

SENATE AMENDMENTS TO A-ENGROSSED HOUSE BILL 2004

By COMMITTEE ON HUMAN SERVICES

June 8

1 On page 1 of the printed A-engrossed bill, delete line 3 and insert “90.600 and 105.124 and sec-
2 tion 2, chapter 53, Oregon Laws 2016; and declaring an emergency.”.

3 Delete lines 5 through 21 and delete pages 2 through 5.

4 On page 6, delete line 1 and insert:

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

6 “90.427. (1) As used in this section[, *‘first year of occupancy’ includes all periods in which any*
7 *of the tenants has resided in the dwelling unit for one year or less.*]:

8 “(a) **‘First nine months of occupancy’ includes all periods in which any of the tenants has**
9 **resided in the dwelling unit for nine months or less.**

10 “(b) **‘First year of occupancy’ includes all periods in which any of the tenants has resided**
11 **in the dwelling unit for one year or less.**

12 “(c) **‘Immediate family’ means:**

13 “(A) **An adult person related by blood, adoption, marriage or domestic partnership, as**
14 **defined in ORS 106.310, or as defined or described in similar law in another jurisdiction;**

15 “(B) **An unmarried parent of a joint child;**

16 “(C) **A child, grandchild, foster child, ward or guardian; or**

17 “(D) **A child, grandchild, foster child, ward or guardian of any person listed in subpara-**
18 **graph (A) or (B) of this paragraph.**

19 “(2) If a tenancy is a week-to-week tenancy, the landlord or the tenant may terminate the
20 tenancy by a written notice given to the other at least 10 days before the termination date specified
21 in the notice.

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

23 “(3) **Except as provided in subsection (9) of this section, if a tenancy is a month-to-month**
24 **tenancy:**

25 “(a) At any time during the tenancy, the tenant may terminate the tenancy by giving the land-
26 lord notice in writing not less than 30 days prior to the date designated in the notice for the ter-
27 mination of the tenancy.

28 “(b)(A) **Except as provided in subparagraph (B) of this paragraph**, at any time during the
29 first [*year*] **nine months** of occupancy, the landlord may terminate the tenancy by giving the tenant
30 notice in writing not less than 30 days prior to the date designated in the notice for the termination
31 of the tenancy.

32 “(B) **A landlord may not terminate a tenancy under this paragraph within 60 days of re-**
33 **ceiving a request from the tenant for repairs that are necessary to correct a violation of the**
34 **building, health or housing code or to correct an uninhabitable condition, as described in ORS**
35 **90.320.**

1 “(c) At any time after the first year of occupancy, the landlord may terminate the tenancy by giving
2 the tenant notice in writing not less than 60 days prior to the date designated in the notice for the
3 termination of the tenancy.]

4 “(4) If the tenancy is for a fixed term of at least one year and by its terms becomes a month-to-
5 month tenancy after the fixed term:]

6 “(a) At any time during the fixed term, notwithstanding subsection (3) of this section, the landlord
7 or the tenant may terminate the tenancy without cause by giving the other notice in writing not less
8 than 30 days prior to the specified ending date for the fixed term or not less than 30 days prior to the
9 date designated in the notice for the termination of the tenancy, whichever is later.]

10 “(b) After the specified ending date for the fixed term, at any time during the month-to-month
11 tenancy, the landlord may terminate the tenancy without cause only by giving the tenant notice in
12 writing not less than 60 days prior to the date designated in the notice for the termination of the
13 tenancy.]

14 “(c) At any time after the first nine months of occupancy, the landlord may terminate
15 the tenancy only:

16 “(A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394,
17 90.396, 90.398, 90.405, 90.440 or 90.445; or

18 “(B) Under an exception and with notice as described in subsection (5) or (6) of this sec-
19 tion.

20 “(4) Except as provided in subsection (9) of this section, if a tenancy is a fixed term
21 tenancy:

22 “(a) Unless the tenant requests a shorter fixed term, the fixed term must be at least six
23 months in duration.

24 “(b) At any time during the fixed term:

25 “(A) The tenant may terminate the tenancy without cause by giving the landlord notice
26 in writing not less than 30 days prior to the specified ending date for the fixed term or not
27 less than 30 days prior to the date designated in the notice for the termination of the
28 tenancy, whichever is later.

29 “(B) The landlord may terminate the tenancy only for cause and with notice as described
30 in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445.

31 “(c) Not less than 90 days prior to the specified ending date for the fixed term, the
32 landlord shall give the tenant notice in writing that:

33 “(A) The tenancy will terminate upon reaching the expiration date of the fixed term; or

34 “(B) The tenant may renew the tenancy for a fixed term by giving the landlord notice in
35 writing not less than 45 days prior to the specified ending date for the fixed term that the
36 tenant desires to renew the tenancy.

37 “(d) If the landlord fails to give the tenant notice as required under paragraph (c) of this
38 subsection and the tenant does not terminate the tenancy under paragraph (b)(A) of this
39 subsection, the fixed term tenancy becomes a month-to-month tenancy without requiring
40 further notice upon reaching the specified ending date for the fixed term.

41 “(5) [Notwithstanding subsections (3)(c) and (4)(b) of this section,] The landlord may terminate a
42 month-to-month tenancy **under subsection (3)(c)(B) of this section** at any time by giving the ten-
43 ant notice in writing not less than [30] **90** days prior to the date designated in the notice for the
44 termination of the tenancy if:

45 “(a) The dwelling unit is purchased separately from any other dwelling unit;]

1 “(b) *The landlord has accepted an offer to purchase the dwelling unit from a person who intends*
2 *in good faith to occupy the dwelling unit as the person’s primary residence; and]*

3 “(c) *The landlord has provided the notice, and written evidence of the offer to purchase the*
4 *dwelling unit, to the tenant not more than 120 days after accepting the offer to purchase.]*

5 “(a) **The landlord intends in good faith to convert the dwelling unit to a use other than**
6 **a residential use within a reasonable time.**

7 “(b) **The landlord intends in good faith to demolish the dwelling unit within a reasonable**
8 **time.**

9 “(c) **The landlord intends in good faith to undertake repairs or renovations that will**
10 **cause the dwelling unit to be unsafe or unfit for occupancy during the repairs or renovations.**
11 **If a landlord terminates a tenancy pursuant to this paragraph, after the repairs or reno-**
12 **vations are complete and the dwelling unit is safe and lawful to occupy, the landlord must**
13 **offer the tenant the option to enter into a new rental agreement before offering the dwelling**
14 **unit for rent to any other person.**

15 “(d) **The dwelling unit is unsafe or unfit for occupancy and the landlord intends in good**
16 **faith to undertake repairs within a reasonable time to correct the condition of the dwelling**
17 **unit. If a landlord terminates a tenancy pursuant to this paragraph, after the repairs are**
18 **complete and the dwelling unit is safe and lawful to occupy, the landlord must offer the**
19 **tenant the option to enter into a new rental agreement before offering the dwelling unit for**
20 **rent to any other person.**

21 “(e) **The landlord has:**

22 “(A) **Accepted an offer to purchase the dwelling unit separately from any other dwelling**
23 **unit from a person who intends in good faith to occupy the dwelling unit as the person’s**
24 **primary residence; and**

25 “(B) **Provided the notice, and written evidence of the offer to purchase the dwelling unit,**
26 **to the tenant not more than 120 days after accepting the offer to purchase.**

27 “(f) **The landlord has:**

28 “(A) **Listed the dwelling unit for sale;**

29 “(B) **Reasonably determined that the dwelling unit must be unoccupied to facilitate the**
30 **sale; and**

31 “(C) **Provided the tenant with a copy of the real estate listing for the dwelling unit.**

32 “(g)(A) **The landlord intends in good faith for the landlord or a member of the landlord’s**
33 **immediate family to occupy the dwelling unit as a primary residence; and**

34 “(B) **The landlord does not own a comparable unit in the same building that is available**
35 **for occupancy at the same time that the tenant receives notice to terminate the tenancy.**

36 “(6) **Notwithstanding subsection (5) of this section, the landlord may terminate a**
37 **month-to-month tenancy under subsection (3)(c)(B) of this section at any time by giving the**
38 **tenant notice in writing not less than 30 days prior to the date designated in the notice for**
39 **the termination of the tenancy if the landlord:**

40 “(a) **Meets the requirements of subsection (5)(f) of this section; and**

41 “(b) **Gives the tenant notice in writing that the dwelling unit is listed for sale within 14**
42 **days of listing the dwelling unit.**

43 “(7)(a) **A landlord that terminates a tenancy under an exception described in subsection**
44 **(5) or (6) of this section shall:**

45 “(A) **State in the notice given to terminate the tenancy the exception under which the**

1 tenancy is terminated and facts supporting the exception; and

2 **“(B) At the time the landlord gives the tenant the notice to terminate the tenancy, pay**
3 **the tenant an amount equal to one month’s periodic rent.**

4 **“(b) The requirements of paragraph (a)(B) of this subsection do not apply to a landlord**
5 **of four or fewer dwelling units.**

6 **“(8)(a) A notice given to terminate a tenancy under subsection (2), (3)(a) or (b), (4)(b) or**
7 **(9) of this section need not state a reason for the termination.**

8 **“(b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant may include**
9 **in a notice of termination given under subsection (2), (3)(a) or (b), (4)(b) or (9) of this section**
10 **an explanation of the reason for the termination without having to prove the reason. An**
11 **explanation does not give the person receiving the notice of termination a right to cure the**
12 **reason if the notice states that:**

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

14 **“(B) The recipient of the notice does not have a right to cure the reason for the termi-**
15 **nation; and**

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

18 **“(9) If the tenancy is for occupancy in a dwelling unit that is located in the same building**
19 **or on the same property as the landlord’s primary residence, and the building or the property**
20 **contains not more than two dwelling units, the landlord may terminate the tenancy:**

21 **“(a) At any time during the first year of occupancy by giving the tenant notice in writing**
22 **not less than 30 days prior to the date designated in the notice for the termination of the**
23 **tenancy.**

24 **“(b) At any time after the first year of occupancy by giving the tenant notice in writing**
25 **not less than 60 days prior to the date designated in the notice for the termination of the**
26 **tenancy.**

27 **“(10)(a) If a landlord terminates a tenancy in violation of subsection (3)(c)(B), (5), (6) or**
28 **(7) of this section:**

29 **“(A) The landlord shall be liable to the tenant in an amount equal to three months’ rent**
30 **in addition to actual damages suffered by the tenant as a result of the tenancy termination;**
31 **and**

32 **“(B) The tenant has a defense to an action for possession by the landlord.**

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

36 **“[(6)] (11) The tenancy shall terminate on the date designated and without regard to the expi-**
37 **ration of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise**
38 **agreed, rent is uniformly apportionable from day to day.**

39 **“[(7)] (12) If the tenant remains in possession without the landlord’s consent after expiration of**
40 **the term of the rental agreement or its termination, the landlord may bring an action for possession.**
41 **In addition, the landlord may recover from the tenant any actual damages resulting from the tenant**
42 **holding over, including the value of any rent accruing from the expiration or termination of the**
43 **rental agreement until the landlord knows or should know that the tenant has relinquished pos-**
44 **session to the landlord. If the landlord consents to the tenant’s continued occupancy, ORS 90.220 (7)**
45 **applies.**

1 “(8)(a) A notice given to terminate a tenancy under subsection (2) or (3) of this section need not
2 state a reason for the termination.]

3 “(b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant may include in a no-
4 tice of termination given under subsection (2) or (3) of this section an explanation of the reason for the
5 termination without having to prove the reason. An explanation does not give the person receiving the
6 notice of termination a right to cure the reason if the notice states that:]

7 “(A) The notice is given without stated cause;]

8 “(B) The recipient of the notice does not have a right to cure the reason for the termination;
9 and]

10 “(C) The person giving the notice need not prove the reason for the termination in a court
11 action.]

12 “[(9)] (13) Subsections (2) to [(5)] (10) of this section do not apply to a month-to-month tenancy
13 subject to ORS 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to
14 90.850.

15 “**SECTION 2.** Section 2, chapter 53, Oregon Laws 2016, is amended to read:

16 “**Sec. 2.** (1) If a tenancy is a week-to-week tenancy, the landlord may not increase the rent
17 without giving the tenant written notice at least seven days prior to the effective date of the rent
18 increase.

19 “(2) If a tenancy is a month-to-month tenancy, the landlord may not increase the rent:

20 “(a) During the first year after the tenancy begins.

21 “(b) At any time after the first year of the tenancy without giving the tenant written notice at
22 least 90 days prior to the effective date of the rent increase.

23 “**(c) On more than one occasion during any 12-month period.**

24 “(3) The notices required under this section must specify:

25 “(a) The amount of the rent increase;

26 “(b) The amount of the new rent; and

27 “(c) The date on which the increase becomes effective.

28 “(4) This section does not apply to tenancies governed by ORS 90.505 to 90.850.

29 “**SECTION 3.** ORS 90.600 is amended to read:

30 “90.600. (1) If a rental agreement is a month-to-month tenancy to which ORS 90.505 to 90.850
31 apply, the landlord may not increase the rent:

32 “**(a)** Unless the landlord gives notice in writing to each affected tenant at least 90 days prior
33 to the effective date of the rent increase specifying the amount of the increase, the amount of the
34 new rent and the date on which the increase becomes effective.

35 “**(b) On more than one occasion during any 12-month period.**

36 “(2) This section does not create a right to increase rent that does not otherwise exist.

37 “(3) This section does not require a landlord to compromise, justify or reduce a rent increase
38 that the landlord otherwise is entitled to impose.

39 “(4) Neither ORS 90.510 (1), requiring a landlord to provide a statement of policy, nor ORS
40 90.510 (4), requiring a landlord to provide a written rental agreement, create a basis for tenant
41 challenge of a rent increase, judicially or otherwise.

42 “(5)(a) The tenants who reside in a facility may elect one committee of seven or fewer members
43 in a facility-wide election to represent the tenants. One tenant of record for each rented space may
44 vote in the election. Upon written request from the tenants’ committee, the landlord or a represen-
45 tative of the landlord shall meet with the committee within 10 to 30 days of the request to discuss

1 the tenants' nonrent concerns regarding the facility. Unless the parties agree otherwise, upon a
2 request from the tenants' committee, a landlord or representative of the landlord shall meet with the
3 tenants' committee at least once, but not more than twice, each calendar year. The meeting shall
4 be held on the premises if the facility has suitable meeting space for that purpose, or at a location
5 reasonably convenient to the tenants. After the meeting, the tenants' committee shall send a written
6 summary of the issues and concerns addressed at the meeting to the landlord. The landlord or the
7 landlord's representative shall make a good faith response in writing to the committee's summary
8 within 60 days.

9 "(b) The tenants' committee is entitled to informal dispute resolution in accordance with ORS
10 446.547 if the landlord or landlord's representative fails to meet with the tenants' committee or fails
11 to respond in good faith to the written summary as required by paragraph (a) of this subsection."

12 In line 2, delete "3" and insert "4".

13 On page 9, line 40, delete "4" and insert "5".

14 On page 10, delete lines 42 through 45 and delete pages 11 and 12.

15 On page 13, delete lines 1 through 3.

16 On page 14, line 24, before "90-day" insert "30-day or".
17 _____