

House Bill 3064

Sponsored by Representative RESCHKE

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**.

Allows landlords to terminate month-to-month residential tenancies without cause. Repeals limits on increases to rent.

A BILL FOR AN ACT

1
2 Relating to residential tenancies; creating new provisions; amending ORS 90.100, 90.220, 90.323,
3 90.427, 90.600, 90.643 and 105.124; and repealing ORS 90.324.

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

5 **SECTION 1.** ORS 90.427 is amended to read:

6 90.427. (1) As used in this section,[:]

7 [(a)] "first year of occupancy" includes all periods in which any of the tenants has resided in
8 the dwelling unit for one year or less.

9 [(b) "*Immediate family*" means:]

10 [(A) *An adult person related by blood, adoption, marriage or domestic partnership, as defined in*
11 *ORS 106.310, or as defined or described in similar law in another jurisdiction;*]

12 [(B) *An unmarried parent of a joint child;*]

13 [(C) *A child, grandchild, foster child, ward or guardian; or*]

14 [(D) *A child, grandchild, foster child, ward or guardian of any person listed in subparagraph (A)*
15 *or (B) of this paragraph.*]

16 (2) If a tenancy is a week-to-week tenancy, the landlord or the tenant may terminate the tenancy
17 by [*a written notice given*] **giving a written termination notice** to the other at least 10 days before
18 the termination date specified in the notice.

19 [(3) *If a tenancy is a month-to-month tenancy:*]

20 [(a) *At any time during the tenancy, the tenant may terminate the tenancy by giving the landlord*
21 *notice in writing not less than 30 days prior to the date designated in the notice for the termination*
22 *of the tenancy.*]

23 [(b) *At any time during the first year of occupancy, the landlord may terminate the tenancy by*
24 *giving the tenant notice in writing not less than 30 days prior to the date designated in the notice for*
25 *the termination of the tenancy.*]

26 [(c) *Except as provided in subsection (8) of this section, at any time after the first year of occu-*
27 *pancy, the landlord may terminate the tenancy only:*]

28 [(A) *For a tenant cause and with notice in writing as specified in ORS 86.782 (6)(c), 90.380 (5),*
29 *90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or*]

30 [(B) *For a qualifying landlord reason for termination and with notice in writing as described in*
31 *subsections (5) and (6) of this section.*]

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 *[(4) If the tenancy is a fixed term tenancy:]*
2 *[(a) The landlord may terminate the tenancy during the fixed term only for cause and with notice*
3 *as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445.]*
4 *[(b) If the specified ending date for the fixed term falls within the first year of occupancy, the*
5 *landlord may terminate the tenancy without cause by giving the tenant notice in writing not less than*
6 *30 days prior to the specified ending date for the fixed term, or 30 days prior to the date designated*
7 *in the notice for the termination of the tenancy, whichever is later.]*
8 *[(c) Except as provided by subsection (8) of this section, if the specified ending date for the fixed*
9 *term falls after the first year of occupancy, the fixed term tenancy becomes a month-to-month tenancy*
10 *upon the expiration of the fixed term, unless:]*
11 *[(A) The landlord and tenant agree to a new fixed term tenancy;]*
12 *[(B) The tenant gives notice in writing not less than 30 days prior to the specified ending date for*
13 *the fixed term or the date designated in the notice for the termination of the tenancy, whichever is later;*
14 *or]*
15 *[(C) The landlord has a qualifying reason for termination and gives notice as specified in sub-*
16 *sections (5) to (7) of this section.]*
17 *[(5) The landlord may terminate a month-to-month tenancy under subsection (3)(c)(B) of this section*
18 *at any time, or may terminate a fixed term tenancy upon the expiration of the fixed term under sub-*
19 *section (4)(c) of this section, by giving the tenant notice in writing not less than 90 days prior to the*
20 *date designated in the notice for the termination of the month-to-month tenancy or the specified ending*
21 *date for the fixed term, whichever is later, if:]*
22 *[(a) The landlord intends to demolish the dwelling unit or convert the dwelling unit to a use other*
23 *than residential use within a reasonable time;]*
24 *[(b) The landlord intends to undertake repairs or renovations to the dwelling unit within a rea-*
25 *sonable time and:]*
26 *[(A) The premises is unsafe or unfit for occupancy; or]*
27 *[(B) The dwelling unit will be unsafe or unfit for occupancy during the repairs or renovations;]*
28 *[(c) The landlord intends for the landlord or a member of the landlord's immediate family to occupy*
29 *the dwelling unit as a primary residence and the landlord does not own a comparable unit in the same*
30 *building that is available for occupancy at the same time that the tenant receives notice to terminate the*
31 *tenancy; or]*
32 *[(d) The landlord has:]*
33 *[(A) Accepted an offer to purchase the dwelling unit separately from any other dwelling unit from*
34 *a person who intends in good faith to occupy the dwelling unit as the person's primary residence;*
35 *and]*
36 *[(B) Provided the notice and written evidence of the offer to purchase the dwelling unit, to the*
37 *tenant not more than 120 days after accepting the offer to purchase.]*
38 *[(6)(a) A landlord that terminates a tenancy under subsection (5) of this section shall:]*
39 *[(A) Specify in the termination notice the reason for the termination and supporting facts;]*
40 *[(B) State that the rental agreement will terminate upon a designated date not less than 90 days*
41 *after delivery of the notice; and]*
42 *[(C) At the time the landlord delivers the tenant the notice to terminate the tenancy, pay the tenant*
43 *an amount equal to one month's periodic rent.]*
44 *[(b) The requirements of paragraph (a)(C) of this subsection do not apply to a landlord who has*
45 *an ownership interest in four or fewer residential dwelling units subject to this chapter.]*

1 [(7) A fixed term tenancy does not become a month-to-month tenancy upon the expiration of the
2 fixed term if the landlord gives the tenant notice in writing not less than 90 days prior to the specified
3 ending date for the fixed term or 90 days prior to the date designated in the notice for the termination
4 of the tenancy, whichever is later, and:]

5 [(a) The tenant has committed three or more violations of the rental agreement within the preceding
6 12-month period and the landlord has given the tenant a written warning notice at the time of each
7 violation;]

8 [(b) Each written warning notice:]

9 [(A) Specifies the violation;]

10 [(B) States that the landlord may choose to terminate the tenancy at the end of the fixed term if
11 there are three violations within a 12-month period preceding the end of the fixed term; and]

12 [(C) States that correcting the third or subsequent violation is not a defense to termination under
13 this subsection; and]

14 [(c) The 90-day notice of termination:]

15 [(A) States that the rental agreement will terminate upon the specified ending date for the fixed
16 term or upon a designated date not less than 90 days after delivery of the notice, whichever is later;]

17 [(B) Specifies the reason for the termination and supporting facts; and]

18 [(C) Is delivered to the tenant concurrent with or after the third or subsequent written warning
19 notice.]

20 [(8) If the tenancy is for occupancy in a dwelling unit that is located in the same building or on
21 the same property as the landlord's primary residence, and the building or the property contains not
22 more than two dwelling units, the landlord may terminate the tenancy at any time after the first year
23 of occupancy:]

24 [(a) For a month-to-month tenancy:]

25 [(A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396,
26 90.398, 90.405, 90.440 or 90.445;]

27 [(B) Without cause by giving the tenant notice in writing not less than 60 days prior to the date
28 designated in the notice for the termination of the tenancy; or]

29 [(C) Without cause by giving the tenant notice in writing not less than 30 days prior to the date
30 designated in the notice for the termination of the tenancy if:]

31 [(i) The dwelling unit is purchased separately from any other dwelling unit;]

32 [(ii) The landlord has accepted an offer to purchase the dwelling unit from a person who intends
33 in good faith to occupy the dwelling unit as the person's primary residence; and]

34 [(iii) The landlord has provided the notice, and written evidence of the offer to purchase the
35 dwelling unit, to the tenant not more than 120 days after accepting the offer to purchase.]

36 [(b) For a fixed term tenancy:]

37 [(A) During the term of the tenancy, only for cause and with notice as described in ORS 86.782
38 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or]

39 [(B) At any time during the fixed term, without cause by giving the tenant notice in writing not less
40 than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date desig-
41 nated in the notice for the termination of the tenancy, whichever is later.]

42 [(9)(a) If a landlord terminates a tenancy in violation of subsection (3)(c)(B), (4)(c), (5), (6) or (7)
43 of this section:]

44 [(A) The landlord shall be liable to the tenant in an amount equal to three months' rent in addition
45 to actual damages sustained by the tenant as a result of the tenancy termination; and]

1 *[(B) The tenant has a defense to an action for possession by the landlord.]*

2 *[(b) A tenant is entitled to recovery under paragraph (a) of this subsection if the tenant commences*
 3 *an action asserting the claim within one year after the tenant knew or should have known that the*
 4 *landlord terminated the tenancy in violation of this section.]*

5 **(3) If a tenancy is a month-to-month tenancy:**

6 **(a) A tenant may terminate the tenancy by giving a written termination notice to the**
 7 **landlord at least 30 days before the termination date specified in the notice.**

8 **(b) A landlord may terminate the tenancy by giving a written termination notice to a**
 9 **tenant at least:**

10 **(A) Thirty days before the termination date specified in the notice, if notice is given**
 11 **during the first year of occupancy; or**

12 **(B) Sixty days before the termination date specified in the notice, if notice is given after**
 13 **the first year of occupancy.**

14 **(4) If a tenancy is for a fixed term and by its terms becomes a month-to-month tenancy**
 15 **after the fixed term, during the fixed term, a landlord or tenant may terminate the tenancy**
 16 **by giving a termination notice to the other at least 30 days before the termination date**
 17 **specified in the notice. The termination date may not be earlier than the last day of the fixed**
 18 **term.**

19 **(5) If a tenancy is for a fixed term, the tenancy terminates on the end date of the fixed**
 20 **term without notice from any party, unless:**

21 **(a) The parties extend or renew the tenancy in writing or by a means specified in the**
 22 **rental agreement; or**

23 **(b) The rental agreement specifies that the tenancy becomes a month-to-month tenancy**
 24 **after the fixed term.**

25 *[(10)] (6) The tenancy shall terminate on the date designated and without regard to the expira-*
 26 *tion of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise*
 27 *agreed, rent is uniformly apportionable from day to day.*

28 *[(11)] (7) If the tenant remains in possession without the landlord's consent after expiration of*
 29 *the term of the rental agreement or its termination, the landlord may bring an action for possession.*
 30 *In addition, the landlord may recover from the tenant any actual damages resulting from the tenant*
 31 *holding over, including the value of any rent accruing from the expiration or termination of the*
 32 *rental agreement until the landlord knows or should know that the tenant has relinquished pos-*
 33 *session to the landlord. If the landlord consents to the tenant's continued occupancy, ORS 90.220 (7)*
 34 *applies.*

35 *[(12)(a)] (8)(a) A **termination** notice given [to terminate a tenancy under subsection (2), (3)(a) or*
 36 *(b), (8)(a)(B) or (C) or (8)(b) of] **under** this section need not state a reason for the termination.*

37 *(b) [Notwithstanding paragraph (a) of this subsection,] A landlord or tenant may include in a*
 38 *notice of termination given under [subsection (2), (3)(a) or (b), (8)(a)(B) or (C) or (8)(b) of] this section*
 39 *an explanation of the reason for the termination without having to prove the reason. An explanation*
 40 *does not give the person receiving the notice of termination a right to cure the reason if the notice*
 41 *states that:*

42 **(A) The notice is given without stated cause;**

43 **(B) The recipient of the notice does not have a right to cure the reason for the termination; and**

44 **(C) The person giving the notice need not prove the reason for the termination in a court action.**

45 *[(13)] (9) Subsections (2) to [(9)] (5) of this section do not apply to a month-to-month tenancy*

1 subject to ORS 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to
 2 90.850.

3 **SECTION 2. The amendments to ORS 90.427 by section 1 of this 2023 Act apply to ter-**
 4 **minations for which notice is given on or after the effective date of this 2023 Act.**

5 **SECTION 3.** ORS 90.323 is amended to read:

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

9 *[(2) For purposes of this section, the term “consumer price index” refers to the annual 12-month*
 10 *average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as*
 11 *published by the Bureau of Labor Statistics of the United States Department of Labor in September*
 12 *of the prior calendar year.]*

13 [(3)] (2) During any tenancy other than week-to-week, the landlord may not increase the rent:

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

15 (b) *[At any time after the first year of the tenancy]* Without giving the tenant written notice at
 16 least 90 days prior to the effective date of the rent increase.

17 *[(c) During any 12-month period, in an amount greater than seven percent plus the consumer price*
 18 *index above the existing rent except as permitted under subsection (7) of this section.]*

19 [(4)] (3) The notices required under this section must specify:

20 (a) The amount of the rent increase;

21 (b) The amount of the new rent; **and**

22 *[(c) Facts supporting the exemption authorized by subsection (7) of this section, if the increase is*
 23 *above the amount allowed in subsection (3)(c) of this section; and]*

24 [(d)] (c) The date on which the increase becomes effective.

25 [(5)] (4) This section does not apply to tenancies governed by ORS 90.505 to 90.850.

26 [(6) A landlord terminating a tenancy with a 30-day notice without cause as authorized by ORS
 27 90.427 (3) or (4) during the first year of a tenancy may not reset rent for the next tenancy in an amount
 28 greater than seven percent plus the consumer price index above the previous rent.]

29 [(7) A landlord is not subject to subsection (3)(c) or (6) of this section if:]

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

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

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

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

36 [(8) A landlord that increases rent in violation of subsection (3)(c) or (6) of this section is liable to
 37 the tenant in an amount equal to three months’ rent plus actual damages suffered by the tenant.]

38 **SECTION 4.** ORS 90.600 is amended to read:

39 90.600. [(1) For purposes of this section, the term “consumer price index” refers to the annual
 40 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All
 41 Items), as published by the Bureau of Labor Statistics of the United States Department of Labor in
 42 September of the prior calendar year.]

43 [(2)] (1) If a rental agreement is a month-to-month tenancy to which ORS 90.505 to 90.850 apply,
 44 the landlord may not increase the rent[:]

45 [(a)] without giving each affected tenant notice in writing at least 90 days prior to the effective

1 date of the rent increase[; and].

2 *[(b) During any 12-month period, in an amount greater than seven percent plus the consumer price*
 3 *index above the existing rent.]*

4 *[(3)] (2) The written notice required by subsection [(2)(a)] (1) of this section must specify:*

5 *(a) The amount of the rent increase;*

6 *(b) The amount of the new rent; and*

7 *[(c) Facts supporting the exemption authorized by subsection (4) of this section, if the increase is*
 8 *above the amount allowed in subsection (2)(b) of this section; and]*

9 *[(d)] (c) The date on which the increase becomes effective.*

10 *[(4) A landlord is not subject to subsection (2)(b) of this section if:]*

11 *[(a) The first certificate of occupancy for the dwelling unit was issued less than 15 years from the*
 12 *date of the notice of the rent increase; or]*

13 *[(b) The dwelling unit is regulated or certified as affordable housing by a federal, state or local*
 14 *government and the change in rent:]*

15 *[(A) Does not increase the tenant's portion of the rent; or]*

16 *[(B) Is required by program eligibility requirements or by a change in the tenant's income.]*

17 *[(5) A landlord that increases rent in violation of subsection (2)(b) of this section shall be liable to*
 18 *the tenant in an amount equal to three months' rent plus actual damages suffered by the tenant.]*

19 *[(6)] (3) This section does not create a right to increase rent that does not otherwise exist.*

20 *[(7)] (4) This section does not require a landlord to compromise, justify or reduce a rent increase*
 21 *that the landlord otherwise is entitled to impose.*

22 *[(8)] (5) Neither ORS 90.510 (1), requiring a landlord to provide a statement of policy, nor ORS*
 23 *90.510 (4), requiring a landlord to provide a written rental agreement, creates a basis for tenant*
 24 *challenge of a rent increase, judicially or otherwise.*

25 *[(9)(a)] (6)(a) The tenants who reside in a facility may elect one committee of seven or fewer*
 26 *members in a facility-wide election to represent the tenants. One tenant of record for each rented*
 27 *space may vote in the election. Upon written request from the tenants' committee, the landlord or*
 28 *a representative of the landlord shall meet with the committee within 10 to 30 days of the request*
 29 *to discuss the tenants' nonrent concerns regarding the facility. Unless the parties agree otherwise,*
 30 *upon a request from the tenants' committee, a landlord or representative of the landlord shall meet*
 31 *with the tenants' committee at least once, but not more than twice, each calendar year. The meeting*
 32 *shall be held on the premises if the facility has suitable meeting space for that purpose, or at a lo-*
 33 *cation reasonably convenient to the tenants. After the meeting, the tenants' committee shall send*
 34 *a written summary of the issues and concerns addressed at the meeting to the landlord. The landlord*
 35 *or the landlord's representative shall make a good faith response in writing to the committee's*
 36 *summary within 60 days.*

37 *(b) The tenants' committee may be entitled to informal dispute resolution under ORS 90.769 if*
 38 *the landlord or landlord's representative fails to meet with the tenants' committee or fails to respond*
 39 *in good faith to the written summary as required by paragraph (a) of this subsection.*

40 **SECTION 5. The amendments to ORS 90.323 and 90.600 by sections 3 and 4 of this 2023**
 41 **Act apply to rent increases for which notice is given on or after the effective date of this 2023**
 42 **Act.**

43 **SECTION 6. ORS 90.324 is repealed.**

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

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

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

18 (7) "Conduct" means the commission of an act or the failure to act.

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

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

24 (10) "Domestic violence" means:

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

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

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

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

34 (13) "Essential service" means:

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

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

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

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

45 (A) Sewage disposal, water supply, electrical supply and, if required by applicable law, any

1 drainage system; and

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

5 (14) “Facility” means a manufactured dwelling park or a marina.

6 (15) “Fee” means a nonrefundable payment of money.

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

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

12 (18) “Floating home” has the meaning given that term in ORS 830.700. “Floating home” includes
13 an accessory building or structure.

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

15 (20) “Hazard tree” means a tree that:

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

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

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

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

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

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

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

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

32 (26) “Manufactured dwelling” means a residential trailer, a mobile home or a manufactured
33 home as those terms are defined in ORS 446.003 or a prefabricated structure. “Manufactured
34 dwelling” includes an accessory building or structure.

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

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

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

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

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

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

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

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

9 (33) "Person" includes an individual or organization.

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

13 (35) "Premises" means:

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

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

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

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

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

22 (38) "Rent" means any payment to be made to the landlord under the rental agreement, periodic
 23 or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a dwelling unit
 24 to the exclusion of others and to use the premises. "Rent" does not include security deposits, fees
 25 or utility or service charges as described in ORS 90.315 (4) and 90.562.

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

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

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

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

41 (43) "Sexual assault" has the meaning given that term in ORS 147.450.

42 (44) "Squatter" means a person occupying a dwelling unit who is not so entitled under a rental
 43 agreement or who is not authorized by the tenant to occupy that dwelling unit. "Squatter" does
 44 not include a tenant who holds over as described in ORS 90.427 [(11)] (7).

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

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

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

6 (48) "Tenant":

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

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

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

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

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

16 (49) "Transient lodging" means a room or a suite of rooms.

17 (50) "Transient occupancy" means occupancy in transient lodging that has all of the following
18 characteristics:

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

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

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

23 (51) "Vacation occupancy" means occupancy in a dwelling unit, not including transient occu-
24 pancy in a hotel or motel, that has all of the following characteristics:

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

26 (b) The occupant has a principal residence other than at the unit; and

27 (c) The period of authorized occupancy does not exceed 45 days.

28 (52) "Victim" means:

29 (a) The person against whom an incident related to domestic violence, sexual assault or stalking
30 is perpetrated; or

31 (b) The parent or guardian of a minor household member against whom an incident related to
32 domestic violence, sexual assault or stalking is perpetrated, unless the parent or guardian is the
33 perpetrator.

34 (53) "Week-to-week tenancy" means a tenancy that has all of the following characteristics:

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

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

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

41 **SECTION 8.** ORS 90.220 is amended to read:

42 90.220. (1) A landlord and a tenant may include in a rental agreement terms and conditions not
43 prohibited by this chapter or other rule of law including rent, term of the agreement and other
44 provisions governing the rights and obligations of the parties.

45 (2) The terms of a fixed term tenancy, including the amount of rent, may not be unilaterally

1 amended by the landlord or tenant.

2 (3) The landlord shall provide the tenant with a copy of any written rental agreement and all
3 amendments and additions thereto.

4 (4) Except as provided in this subsection, the rental agreement must include a disclosure of the
5 smoking policy for the premises that complies with ORS 479.305. A disclosure of smoking policy is
6 not required in a rental agreement subject to ORS 90.505 to 90.850 for space in a facility as defined
7 in ORS 90.100.

8 (5) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to which ORS 90.100 to
9 90.465 apply may include in the rental agreement a provision for informal dispute resolution.

10 (6) In absence of agreement, the tenant shall pay as rent the fair rental value for the use and
11 occupancy of the dwelling unit.

12 (7) Except as otherwise provided by this chapter:

13 (a) Rent is payable without demand or notice at the time and place agreed upon by the parties.
14 Unless otherwise agreed, rent is payable at the dwelling unit, periodic rent is payable at the be-
15 ginning of any term of one month or less and otherwise in equal monthly or weekly installments at
16 the beginning of each month or week, depending on whether the tenancy is month-to-month or
17 week-to-week. Rent may not be considered to be due prior to the first day of each rental period. Rent
18 increases must comply with the provisions of ORS 90.323.

19 (b) If a rental agreement does not create a week-to-week tenancy, as defined in ORS 90.100, or
20 a fixed term tenancy, the tenancy shall be a month-to-month tenancy.

21 (8) Except as provided by ORS 90.427 [(11)] (7), a tenant is responsible for payment of rent until
22 the earlier of:

23 (a) The date that a notice terminating the tenancy expires;

24 (b) The date that the tenancy terminates by its own terms;

25 (c) The date that the tenancy terminates by surrender;

26 (d) The date that the tenancy terminates as a result of the landlord failing to use reasonable
27 efforts to rent the dwelling unit to a new tenant as provided under ORS 90.410 (3);

28 (e) The date when a new tenancy with a new tenant begins;

29 (f) Thirty days after delivery of possession without prior notice of termination of a month-to-
30 month tenancy; or

31 (g) Ten days after delivery of possession without prior notice of termination of a week-to-week
32 tenancy.

33 (9)(a) Notwithstanding a provision in a rental agreement regarding the order of application of
34 tenant payments, a landlord shall apply tenant payments in the following order:

35 (A) Outstanding rent from prior rental periods;

36 (B) Rent for the current rental period;

37 (C) Utility or service charges;

38 (D) Late rent payment charges; and

39 (E) Fees or charges owed by the tenant under ORS 90.302 or other fees or charges related to
40 damage claims or other claims against the tenant.

41 (b) This subsection does not apply to rental agreements subject to ORS 90.505 to 90.850.

42 **SECTION 9.** ORS 90.643 is amended to read:

43 90.643. (1) A manufactured dwelling park may be converted to a planned community subdivision
44 of manufactured dwellings pursuant to ORS 92.830 to 92.845. When a manufactured dwelling park is
45 converted pursuant to ORS 92.830 to 92.845:

1 (a) Conversion does not require closure of the park pursuant to ORS 90.645 or termination of
 2 any tenancy on any space in the park or any lot in the planned community subdivision of manufac-
 3 tured dwellings.

4 (b) After approval of the tentative plan under ORS 92.830 to 92.845, the manufactured dwelling
 5 park ceases to exist, notwithstanding the possibility that four or more lots in the planned community
 6 subdivision may be available for rent.

7 (2) If a park is converted to a subdivision under ORS 92.830 to 92.845, and the landlord closes
 8 the park as a result of the conversion, ORS 90.645 applies to the closure.

9 (3) If a park is converted to a subdivision under ORS 92.830 to 92.845, but the landlord does not
 10 close the park as a result of the conversion:

11 (a) A tenant who does not buy the space occupied by the tenant's manufactured dwelling may
 12 terminate the tenancy and move. If the tenant terminates the tenancy after receiving the notice
 13 required by ORS 92.839 and before the expiration of the 60-day period described in ORS 92.840 (2),
 14 the landlord shall pay the tenant as provided in ORS 90.645 (1).

15 (b) If the landlord and the tenant continue the tenancy on the lot created in the planned com-
 16 munity subdivision, the tenancy is governed by ORS 90.100 to 90.465, except that the following pro-
 17 visions apply and, in the case of a conflict, control:

18 (A) ORS 90.510 (4) to (7) applies to a rental agreement and rules and regulations concerning the
 19 use and occupancy of the subdivision lot until the declarant turns over administrative control of the
 20 planned community subdivision of manufactured dwellings to a homeowners association pursuant to
 21 ORS 94.600 and 94.604 to 94.621. The landlord shall provide each tenant with a copy of the bylaws,
 22 rules and regulations of the homeowners association at least 60 days before the turnover meeting
 23 described in ORS 94.609.

24 (B) ORS 90.530 applies regarding pets.

25 (C) ORS 90.545 applies regarding the extension of a fixed term tenancy.

26 (D) ORS 90.600 [(2) to (8)] (1) to (5) applies to an increase in rent.

27 (E) ORS 90.620 applies to a termination by a tenant.

28 (F) ORS 90.630 applies to a termination by a landlord for cause. However, the sale of a lot in
 29 the planned community subdivision occupied by a tenant to someone other than the tenant is a good
 30 cause for termination under ORS 90.630 that the tenant cannot cure or correct and for which the
 31 landlord must give written notice of termination that states the cause of termination at least 180
 32 days before termination.

33 (G) ORS 90.632 applies to a termination of tenancy by a landlord due to the physical condition
 34 of the manufactured dwelling.

35 (H) ORS 90.634 applies to a lien for manufactured dwelling unit rent.

36 (I) ORS 90.680 applies to the sale of a manufactured dwelling occupying a lot in the planned
 37 community subdivision. If the intention of the buyer of the manufactured dwelling is to leave the
 38 dwelling on the lot, the landlord may reject the buyer as a tenant if the buyer does not buy the lot
 39 also.

40 (J) ORS 90.710 applies to a cause of action for a violation of ORS 90.510 (4) to (7), 90.630, 90.680
 41 or 90.765.

42 (K) ORS 90.725 applies to landlord access to a rented lot in a planned community subdivision.

43 (L) ORS 90.730 (2), (3), (4) and (7) apply to the duty of a landlord to maintain a rented lot in a
 44 habitable condition.

45 (M) ORS 90.750 applies to the right of a tenant to assemble or canvass.

1 (N) ORS 90.755 applies to the right of a tenant to speak on political issues and to post political
2 signs.

3 (O) ORS 90.765 applies to retaliatory conduct by a landlord.

4 (P) ORS 90.771 applies to the confidentiality of information provided to the Housing and Com-
5 munity Services Department about disputes.

6 **SECTION 10.** ORS 105.124 is amended to read:

7 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling
8 unit:

9 (1) The complaint must be in substantially the following form and be available from the clerk
10 of the court:

11 _____

12
13 IN THE CIRCUIT COURT
14 FOR THE COUNTY OF

15 _____
16 No. _____

17
18 RESIDENTIAL EVICTION COMPLAINT

19
20 PLAINTIFF (Landlord or agent):

21 _____
22 _____

23 Address: _____

24 City: _____

25 State: _____ Zip: _____

26 Telephone: _____

27
28 vs.

29
30 DEFENDANT (Tenants/Occupants):

31 _____
32 _____

33 MAILING ADDRESS: _____

34 City: _____

35 State: _____ Zip: _____

36 Telephone: _____

37
38 1.

39 Tenants are in possession of the dwelling unit, premises or rental property described above or
40 located at:

41 _____
42 _____

43
44 2.

45 Landlord is entitled to possession of the property because of:

1 I certify that the allegations and factual assertions in this complaint are true to the best of my
2 knowledge.

3

4 _____

5 Signature of landlord or agent.

6 _____

7

8 (2) The complaint must be signed by the plaintiff, or an attorney representing the plaintiff as
9 provided by ORCP 17, or verified by an agent or employee of the plaintiff or an agent or employee
10 of an agent of the plaintiff.

11 (3) A copy of the notice relied upon, if any, must be attached to the complaint.

12 _____