

**A-Engrossed**  
**Senate Bill 1523**

Ordered by the Senate February 13  
Including Senate Amendments dated February 13

Printed pursuant to Senate Interim Rule 213.28 by order of the President of the Senate in conformance with pre-session filing rules, indicating neither advocacy nor opposition on the part of the President (at the request of Senate Interim Committee on Housing and Development)

**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. The statement includes a measure digest written in compliance with applicable readability standards.

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

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

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

**A BILL FOR AN ACT**

1  
2 Relating to electronic access to residential tenancies; creating new provisions; amending ORS  
3 90.100, 90.302 and 90.320; and prescribing an effective date.

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

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

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

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

9 **(B) Within seven days following receipt of a written request by any prospective applicant,**  
10 **provide a printed or printable copy of the application to the prospective applicant by mail or**  
11 **electronic mail.**

12 **(b) Process all applications whether received through the tenant portal or outside of the**  
13 **portal.**

14 **(2) If an applicant or tenant requests an alternative in writing, a landlord may not re-**  
15 **quire a tenant to use a tenant portal as the sole means to:**

16 **(a) Verify identification;**

17 **(b) Review and sign addenda or other legal agreements; or**

18 **(c) Submit documents relating to the tenancy.**

19 **(3) This section does not prohibit a landlord from entering tenant information into a**  
20 **tenant portal or otherwise using a tenant portal.**

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

**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 ever is greater.

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

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

6 **(3) A landlord may not charge a late fee or terminate a tenancy based on nonpayment**  
7 **of rent or other charge if a landlord refuses to allow a payment offered by the tenant under**  
8 **subsection (1) of this section.**

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

10 90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

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

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

23 (4) "Attorney" includes an associate licensee of the Oregon State Bar practicing law within the  
24 licensee's approved scope of practice.

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

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

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

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

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

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

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

37 (12) "Domestic violence" means:

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

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

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

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

1 not the manufactured dwelling, recreational vehicle or floating home itself.

2 (15) "Essential service" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45 (28) "Manufactured dwelling" means a residential trailer, a mobile home or a manufactured

1 home as those terms are defined in ORS 446.003 or a prefabricated structure. “Manufactured  
2 dwelling” includes an accessory building or structure.

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

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

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

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

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

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

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

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

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

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

26 (37) “Premises” means:

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

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

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

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

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

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

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

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

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

45 (43) “Roomer” means a person occupying a dwelling unit that does not include a toilet and ei-

1 ther a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and  
2 where one or more of these facilities are used in common by occupants in the structure.

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

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

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

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

15 (b) "Squatter" does not include a tenant who holds over as described in ORS 90.427 (11).

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

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

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

22 (51) "Tenant":

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

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

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

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

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

32 **(52)(a) "Tenant portal" means any electronic application, software, website or digital**  
33 **platform provided by or on behalf of a landlord that a tenant, applicant or prospective ap-**  
34 **plicant uses in connection with applying for, establishing, maintaining or terminating a**  
35 **tenancy.**

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

38 [(52)] (53) "Transient lodging" means a room or a suite of rooms.

39 [(53)] (54) "Transient occupancy" means occupancy in transient lodging that has all of the fol-  
40 lowing characteristics:

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

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

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

45 [(54)] (55) "Vacation occupancy" means occupancy in a dwelling unit, not including transient

1 occupancy in a hotel or motel, that:

2 (a) Has all of the following characteristics:

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

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

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

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

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

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

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

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

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

16 [(55)] (56) "Victim" means:

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

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

22 [(56)] (57) "Week-to-week tenancy" means a tenancy that has all of the following characteristics:

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

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

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

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

30 90.302. (1) A landlord may not charge a fee at the beginning of the tenancy for an anticipated  
31 landlord expense and may not require the payment of any fee except as provided in this section.  
32 A fee must be described in a written rental agreement.

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

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

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

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

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

44 (e) The abandonment or relinquishment of a dwelling unit during a fixed term tenancy without  
45 cause. The fee may not exceed one and one-half times the monthly rent. A landlord may not assess

1 a fee under this paragraph if the abandonment or relinquishment is pursuant to ORS 90.453 (2),  
2 90.472 or 90.475. If the landlord assesses a fee under this paragraph:

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

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

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

9 (3)(a) A landlord may charge a tenant a fee under this subsection for a second noncompliance  
10 or for a subsequent noncompliance with written rules or policies that describe the prohibited con-  
11 duct and the fee for a second noncompliance, and for any third or subsequent noncompliance, that  
12 occurs within one year after a written warning notice described in subparagraph (A) of this para-  
13 graph. Except as provided in paragraph (b)(G) or (H) of this subsection, the fee may not exceed \$50  
14 for the second noncompliance within one year after the warning notice for the same or a similar  
15 noncompliance or \$50 plus five percent of the rent payment for the current rental period for a third  
16 or subsequent noncompliance within one year after the warning notice for the same or a similar  
17 noncompliance. The landlord:

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

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

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

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

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

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

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

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

34 (A) The late payment of a utility or service charge that the tenant owes the landlord as de-  
35 scribed in ORS 90.315.

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

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

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

41 (E) Parking violations.

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

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

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

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

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

8 (6) Nonpayment of a fee is not grounds for termination of a rental agreement for nonpayment  
9 of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS  
10 90.392 or 90.630 (1).

11 (7) This section does not apply to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 90.320. (1) A landlord shall at all times during the tenancy maintain the dwelling unit in a  
7 habitable condition. For purposes of this section, a dwelling unit shall be considered uninhabitable if  
8 it substantially lacks:

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

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

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

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

16 (B) Furnished to appropriate fixtures;

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

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

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

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

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

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

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

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

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

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

42 (A) Contains a carbon monoxide source; or

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

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

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

9 (n) For a dwelling unit in a building where building permits for its construction were issued on  
10 or after April 1, 2024, adequate cooling 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  
13 order; and

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

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

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

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

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

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

30 **SECTION 7. (1) Sections 2 and 3 of this 2026 Act and the amendments to ORS 90.302 and**  
31 **90.320 by sections 5 and 6 of this 2026 Act apply to rental agreements entered into before,**  
32 **on or after the effective date of this 2026 Act.**

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

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

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