

# Senate Bill 54

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## 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 makes landlords provide cooling for homes. (Flesch Readability Score: 82.3).

Requires that residential tenants be provided with indoor cooling or cooling spaces for multiunit buildings with 10 units or more. Requires, by January 1, 2036, that all landlords provide indoor cooling.

Makes cooling an "essential service" for residential tenants.

Sunset, on January 1, 2036, the requirement that the Housing and Community Services Department provide cooling information for landlords. Sunset, on January 1, 2036, the requirement that the State Department of Energy provide grants for landlords to provide community cooling spaces.

## A BILL FOR AN ACT

1  
2 Relating to cooling for residential tenancies; creating new provisions; amending ORS 90.100, 90.320  
3 and 90.355; and repealing ORS 458.395 and 469B.480.

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) On days when there is an outdoor temperature of more than 80 degrees**  
7 **Fahrenheit, a landlord of a multiunit structure with 10 or more dwelling units must provide**  
8 **cooling via:**

9 (a) **Effective methods, which may include central air conditioning, an air-source or**  
10 **ground-source heat pump, passive cooling design and techniques, or a portable air condi-**  
11 **tioning device that is provided by the landlord, capable of cooling and maintaining a room**  
12 **temperature in each bedroom of the dwelling that is not hotter than the lesser of 15 degrees**  
13 **Fahrenheit cooler than the outdoor temperature or 80 degrees Fahrenheit; or**

14 (b) **Access to a community cooling space as described in ORS 90.355 (3).**

15 (2) **A landlord of any dwelling for which building permits for its construction were issued**  
16 **on or after January 1, 2026, shall provide cooling via adequate cooling methods or facilities**  
17 **that:**

18 (a) **Provide cooling in at least one room of the dwelling unit, not including a bathroom;**

19 (b) **Conform to applicable law at the time of installation and are maintained in good**  
20 **working order; and**

21 (c) **May include central air conditioning, an air-source or ground-source heat pump,**  
22 **passive cooling design and techniques, a portable air conditioning device that is provided by**  
23 **the landlord or other devices or methods that can maintain a temperature not hotter than**  
24 **the lesser of 15 degrees cooler than the outside temperature or 80 degrees Fahrenheit.**

25 **SECTION 3. Section 2 of this 2025 Act is amended to read:**

**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       **Sec. 2.** *[(1)]* On days when there is an outdoor temperature of more than 80 degrees Fahrenheit,  
 2 a landlord *[of a multiunit structure with 10 or more dwelling units]* must provide cooling via[:]

3       *[(a)]* effective methods, which may include central air conditioning, an air-source or ground-  
 4 source heat pump, passive cooling design and techniques, or a portable air conditioning device that  
 5 is provided by the landlord, capable of cooling and maintaining a room temperature in each bedroom  
 6 of the dwelling that is not hotter than the lesser of 15 degrees Fahrenheit cooler than the outdoor  
 7 temperature or 80 degrees Fahrenheit; *or*].

8       *[(b) Access to a community cooling space as described in ORS 90.355 (3); and]*

9       *[(2) A landlord of any dwelling for which building permits for its construction were issued on or*  
 10 *after January 1, 2026, shall provide cooling via adequate cooling methods or facilities that:]*

11       *[(a) Provide cooling in at least one room of the dwelling unit, not including a bathroom;]*

12       *[(b) Conform to applicable law at the time of installation and are maintained in good working or-*  
 13 *der; and]*

14       *[(c) May include central air conditioning, an air-source or ground-source heat pump, passive cool-*  
 15 *ing design and techniques, a portable air conditioning device that is provided by the landlord or other*  
 16 *devices or methods that can maintain a temperature not hotter than the lesser of 15 degrees cooler than*  
 17 *the outside temperature or 80 degrees Fahrenheit.]*

18       **SECTION 4. The amendments to section 2 of this 2025 Act by section 3 of this 2025 Act,**  
 19 **the amendments to ORS 90.355 by section 8 of this 2025 Act and the repeal of ORS 458.395**  
 20 **and 469B.480 by section 5 of this 2025 Act become operative on January 1, 2036.**

21       **SECTION 5. ORS 458.395 and 469B.480 are repealed.**

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

23       90.320. (1) A landlord shall at all times during the tenancy maintain the dwelling unit in a  
 24 habitable condition. For purposes of this section, a dwelling unit shall be considered uninhabitable if  
 25 it substantially lacks:

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

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

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

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

33       (B) Furnished to appropriate fixtures;

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

35       (D) Maintained so as to provide safe drinking water and to be in good working order to the  
 36 extent that the system can be controlled by the landlord;

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

39       (e) Electrical lighting with wiring and electrical equipment that conform to applicable law at the  
 40 time of installation and is maintained in good working order;

41       (f) Buildings, grounds and appurtenances at the time of the commencement of the rental agree-  
 42 ment in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from  
 43 all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control  
 44 of the landlord kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary  
 45 and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;

1 (g) Except as otherwise provided by local ordinance or by written agreement between the land-  
 2 lord and the tenant, an adequate number of appropriate receptacles for garbage and rubbish in clean  
 3 condition and good repair at the time of the commencement of the rental agreement, and the land-  
 4 lord shall provide and maintain appropriate serviceable receptacles thereafter and arrange for their  
 5 removal;

6 (h) Floors, walls, ceilings, stairways and railings maintained in good repair;

7 (i) Ventilating, air conditioning and other facilities and appliances, including elevators, main-  
 8 tained in good repair if supplied or required to be supplied by the landlord;

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

13 (k) A carbon monoxide alarm, and the dwelling unit:

14 (A) Contains a carbon monoxide source; or

15 (B) Is located within a structure that contains a carbon monoxide source and the dwelling unit  
 16 is connected to the room in which the carbon monoxide source is located by a door, ductwork or a  
 17 ventilation shaft;

18 (L) Working locks for all dwelling entrance doors, and, unless contrary to applicable law,  
 19 latches for all windows, by which access may be had to that portion of the premises that the tenant  
 20 is entitled under the rental agreement to occupy to the exclusion of others and keys for those locks  
 21 that require keys; or

22 *[(m) For a dwelling unit in a building where building permits for its construction were issued on  
 23 or after April 1, 2024, adequate cooling facilities that:]*

24 *[(A) Provide cooling in at least one room of the dwelling unit, not including a bathroom;]*

25 *[(B) Conform to applicable law at the time of installation and are maintained in good working  
 26 order; and]*

27 *[(C) May include central air conditioning, an air-source or ground-source heat pump or a portable  
 28 air conditioning device that is provided by the landlord.]*

29 **(m) Cooling methods or facilities, as provided in section 2 of this 2025 Act.**

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

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

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

36 (c) The terms and conditions of the agreement are clearly and fairly disclosed and adequate  
 37 consideration for the agreement is specifically stated.

38 (3) Any provisions of this section that reasonably apply only to a structure that is used as a  
 39 home, residence or sleeping place do not apply to a manufactured dwelling, recreational vehicle or  
 40 floating home where the tenant owns the manufactured dwelling, recreational vehicle or floating  
 41 home, rents the space and, in the case of a dwelling or home, the space is not in a facility. Manu-  
 42 factured dwelling or floating home tenancies in which the tenant owns the dwelling or home and  
 43 rents space in a facility are governed by ORS 90.730 and not by this section.

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

45 90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

27 (12) “Domestic violence” means:

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

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

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

31 (14) “Dwelling unit” means a structure or the part of a structure that is used as a home, resi-  
 32 dence or sleeping place by one person who maintains a household or by two or more persons who  
 33 maintain a common household. “Dwelling unit” regarding a person who rents a space for a manu-  
 34 factured dwelling or recreational vehicle or regarding a person who rents moorage space for a  
 35 floating home as defined in ORS 830.700, but does not rent the home, means the space rented and  
 36 not the manufactured dwelling, recreational vehicle or floating home itself.

37 (15) “Essential service” means:

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

40 (A) [*Heat,*] **Heating, cooling methods or facilities as provided in section 2 of this 2025 Act,**  
 41 plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exterior doors, latches  
 42 for windows and any cooking appliance or refrigerator supplied or required to be supplied by the  
 43 landlord; and

44 (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.320,  
 45 the lack or violation of which creates a serious threat to the tenant’s health, safety or property or

1 makes the dwelling unit unfit for occupancy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45 (31) "Marina purchase association" means a group of three or more tenants who reside in a

1 marina and have organized for the purpose of eventual purchase of the marina.

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

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

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

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

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

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

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

17 (37) "Premises" means:

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

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

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

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

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

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

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

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

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

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

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

44 (45) "Security deposit" means a refundable payment or deposit of money, however designated,  
45 the primary function of which is to secure the performance of a rental agreement or any part of a

1 rental agreement. "Security deposit" does not include a fee.

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

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

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

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

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

12 (51) "Tenant":

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

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

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

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

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

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

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

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

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

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

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

31 (a) Has all of the following characteristics:

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

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

34 (C) The period of authorized occupancy does not exceed 45 days; or

35 (b) Is for the rental of a space in a recreational vehicle park on which a recreational vehicle  
36 owned by the occupant will be located and for which:

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

38 (B) The occupant has a principal residence other than at the space;

39 (C) The period of authorized occupancy does not exceed 90 days;

40 (D) The recreational vehicle is required to be removed from the park at the end of the occu-  
41 pancy period before a new occupancy may begin; and

42 (E) A written agreement is signed by the occupant that substantially states: "Your occupancy  
43 of this recreational vehicle park is a vacation occupancy and is NOT subject to the Oregon Resi-  
44 dential Landlord and Tenant Act (ORS chapter 90)."

45 (55) "Victim" means:

1 (a) The person against whom an incident related to domestic violence, sexual assault, bias crime  
2 or stalking is perpetrated; or

3 (b) The parent or guardian of a minor household member against whom an incident related to  
4 domestic violence, sexual assault, bias crime or stalking is perpetrated, unless the parent or guard-  
5 ian is the perpetrator.

6 (56) “Week-to-week tenancy” means a tenancy that has all of the following characteristics:

7 (a) Occupancy is charged on a weekly basis and is payable no less frequently than every seven  
8 days;

9 (b) There is a written rental agreement that defines the landlord’s and the tenant’s rights and  
10 responsibilities under this chapter; and

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

13 **SECTION 8.** ORS 90.355 is amended to read:

14 90.355. (1) As used in this section[:],

15 [(a) “*Extreme heat event*” means a day on which the Housing and Community Services Department  
16 determines that a heat event has occurred based on a predicted or indicated excessive heat warning or  
17 heat advisory by the National Weather Service of the National Oceanic and Atmospheric Adminis-  
18 tration.]

19 [(b) “*Forecast zone*” means a region for which the National Weather Service of the National  
20 Oceanic and Atmospheric Administration issues forecasts and some watches and warnings based on  
21 differences in weather.]

22 [(c) “portable cooling device” includes air conditioners and evaporative coolers, including de-  
23 vices mounted in a window or that are designed to sit on the floor but not including devices whose  
24 installation or use requires alteration to the dwelling unit.

25 (2) A landlord may not prohibit or restrict a tenant from installing or using a portable cooling  
26 device of the tenant’s choosing, unless:

27 (a) The installation or use of the device would:

28 (A) Violate building codes or state or federal law;

29 (B) Violate the device manufacture’s written safety guidelines for the device;

30 (C) Damage the premises or render the premises uninhabitable; or

31 (D) Require amperage to power the device that cannot be accommodated by the power service  
32 to the building, dwelling unit or circuit;

33 (b) If the device would be installed in a window:

34 (A) The window is a necessary egress from the dwelling unit;

35 (B) The device would interfere with the tenant’s ability to lock a window that is accessible from  
36 outside;

37 (C) The device requires the use of brackets or other hardware that would damage or void the  
38 warranty of the window or frame, puncture the envelope of the building or otherwise cause signif-  
39 icant damages;

40 (D) The restrictions require that the device be adequately drained to prevent damage to the  
41 dwelling unit or building; or

42 (E) The restrictions require that the device be installed in a manner that prevents risk of falling;

43 or

44 (c) The restrictions require that the device be:

45 (A) Installed or removed by the landlord or landlord’s agent;



1 (B) Subject to inspection or servicing by the landlord or landlord's agent; or

2 (C) Removed from October 1 through April 30.

3 (3) A landlord may not enforce a restriction on portable cooling devices against a tenant allowed  
4 under subsection (2) of this section unless the restrictions are in writing and delivered to the tenant.  
5 *[The written restrictions must include whether the landlord intends to operate, whenever there is an*  
6 *extreme heat event for the forecast zone of the premises, one or more community cooling spaces avail-*  
7 *able to the tenant that are located on or near the premises and that maintain a temperature of not*  
8 *higher than 80 degrees Fahrenheit.]*

9 (4) A landlord is immune from liability for any claim for damages, injury or death caused by a  
10 portable cooling device installed by the tenant.

11 (5) A landlord who must limit portable cooling devices for a building under subsection (2)(a)(D)  
12 of this section shall prioritize allowing the use of devices for individuals who require a device to  
13 accommodate a disability. A landlord is not responsible for any interruption in electrical service  
14 that is not caused by the landlord, including interruptions caused by an electrical supply's inability  
15 to accommodate use of a portable cooling device.

16 *[(6) If a landlord issues a termination notice under ORS 90.392 or 90.630 based on a violation of*  
17 *a restriction regulating a portable cooling device allowed under subsection (2) of this section:]*

18 *[(a) On each day that there is an extreme heat event for the forecast zone of the premises, the notice*  
19 *period described in ORS 90.392 (3), (4), (5) or (6) or 90.630 (1), (3) or (6) does not run.]*

20 *[(b) The termination notice must state:]*

21 *[(A) The deadline of a cure period designated in the notice, if any;]*

22 *[(B) That the date of termination specified in the notice will be extended by one day for each day*  
23 *that there is an extreme heat event for the forecast zone of the premises; and]*

24 *[(C) That information regarding days with an extreme heat event for the forecast zone can be found*  
25 *on the website for the Housing and Community Services Department.]*

26