

Submitter: John VanLandingham
On Behalf Of: Oregon Law Center
Committee: House Committee On Housing and Homelessness
Measure, Appointment or Topic: HB4037

Chair Marsh, Vice Chairs Breese-Iverson and Andersen, and members of the House Housing Committee: I write to support and explain HB 4037 (21) regarding the rights and responsibilities of residential landlords and tenants when a dwelling unit is destroyed by a natural disaster.

Prior to the 2021 legislative session, Oregon had no laws addressing this situation. The 2020 Labor Day Alameda wildfire between Ashland and Medford destroyed some 20 manufactured dwelling parks and about 2000 manufactured dwellings in a matter of hours. That is Rep. Marsh's district, and she worked closely with stakeholders to help all parties move forward after this disaster, and then she and the stakeholders crafted HB 3219 (2021), which passed with only one no vote, resulting in ORS 90.640 regarding MH park tenancies destroyed by a natural disaster.

Since then, we fortunately have not had more tenancies destroyed by wildfires, but we have had some apartment tenancies destroyed by flooding, in Eastern Oregon. Our 2021 bill did not address apartment tenancies, which have some similarities with MH park tenancies but also some important differences, one of the major ones being that MH park tenants own their homes (and rent a space for the MH in a MH park). Rep. Marsh has sought this bill to extend the 2021 law's provisions, where appropriate, to apartment tenancies.

I described our effort here to you at the November 18, 2025, and the January 24, 2026, interim committee meetings. And with Rep. Marsh and then Rep. Breese-Iverson, we met with representatives of Multifamily NW, the largest of three apartment landlord groups in Oregon. We have worked with MFNW to address MFNW's concerns.

The bill is short and straightforward: If the state or a county declares a natural disaster that destroys a rental dwelling unit (not a MH park), the tenancy is immediately terminated without further notice and neither party is further obligated under Oregon law or a rental agreement, except that the landlord must return any prepaid deposit or rent paid to the date of the disaster. And the landlord must allow the tenant to return to the premises after the abatement of the disaster and the governmental agency declares it safe, to allow the tenant to search for valuables.

Here is how we propose to address MFNW's two concerns:

- The first concern is that it is not clear from the reference to return of a deposit

or prepaid rent pursuant to ORS 90.300 that a landlord could deduct rents owing prior to the disaster or for other monies owed other than for cleaning or damages to the unit (which was destroyed). We propose to address this concern with the following legislative history statement on the record: Section 21, Subsection 1 (a) means that a landlord must comply with ORS 90.300 regarding any tenant-paid security deposit or prepaid rent by providing an accounting within 31 days after the tenancy is terminated by the declaration of the disaster and returning to the tenant any monies not claimed by the landlord pursuant to ORS 90.300, recognizing that no rent would be owed after the unit is destroyed and there could be no cleaning or repair charges for the destroyed unit.

- The second concern is addressed by the Dash-1 amendment (dated 2/3/2026) which provides that a landlord may choose to seek a court order removing any tenant or occupant who remains in the dwelling unit following the disaster by giving a 24-hour notice in the manner provided by another L/T statute and filing, if necessary, an eviction lawsuit under ORS chapter 105.

Please let me know if you have questions.

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