Senate Bill 294

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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.**

Changes methods by which landlord may bill tenant for utilities or services.
Declares emergency, effective on passage.

A BILL FOR AN ACT

Relating to landlord-tenant law; creating new provisions; amending ORS 90.510, 90.532, 90.534, 90.536, 90.537 and 90.730; and declaring an emergency.

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

SECTION 1. Section 2 of this 2011 Act is added to and made a part of ORS chapter 90.

SECTION 2. (1) The Legislative Assembly finds and declares that:

(a) Water is an essential and scarce resource;

(b) Conservation of water is critical for the future of this state; and

(c) Billing for water according to usage encourages users to conserve water.

(2) A landlord for a manufactured dwelling park containing 200 or more spaces in the facility may unilaterally amend the rental agreement to convert water utility or service billing to the billing method described in ORS 90.532 (1)(b)(C)(ii) after providing a tenant with written notice of the conversion at least 90 days before conversion if the current billing method is described in ORS 90.532 (1)(b)(C)(i) and the landlord reduces the rent as described in subsection (4) of this section.

(3) A landlord shall give notice as provided in ORS 90.725 before entering a tenant's space to install or maintain a utility or service line.

(4) If the cost of the tenant's utility or service was included in the rent before the conversion to a pro rata billing method, the landlord shall reduce the tenants' rents on a pro rata basis upon the landlord's first billing of the tenant using the pro rata billing method. The rent reduction may not be less than an amount reasonably comparable to the amount of the rent previously allocated to the utility or service cost averaged over at least the preceding 12 months. A landlord may not convert billing to a pro rata method less than one year after giving notice of a rent increase, unless the rent increase is an automatic increase provided for in a fixed term rental agreement entered into one year or more before the conversion. Before the landlord first bills the tenant using the pro rata method, the landlord shall provide the tenant with written documentation from the utility or service provider showing the landlord's cost for the utility or service provided to the facility during at least the 12 preceding months.

(5) During the six months following a conversion to a pro rata billing method, the land-

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.

lord may not raise the rent to recover the costs of installing, maintaining or operating the utility or service system or of new lines. Except as part of the rent, a landlord may not charge the tenant for the cost of installation or for any capital expenses related to the conversion to a pro rata billing method or for the cost of maintenance or operation of the utility or service system.

(6) A rental agreement unilaterally amended under this section shall include language that fairly describes the provisions of this section.

SECTION 3. ORS 90.510 is amended to read:

90.510. (1) Every landlord who rents a space for a manufactured dwelling or floating home shall provide a written statement of policy to prospective and existing tenants. The purpose of the statement of policy is to provide disclosure of the landlord's policies to prospective tenants and to existing tenants who have not previously received a statement of policy. The statement of policy is not a part of the rental agreement. The statement of policy shall provide all of the following information in summary form:

(a) The location and approximate size of the space to be rented.

(b) The federal fair-housing age classification and present zoning that affect the use of the rented space.

(c) The facility policy regarding rent adjustment and a rent history for the space to be rented. The rent history must, at a minimum, show the rent amounts on January 1 of each of the five preceding calendar years or during the length of the landlord's ownership, leasing or subleasing of the facility, whichever period is shorter.

(d) The personal property, services and facilities that are provided by the landlord.

(e) The installation charges that are imposed by the landlord and the installation fees that are imposed by government agencies.

(f) The facility policy regarding rental agreement termination including, but not limited to, closure of the facility.

(g) The facility policy regarding facility sale.

(h) The facility policy regarding informal dispute resolution.

(i) The utilities and services that are available, the name of the person furnishing them and the name of the person responsible for payment.

(j) If a tenants' association exists for the facility, a one-page summary about the tenants' association. The tenants' association shall provide the summary to the landlord.

(k) Any facility policy regarding the removal of a manufactured dwelling, including a statement that removal requirements may impact the market value of a dwelling.

(2) The rental agreement and the facility rules and regulations shall be attached as an exhibit to the statement of policy. If the recipient of the statement of policy is a tenant, the rental agreement attached to the statement of policy must be a copy of the agreement entered by the landlord and tenant.

(3) The landlord shall give:

(a) Prospective tenants a copy of the statement of policy before the prospective tenants sign rental agreements;

(b) Existing tenants who have not previously received a copy of the statement of policy and who are on month-to-month rental agreements a copy of the statement of policy at the time a 90-day notice of a rent increase is issued; and

(c) All other existing tenants who have not previously received a copy of the statement of policy

a copy of the statement of policy upon the expiration of their rental agreements and before the tenants sign new agreements.

(4) Every landlord who rents a space for a manufactured dwelling or floating home shall provide a written rental agreement, except as provided by ORS 90.710 (2)(d). The agreement must be signed by the landlord and tenant and may not be unilaterally amended by one of the parties to the contract except by:

(a) Mutual agreement of the parties;

(b) Actions taken pursuant to ORS 90.530, 90.533, 90.537 or 90.600 **or section 2 of this 2011 Act**; or

(c) Those provisions required by changes in statute or ordinance.

(5) The agreement required by subsection (4) of this section must specify:

(a) The location and approximate size of the rented space;

(b) The federal fair-housing age classification;

(c) The rent per month;

(d) All personal property, services and facilities to be provided by the landlord;

(e) All security deposits, fees and installation charges imposed by the landlord;

(f) Improvements that the tenant may or must make to the rental space, including plant materials and landscaping;

(g) Provisions for dealing with improvements to the rental space at the termination of the tenancy;

(h) Any conditions the landlord applies in approving a purchaser of a manufactured dwelling or floating home as a tenant in the event the tenant elects to sell the home. Those conditions must be in conformance with state and federal law and may include, but are not limited to, conditions as to pets, number of occupants and screening or admission criteria;

(i) That the tenant may not sell the tenant's manufactured dwelling or floating home to a person who intends to leave the manufactured dwelling or floating home on the rental space until the landlord has accepted the person as a tenant;

(j) The term of the tenancy;

(k) The process by which the rental agreement or rules and regulations may be changed, which shall identify that the rules and regulations may be changed with 60 days' notice unless tenants of at least 51 percent of the eligible spaces file an objection within 30 days; and

(L) The process by which the landlord or tenant shall give notices.

(6) Every landlord who rents a space for a manufactured dwelling or floating home shall provide rules and regulations concerning the tenant's use and occupancy of the premises. A violation of the rules and regulations may be cause for termination of a rental agreement. However, this subsection does not create a presumption that all rules and regulations are identical for all tenants at all times. A rule or regulation shall be enforceable against the tenant only if:

(a) The rule or regulation:

(A) Promotes the convenience, safety or welfare of the tenants;

(B) Preserves the landlord's property from abusive use; or

(C) Makes a fair distribution of services and facilities held out for the general use of the tenants.

(b) The rule or regulation:

(A) Is reasonably related to the purpose for which it is adopted and is reasonably applied;

(B) Is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct to

fairly inform the tenant of what the tenant shall do or may not do to comply; and

(C) Is not for the purpose of evading the obligations of the landlord.

(7)(a) A landlord who rents a space for a manufactured dwelling or floating home may adopt a rule or regulation regarding occupancy guidelines. If adopted, an occupancy guideline in a facility must be based on reasonable factors and not be more restrictive than limiting occupancy to two people per bedroom.

(b) As used in this subsection:

(A) Reasonable factors may include but are not limited to:

(i) The size of the dwelling.

(ii) The size of the rented space.

(iii) Any discriminatory impact for reasons identified in ORS 659A.421.

(iv) Limitations placed on utility services governed by a permit for water or sewage disposal.

(B) "Bedroom" means a room that is intended to be used primarily for sleeping purposes and does not include bathrooms, toilet compartments, closets, halls, storage or utility space and similar areas.

(8) Intentional and deliberate failure of the landlord to comply with subsections (1) to (3) of this section is cause for suit or action to remedy the violation or to recover actual damages. The prevailing party is entitled to reasonable attorney fees and court costs.

(9) A receipt signed by the potential tenant or tenants for documents required to be delivered by the landlord pursuant to subsections (1) to (3) of this section is a defense for the landlord in an action against the landlord for nondelivery of the documents.

(10) A suit or action arising under subsection (8) of this section must be commenced within one year after the discovery or identification of the alleged violation.

(11) Every landlord who publishes a directory of tenants and tenant services must include a one-page summary regarding any tenants' association. The tenants' association shall provide the summary to the landlord.

SECTION 4. ORS 90.532 is amended to read:

90.532. (1) Subject to the policies of the utility or service provider, a landlord may, except as provided in subsections (2) and (3) of this section, provide for utilities or services to tenants by one or more of the following billing methods:

(a) A relationship between the tenant and the utility or service provider in which:

(A) The provider provides the utility or service directly to the tenant's space, including any utility or service line, and bills the tenant directly; and

(B) The landlord does not act as a provider.

(b) A relationship between the landlord, tenant and utility or service provider in which:

(A) The provider provides the utility or service to the landlord;

(B) The landlord provides the utility or service directly to the tenant's space or to a common area available to the tenant as part of the tenancy; and

(C) The landlord:

(i) Includes the cost of the utility or service in the tenant's rent; or

(ii) Bills the tenant for a utility or service charge separately from the rent in an amount determined by apportioning on a pro rata basis the provider's charge to the landlord as measured by a master meter.

(c) A relationship between the landlord, tenant and utility or service provider in which:

(A) The provider provides the utility or service to the landlord;

(B) The landlord provides the utility or service directly to the tenant's space; and

(C) The landlord uses a submeter to measure the utility or service actually provided to the space and bills the tenant for a utility or service charge for the amount provided.

(2) A landlord may not use a separately charged pro rata apportionment **billing method** as described in subsection (1)(b)(C)(ii) of this section:

(a) For garbage collection and disposal, unless the pro rata apportionment is based upon the number and size of the garbage receptacles used by the tenant.

[*(b) For water service, if the rental agreement for the dwelling unit was entered into on or after January 1, 2010.*]

[*(c) For sewer service, if sewer service is measured by consumption of water and the rental agreement for the dwelling unit was entered into on or after January 1, 2010.*]

(b) For water service, if the rental agreement for the dwelling unit was entered into on or after January 1, 2011, unless the landlord was using a separately charged pro rata apportionment billing method for all tenants in the facility immediately before January 1, 2011.

(c) For sewer service, if sewer service is measured by consumption of water and the rental agreement for the dwelling unit was entered into on or after January 1, 2011, unless the landlord was using a separately charged pro rata apportionment billing method for all tenants in the facility immediately before January 1, 2011.

(3) **Except as provided in section 2 of this 2011 Act,** a landlord and tenant may not amend a rental agreement to convert water or sewer utility and service billing from a method described in subsection (1)(b)(C)(i) of this section to a method described in subsection (1)(b)(C)(ii) of this section.

(4) To assess a tenant for a utility or service charge for any billing period, the landlord shall give the tenant a written notice stating the amount of the utility or service charge that the tenant is to pay the landlord and the due date for making the payment. The due date may not be less than 14 days from the date of service of the notice.

(5) A utility or service charge is not rent or a fee. Nonpayment of a utility or service charge is not grounds for termination of a rental agreement for nonpayment of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS 90.630.

(6) The landlord is responsible for maintaining the utility or service system, including any submeter, consistent with ORS 90.730. After any installation or maintenance of the system on a tenant's space, the landlord shall restore the space to a condition that is the same as or better than the condition of the space before the installation or maintenance.

(7) A landlord may not assess a utility or service charge for water unless the water is provided to the landlord by a:

(a) Public utility as defined in ORS 757.005;

(b) Municipal utility operating under ORS chapter 225;

(c) People's utility district organized under ORS chapter 261;

(d) Cooperative organized under ORS chapter 62;

(e) Domestic water supply district organized under ORS chapter 264; or

(f) Water improvement district organized under ORS chapter 552.

(8) A landlord that provides utilities or services only to tenants of the landlord in compliance with this section and ORS 90.534 and 90.536 is not a public utility for purposes of ORS chapter 757.

(9) The authority granted in this section for a utility or service provider to apply policy regarding the billing methods described in subsection (1) of this section does not authorize the utility or service provider to dictate either the amount billed to tenants or the rate at which tenants are

billed under ORS 90.534 or 90.536.

SECTION 5. ORS 90.532, as amended by section 6a, chapter 816, Oregon Laws 2009, is amended to read:

90.532. (1) Subject to the policies of the utility or service provider, a landlord may, except as provided in subsections (2), (3) and (4) of this section, provide for utilities or services to tenants by one or more of the following billing methods:

(a) A relationship between the tenant and the utility or service provider in which:

(A) The provider provides the utility or service directly to the tenant's space, including any utility or service line, and bills the tenant directly; and

(B) The landlord does not act as a provider.

(b) A relationship between the landlord, tenant and utility or service provider in which:

(A) The provider provides the utility or service to the landlord;

(B) The landlord provides the utility or service directly to the tenant's space or to a common area available to the tenant as part of the tenancy; and

(C) The landlord:

(i) Includes the cost of the utility or service in the tenant's rent; or

(ii) Bills the tenant for a utility or service charge separately from the rent in an amount determined by apportioning on a pro rata basis the provider's charge to the landlord as measured by a master meter.

(c) A relationship between the landlord, tenant and utility or service provider in which:

(A) The provider provides the utility or service to the landlord;

(B) The landlord provides the utility or service directly to the tenant's space; and

(C) The landlord uses a submeter to measure the utility or service actually provided to the space and bills the tenant for a utility or service charge for the amount provided.

(2) A landlord may not use a separately charged pro rata apportionment **billing method** as described in subsection (1)(b)(C)(ii) of this section:

(a) For garbage collection and disposal, unless the pro rata apportionment is based upon the number and size of the garbage receptacles used by the tenant.

[*(b) For water service, if the rental agreement for the dwelling unit was entered into on or after January 1, 2010.*]

[*(c) For sewer service, if sewer service is measured by consumption of water and the rental agreement for the dwelling unit was entered into on or after January 1, 2010.*]

(b) For water service, if the rental agreement for the dwelling unit was entered into on or after January 1, 2011, unless the landlord was using a separately charged pro rata apportionment billing method for all tenants in the facility immediately before January 1, 2011.

(c) For sewer service, if sewer service is measured by consumption of water and the rental agreement for the dwelling unit was entered into on or after January 1, 2011, unless the landlord was using a separately charged pro rata apportionment billing method for all tenants in the facility immediately before January 1, 2011.

(3) **Except as provided in section 2 of this 2011 Act,** a landlord and tenant may not amend a rental agreement to convert water or sewer utility and service billing from a method described in subsection (1)(b)(C)(i) of this section to a method described in subsection (1)(b)(C)(ii) of this section.

(4) **Subject to subsections (5), (6) and (7) of this section,** a landlord for a manufactured dwelling park containing 200 or more spaces in the facility may not assess a tenant a utility or service charge for water by using the billing [*method*] **methods** described in subsection (1)(b) of this

section.

(5) If a landlord for a manufactured dwelling park expands the park to contain 200 or more spaces, the landlord may not assess a tenant in the expanded area a utility or service charge for water by using the billing methods described in subsection (1)(b) of this section.

(6) A landlord described in subsection (4) or (5) of this section may assess a tenant a utility or service charge for water by using a billing method described in subsection (1)(b) of this section if the landlord:

(a) Provides water to the park from a well; or

(b) Bills for water using a pro rata billing method and the landlord:

(A) Applies a formula to all water use, including common area water use that is weighted:

(i) Two-thirds based on the number of occupants in each manufactured dwelling compared to the number of occupants in the park, based on information provided by tenants; and

(ii) One-third based on lot size as a percentage of the total area of the park.

(B) Demonstrates significant other conservation methods, including:

(i) Testing for leaks in common areas at least annually or more often, repairing significant leaks within a reasonable time and making test results available to tenants;

(ii) Testing each manufactured dwelling for leaks without charge to the tenant annually or more often and making test results available to the tenant;

(iii) Posting annually in a manufactured dwelling park office and in any common area evidence demonstrating that per capita consumption of water in the park is below the area average for single family residences, as shown by data from the provider of water; and

(iv) Taking one or more other reasonable measures to promote conservation of water and control costs, including educating tenants about water conservation, prohibiting the washing of motor vehicles in the park and requiring drip irrigation systems or schedules for watering landscaping.

(7) A tenant in a manufactured dwelling park may file an action seeking injunctive relief to compel compliance by a landlord with the requirements of subsections (4), (5) and (6) of this section and actual damages plus at least two months' rent as a penalty for noncompliance.

[*(5)*] **(8)** To assess a tenant for a utility or service charge for any billing period, the landlord shall give the tenant a written notice stating the amount of the utility or service charge that the tenant is to pay the landlord and the due date for making the payment. The due date may not be less than 14 days from the date of service of the notice.

[*(6)*] **(9)** A utility or service charge is not rent or a fee. Nonpayment of a utility or service charge is not grounds for termination of a rental agreement for nonpayment of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS 90.630.

[*(7)*] **(10)** The landlord is responsible for maintaining the utility or service system, including any submeter, consistent with ORS 90.730. After any installation or maintenance of the system on a tenant's space, the landlord shall restore the space to a condition that is the same as or better than the condition of the space before the installation or maintenance.

[*(8)*] **(11)** A landlord may not assess a utility or service charge for water unless the water is provided to the landlord by a:

(a) Public utility as defined in ORS 757.005;

(b) Municipal utility operating under ORS chapter 225;

(c) People's utility district organized under ORS chapter 261;

(d) Cooperative organized under ORS chapter 62;

(e) Domestic water supply district organized under ORS chapter 264; or

(f) Water improvement district organized under ORS chapter 552.

[*(9)*] **(12)** A landlord that provides utilities or services only to tenants of the landlord in compliance with this section and ORS 90.534 and 90.536 is not a public utility for purposes of ORS chapter 757.

[*(10)*] **(13)** The authority granted in this section for a utility or service provider to apply policy regarding the billing methods described in subsection (1) of this section does not authorize the utility or service provider to dictate either the amount billed to tenants or the rate at which tenants are billed under ORS 90.534 or 90.536.

SECTION 6. ORS 90.534 is amended to read:

90.534. (1) If a written rental agreement so provides, a landlord using the pro rata billing method described in ORS 90.532 (1)(b)(C)(ii) may require a tenant to pay to the landlord a utility or service charge that has been billed by a utility or service provider to the landlord for a utility or service provided directly to the tenant's space or to a common area available to the tenant as part of the tenancy. A landlord may not unilaterally amend a rental agreement to convert utility and service billing from a method described in ORS 90.532 (1)(b)(C)(i) to a method described in ORS 90.532 (1)(b)(C)(ii).

(2)(a) As used in this subsection, "occupied" means that a tenant resides in the dwelling or home during each month for which the utility or service is billed.

(b) A utility or service charge that is assessed on a pro rata basis to tenants for the tenants' spaces under this section must be allocated among the tenants by a method that reasonably apportions the cost among the affected tenants and that is described in the rental agreement.

(c) Methods that reasonably apportion the cost among the tenants include, but are not limited to, methods that divide the cost based on:

(A) The number of occupied spaces in the facility;

(B) The number of tenants or occupants in the dwelling or home compared with the number of tenants or occupants in the facility, if there is a correlation with consumption of the utility or service; or

(C) The square footage in each dwelling, home or space compared with the total square footage of occupied dwellings or homes in the facility, if there is a correlation with consumption of the utility or service.

(3) A utility or service charge to be assessed to a tenant for a common area must be described in the written rental agreement separately and distinctly from the utility or service charge for the tenant's space.

(4) **Except as provided in subsection (5) of this section,** a landlord may not:

(a) Bill or collect more money from tenants for utilities or services than the utility or service provider charges the landlord.

(b) Increase the utility or service charge to the tenant by adding any costs of the landlord, such as a handling or administrative charge.

(5) If a landlord uses a billing method described in ORS 90.532 (1)(b)(C)(ii) or (c), the landlord may treat as a recoverable the costs to read meters and send billing notices that are charged by a third party service and documented to the tenants.

SECTION 7. ORS 90.536 is amended to read:

90.536. (1) If a written rental agreement so provides, a landlord using the billing method described in ORS 90.532 (1)(c) may require a tenant to pay to the landlord a utility or service charge that has been billed by a utility or service provider to the landlord for utility or service provided directly to the tenant's space as measured by a submeter.

(2) A utility or service charge to be assessed to a tenant under this section may consist of:

(a) The cost of the utility or service provided to the tenant's space and under the tenant's control, as measured by the submeter, at a rate no greater than the average rate billed to the landlord by the utility or service provider, not including any base or service charge;

(b) The cost of any sewer service for [*stormwater or*] wastewater as a percentage of the tenant's water charge as measured by a submeter, if the utility or service provider charges the landlord for sewer service as a percentage of water provided;

(c) A pro rata portion of the cost of any sewer service for stormwater if the landlord provides access to billing records showing stormwater charges; and

[*(c)*] **(d)** A pro rata portion of any base or service charge billed to the landlord by the utility or service provider, including but not limited to any tax passed through by the provider.

(3) **Except as provided in subsection (5) of this section,** the landlord may not bill or collect more money from tenants for utilities or services than the utility or service provider charges the landlord. A utility or service charge to be assessed to a tenant under this section may not include:

(a) Any additional charge, including any costs of the landlord, for the installation, maintenance or operation of the utility or service system or any profit for the landlord; or

(b) Any costs to provide a utility or service to common areas of the facility.

(4) If a landlord uses a billing method described in ORS 90.532 (1)(b)(C)(ii) or (c), the landlord may treat as a recoverable the costs to read meters and send billing notices that are charged by a third-party service and documented to the tenants.

SECTION 8. (1) When a landlord converts the billing method for sewer service for stormwater to comply with ORS 90.536 (2), the landlord shall:

(a) Provide a tenant with written notice of the conversion at least 60 days before conversion.

(b) Reduce the tenants' rents on a pro rata basis upon the landlord's first billing of the tenant using the pro rata billing method if the cost of the tenant's sewer service for stormwater was included in the rent before the conversion to a pro rata billing method.

(2) The rent reduction may not be less than an amount reasonably comparable to the amount of the rent previously allocated to the sewer service cost for stormwater averaged over at least the preceding 12 months. Before the landlord first bills the tenant using the pro rata method, the landlord shall provide the tenant with written documentation from the provider of sewer service for stormwater showing the landlord's cost for the sewer service for stormwater provided to the facility during at least the 12 preceding months.

(3) During the six months following a conversion to a pro rata billing method, the landlord may not raise the rent to recover the costs of conversion of the billing method.

(4) A rental agreement unilaterally amended under this section shall include language that fairly describes the provisions of this section.

SECTION 9. ORS 90.537 is amended to read:

90.537. (1) A landlord may unilaterally amend a rental agreement to convert a tenant's existing utility or service billing method from a method described in ORS 90.532 (1)(b) to a submeter billing method described in ORS 90.532 (1)(c). The landlord must give the tenant not less than 180 days'

written notice before converting to a submeter billing method.

(2) A landlord must give notice as provided in ORS 90.725 before entering a tenant's space to install or maintain a utility or service line or a submeter that measures the amount of a provided utility or service.

(3) If the cost of the tenant's utility or service was included in the rent before the conversion to submeters, the landlord shall reduce the tenant's rent **on a pro rata basis** upon the landlord's first billing of the tenant using the submeter method. The rent reduction may not be less than an amount reasonably comparable to the amount of the rent previously allocated to the utility or service cost averaged over at least the preceding [*six*] **12** months. A landlord may not convert billing to a submeter method less than one year after giving notice of a rent increase, unless the rent increase is an automatic increase provided for in a fixed term rental agreement entered into one year or more before the conversion. Before the landlord first bills the tenant using the submeter method, the landlord shall provide the tenant with written documentation from the utility or service provider showing the landlord's cost for the utility or service provided to the facility during at least the [*six*] **12** preceding months.

(4) During the six months following a conversion to submeters, the landlord may not raise the rent to recover the costs of installing, maintaining or operating the utility or service system or of new lines or submeters. Except as part of the rent, a landlord may not charge the tenant for the cost of installation or for any capital expenses related to the conversion to submeters or for the cost of maintenance or operation of the utility or service system. As used in this subsection, "operation" includes, but is not limited to, reading the submeter.

(5) A rental agreement amended under this section shall include language that fairly describes the provisions of this section.

(6) If a landlord installs a submeter on an existing utility or service line to a space or common area that is already served by that line, unless the installation causes a system upgrade, a local government may not assess a system development charge as defined in ORS 223.299 as a result of the installation.

SECTION 10. ORS 90.730 is amended to read:

90.730. (1) As used in this section, "facility common areas" means all areas under control of the landlord and held out for the general use of tenants.

(2) A landlord who rents a space for a manufactured dwelling or floating home shall at all times during the tenancy maintain the rented space, vacant spaces in the facility and the facility common areas in a habitable condition. The landlord does not have a duty to maintain a dwelling or home. A landlord's habitability duty under this section includes only the matters described in subsections (3) to (5) of this section.

(3) For purposes of this section, a rented space is considered unhabitable if it substantially lacks:

(a) A sewage disposal system and a connection to the space approved under applicable law at the time of installation and maintained in good working order to the extent that the sewage disposal system can be controlled by the landlord;

(b) If required by applicable law, a drainage system reasonably capable of disposing of storm water, ground water and subsurface water, approved under applicable law at the time of installation and maintained in good working order;

(c) A water supply and a connection to the space approved under applicable law at the time of installation and maintained so as to provide safe drinking water and to be in good working order

to the extent that the water supply system can be controlled by the landlord;

(d) **A utility or service system, including any submeter and, to the extent that the electrical supply system can be controlled by the landlord,** an electrical supply and a connection to the space**,** approved under applicable law at the time of installation and maintained in good working order [*to the extent that the electrical supply system can be controlled by the landlord*];

(e) At the time of commencement of the rental agreement, buildings, grounds and appurtenances that are kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;

(f) Except as otherwise provided by local ordinance or by written agreement between the landlord and the tenant, an adequate number of appropriate receptacles for garbage and rubbish in clean condition and good repair at the time of commencement of the rental agreement, and for which the landlord shall provide and maintain appropriate serviceable receptacles thereafter and arrange for their removal; and

(g) Completion of any landlord-provided space improvements, including but not limited to installation of carports, garages, driveways and sidewalks, approved under applicable law at the time of installation.

(4) A vacant space in a facility is considered unhabitable if the space substantially lacks safety from the hazards of fire or injury.

(5) A facility common area is considered unhabitable if it substantially lacks:

(a) Buildings, grounds and appurtenances that are kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;

(b) Safety from the hazards of fire;

(c) A utility or service system, including any submeter, approved under applicable law at the time of installation and maintained in good working order; and

[*(c)*] **(d)** Trees, shrubbery and grass maintained in a safe manner.

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

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

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

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

SECTION 11. This 2011 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2011 Act takes effect on its passage.