

- 1 AMENDMENT
IN BLUE

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Senate Bill 586

Sponsored by Senator PROZANSKI (at the request of John VanLandingham) (Pre-session filed.)

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.

Renames "Office of Manufactured Dwelling Park Community Relations" to "Manufactured and Marina Communities Division," "Mobile Home Parks Account" to "Manufactured and Marina Communities Account" and "Mobile Home Parks Purchase Account" to "Residential Dwelling Facilities Purchase Account." Extends division's duties and accounts' uses to marinas and floating home tenants.

Requires floating home owners in marina to pay fees to Manufactured and Marina Communities Account. Requires marina owners to pay fees to account and complete educational requirements. Delays operative date.

Applies provisions for sale of manufactured dwelling park to marina.

Extends sunset for capital gains exemption for sales of manufactured dwelling parks to nonprofits or housing authority through 2025. Extends sunset for tax credits to owners of manufactured dwelling with tenancy terminated by park closure through 2025.

Allows tenants of facilities to enter into storage agreements with landlords for 12 months following lease termination.

Requires specificity in notice from landlords in manufactured dwelling park before undertaking maintenance on tree that may become hazard tree and allows tenant to assume maintenance of tree.

Authorizes marina landlord to require tenant to move floating home at landlord's cost. Requires marina landlords to extend for-cause termination notice for 10 months to allow tenant to repair home's float.

Amends requirements for siting, billing and notice before converting facility to submeter or pro rata billing methods. Amends other facility billing and conversion processes.

A BILL FOR AN ACT

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Relating to residential dwelling facilities; creating new provisions; amending ORS 90.510, 90.532, 90.534, 90.536, 90.537, 90.538, ~~90.545~~, 90.632, 90.643, 90.645, 90.650, 90.655, 90.675, 90.725, 90.727, 90.732, 90.734, 90.736, 90.771, ~~90.840~~, 90.842, 90.844, 90.846, 90.848, 90.849, 90.850, 92.840, 446.003, 446.515, 446.525, ~~446.533~~, ^{and} 446.543, ~~456.579~~ ^{and} and 456.581 and sections 7 and 10, chapter 826, Oregon Laws 2005, sections 2b, 7b and 18, chapter 906, Oregon Laws 2007, and section 18, chapter 89, Oregon Laws 2014; repealing ORS 90.805, 90.810, 90.815, 90.820 and 90.830, and providing for revenue raising that requires approval by a three-fifths majority.

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

MANUFACTURED AND MARINA COMMUNITIES DIVISION

SECTION 1. (1) The Office of Manufactured Dwelling Park Community Relations of the Housing and Community Services Department is renamed the Manufactured and Marina Communities Division of the Housing and Community Services Department.

(2) Whenever, in any statutory law or resolution of the Legislative Assembly or in any rule, document, record or proceeding authorized by the Legislative Assembly, reference is made to the Office of Manufactured Dwelling Park Community Relations, the reference is considered to be a reference to the Manufactured and Marina Communities Division.

(3) For the purpose of harmonizing and clarifying statutory law, the Legislative Counsel

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 may substitute for words designating the “Office of Manufactured Dwelling Park Community
2 Relations,” wherever they occur in statutory law, other words designating the “Manufac-
3 tured and Marina Communities Division.”

4 **SECTION 2.** (1) The Mobile Home Parks Account of the Housing and Community Services
5 Department is renamed the Manufactured and Marina Communities Account.

6 (2) Whenever, in any statutory law or resolution of the Legislative Assembly or in any
7 rule, document, record or proceeding authorized by the Legislative Assembly, reference is
8 made to the Mobile Home Parks Account, the reference is considered to be a reference to
9 the Manufactured and Marina Communities Account.

10 (3) For the purpose of harmonizing and clarifying statutory law, the Legislative Counsel
11 may substitute for words designating the “Mobile Home Parks Account,” wherever they oc-
12 cur in statutory law, words designating the “Manufactured and Marina Communities Ac-
13 count.”

14 **SECTION 3.** ORS 446.533 is amended to read:

15 446.533. There [*hereby*] is established separate and distinct from the General Fund the [*Mobile*
16 *Home Parks*] **Manufactured and Marina Communities Account.** [*of the Housing and Community*
17 *Services Department. Except as otherwise provided by law,*] All moneys [*appropriated or credited to*]
18 **in** the account are **continuously** appropriated [*continuously for and shall be used by the Director*
19 *of*] **to** the Housing and Community Services Department for the purpose of carrying out the duties
20 [*and responsibilities imposed under ORS 105.138 and 446.515 to 446.547*] **of the Manufactured and**
21 **Marina Communities Division.** Interest earned on the account [*shall be*] **is** credited to the account.

22 **SECTION 4.** ORS 446.543 is amended to read:

23 446.543. (1) [*An Office of Manufactured Dwelling Park Community Relations*] **The Manufactured**
24 **and Marina Communities Division** is established in the Housing and Community Services De-
25 partment.

26 (2) The [*Director of the Housing and Community Services Department*] **division** shall, *through the*
27 *use of office personnel or by other means*:

28 (a) Undertake, participate in or cooperate with persons and agencies in such conferences, in-
29 quiries, meetings or studies as might lead to improvements in manufactured dwelling park **and**
30 **marina** landlord and tenant relationships;

31 (b) Develop and implement a centralized resource referral program for tenants and landlords to
32 encourage the voluntary resolution of disputes;

33 (c) Maintain a current list of manufactured dwelling parks **and marinas** in the state, indicating
34 the total number of spaces; **and**

35 [*(d) Not be directly affiliated, currently or previously, in any way with a manufactured dwelling*
36 *park within the preceding two years; and*]

37 [*(e)*] **(d)** Take other actions or perform such other duties as the [*director*] **division** deems nec-
38 essary or appropriate, including but not limited to coordinating or conducting tenant resource fairs,
39 providing tenant counseling and service referrals related to park closures and providing outreach
40 services to educate tenants regarding tenant rights and responsibilities and the availability of ser-
41 vices.

42 (3) The [*office*] **division** shall adopt rules to administer ORS 90.645 and 90.655.

43 (4) **The Director of the Housing and Community Services Department shall appoint an**
44 **administrator to lead the Manufactured and Marina Communities Division. Within the prior**
45 **two years, the director and the administrator may not have owned or been directly affiliated**

INSERT:

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§5 and 6 DELETED BY AMENDMENT. SUBSEQUENT A § NOT RENUMBERED.

1 with any manufactured dwelling park or marina.

2 RESIDENTIAL DWELLING FACILITIES PURCHASE ACCOUNT

3 SECTION 5. (1) The Mobile Home Parks Purchase Account is renamed the Residential
4 Dwelling Facilities Purchase Account.

5 (2) Whenever, in any statutory law or resolution of the Legislative Assembly or in any
6 rule, document, record or proceeding authorized by the Legislative Assembly, reference is
7 made to the Mobile Home Parks Purchase Account, the reference is considered to be a ref-
8 erence to the Residential Dwelling Facilities Purchase Account.

9 (3) For the purpose of harmonizing and clarifying statutory law, the Legislative Counsel
10 may substitute for words designating the "Mobile Home Parks Purchase Account," wherever
11 they occur in statutory law, words designating the "Residential Dwelling Facilities Purchase
12 Account."

13 SECTION 6. ORS 456.579 is amended to read:

14 456.579. (1) There is established separate and distinct from the General Fund an account to be
15 known as the [*Mobile Home Parks*] **Residential Dwelling Facilities** Purchase Account. [*Except as*
16 *otherwise provided by law, all moneys credited to the Mobile Home Parks Purchase Account*] **Moneys**
17 **in the account** are **continuously** appropriated [*continuously*] to the [*Director of the*] Housing and
18 Community Services Department for the purpose of carrying out the duties and responsibilities im-
19 posed upon the [*Housing and Community Services Department*] **Manufactured and Marina Com-**
20 **munities Division** under ORS 90.800 to 90.850 and 456.581 and this section. Interest earned on
21 [*moneys in*] the account [*must be*] is credited to the account.

22 (2) Except for loans provided in ORS 90.840, moneys in the account described in subsection (1)
23 of this section may not be connected to or commingled in any way with the moneys in the fund de-
24 scribed in ORS 456.720.

25 (3) For the purpose of carrying out the provisions of ORS 90.800 to 90.850 and 456.581 and this
26 section, the [*Housing and Community Services Department*] **division** may seek moneys from any
27 lawful source. Moneys obtained by the [*department*] **division** pursuant to this subsection must be
28 credited to the [*Mobile Home Parks Purchase*] account.

29 SECTION 7. ORS 456.581 is amended to read:

30 456.581. The [*Mobile Home Parks*] **Residential Dwelling Facilities** Purchase Account estab-
31 lished in ORS 456.579 shall be used by the **Manufactured and Marina Communities Division of**
32 **the** Housing and Community Services Department to provide:

33 (1) Technical assistance to tenants' associations, manufactured dwelling park nonprofit cooper-
34 atives, tenants' association supported nonprofit organizations and housing authorities and to help
35 tenants in activities related to the purchase or preservation of a mobile home park or a manufac-
36 tured dwelling park by a tenants' association, a manufactured dwelling park nonprofit cooperative,
37 a tenants' association supported nonprofit organization, a housing authority or a corporate entity
38 legally capable of purchasing real property that is formed by or associated with tenants pursuant
39 to ORS 90.844.

40 (2) By rule, loans for initial costs for purchasing a mobile home park or manufactured dwelling
41 park that the [*department*] **division** determines has a significant percentage of tenants who are in-
42 dividuals of lower income. Loans provided under this section may be made only if the [*department*]
43 **division** is of the opinion that the purchase is economically feasible and only to:
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- 1 (a) A tenants' association, a manufactured dwelling park nonprofit cooperative, a tenants' asso-
- 2 ciation supported nonprofit organization or a housing authority; or
- 3 (b) A corporate entity legally capable of purchasing real property that is formed by or associ-
- 4 ated with tenants pursuant to ORS 90.844 and that includes more than 50 percent of the tenants
- 5 residing in the park.

6 ~~SECTION 8. ORS 90.840 is added to and made a part of ORS chapter 456.~~

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MANUFACTURED DWELLING PARK AND MARINA MEDIATION

10 **SECTION 9.** ORS 446.515 is amended to read:

11 446.515. (1) It is the policy of the State of Oregon:

- 12 (a) To encourage mobile home and manufactured dwelling park **and marina** residents and mo-
- 13 bile home and manufactured dwelling park **and marina** owners and managers to settle disputes
- 14 among themselves without recourse, if possible, to either the court system or intervention by a state
- 15 agency.
- 16 (b) To assist mobile home and manufactured dwelling park **and marina** residents and mobile
- 17 home and manufactured dwelling park **and marina** owners and managers to develop alternative
- 18 dispute resolution techniques including, but not limited to, providing technical advice in the area
- 19 of mediation.

20 (c) To educate mobile home and manufactured dwelling park **and marina** residents, owners and

21 managers about issues and laws that affect mobile home and manufactured dwelling park **and**

22 **marina** tenancies for the purpose of assisting those persons in resolving disputes.

23 (2) The Legislative Assembly recognizes that a significant percentage of its citizens are mobile

24 home and manufactured dwelling park **and marina** residents, owners or managers and that a pro-

25 posal which reduces the necessity of court resolution of certain disputes between these residents,

26 owners and managers may help these citizens avoid the expense of going to court.

27 (3) All citizens of this state benefit when the courts are reserved for the resolution of the types

28 of disputes for which no alternative dispute resolution exists.

29 **SECTION 10.** ORS 446.525 is amended to read:

30 446.525. (1) Except as provided in ORS 308.250 (2)(b), a special assessment is levied annually

31 upon each manufactured dwelling that is assessed for ad valorem property tax purposes as personal

32 property. The amount of the assessment is \$10.

33 (2) On or before July 15 of each year, the county assessor shall determine and list the manu-

34 factured dwellings in the county that are assessed for the current assessment year as personal

35 property. Upon making a determination and list, the county assessor shall cause the special assess-

36 ment levied under subsection (1) of this section to be entered on the general assessment and tax roll

37 prepared for the current assessment year as a charge against each manufactured dwelling so listed.

38 Upon entry, the special assessment shall become a lien, be assessed and be collected in the same

39 manner and with the same interest, penalty and cost charges as apply to ad valorem property taxes

40 in this state.

41 (3) *[Any amounts of special assessment]* **Moneys** collected pursuant to subsection (2) of this sec-

42 tion *[shall be]* **are** deposited in the county treasury, paid over by the county treasurer to the State

43 Treasury and credited to the *[Mobile Home Parks]* **Manufactured and Marina Communities** Ac-

44 count *[to be used exclusively for carrying out ORS 446.380, 446.385, 446.392 and 446.543, implementing*

45 *the policies described in ORS 446.515 and compensating the county for billing and collecting any spe-*

1 *cial assessment under subsection (2) of this section].*

2 (4) The **Manufactured and Marina Communities Division of the** Housing and Community
3 Services Department shall pay to a county \$1.50 for each special assessment account that the county
4 bills under subsection (2) of this section.

5 [(4)] (5) In lieu of the procedures under subsection (2) of this section, the [*Director of the Hous-*
6 *ing and Community Services Department*] **division** may make a direct billing of the special assess-
7 ment to the owners of manufactured dwellings and receive payment of the special assessment from
8 those owners. [*In the event that under the billing procedures*] **If** any owner fails to make payment,
9 the unpaid special assessment [*shall become*] **becomes** a lien against the manufactured dwelling and
10 may be collected under contract or other agreement by a collection agency or may be collected
11 under ORS 293.250, or the lien may be foreclosed by suit as provided under ORS chapter 88 or as
12 provided under ORS 87.272 to 87.306. [*Upon collection*] **Moneys collected** under this subsection[, *the*
13 *amounts of special assessment shall be*] **are** deposited in the State Treasury and [*shall be*] credited
14 to the [*Mobile Home Parks*] **Manufactured and Marina Communities Account** [*to be used exclu-*
15 *sively for carrying out ORS 446.380, 446.385, 446.392 and 446.543 and implementing the policies de-*
16 *scribed in ORS 446.515*].

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18 **DELAYED FEES AND REQUIREMENTS FOR MARINA AND FLOATING HOME OWNERS**

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20 **SECTION 11.** ORS 90.732, as amended by section 49 of this 2019 Act, is amended to read:

21 90.732. (1) Every landlord of a [*manufactured dwelling park*] **facility** shall register annually in
22 writing with the Manufactured and Marina Communities Division of the Housing and Community
23 Services Department. The division shall charge the landlord a registration fee of \$50 for [*parks*]
24 **facilities** with more than 20 spaces and \$25 for [*parks*] **facilities** with 20 or fewer spaces. The
25 landlord shall file a registration and pay a registration fee for each [*park*] **facility** owned or man-
26 aged by the landlord. The registration shall consist of the following information:

27 (a) The name and business mailing address of the landlord and of any person authorized to
28 manage the premises of the [*park*] **facility**.

29 (b) The name of the [*park*] **facility**.

30 (c) The physical address of the [*park*] **facility** and, if different from the physical address, the
31 mailing address.

32 (d) A telephone number of the [*park*] **facility**.

33 (e) The total number of spaces in the [*park*] **facility**.

34 (2) The landlord of a new [*manufactured dwelling park*] **facility** shall register with the division
35 no later than 60 days after the opening of the [*park*] **facility**.

36 (3) The division shall send a written reminder notice to each landlord that holds a current reg-
37 istration under this section before the due date for the landlord to file a new registration. The di-
38 vision shall confirm receipt of a registration.

39 (4) Notwithstanding subsections (1) to (3) of this section, the division may provide for registra-
40 tion and confirmation of registration to be accomplished by electronic means instead of in writing.

41 (5) Moneys from registration fees described in subsection (1) of this section shall be deposited
42 in the Manufactured and Marina Communities Account.

43 **SECTION 12.** ORS 90.734, as amended by section 50 of this 2019 Act, is amended to read:

44 90.734. (1) At least one person for each [*manufactured dwelling park*] **facility** who has authority
45 to manage the premises of the [*park*] **facility** shall, every two years, complete four hours of contin-

1 uing education relating to the management of *[manufactured dwelling parks]* **facilities**. The following
2 apply for a person whose continuing education is required:

3 (a) If there is any manager or owner who lives in the *[park]* **facility**, the person completing the
4 continuing education must be a manager or owner who lives in the *[park]* **facility**.

5 (b) If no manager or owner lives in the *[park]* **facility**, the person completing the continuing
6 education must be a manager who lives outside the *[park]* **facility** or, if there is no manager, an
7 owner of the *[park]* **facility**.

8 (c) A manager or owner may satisfy the continuing education requirement for more than one
9 *[park]* **facility** that does not have a manager or owner who lives in the *[park]* **facility**.

10 (2) If a person becomes the *[manufactured dwelling park]* **facility** manager or owner who is re-
11 sponsible for completing continuing education, and the person does not have a current certificate
12 of completion issued under subsection (3) of this section, the person shall complete the continuing
13 education requirement by taking the next regularly scheduled continuing education class or by
14 taking a continuing education class held within 75 days.

15 (3) The Manufactured and Marina Communities Division of the Housing and Community Services
16 Department shall ensure that continuing education classes:

17 (a) Are offered at least once every six months;

18 (b) Are offered by a statewide nonprofit trade association in Oregon representing *[manufactured*
19 *housing]* **facility** interests and approved by the division;

20 (c) Have at least one-half of the class instruction on one or more provisions of ORS chapter 90,
21 ORS 105.105 to 105.168, fair housing law or other law relating to landlords and tenants;

22 (d) Provide a certificate of completion to all attendees; and

23 (e) Provide the division with the following information:

24 (A) The name of each person who attends a class;

25 (B) The name of the attendee's *[manufactured dwelling park]* **facility**;

26 (C) The city or county in which the attendee's *[park]* **facility** is located;

27 (D) The date of the class; and

28 (E) The names of the persons who taught the class.

29 (4) The division, a trade association or instructor is not responsible for the conduct of a land-
30 lord, manager, owner or other person attending a continuing education class under this section.
31 This section does not create a cause of action against the division, a trade association or instructor
32 related to the continuing education class.

33 (5) The owner of a *[manufactured dwelling park]* **facility** is responsible for ensuring compliance
34 with the continuing education requirements in this section.

35 (6) The division shall annually send a written reminder notice regarding continuing education
36 requirements under this section to each *[manufactured dwelling park]* **facility** at the address shown
37 in the *[park]* **facility** registration filed under ORS 90.732.

38 **SECTION 12a.** ORS 90.736, as amended by section 51 of this 2019 Act, is amended to read:

39 90.736. (1) The Manufactured and Marina Communities Division of the Housing and Community
40 Services Department may assess a civil penalty against a landlord or owner if the division finds that
41 the landlord or owner has not complied with ORS 90.732 or 90.734. The civil penalty may not exceed
42 \$1,000. The division shall assess the civil penalty according to the schedule of penalties developed
43 by the department under ORS 90.738. In assessing a civil penalty under this section, the division
44 shall take into consideration any good faith efforts by the landlord or owner to comply with ORS
45 90.732 or 90.734.

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1 (2) The division shall deposit the payment of a civil penalty assessed under this section in the
2 Manufactured and Marina Communities Account.

3 (3) If a civil penalty assessed under this section is not paid on or before 90 days after the order
4 assessing the civil penalty becomes final by operation of law, the division may file the order with
5 the county clerk of the county where the *[manufactured dwelling park of the landlord or owner]* fa-
6 **cility** is located as a lien against the *[park]* **facility**. In addition to any other available remedy, re-
7 cording the order in the County Clerk Lien Record has the effect provided for in ORS 205.125 and
8 205.126 and the order may be enforced as provided in ORS 205.125 and 205.126.

9 **SECTION 13. The amendments to ORS 90.732, 90.734 and 90.736 by sections 11 to 12a of**
10 **this 2019 Act become operative on January 2, 2022.**

11 **SECTION 14. The Manufactured and Marina Communities Division may not assess any**
12 **fine against the owner or landlord of a marina for any violation under ORS 90.736 if the vi-**
13 **olation occurred before January 2, 2022, and is not ongoing on or after January 2, 2022.**

14 **SECTION 15. ORS 446.525, as amended by section 10 of this 2019 Act, is amended to read:**

15 446.525. (1) Except as provided in ORS 308.250 (2)(b), a special assessment is levied annually
16 upon each manufactured dwelling **or floating home** that is assessed for ad valorem property tax
17 purposes as personal property. The amount of the assessment is \$10.

18 (2) On or before July 15 of each year, the county assessor shall determine and list the manu-
19 factured dwellings **and floating homes** in the county that are assessed for the current assessment
20 year as personal property. Upon making a determination and list, the county assessor shall cause
21 the special assessment levied under subsection (1) of this section to be entered on the general as-
22 sessment and tax roll prepared for the current assessment year as a charge against each manufac-
23 tured dwelling **and floating home** so listed. Upon entry, the special assessment shall become a lien,
24 be assessed and be collected in the same manner and with the same interest, penalty and cost
25 charges as apply to ad valorem property taxes in this state.

26 (3) Moneys collected pursuant to subsection (2) of this section are deposited in the county
27 treasury, paid over by the county treasurer to the State Treasury and credited to the Manufactured
28 and Marina Communities Account.

29 (4) The Manufactured and Marina Communities Division of the Housing and Community Services
30 Department shall pay to a county \$1.50 for each special assessment account that the county bills
31 under subsection (2) of this section.

32 (5) In lieu of the procedures under subsection (2) of this section, the division may make a direct
33 billing of the special assessment to the owners of manufactured dwellings **and floating homes** and
34 receive payment of the special assessment from those owners. If any owner fails to make payment,
35 the unpaid special assessment becomes a lien against the manufactured dwelling **or floating home**
36 and may be collected under contract or other agreement by a collection agency or may be collected
37 under ORS 293.250, or the lien may be foreclosed by suit as provided under ORS chapter 88 or as
38 provided under ORS 87.272 to 87.306. Moneys collected under this subsection are deposited in the
39 State Treasury and credited to the Manufactured and Marina Communities Account.

40 **SECTION 16. The amendments to ORS 446.525 by section 15 of this 2019 Act apply to**
41 **property tax years beginning on or after July 1, 2021.**

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43 **TAXATION OF MANUFACTURED DWELLING PARK SALES**

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45 **SECTION 17. Section 18, chapter 906, Oregon Laws 2007, as amended by section 33, chapter**

INSERT: § 17-22 DELETED BY AMENDMENT.
SUBSEQUENT § NOT RENUMBERED.

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1 ~~913. Oregon Laws 2009, and section 33, chapter 750, Oregon Laws 2013, is amended to read:~~
2 ~~**Sec. 18.** Section 17, chapter 906, Oregon Laws 2007, applies to individuals whose household ends~~
3 ~~tenancy at a manufactured dwelling park during a tax year that begins on or after January 1, 2007,~~
4 ~~and before January 1, [2020] 2026.~~
5 ~~**SECTION 18.** Section 2b, chapter 906, Oregon Laws 2007, as amended by section 1, chapter 83,~~
6 ~~Oregon Laws 2011, and section 34, chapter 750, Oregon Laws 2013, is amended to read:~~
7 ~~**Sec. 2b.** The amendments to ORS 90.645 by section 2a, chapter 906, Oregon Laws 2007, become~~
8 ~~operative January 1, [2020] 2026.~~
9 ~~**SECTION 19.** Section 7b, chapter 906, Oregon Laws 2007, as amended by section 3, chapter 83,~~
10 ~~Oregon Laws 2011, and section 35, chapter 750, Oregon Laws 2013, is amended to read:~~
11 ~~**Sec. 7b.** The amendments to ORS 90.650 by section 7a, chapter 906, Oregon Laws 2007, become~~
12 ~~operative January 1, [2020] 2026.~~
13 ~~**SECTION 20.** Section 7, chapter 826, Oregon Laws 2005, as amended by section 21, chapter 906,~~
14 ~~Oregon Laws 2007, section 36, chapter 750, Oregon Laws 2013, and section 14, chapter 217, Oregon~~
15 ~~Laws 2015, is amended to read:~~
16 ~~**Sec. 7.** (1) Section 6, chapter 826, Oregon Laws 2005, applies to tax years beginning on or after~~
17 ~~January 1, 2006, and before January 1, [2020] 2026.~~
18 ~~(2) The amendments to section 6, chapter 826, Oregon Laws 2005, by section 9, chapter 217,~~
19 ~~**Oregon Laws 2015, [of this 2015 Act]** apply to tax years beginning on or after January 1, 2015, and~~
20 ~~before January 1, [2020] 2026.~~
21 ~~**SECTION 21.** Section 10, chapter 826, Oregon Laws 2005, as amended by section 22, chapter~~
22 ~~906, Oregon Laws 2007, section 37, chapter 750, Oregon Laws 2013, and section 15, chapter 217,~~
23 ~~Oregon Laws 2015, is amended to read:~~
24 ~~**Sec. 10.** (1) Section 9, chapter 826, Oregon Laws 2005, applies to tax years beginning on or after~~
25 ~~January 1, 2006, and before January 1, [2020] 2026.~~
26 ~~(2) The amendments to section 9, chapter 826, Oregon Laws 2005, by section 10, chapter 217,~~
27 ~~**Oregon Laws 2015, [of this 2015 Act]** apply to tax years beginning on or after January 1, 2015, and~~
28 ~~before January 1, [2020] 2026.~~
29 ~~**SECTION 22.** Section 18, chapter 89, Oregon Laws 2014, as amended by section 13, chapter 217,~~
30 ~~Oregon Laws 2015, is amended to read:~~
31 ~~**Sec. 18.** The amendments to sections 6 and 9, chapter 826, Oregon Laws 2005, by sections 16~~
32 ~~and 17, chapter 89, Oregon Laws 2014, apply to a sale of a manufactured dwelling park on or after~~
33 ~~January 1, 2015, and to tax years beginning on or after January 1, 2015, and before January 1,~~
34 ~~[2020] 2026.~~

SALE OF A FACILITY

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38 **SECTION 23. ORS 90.805, 90.810, 90.815, 90.820 and 90.830 are repealed.**
39 **SECTION 24.** ORS 90.842 is amended to read:
40 90.842. (1) An owner of a [*manufactured dwelling park*] **facility** shall give written notice of the
41 owner's interest in selling the [*park*] **facility** before the owner markets the [*park*] **facility** for sale
42 or when the owner receives an offer to purchase that the owner intends to consider, whichever oc-
43 curs first.
44 (2) The owner shall give the notice required by subsection (1) of this section to:
45 (a) All tenants of the [*park*] **facility**; or

1 (b) A tenants committee, if there is an existing committee of tenants formed for purposes in-
 2 cluding the purchase of the [park] **facility** and with which the owner has met in the 12-month period
 3 immediately before delivery of the notice.

4 (3) The owner shall also give the notice required by subsection (1) of this section to the [Office
 5 of Manufactured Dwelling Park Community Relations of the Housing and Community Services De-
 6 partment] **Manufactured and Marina Communities Division**.

7 (4) The notice must include the following:

8 (a) The owner is considering selling the [park] **facility**.

9 (b) The tenants, through a tenants committee, have an opportunity to compete to purchase the
 10 [park] **facility**.

11 (c) In order to compete to purchase the [park] **facility**, within 10 days after delivery of the no-
 12 tice, the tenants must form or identify a single tenants committee for the purpose of purchasing the
 13 [park] **facility** and notify the owner in writing of:

14 (A) The tenants' interest in competing to purchase the [park] **facility**; and

15 (B) The name and contact information of the representative of the tenants committee with whom
 16 the owner may communicate about the purchase.

17 (d) The representative of the tenants committee may request financial information described in
 18 ORS 90.844 (2) from the owner within the 10-day period.

19 (e) Information about purchasing a [manufactured dwelling park] **facility** is available from the
 20 [Office of Manufactured Dwelling Park Community Relations] **Manufactured and Marina Commu-
 21 nities Division** of the Housing and Community Services Department.

22 **SECTION 25.** ORS 90.844 is amended to read:

23 90.844. (1) Within 10 days after delivery of the notice described in ORS 90.842, if the tenants
 24 choose to compete to purchase the [manufactured dwelling park] **facility** in which the tenants reside,
 25 the tenants must notify the owner in writing of:

26 (a) The tenants' interest in competing to purchase the [park] **facility**;

27 (b) The formation or identification of a single tenants committee formed for the purpose of pur-
 28 chasing the [park] **facility**; and

29 (c) The name and contact information of the representative of the tenants committee with whom
 30 the owner may communicate about the purchase.

31 (2) During the 10-day period, in order to perform a due diligence evaluation of the opportunity
 32 to compete to purchase the [park] **facility**, the representative of the tenants committee may make
 33 a written request for the kind of financial information that a seller of a [park] **facility** would cus-
 34 tomarily provide to a prospective purchaser.

35 (3) Of the financial information described in subsection (2) of this section, the owner shall pro-
 36 vide the following information within seven days after delivery of the request by the tenants com-
 37 mittee for the information:

38 (a) The asking price, if any, for the [park] **facility**;

39 (b) The total income collected from the [park] **facility** and related profit centers, including
 40 storage and laundry, in the 12-month period immediately before delivery of the notice required by
 41 ORS 90.842;

42 (c) The cost of all utilities for the [park] **facility** that were paid by the owner in the 12-month
 43 period immediately before delivery of the notice required by ORS 90.842;

44 (d) The annual cost of all insurance policies for the [park] **facility** that were paid by the owner,
 45 as shown by the most recent premium;

1 (e) The number of homes in the *[park]* **facility** owned by the owner; and

2 (f) The number of vacant spaces and homes in the *[park]* **facility**.

3 (4) The owner may:

4 (a) Designate all or part of the financial information provided pursuant to this section as confi-
5 dential.

6 (b) If the owner designates financial information as confidential, establish, in cooperation with
7 the representative of the tenants committee, a list of persons with whom the tenants may share the
8 information, including any of the following persons that are either seeking to purchase the *[park]*
9 **facility** on behalf of the tenants committee or assisting the tenants committee in evaluating or
10 purchasing the *[park]* **facility**:

11 (A) A nonprofit organization or a housing authority.

12 (B) An attorney or other licensed professional or adviser.

13 (C) A financial institution.

14 (c) Require that persons authorized to receive the confidential information:

15 (A) Sign a confidentiality agreement before receiving the information;

16 (B) Refrain from copying any of the information; and

17 (C) Return the information to the owner when the negotiations to purchase the *[park]* **facility**
18 are completed or terminated.

19 (5) Within 15 days after delivery of the financial information described in subsection (3) of this
20 section, or within 15 days after the end of the 10-day period described in subsection (1) of this sec-
21 tion when the representative of the tenants committee does not request financial information under
22 subsection (2) of this section, if the tenants choose to continue competing to purchase the *[park]*
23 **facility**, the tenants committee must:

24 (a) Form a corporate entity under ORS chapter 60, 62 or 65 that is legally capable of purchasing
25 real property or associate with a nonprofit corporation or housing authority that is legally capable
26 of purchasing real property or that is advising the tenants about purchasing the *[park]* **facility** in
27 which the tenants reside.

28 (b) Submit to the owner a written offer to purchase the *[park]* **facility**, in the form of a proposed
29 purchase and sale agreement, and either a copy of the articles of incorporation of the corporate
30 entity or other evidence of the legal capacity of the formed or associated corporate entity to pur-
31 chase real property.

32 (6)(a) The owner may accept the offer to purchase in the tenants committee's purchase and sale
33 agreement, reject the offer or submit a counteroffer.

34 (b) If the parties reach agreement on the purchase, the purchase and sale agreement must
35 specify the price, due diligence duties, schedules, timelines, conditions and any extensions.

36 (c) If the tenants do not act as required within the time periods described in this section and
37 ORS 90.842, if the tenants violate the confidentiality agreement described in this section or if the
38 parties do not reach agreement on a purchase, the owner is not obligated to take additional action
39 under ORS 90.842 to 90.850.

40 **SECTION 26.** ORS 90.846 is amended to read:

41 90.846. (1) During the process described in ORS 90.842 to 90.850, the parties shall act in a
42 commercially reasonable manner.

43 (2) Except as provided in ORS 90.848, before selling a *[manufactured dwelling park]* **facility** to
44 an entity that is not formed by or associated with the tenants, the owner of the *[park]* **facility** must
45 give the notice required by ORS 90.842 and comply with the requirements of ORS 90.844.

1 (3) A minor error in providing the notice required by ORS 90.842 or in providing the financial
 2 information required by ORS 90.844 does not prevent the owner from selling the [park] **facility** to
 3 an entity that is not formed by or associated with the tenants and does not cause the owner to be
 4 liable to the tenants for damages or a penalty.

5 (4) During the process described in ORS 90.842 to 90.850, the owner may seek, or negotiate with,
 6 potential purchasers other than the tenants or an entity formed by or associated with the tenants.

7 (5) If the owner does not comply with requirements of this section and ORS 90.842 and 90.844,
 8 in a substantial way that prevents the tenants from competing to purchase the [park] **facility**, the
 9 tenants may:

10 (a) Obtain injunctive relief to prevent a sale or transfer to an entity that is not formed by or
 11 associated with the tenants when the owner has not caused an affidavit to be recorded before the
 12 sale or transfer pursuant to ORS 90.850.

13 (b) Recover actual damages or twice the rent from the owner for each tenant, whichever is
 14 greater.

15 (6) If a tenant misuses or discloses, in a substantial way, confidential information in violation
 16 of a confidentiality agreement described in ORS 90.844, the owner may recover actual damages from
 17 the tenant.

18 (7) The [Office of Manufactured Dwelling Park Community Relations] **Manufactured and Marina**
 19 **Communities Division** of the Housing and Community Services Department shall prepare and make
 20 available information for tenants about purchasing a [manufactured dwelling park] **facility**.

21 **SECTION 27.** ORS 90.848 is amended to read:

22 90.848. (1) With regard to a sale or transfer of a [manufactured dwelling park] **facility**, ORS
 23 90.842, 90.844 and 90.846 do not apply to:

24 (a) Any sale or transfer to an individual who would be included within the table of descent and
 25 distribution if the owner of the [manufactured dwelling park] **facility** were to die intestate.

26 (b) Any transfer by gift, devise or operation of law.

27 (c) Any sale or transfer by a corporation to an affiliate.

28 (d) Any sale or transfer by a partnership to any of its partners.

29 (e) Any sale or transfer of an interest in a limited liability company to any of the limited li-
 30 ability company's members.

31 (f) Any conveyance of an interest in a [park] **facility** incidental to the financing of the [park]
 32 **facility**.

33 (g) Any conveyance resulting from the foreclosure of a mortgage, deed of trust or other instru-
 34 ment encumbering a [park] **facility** or any deed given in lieu of a foreclosure.

35 (h) Any sale or transfer between or among joint tenants or tenants in common owning a [park]
 36 **facility**.

37 (i) Any sale or transfer in which the [park] **facility** satisfies the purchaser's requirement to
 38 make a like-kind exchange under section 1031 of the Internal Revenue Code.

39 (j) Any purchase of a [park] **facility** by a governmental entity under the entity's powers of em-
 40 inent domain.

41 (k) Any transfer to a charitable trust.

42 (2) As used in this section, "affiliate" means any shareholder of the selling or transferring cor-
 43 poration, any corporation or entity owned or controlled, directly or indirectly, by the selling or
 44 transferring corporation or any other corporation or entity owned or controlled, directly or indi-
 45 rectly, by any shareholder of the selling or transferring corporation.

SECTION 28. ORS 90.849 is amended to read:

90.849. In addition to providing notice as required by ORS 90.842, upon sale of a *[manufactured dwelling park]* **facility** under ORS 90.842 to 90.850 or upon any sale, transfer, exchange or other conveyance of a *[manufactured dwelling park]* **facility** described in ORS 90.848, the owner shall give notice of the conveyance to the *[Office of Manufactured Dwelling Park Community Relations]* **Manufactured and Marina Communities Division** stating:

- (1) The number of vacant spaces and homes in the *[manufactured dwelling park]* **facility**;
- (2) If applicable, the final sale price of the *[manufactured dwelling park]* **facility**;
- (3) The date the conveyance became final; and
- (4) The name, address and telephone number of the new owner.

SECTION 29. ORS 90.850 is amended to read:

90.850. (1) A *[manufactured dwelling park]* **facility** owner may present for recordation, in the County Clerk Lien Record of the county in which the *[manufactured dwelling park]* **facility** is located, an affidavit in which the owner certifies that:

- (a) The owner has complied with the requirements of ORS 90.842, 90.844 and 90.846 with reference to an offer by the owner for the sale or transfer of the *[park]* **facility**.
- (b) The owner has complied with the requirements of ORS 90.842, 90.844 and 90.846 with reference to an offer received by the owner for the purchase or transfer of the *[park]* **facility** or to a counteroffer the owner has made or intends to make.

(c) The owner has not entered into a contract for the sale or transfer of the *[park]* **facility** to an entity formed by or associated with the tenants.

(d) ORS 90.842, 90.844 and 90.846 do not apply to a particular sale or transfer of the *[park]* **facility** pursuant to ORS 90.848.

(2) The following parties have an absolute right to rely on the truth and accuracy of all statements appearing in the affidavit and are not obligated to inquire further as to any matter or fact relating to the owner's compliance with ORS 90.842, 90.844 and 90.846:

- (a) A party that acquires an interest in a *[park]* **facility**.
- (b) A title insurance company, or an attorney, that prepares, furnishes or examines evidence of title.

(3) The purpose and intention of this section is to preserve the marketability of title to *[parks]* **facilities**. Accordingly, the provisions of this section must be liberally construed in order that all persons may rely on the record title to *[parks]* **facilities**.

FACILITY UTILITY BILLING METHODS

SECTION 30. 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) to (5) of this section,]* **a landlord may** 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;

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

3 (C) The landlord:

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

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

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

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

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

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

13 (2) A landlord may not use a separately charged pro rata apportionment billing method as de-
14 scribed in subsection (1)(b)(C)(ii) of this section:

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

17 (b) For water service, if the rental agreement for the dwelling unit was entered into on or after
18 January 1, 2010, unless the landlord was using a separately charged pro rata apportionment billing
19 method for all tenants in the facility immediately before January 1, 2010.

20 (c) For sewer service, if sewer service is measured by consumption of water and the rental
21 agreement for the dwelling unit was entered into on or after January 1, 2010, unless the landlord
22 was using a separately charged pro rata apportionment billing method for all tenants in the facility
23 immediately before January 1, 2010.

24 (3) *[Except as allowed by subsection (2) of this section for rental agreements entered into on or after*
25 *January 1, 2010,]* A landlord *[and tenant]* may not *[amend a rental agreement to]* convert *[water or*
26 *sewer]* utility *[and]* or service billing from a method described in subsection *[(1)(b)(C)(i)]* **(1)(b)(C)(ii)**
27 of this section to a method described in subsection *[(1)(b)(C)(ii)]* **(1)(b)(C)(i)** of this section.

28 (4) Except as provided in ORS 90.543 (3), a landlord for a manufactured dwelling park containing
29 200 or more spaces in the facility may not assess a tenant a utility or service charge for water by
30 using the billing method described in subsection (1)(b)(C)(ii) of this section.

31 (5)(a) A landlord of a manufactured dwelling park built after June 23, 2011, may use only the
32 submeter billing method described in subsection (1)(c) of this section for the provision of water.

33 (b) A landlord of a manufactured dwelling park that expands to add spaces after June 23, 2011,
34 may use only the submeter billing method described in subsection (1)(c) of this section for the pro-
35 vision of water to any spaces added in excess of 200.

36 (6) To assess a tenant for a utility or service charge for any billing period using the billing
37 method described in subsection (1)(b)(C)(ii) or (c) of this section, the landlord shall give the tenant
38 a written notice, **including notice by electronic means if allowed for in the landlord's written**
39 **description of the billing method**, stating the amount of the utility or service charge that the
40 tenant is to pay the landlord and the due date for making the payment. The due date may not be
41 before the date of service of the notice. The amount of the charge is determined as described in ORS
42 90.534 or 90.536. *[If the rental agreement allows delivery of notice of a utility or service charge by*
43 *electronic means, for purposes of this subsection, "written notice" includes a communication that is*
44 *transmitted in a manner that is electronic, as defined in ORS 84.004.]* If the landlord includes in the
45 notice a statement of the rent due, the landlord shall separately and clearly state the amount of the

1 rent and the amount of the utility or service charge.

2 (7) A utility or service charge is not rent or a fee. Nonpayment of a utility or service charge
3 is not grounds for termination of a rental agreement for nonpayment of rent under ORS 90.394, but
4 is grounds for termination of a rental agreement for cause under ORS 90.630. A landlord may not
5 give a notice of termination of a rental agreement under ORS 90.630 for nonpayment of a utility or
6 service charge sooner than the eighth day, including the first day the utility or service charge is
7 due, after the landlord gives the tenant the written notice stating the amount of the utility or ser-
8 vice charge.

9 (8) The landlord is responsible for maintaining the utility or service system, including any sub-
10 meter, consistent with ORS 90.730. **The landlord shall ensure that any system does not interfere**
11 **with the tenant's access to the dwelling or home. The landlord shall ensure that any system**
12 **is adequately insulated or located to prevent damage from freezing or weather.** After any in-
13 stallation or maintenance of the system on a tenant's space, the landlord shall restore the space to
14 a condition that is the same as or better than the condition of the space before the installation or
15 maintenance.

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

- 18 (a) Public utility as defined in ORS 757.005;
- 19 (b) Municipal utility operating under ORS chapter 225;
- 20 (c) People's utility district organized under ORS chapter 261;
- 21 (d) Cooperative organized under ORS chapter 62;
- 22 (e) Domestic water supply district organized under ORS chapter 264; or
- 23 (f) Water improvement district organized under ORS chapter 552.

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

26 (11) The authority granted in this section for a utility or service provider to apply policy re-
27 garding the billing methods described in subsection (1) of this section does not authorize the utility
28 or service provider to dictate either the amount billed to tenants or the rate at which tenants are
29 billed under ORS 90.534 or 90.536.

30 **SECTION 31.** ORS 90.534 is amended to read:

31 90.534. (1) *[If a written rental agreement so provides,]* A landlord using the pro rata billing
32 method described in ORS 90.532 (1)(b)(C)(ii) may require a tenant to pay to the landlord a utility or
33 service charge that *[has been]* **was** billed by a utility or service provider to the landlord for a utility
34 or service, **including a public service charge, as defined in ORS 90.315 (1)**, provided directly to
35 the tenant's space or to a common area available to the tenant as part of the tenancy. *[A landlord*
36 *may not unilaterally amend a rental agreement to convert utility and service billing from a method*
37 *described in ORS 90.532 (1)(b)(C)(i) to a method described in ORS 90.532 (1)(b)(C)(ii).]*

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

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

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

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

1 (B) The number of tenants or occupants in the dwelling or home compared with the number of
 2 tenants or occupants in the facility, if there is a correlation with consumption of the utility or ser-
 3 vice; or

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

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

10 (4) A landlord may not:

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

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

15 **(5) Notwithstanding any provision to the contrary in the rental agreement, a landlord**
 16 **may amend the landlord's rules and regulations to convert a tenant's existing billing method**
 17 **from a method described in ORS 90.532 (1)(b)(C)(i) to a pro rata billing method described in**
 18 **ORS 90.532 (1)(b)(C)(ii), only if the landlord:**

19 (a) **Provides 90 days' written notice of the conversion in method;**

20 (b) **Reduces the tenant's rent on a pro rata basis upon the landlord's first billing of the**
 21 **tenant using the pro rata method;**

22 (c) **At least 60 days before the conversion, and with no less than 14 days written notice**
 23 **to each tenant, holds a meeting on or near the facility in which the changes to the billing**
 24 **method are explained to the tenants; and**

25 (d) **After the conversion, no less frequently than once every three years:**

26 (A) **Conducts testing of every portion of any utility or service lines that serve the com-**
 27 **mon areas and up to any delivery point to the tenants;**

28 (B) **Makes the results of any testing available to the tenants; and**

29 (C) **Fixes any leaks discovered within a reasonable time.**

30 **(6) A landlord may not convert billing to a pro rata billing method under subsection (5)**
 31 **of this section less than one year after giving notice of a rent increase, unless the rent in-**
 32 **crease is an automatic increase provided for in a fixed term rental agreement entered into**
 33 **before the notice of conversion.**

34 **SECTION 32.** ORS 90.536 is amended to read:

35 90.536. (1) If [a] **allowed by a written rental agreement or facility rules and regulations** [so
 36 *provides*], a landlord using the submeter billing method described in ORS 90.532 (1)(c) may require
 37 a tenant to pay to the landlord a utility or service charge, **including a public service charge, as**
 38 **defined in ORS 90.315 (1)**, that has been billed by a utility or service provider to the landlord for
 39 utility or service provided directly to the tenant's space as measured by a submeter.

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

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

45 (b) The cost of any sewer service for wastewater as a percentage of the tenant's water charge

1 as measured by a submeter, if the utility or service provider charges the landlord for sewer service
2 as a percentage of water provided;

3 (c) A pro rata portion of the cost of sewer service for storm water and wastewater if the utility
4 or service provider does not charge the landlord for sewer service as a percentage of water pro-
5 vided;

6 (d) A pro rata portion of costs to provide a utility or service to a common area;

7 (e) A pro rata portion of any base or service charge billed to the landlord by the utility or
8 service provider, including but not limited to any tax passed through by the provider; and

9 (f) A pro rata portion of the cost to read water meters and to bill tenants for water if:

10 (A) A third party service reads the meters and bills tenants for the landlord; *and*

11 **(B) The charges do not include any costs for repairs, maintenance or inspections; and**

12 ~~[(B)]~~ **(C)** The landlord allows the tenants to inspect the third party's billing records as provided
13 by ORS 90.538.

14 (3) Except as provided in subsection (2) of this section, the landlord may not bill or collect more
15 money from tenants for utilities or services than the utility or service provider charges the landlord.
16 A utility or service charge to be assessed to a tenant under this section may not include any addi-
17 tional charge, including any costs of the landlord, for the installation or maintenance of the utility
18 or service system or any profit for the landlord.

19 **(4) Nothing in ORS 90.531 to 90.539 gives a tenant any right to demand an inspection or**
20 **testing of a submeter.**

21 **SECTION 33.** ORS 90.537 is amended to read:

22 90.537. (1) ~~[A landlord may unilaterally amend a rental agreement]~~ **Notwithstanding any pro-**
23 **vision to the contrary in the rental agreement, a landlord may amend its facility policies to**
24 **convert a tenant's existing utility or service billing method from a method described in ORS 90.532**
25 **(1)(b) to a submeter billing method described in ORS 90.532 (1)(c) as provided in this section.**

26 **(2) The landlord *must* shall give the tenant not less than 180 days' written notice before con-**
27 **verting to a submeter billing method. The landlord may extend without limit the date for con-**
28 **verting to a submeter billing method in written subsequent notices delivered before the**
29 **expiration of the notice period and extending the conversion date by no less than 30 days**
30 **from the date of the subsequent notice. The notice must include:**

31 **(a) The landlord's planned changes to the billing system and the methodology under**
32 **which the new submeter billing system would work; and**

33 **(b) If the submeter billing method is based on water or wastewater usage, a copy of any**
34 **handout developed by the Manufactured and Marina Communities Division explaining the**
35 **conversion process.**

36 **(3) After giving the notice described in subsection (2) of this section but before convert-**
37 **ing to the submeter billing method, the landlord shall:**

38 **(a) At least 60 days prior to the installation of any submeter and at least 14 days after**
39 **delivering written notice of the meeting to the tenants, hold a meeting on or near the facility**
40 **explaining the submeter installation and the changes in the billing method to the tenants;**

41 **(b) Provide each tenant with written documentation from the utility or service provider**
42 **showing the landlord's cost for the utility or service provided to the facility during at least**
43 **the preceding year; and**

44 **(c) After the installation of the submeter, deliver to each tenant for three consecutive**
45 **months a mock-up of the billing for the proposed submeter billing method showing for each**

1 **tenant:**

2 (A) **The rate the tenant would be billed for the month under the submeter billing method;**

3 (B) **Any special assessment charge, or an estimate of the special assessment charge, that**
 4 **would occur under subsection (6)(b) of this section; and**

5 (C) **Any rent reduction, or an estimate of the rent reduction, that would occur under**
 6 **subsection (5) of this section.**

7 [(2)] (4) A landlord must give notice as provided in ORS 90.725 before entering a tenant's space
 8 to install or maintain a utility or service line or a submeter that measures the amount of a provided
 9 utility or service.

10 [(3)] (5) If the cost of the tenant's utility or service was included in the rent before the con-
 11 version to submeters, the landlord shall reduce the tenant's rent [*on a pro rata basis upon*] **begin-**
 12 **ning with** the landlord's first billing of the tenant using the submeter method[. *The rent reduction*
 13 *may not be*] **by no** less than an amount reasonably comparable to the amount of the rent previously
 14 allocated to the utility or service cost averaged over at least the preceding one year. A landlord
 15 may not convert billing to a submeter method less than one year after giving notice of a rent in-
 16 crease, unless the rent increase is an automatic increase provided for in a fixed term rental agree-
 17 ment entered into one year or more before the conversion. [*Before the landlord first bills the tenant*
 18 *using the submeter method, the landlord shall provide the tenant with written documentation from the*
 19 *utility or service provider showing the landlord's cost for the utility or service provided to the facility*
 20 *during at least the preceding year.*]

21 [(4)] (6) A landlord that installs submeters [*pursuant to*] **under** this section may recover from a
 22 tenant the cost of installing the submeters, including costs to improve or repair existing utility or
 23 service system infrastructure necessitated by the installation of the submeters, only as follows:

24 (a) By raising the rent, as with any capital expense in the facility, except that the landlord may
 25 not raise the rent for this purpose within the first six months after installation of the submeters;
 26 or

27 (b) In a manufactured dwelling park, by imposing a special assessment pursuant to a written
 28 special assessment plan adopted unilaterally by the landlord. The plan may include only the
 29 landlord's actual costs to be recovered on a pro rata basis from each tenant with payments due no
 30 more frequently than monthly over a period of at least 60 months. Payments must be [*assessed as*
 31 *part of*] **itemized as a separate charge from rent or** the utility or service charge. The landlord
 32 must give each tenant a copy of the plan at least 90 days before the first payment is due. Payments
 33 may not be due before the completion of the installation[, *but*] **and** must begin within six months
 34 after completion. A new tenant of a space subject to the plan may be required to make payments
 35 under the plan. Payments must end when the plan ends. The landlord is not required to provide an
 36 accounting of plan payments made during or after the end of the plan.

37 [(5)] (7) A landlord that converts to a submeter billing method under this section from the rent
 38 billing method described in ORS 90.532 (1)(b)(C)(i) may unilaterally, and at the same time as the
 39 conversion to submeters, convert the billing for common areas to the pro rata billing method de-
 40 scribed in ORS 90.532 (1)(b)(C)(ii) by including the change in the notice required by subsection (1)
 41 of this section. If the landlord continues to use the rent billing method for common areas, the
 42 landlord may offset against the rent reduction required by subsection [(3)] (5) of this section an
 43 amount that reflects the cost of serving the common areas. If the utility or service provider cannot
 44 provide an accurate cost for the service to the common areas, the landlord shall assume the cost
 45 of serving the common areas to be 20 percent of the total cost billed. This offset is not available if

1 the landlord chooses to bill for the common areas using the pro rata method.

2 [(6)] (8) If storm water service and wastewater service are not measured by the submeter, a
 3 landlord that installs submeters to measure water consumption under this section and converts to
 4 a submeter billing method from the rent billing method described in ORS 90.532 (1)(b)(C)(i) may
 5 continue to recover the cost of the storm water service or wastewater service in the rent or may
 6 unilaterally, and at the same time as the conversion to submeters, convert the billing for the storm
 7 water service or wastewater service to the pro rata billing method described in ORS 90.532
 8 (1)(b)(C)(ii) by including the change in the notice required by subsection [(1)] (2) of this section. If
 9 the landlord converts the billing for the storm water service or wastewater service to the pro rata
 10 billing method, the landlord must reduce the rent to reflect that charge, as required by subsection
 11 [(3)] (5) of this section.

12 [(7)] (9) [A rental agreement] **Facility rules and regulations** amended under this section shall
 13 include language that fairly describes the provisions of this section.

14 [(8)] (10) If a landlord installs a submeter on an existing utility or service line to a space or
 15 common area that is already served by that line, unless the installation causes a system upgrade,
 16 a local government may not assess a system development charge as defined in ORS 223.299 as a
 17 result of the installation.

18 **SECTION 34. The amendments to ORS 90.532, 90.534, 90.536 and 90.537 by sections 30 to**
 19 **33 of this 2019 Act do not apply to billing methods adopted or for which a notice of conversion**
 20 **of a billing method was given before the effective date of this 2019 Act.**

21 **SECTION 35.** ORS 90.538 is amended to read:

22 90.538. (1) A landlord shall, upon written request by the tenant, make available for inspection
 23 by the tenant all utility billing records relating to a utility or service charge billed to the tenant
 24 **by the landlord** during the preceding year. The landlord shall make the records available to the
 25 tenant during normal business hours at an on-site manager's office or at a location agreed to by the
 26 landlord and tenant. A tenant may not abuse the right to inspect utility or service charge records
 27 or use the right to harass the landlord.

28 (2) If a landlord fails to comply with a provision of ORS 90.531 to 90.539 **or 90.543**, the tenant
 29 may recover from the landlord [*an amount equal to*] **the greater of:**

30 (a) One month's periodic rent; or

31 (b) Twice the amount **of the tenant's actual damages, including any amount** wrongfully
 32 charged to the tenant[, *whichever is greater*].

33 **SECTION 36.** ORS 90.510 is amended to read:

34 90.510. (1) Every landlord who rents a space for a manufactured dwelling or floating home shall
 35 provide a written statement of policy to prospective and existing tenants. The purpose of the state-
 36 ment of policy is to provide disclosure of the landlord's policies to prospective tenants and to ex-
 37 isting tenants who have not previously received a statement of policy. The statement of policy is
 38 not a part of the rental agreement. The statement of policy shall provide all of the following infor-
 39 mation in summary form:

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

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

43 (c) The facility policy regarding rent adjustment and a rent history for the space to be rented.
 44 The rent history must, at a minimum, show the rent amounts on January 1 of each of the five pre-
 45 ceding calendar years or during the length of the landlord's ownership, leasing or subleasing of the

1 facility, whichever period is shorter.

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

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

5 (f) The facility policy regarding rental agreement termination including, but not limited to, clo-
6 sure of the facility.

7 (g) The facility policy regarding facility sale.

8 (h) The facility policy regarding informal dispute resolution.

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

11 (j) **Any rules and regulations providing methods of billing for utilities and services as**
12 **described in ORS 90.531 to 90.539.**

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

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

17 [(L)] (m) Any facility policy regarding the planting of trees on the rented space for a manufac-
18 tured dwelling.

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

23 (3) The landlord shall give:

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

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

29 (c) All other existing tenants who have not previously received a copy of the statement of policy
30 a copy of the statement of policy upon the expiration of their rental agreements and before the
31 tenants sign new agreements.

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

36 (a) Mutual agreement of the parties;

37 (b) Actions taken pursuant to ORS 90.530, 90.533, 90.537, 90.543 (3), 90.600, 90.725 (3)(f) and (7)
38 or 90.727; or

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

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

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

42 (b) The federal fair-housing age classification;

43 (c) The rent per month;

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

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

1 (f) Any facility policy regarding the planting of trees on the rented space for a manufactured
2 dwelling;

3 (g) Improvements that the tenant may or must make to the rental space, including plant mate-
4 rials and landscaping;

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

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

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

14 (k) The term of the tenancy;

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

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

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

24 (a) The rule or regulation:

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

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

27 (C) Makes a fair distribution of services and facilities held out for the general use of the ten-
28 ants.

29 (b) The rule or regulation:

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

31 (B) Is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct to
32 fairly inform the tenant of what the tenant shall do or may not do to comply; and

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

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

38 (b) As used in this subsection:

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

40 (i) The size of the dwelling.

41 (ii) The size of the rented space.

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

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

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

1 areas.

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

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

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

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

13 **SECTION 37.** ORS 90.725 is amended to read:

14 90.725. (1) As used in this section:

15 (a) "Emergency" includes but is not limited to:

16 (A) A repair problem that, unless remedied immediately, is likely to cause serious physical harm
 17 or damage to individuals or property.

18 (B) The presence of a hazard tree on a rented space in a manufactured dwelling park.

19 (b) "Unreasonable time" refers to a time of day, day of the week or particular time that conflicts
 20 with the tenant's reasonable and specific plans to use the space.

21 (c) "Yard maintenance, equipment servicing or grounds keeping" includes, but is not limited to,
 22 servicing individual septic tank systems or water pumps, weeding, mowing grass and pruning trees
 23 and shrubs.

24 (2) A landlord or a landlord's agent may enter onto a rented space, not including the tenant's
 25 manufactured dwelling or floating home or an accessory building or structure, to:

26 (a) Inspect the space;

27 (b) Make necessary or agreed repairs, decorations, alterations or improvements;

28 (c) Inspect or maintain trees;

29 (d) Supply **or maintain** necessary or agreed services, **including utility or service lines or**
 30 **submeters;**

31 (e) Perform agreed yard maintenance, equipment servicing or grounds keeping; or

32 (f) Exhibit the space to prospective or actual purchasers of the facility, mortgagees, tenants,
 33 workers or contractors.

34 (3) The right of access of the landlord or landlord's agent is limited as follows:

35 (a) A landlord or landlord's agent may enter upon the rented space without consent of the ten-
 36 ant and without notice to the tenant for the purpose of serving notices required or permitted under
 37 this chapter, the rental agreement or any provision of applicable law.

38 (b) In case of an emergency, a landlord or landlord's agent may enter the rented space without
 39 consent of the tenant, without notice to the tenant and at any time. If a landlord or landlord's agent
 40 makes an emergency entry in the tenant's absence, the landlord shall give the tenant actual notice
 41 within 24 hours after the entry, and the notice shall include the fact of the entry, the date and time
 42 of the entry, the nature of the emergency and the names of the persons who entered.

43 (c) If the tenant requests repairs or maintenance in writing, the landlord or landlord's agent,
 44 without further notice, may enter upon demand, in the tenant's absence or without consent of the
 45 tenant, for the purpose of making the requested repairs until the repairs are completed. The tenant's

1 written request may specify allowable times. Otherwise, the entry must be at a reasonable time. The
2 authorization to enter provided by the tenant's written request expires after seven days, unless the
3 repairs are in progress and the landlord or landlord's agent is making a reasonable effort to com-
4 plete the repairs in a timely manner. If the person entering to do the repairs is not the landlord,
5 upon request of the tenant, the person must show the tenant written evidence from the landlord
6 authorizing that person to act for the landlord in making the repairs.

7 (d) If a written agreement requires the landlord to perform yard maintenance, equipment ser-
8 vicing, **not including servicing utility or service lines or submeters**, or grounds keeping for the
9 space:

10 (A) A landlord and tenant may agree that the landlord or landlord's agent may enter for that
11 purpose upon the space, without notice to the tenant, at reasonable times and with reasonable fre-
12 quency. The terms of the right of entry must be described in the rental agreement or in a separate
13 written agreement.

14 (B) A tenant may deny consent for a landlord or landlord's agent to enter upon the space pur-
15 suant to this paragraph if the entry is at an unreasonable time or with unreasonable frequency.
16 The tenant must assert the denial by giving actual notice of the denial to the landlord or landlord's
17 agent prior to, or at the time of, the attempted entry.

18 (e) In all other cases, unless there is an agreement between the landlord and the tenant to the
19 contrary regarding a specific entry, the landlord shall give the tenant at least 24 hours' actual no-
20 tice of the intent of the landlord to enter and the landlord or landlord's agent may enter only at
21 reasonable times. The landlord or landlord's agent may not enter if the tenant, after receiving the
22 landlord's notice, denies consent to enter. The tenant must assert this denial of consent by giving
23 actual notice of the denial to the landlord or the landlord's agent prior to, or at the time of, the
24 attempt by the landlord or landlord's agent to enter.

25 (f) Notwithstanding paragraph (e) of this subsection, a landlord or the landlord's agent may en-
26 ter a rented space solely to inspect a tree despite a denial of consent by the tenant if the landlord
27 or the landlord's agent has given at least 24 hours' actual notice of the intent to enter to inspect
28 the tree and the entry occurs at a reasonable time.

29 (4) A landlord shall not abuse the right of access or use it to harass the tenant. A tenant shall
30 not unreasonably withhold consent from the landlord to enter.

31 (5) A landlord has no other right of access except:

32 (a) Pursuant to court order;

33 (b) As permitted by ORS 90.410 (2);

34 (c) As permitted under ORS 90.539; or

35 (d) When the tenant has abandoned or relinquished the premises.

36 (6) If a landlord is required by a governmental agency to enter a rented space, but the landlord
37 fails to gain entry after a good faith effort in compliance with this section, the landlord shall not
38 be found in violation of any state statute or local ordinance due to the failure.

39 (7) If a landlord has a report from an arborist licensed as a landscape construction professional
40 pursuant to ORS 671.560 and certified by the International Society of Arboriculture that a tree on
41 the rented space is a hazard tree that must be maintained by the landlord as described in ORS
42 90.727, the landlord is not liable for any damage or injury as a result of the hazard tree if the
43 landlord is unable to gain entry after a good faith effort in compliance with this section.

44 (8) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to
45 compel access or may terminate the rental agreement pursuant to ORS 90.630 (1) and take pos-

1 session in the manner provided in ORS 105.105 to 105.168. In addition, the landlord may recover
2 actual damages.

3 (9) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or
4 makes repeated demands for entry otherwise lawful but that have the effect of unreasonably har-
5 assing the tenant, the tenant may obtain injunctive relief to prevent the reoccurrence of the conduct
6 or may terminate the rental agreement pursuant to ORS 90.620 (1). In addition, the tenant may re-
7 cover actual damages not less than an amount equal to one month's rent.

8
9 **MISCELLANEOUS FACILITY PROVISIONS**

10
11 **SECTION 37a.** Section 38 of this 2019 Act is added to and made a part of ORS 90.505 to
12 90.850.

13 **SECTION 38.** (1) A landlord may require a tenant in a marina to move the tenant's
14 floating home under this section for reasons allowing for the safety and convenience of the
15 marina and other tenants, including:

16 (a) Moving another floating home ~~to allow for entrance into or exit from the marina or~~
17 ~~to allow for repairs or improvements to the home;~~

18 (b) Repairing an adjacent floating home; or

19 (c) Dredging, repairing an adjacent dock or otherwise repairing or improving the marina.

20 (2) Before requiring the tenant to move, the landlord must give written notice specifying
21 ^{DESCRIBING THE PARTIES' RIGHTS AND OBLIGATIONS UNDER (4)-(6)} the reason for the move, the allowable dates for the move and the maximum duration of the
22 move.

23 (3) The notice under subsection (2) of this section must be given:

24 (a) No less than 48 hours before the move if necessary to prevent the imminent and se-
25 rious risk of ~~substantial~~ harm to persons or property; or

26 (b) Thirty days before the move in all other cases.

27 (4) The landlord must ~~either:~~

28 ~~(a) Move the floating home to another space in the marina~~ ^{THAT} ~~which~~ allows the tenant to
29 continue to occupy the home; ~~or~~

30 ~~(b) Pay the tenant the reasonable costs of substitute housing.~~

31 (5) A landlord must pay:

32 (a) The costs to prepare the floating home for the move;

33 (b) The costs to move the floating home;

34 (c) The costs to prepare the floating home for its temporary location in the marina;

35 (d) ^{ASSESSSED ONLY AFTER FOLLOWING} The greater of actual damages based on ^{A DECREASE IN OR QUALITY} loss of value of the temporary location ~~or~~
36 \$100 per month, beginning 30 days from the date of the move to the temporary location;

37 (e) The costs to return the floating home to its original location in the original slip; and

38 (f) The costs to repair any damage to the floating home or tenant's personal property
39 caused by the move or to replace the property.

40 (6) A landlord is required to make any payments due to the tenant under subsection (5)
41 of this section within 30 days from the date the cost is incurred.

42 (7) A tenant is not entitled to any additional compensation or reduction in rent under
43 ^{SECTION (5) OF} this section, including any damages based on the loss of value of the temporary location that
44 lasts less than 30 days.

45 (8) If a tenant prohibits the landlord from moving the floating home under this section,

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1 a landlord may give notice ^{TO} ~~to~~ terminate the tenancy under ORS 90.630.

2 (9) If a landlord fails to comply with a provision of this section, a tenant is entitled to
3 damages of one month's rent or twice the tenant's actual damages, ^{WHICHEVER IS GREATER}

4 SECTION 39. ORS 90.632 is amended to read:

5 90.632. (1) A landlord may terminate a month-to-month or fixed term rental agreement and re-
6 quire the tenant to remove a manufactured dwelling or floating home from a facility, due to the
7 physical condition of the exterior of the manufactured dwelling or floating home, only by complying
8 with this section and ORS 105.105 to 105.168. A termination shall include removal of the dwelling
9 or home.

10 (2) A landlord may not require removal of a manufactured dwelling or floating home, or consider
11 a dwelling or home to be in disrepair or deteriorated, because of the age, size, style or original
12 construction material of the dwelling or home or because the dwelling or home was built prior to
13 adoption of the National Manufactured Housing Construction and Safety Standards Act of 1974 (42
14 U.S.C. 5403), in compliance with the standards of that Act in effect at that time or in compliance
15 with the state building code as defined in ORS 455.010.

16 (3) Except as provided in subsections (4) and (6) of this section, if the exterior of the tenant's
17 dwelling or home is in disrepair or is deteriorated, a landlord may terminate a rental agreement and
18 require the removal of a dwelling or home by giving to the tenant not less than 60 days' written
19 notice before the date designated in the notice for termination.

20 (4) If the disrepair or deterioration of the manufactured dwelling or floating home creates a risk
21 of imminent and serious harm to dwellings, homes or persons within the facility, a landlord may
22 terminate a rental agreement and require the removal of the dwelling or home by giving to the
23 tenant not less than 30 days' written notice before the date designated in the notice for termination.
24 The notice shall describe the risk of harm.

25 (5) The notice required by subsections (3) and (4) of this section must:

26 (a) State facts sufficient to notify the tenant of the specific disrepair or deterioration that is the
27 cause or reason for termination of the tenancy and removal of the dwelling or home;

28 (b) State that the tenant can avoid termination and removal by correcting the cause for termi-
29 nation and removal within the notice period;

30 (c) If reasonably known by the landlord, describe specifically what repairs are required to cor-
31 rect the disrepair or deterioration that is the cause for termination;

32 (d) Describe the tenant's right to give the landlord a written notice of correction, where to give
33 the notice and the deadline for giving the notice in order to ensure a response by the landlord, all
34 as provided by subsection (7) of this section; and

35 (e) Describe the tenant's right to have the termination and correction period extended as pro-
36 vided by subsection (8) of this section.

37 (6) The tenant may avoid termination of the tenancy by correcting the cause within the period
38 specified. However, if substantially the same condition that constituted a prior cause for termination
39 of which notice was given recurs within 12 months after the date of the notice, the landlord may
40 terminate the tenancy and require the removal of the dwelling or home upon at least 30 days'
41 written notice specifying the violation and the date of termination of the tenancy.

42 (7) During the termination notice or extension period, the tenant may give the landlord written
43 notice that the tenant has corrected the cause for termination. Within a reasonable time after the
44 tenant's notice of correction, the landlord shall respond to the tenant in writing, stating whether the
45 landlord agrees that the cause has been corrected. If the tenant's notice of correction is given at

1 least 14 days prior to the end of the termination notice or extension period, failure by the landlord
 2 to respond as required by this subsection is a defense to a termination based upon the landlord's
 3 notice for termination.

4 (8) Except when the disrepair or deterioration creates a risk of imminent and serious harm to
 5 dwellings, homes or persons within the facility, the 60-day period provided for the tenant to correct
 6 the cause for termination and removal shall be extended by at least:

7 (a) An additional 60 days if:

8 (A) The necessary correction involves exterior painting, roof repair, concrete pouring or similar
 9 work and the weather prevents that work during a substantial portion of the 60-day period; or

10 (B) The nature or extent of the correction work is such that it cannot reasonably be completed
 11 within 60 days because of factors such as the amount of work necessary, the type and complexity
 12 of the work and the availability of necessary repair persons; [or]

13 (b) An additional six months if the disrepair or deterioration has existed for more than the
 14 preceding 12 months with the landlord's knowledge or acceptance as described in ORS 90.412[.]; or

15 (c) **An additional 10 months if the disrepair or deterioration relates to the float of a**
 16 **floating home.**

17 (9) In order to have the period for correction extended as provided in subsection (8) of this
 18 section, a tenant must give the landlord written notice describing the necessity for an extension in
 19 order to complete the correction work. The notice must be given a reasonable amount of time prior
 20 to the end of the notice for termination period.

21 (10) A tenancy terminates on the date designated in the notice and without regard to the expi-
 22 ration of the period for which, by the terms of the rental agreement, rents are to be paid. Unless
 23 otherwise agreed, rent is uniformly apportionable from day to day.

24 (11) This section does not limit a landlord's right to terminate a tenancy for nonpayment of rent
 25 under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.630 by complying
 26 with ORS 105.105 to 105.168.

27 (12) A landlord may give a copy of the notice for termination required by this section to any
 28 lienholder of the dwelling or home, by first class mail with certificate of mailing or by any other
 29 method allowed by ORS 90.150 (2) and (3). A landlord is not liable to a tenant for any damages in-
 30 curred by the tenant as a result of the landlord giving a copy of the notice in good faith to a
 31 lienholder.

32 (13) When a tenant has been given a notice for termination pursuant to this section and has
 33 subsequently abandoned the dwelling or home as described in ORS 90.675, any lienholder shall have
 34 the same rights as provided by ORS 90.675, including the right to correct the cause of the notice,
 35 within the 90-day period provided by ORS 90.675 (20) notwithstanding the expiration of the notice
 36 period provided by this section for the tenant to correct the cause.

37 **SECTION 40.** ORS 90.727 is amended to read:

38 90.727. (1) As used in this section:

39 (a) "Maintaining a tree" means removing or trimming a tree for the purpose of eliminating fea-
 40 tures of the tree that cause the tree to be hazardous, or that may cause the tree to become haz-
 41 ardous in the near future.

42 (b) "Removing a tree" includes:

43 (A) Felling and removing the tree; and

44 (B) Grinding or removing the stump of the tree.

45 (2) The landlord or tenant that is responsible for maintaining a tree must engage a landscape

X

1 construction professional with a valid license issued pursuant to ORS 671.560 to maintain any tree
2 with a DBH of eight inches or more.

3 ~~(3) For any tree on a rented space in a manufactured dwelling park that was not planted
4 by the current tenant,~~ a landlord:

5 ~~(a) Except as provided in paragraph (c) of this subsection,~~ shall maintain a [tree that is a
6 hazard tree, that was not planted by the current tenant, on a rented space in a manufactured dwelling
7 park if] ~~tree that~~ the landlord knows or should know [that the tree] is a hazard tree.

RESTORED

8 (b) May maintain a tree [on the rented space] to prevent the tree from becoming a hazard tree,
9 after providing the tenant with [reasonable] written notice ~~specifying that the tree may be re-~~
10 ~~moved and providing~~ a reasonable opportunity to maintain the tree.

11 ~~(c) May not maintain a tree under paragraph (b) of this subsection and is not required
12 to maintain the tree at any point during the tenancy if the tenant delivers to the landlord
13 an agreement to maintain the tree and a written arborist's report that the tree is not at high
14 risk of becoming a hazard tree.~~

15 ~~(d) [Has] Except as provided in paragraph (e) of this subsection, may exercise~~ discretion
16 ~~[to decide whether the appropriate maintenance is removal or trimming of the hazard tree] in main-~~
17 ~~taining a hazard tree or a tree that may become a hazard tree.~~

18 [(d)] ~~(e)~~ Is not responsible for maintaining a tree that is not a hazard tree or for maintaining
19 any tree for aesthetic purposes.

20 ~~(4) A landlord shall comply with ORS 90.725 before entering a tenant's space to inspect or
21 maintain a tree~~ IN ADDITION TO COMPLYING
THE LANDLORD MUST PROVIDE THE TENANT WITH REASONABLE NOTICE AND,
EXCEPT AS NECESSARY TO AVOID AN IMMINENT AND SERIOUS HARM TO
PERSONS OR PROPERTY, A REASONABLE OPPORTUNITY FOR THE

TENANT TO
MAINTAIN
THE TREE.
THE NOTICE
MUST SPECIFY
ANY TREES
TO BE
REMOVED.

22 (5) Except as provided in subsection (3) of this section, a tenant is responsible for maintaining
23 the trees on the tenant's space in a manufactured dwelling park at the tenant's expense. The tenant
24 may retain an arborist licensed as a landscape construction professional pursuant to ORS 671.560
25 and certified by the International Society of Arboriculture to inspect a tree on the tenant's rented
26 space at the tenant's expense and if the arborist determines that the tree is a hazard, the tenant
27 may:

28 (a) Require the landlord to maintain a tree that is the landlord's responsibility under subsection
29 (3) of this section; or

30 (b) Maintain the tree at the tenant's expense, after providing the landlord with reasonable
31 written notice of the proposed maintenance and a copy of the arborist's report.

32 (6) If a manufactured dwelling cannot be removed from a space without first removing or trim-
33 ming a tree on the space, the owner of the manufactured dwelling may remove or trim the tree at
34 the dwelling owner's expense, after giving reasonable written notice to the landlord, for the purpose
35 of removing the manufactured dwelling.

36 **SECTION 42** ORS 90.675 is amended to read:
37 90.675. (1) As used in this section:

38 (a) "Current market value" means the amount in cash, as determined by the county assessor,
39 that could reasonably be expected to be paid for personal property by an informed buyer to an in-
40 formed seller, each acting without compulsion in an arm's-length transaction occurring on the as-
41 sessment date for the tax year or on the date of a subsequent reappraisal by the county assessor.

42 (b) "Dispose of the personal property" means that, if reasonably appropriate, the landlord may
43 throw away the property or may give it without consideration to a nonprofit organization or to a
44 person unrelated to the landlord. The landlord may not retain the property for personal use or
45 benefit.

§402. §41 ADDED TO/PART OF 90.505-850.
NEW §41 CONCERNING STORAGE, REPAIR,
DISPOSITION OF FLOATING HOMES AND
PERSONAL PROPERTY. (PS. 3-6 OF -1)

NEW
§41

1 (c) "Lienholder" means any lienholder of abandoned personal property, if the lien is of record
 2 or the lienholder is actually known to the landlord.

3 (d) "Of record" means:

4 (A) For a manufactured dwelling, that a security interest has been properly recorded in the re-
 5 cords of the Department of Consumer and Business Services pursuant to ORS 446.611 or on a cer-
 6 tificate of title issued by the Department of Transportation prior to May 1, 2005.

7 (B) For a floating home, that a security interest has been properly recorded with the State
 8 Marine Board pursuant to ORS 830.740 to 830.755 for a home registered and titled with the board
 9 pursuant to ORS 830.715.

10 (e) "Personal property" means only a manufactured dwelling or floating home located in a fa-
 11 cility and subject to ORS 90.505 to 90.850. "Personal property" does not include goods left inside a
 12 manufactured dwelling or floating home or left upon a rented space and subject to disposition under
 13 ORS 90.425.

14 (2) A landlord is responsible for abandoned personal property and shall store, sell or dispose of
 15 abandoned personal property as provided by this section. This section governs the rights and obli-
 16 gations of landlords, tenants and any lienholders in any personal property abandoned or left upon
 17 the premises by the tenant or any lienholder in the following circumstances:

18 (a) The tenancy has ended by termination or expiration of a rental agreement or by
 19 relinquishment or abandonment of the premises and the landlord reasonably believes under all the
 20 circumstances that the tenant has left the personal property upon the premises with no intention
 21 of asserting any further claim to the premises or to the personal property;

22 (b) The tenant has been absent from the premises continuously for seven days after termination
 23 of a tenancy by a court order that has not been executed; or

24 (c) The landlord receives possession of the premises from the sheriff following restitution pur-
 25 suant to ORS 105.161.

26 (3) Prior to storing, selling or disposing of the tenant's personal property under this section, the
 27 landlord must give a written notice to the tenant that must be:

28 (a) Personally delivered to the tenant; or

29 (b) Sent by first class mail addressed and mailed to the tenant at:

30 (A) The premises;

31 (B) Any post-office box held by the tenant and actually known to the landlord; and

32 (C) The most recent forwarding address if provided by the tenant or actually known to the
 33 landlord.

34 (4)(a) A landlord shall also give a copy of the notice described in subsection (3) of this section
 35 to:

36 (A) Any lienholder of the personal property;

37 (B) The tax collector of the county where the personal property is located; and

38 (C) The assessor of the county where the personal property is located.

39 (b) The landlord shall give the notice copy required by this subsection by personal delivery or
 40 first class mail, except that for any lienholder, mail service must be both by first class mail and by
 41 certified mail with return receipt requested.

42 (c) A notice to lienholders under paragraph (a)(A) of this subsection must be sent to each
 43 lienholder at each address:

44 (A) Actually known to the landlord;

45 (B) Of record; and

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1 (C) Provided to the landlord by the lienholder in a written notice that identifies the personal
2 property subject to the lien and that was sent to the landlord by certified mail with return receipt
3 requested within the preceding five years. The notice must identify the personal property by de-
4 scribing the physical address of the property.

5 (5) The notice required under subsection (3) of this section must state that:

6 (a) The personal property left upon the premises is considered abandoned;

7 (b) The tenant or any lienholder must contact the landlord by a specified date, as provided in
8 subsection (6) of this section, to arrange for the removal of the abandoned personal property;

9 (c) The personal property is stored on the rented space;

10 (d) The tenant or any lienholder, except as provided by subsection (19) of this section, may ar-
11 range for removal of the personal property by contacting the landlord at a described telephone
12 number or address on or before the specified date;

13 (e) The landlord shall make the personal property available for removal by the tenant or any
14 lienholder, except as provided by subsection (19) of this section, by appointment at reasonable times;

15 (f) If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b)
16 of this section, the landlord may require payment of storage charges, as provided by subsection (7)(b)
17 of this section, prior to releasing the personal property to the tenant or any lienholder;

18 (g) If the personal property is considered to be abandoned pursuant to subsection (2)(c) of this
19 section, the landlord may not require payment of storage charges prior to releasing the personal
20 property;

21 (h) If the tenant or any lienholder fails to contact the landlord by the specified date or fails to
22 remove the personal property within 30 days after that contact, the landlord may sell or dispose of
23 the personal property. If the landlord reasonably believes the county assessor will determine that
24 the current market value of the personal property is \$8,000 or less, and the landlord intends to
25 dispose of the property if the property is not claimed, the notice shall state that belief and intent;
26 and

27 (i) If applicable, there is a lienholder that has a right to claim the personal property, except as
28 provided by subsection (19) of this section.

29 (6) For purposes of subsection (5) of this section, the specified date by which a tenant or
30 lienholder must contact a landlord to arrange for the disposition of abandoned personal property
31 ~~or a storage agreement under subsection (20) of this section~~ must be not less than 45 days after
32 personal delivery or mailing of the notice.

33 (7) After notifying the tenant as required by subsection (3) of this section, the landlord:

34 (a) Shall store the abandoned personal property of the tenant on the rented space and shall ex-
35 ercise reasonable care for the personal property; and

36 (b) Is entitled to reasonable or actual storage charges and costs incidental to storage or dis-
37 posal. The storage charge may be no greater than the monthly space rent last payable by the tenant.

38 (8) If a tenant or lienholder, upon the receipt of the notice provided by subsection (3) or (4) of
39 this section or otherwise, responds by actual notice to the landlord on or before the specified date
40 in the landlord's notice that the tenant or lienholder intends to remove the personal property from
41 the premises, the landlord must make that personal property available for removal by the tenant or
42 lienholder by appointment at reasonable times during the 30 days following the date of the response,
43 subject to subsection (19) of this section. If the personal property is considered to be abandoned
44 pursuant to subsection (2)(a) or (b) of this section, but not pursuant to subsection (2)(c) of this sec-
45 tion, the landlord may require payment of storage charges, as provided in subsection (7)(b) of this

1 section, prior to allowing the tenant or lienholder to remove the personal property. Acceptance by
2 a landlord of such payment does not operate to create or reinstate a tenancy or create a waiver
3 pursuant to ORS 90.412 or 90.417.

4 (9) Except as provided in subsections (19) to (21) of this section, if the tenant or lienholder does
5 not respond within the time provided by the landlord's notice, or the tenant or lienholder does not
6 remove the personal property within 30 days after responding to the landlord or by any date agreed
7 to with the landlord, whichever is later, the personal property is conclusively presumed to be
8 abandoned. The tenant and any lienholder that have been given notice pursuant to subsection (3)
9 or (4) of this section shall, except with regard to the distribution of sale proceeds pursuant to sub-
10 section (13) of this section, have no further right, title or interest to the personal property and may
11 not claim or sell the property.

12 (10) If the personal property is presumed to be abandoned under subsection (9) of this section,
13 the landlord then may:

14 (a) Sell the personal property at a public or private sale, provided that prior to the sale:

15 (A) The landlord may seek to transfer ownership of record of the personal property by comply-
16 ing with the requirements of the appropriate state agency; and

17 (B) The landlord shall:

18 (i) Place a notice in a newspaper of general circulation in the county in which the personal
19 property is located. The notice shall state:

20 (I) That the personal property is abandoned;

21 (II) The tenant's name;

22 (III) The address and any space number where the personal property is located, and any plate,
23 registration or other identification number for a floating home noted on the title, if actually known
24 to the landlord;

25 (IV) Whether the sale is by private bidding or public auction;

26 (V) Whether the landlord is accepting sealed bids and, if so, the last date on which bids will be
27 accepted; and

28 (VI) The name and telephone number of the person to contact to inspect the personal property;

29 (ii) At a reasonable time prior to the sale, give a copy of the notice required by sub-
30 subparagraph (i) of this subparagraph to the tenant and to any lienholder, by personal delivery or
31 first class mail, except that for any lienholder, mail service must be by first class mail with certif-
32 icate of mailing;

33 (iii) Obtain an affidavit of publication from the newspaper to show that the notice required un-
34 der sub-subparagraph (i) of this subparagraph ran in the newspaper at least one day in each of two
35 consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted;
36 and

37 (iv) Obtain written proof from the county that all property taxes and assessments on the per-
38 sonal property have been paid or, if not paid, that the county has authorized the sale, with the sale
39 proceeds to be distributed pursuant to subsection (13) of this section; or

40 (b) Destroy or otherwise dispose of the personal property if the landlord determines from the
41 county assessor that the current market value of the property is \$8,000 or less.

42 (11)(a) A public or private sale authorized by this section must be conducted consistent with the
43 terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including the method,
44 manner, time, place and terms must be commercially reasonable.

45 (b) If there is no buyer at a sale described under paragraph (a) of this subsection, the personal

1 property is considered to be worth \$8,000 or less, regardless of current market value, and the land-
2 lord shall destroy or otherwise dispose of the personal property.

3 (12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the
4 condition of personal property, the landlord is not liable for the condition of the personal property
5 to:

6 (a) A buyer of the personal property at a sale pursuant to subsection (10)(a) of this section, with
7 or without consideration; or

8 (b) A person or nonprofit organization to whom the landlord gives the personal property pursu-
9 ant to subsection (1)(b), (10)(b) or (11)(b) of this section.

10 (13)(a) The landlord may deduct from the proceeds of the sale:

11 (A) The reasonable or actual cost of notice, storage and sale; and

12 (B) Unpaid rent.

13 (b) After deducting the amounts listed in paragraph (a) of this subsection, the landlord shall
14 remit the remaining proceeds, if any, to the county tax collector to the extent of any unpaid prop-
15 erty taxes and assessments owed on the dwelling or home.

16 (c) After deducting the amounts listed in paragraphs (a) and (b) of this subsection, if applicable,
17 the landlord shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid
18 balance owed on the lien on the personal property.

19 (d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if appli-
20 cable, the landlord shall remit to the tenant the remaining proceeds, if any, together with an item-
21 ized accounting.

22 (e) If the tenant cannot after due diligence be found, the landlord shall deposit the remaining
23 proceeds with the county treasurer of the county in which the sale occurred. If not claimed within
24 three years, the deposited proceeds revert to the general fund of the county and are available for
25 general purposes.

26 (14) The county tax collector and the Department of Revenue shall cancel all unpaid property
27 taxes and special assessments as provided under ORS 305.155 and 311.790 only under one of the
28 following circumstances:

29 (a) The landlord disposes of the personal property after a determination described in subsection
30 (10)(b) of this section.

31 (b) There is no buyer of the personal property at a sale described under subsection (11) of this
32 section and the landlord disposes of the property.

33 (c)(A) There is a buyer of the personal property at a sale described under subsection (11) of this
34 section;

35 (B) The current market value of the personal property is \$8,000 or less; and

36 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments
37 owed on the personal property after distribution of the proceeds pursuant to subsection (13) of this
38 section.

39 (d) The landlord buys the personal property at a sale described under subsection (11) of this
40 section and sells the property, in compliance with subsection (15) of this section, to a buyer who
41 intends to occupy the property in the facility in which the property is located.

42 (e) The landlord acquires the personal property as a result of an agreement described in sub-
43 section (23) of this section and sells the property, in compliance with subsection (15) of this section,
44 to a buyer who intends to occupy the property in the facility in which the property is located.

45 (15)(a) Subsection (14)(d) and (e) of this section apply only if:

1 (A) There exists a lien on the personal property for unpaid property taxes and special assess-
 2 ments owed to a county or to the Department of Revenue and the landlord files an affidavit or
 3 declaration with the county tax collector or the Department of Revenue, as appropriate, that states:

4 (i) The landlord's intent to sell the property in an arm's-length transaction to an unrelated buyer
 5 who intends to occupy the property in the facility in which the property is located; and

6 (ii) That the landlord shall comply with the requirements of this subsection; and

7 (B) Following the sale described in paragraph (a)(A) of this subsection, the landlord files an af-
 8 fidavit or declaration with the county tax collector or the Department of Revenue, as appropriate,
 9 that states:

10 (i) That the landlord has sold the property in an arm's-length transaction to an unrelated buyer
 11 who intends to occupy the property in the facility in which the property is located;

12 (ii) The sale price and a description of the landlord's claims against the property or costs from
 13 the sale, as described under subsection (13)(a) of this section, and any costs of improvements to the
 14 property for sale; and

15 (iii) The period of time, which may not be more than is reasonably necessary, that is taken by
 16 the landlord to complete the sale of the property.

17 (b) After a landlord files the affidavit or declaration under paragraph (a)(A) of this subsection,
 18 the county tax collector shall provide to the landlord a title to the property that the landlord may
 19 then provide to a buyer at the time of the sale of the property.

20 (c) The affidavit or declaration described in paragraph (a)(B) of this subsection must be accom-
 21 panied by:

22 (A) Payment to the county tax collector or the Department of Revenue, as appropriate, of the
 23 amount remaining from the sale proceeds after the deduction of the landlord's claims and costs as
 24 described in the affidavit or declaration, up to the amount of the unpaid taxes or tax lien. The
 25 landlord may retain the amount of the sale proceeds that exceed the amount of the unpaid taxes or
 26 tax lien;

27 (B) Payment to the county tax collector of any county warrant fees; and

28 (C) An affidavit or declaration from the buyer that states the buyer's intent to occupy the
 29 property in the facility in which the property is located.

30 (d) Upon a showing of compliance with paragraph (c) of this subsection, the county tax collector
 31 or the Department of Revenue shall cancel all unpaid taxes or tax liens on the property.

32 (16) The landlord is not responsible for any loss to the tenant or lienholder resulting from
 33 storage of personal property in compliance with this section unless the loss was caused by the
 34 landlord's deliberate or negligent act. In the event of a deliberate and malicious violation, the
 35 landlord is liable for twice the actual damages sustained by the tenant or lienholder.

36 (17) Complete compliance in good faith with this section shall constitute a complete defense in
 37 any action brought by a tenant or lienholder against a landlord for loss or damage to such personal
 38 property disposed of pursuant to this section.

39 (18) If a landlord does not comply with this section:

40 (a) The tenant is relieved of any liability for damage to the premises caused by conduct that
 41 was not deliberate, intentional or grossly negligent and for unpaid rent and may recover from the
 42 landlord up to twice the actual damages sustained by the tenant;

43 (b) A lienholder aggrieved by the noncompliance may recover from the landlord the actual
 44 damages sustained by the lienholder. ORS 90.255 does not authorize an award of attorney fees to
 45 the prevailing party in any action arising under this paragraph; and

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1 (c) A county tax collector aggrieved by the noncompliance may recover from the landlord the
2 actual damages sustained by the tax collector, if the noncompliance is part of an effort by the
3 landlord to defraud the tax collector. ORS 90.255 does not authorize an award of attorney fees to
4 the prevailing party in any action arising under this paragraph.

5 (19) The provisions of this section regarding the rights and responsibilities of a tenant to the
6 abandoned personal property also apply to any lienholder, except that the lienholder may not sell
7 or remove the dwelling or home unless:

8 (a) The lienholder has foreclosed the lien on the manufactured dwelling or floating home;

9 (b) The tenant or a personal representative or designated person described in subsection (21)
10 of this section has waived all rights under this section pursuant to subsection (23) of this section;
11 or

12 (c) The notice and response periods provided by subsections (6) and (8) of this section have ex-
13 pired.

14 (20)(a) ~~[Except as provided by subsection (21)(d) and (e) of this section,]~~ If a lienholder ~~or former~~
15 ~~tenant~~ makes a timely response to a notice of abandoned personal property pursuant to subsections
16 (6) and (8) of this section and so requests, a landlord shall enter into a written storage agreement
17 with the lienholder ~~or former tenant~~ providing that the personal property may not be sold or dis-
18 posed of by the landlord for up to 12 months. A storage agreement entitles the lienholder ~~or former~~
19 ~~tenant~~ to store the personal property on the previously rented space during the term of the agree-
20 ment, but does not entitle anyone to occupy the personal property.

21 (b) The lienholder's right to a storage agreement arises upon the failure of the tenant or, in the
22 case of a deceased tenant, the personal representative, designated person, heir or devisee to remove
23 or sell the dwelling or home ~~or enter a storage agreement under this subsection~~ within the al-
24 lotted time. ~~A landlord may not enter into a storage agreement with a lienholder if the tenant~~
25 ~~has also requested a storage agreement under this subsection.~~

RESTORED

26 (c) To exercise the right to a storage agreement under this subsection, ~~[in addition to contacting~~
27 ~~the landlord with a timely response as described in paragraph (a) of this subsection,]~~ the lienholder
28 ~~or former tenant~~ must enter into the proposed storage agreement within 60 days after the landlord
29 gives ~~[a copy of]~~ the ~~proposed~~ agreement to the lienholder ~~or tenant~~. The landlord shall give ~~[a~~
30 ~~copy of]~~ the proposed ~~[storage]~~ agreement to the lienholder ~~or former tenant~~ in the same manner
31 as provided by subsection (4)(b) of this section. The landlord may include ~~[a copy of]~~ the proposed
32 storage agreement with the notice of abandoned property required by subsection (4) of this section.
33 A ~~[lienholder]~~ ~~tenant~~ enters into a storage agreement by signing ~~[a copy of]~~ the ~~proposed~~ agreement
34 ~~[provided by the landlord]~~ and personally delivering or mailing the signed ~~[copy]~~ ~~agreement~~ to the
35 landlord within the 60-day period. ~~If a tenant is eligible to enter into a storage agreement under~~
36 ~~paragraph (j) of this subsection, a proposed storage agreement delivered to a lienholder must~~
37 ~~state that the storage agreement is conditional upon the tenant not timely electing to enter~~
38 ~~into a storage agreement.~~

§ 41 OF THIS ACT UNDER THIS SUBSECTION

39 (d) The storage agreement may require ~~[, in addition to other provisions agreed to by the landlord~~
40 ~~and the lienholder,]~~ that:

41 (A) The lienholder ~~or former tenant~~ make timely periodic payment of all storage charges, as
42 described in subsection (7)(b) of this section, accruing from the ~~[commencement of the 45-day period~~
43 ~~described in]~~ ~~delivery of the notice under~~ subsection ~~[(6)] (3)~~ of this section. A storage charge may
44 include a utility or service charge, as described in ORS 90.532, if limited to charges for electricity,
45 water, sewer service and natural gas and if incidental to the storage of personal property. A storage

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1 charge may not be due more frequently than monthly;

2 (B) The lienholder ~~or former tenant~~ pay a late charge or fee for failure to pay a storage charge
3 by the date required [in the agreement, if the amount of the late charge is] no greater than for late
4 charges imposed on facility tenants;

5 (C) The lienholder ~~or former tenant~~ maintain the personal property and the space on which
6 the personal property is stored in a manner consistent with the rights and obligations described in
7 the rental agreement [that the landlord currently provides to tenants as required by ORS 90.510 (4)];
8 and

9 (D) The lienholder ~~or former tenant~~ repair any defects in the physical condition of the per-
10 sonal property [that existed prior to the lienholder entering into the storage agreement], if the defects
11 and necessary repairs are reasonably described in the storage agreement and, for homes that were
12 first placed on the space within the previous 24 months, the repairs are reasonably consistent with
13 facility standards in effect at the time of placement. The lienholder ~~or former tenant~~ shall have
14 90 days after entering into the storage agreement to make the repairs. Failure to make the repairs
15 within the allotted time constitutes a violation of the storage agreement and the landlord may ter-
16 minate the agreement by giving at least 14 days' written notice to the lienholder ~~or former tenant~~
17 stating facts sufficient to notify the lienholder ~~or former tenant~~ of the reason for termination.
18 Unless the lienholder ~~or former tenant~~ corrects the violation within the notice period, the agree-
19 ment terminates as provided and the landlord may sell or dispose of the property without further
20 notice [to the lienholder].

RESTORED

21 (e) Notwithstanding subsection (7)(b) of this section, a landlord may increase the storage charge
22 if the increase is part of a facility-wide rent increase for all facility tenants, the increase is no
23 greater than the increase for other tenants and the landlord gives the lienholder ~~or former tenant~~
24 written notice consistent with the requirements of ORS 90.600 (1).

25 (f) During the term of an agreement described under this subsection, the lienholder [has the right
26 to] may remove or sell the property, subject to the provisions of the lien. Selling the property in-
27 cludes a sale to a purchaser who wishes to leave the property on the rented space and become a
28 tenant, subject to the provisions of ORS 90.680. The landlord may condition approval for occupancy
29 of any purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

30 (g)(A) Except as provided in paragraph (d)(D) of this subsection, if the lienholder ~~or former~~
31 ~~tenant~~ violates the storage agreement, the landlord may terminate the agreement by giving at least
32 90 days' written notice to the lienholder ~~or former tenant~~ stating facts sufficient to notify the
33 lienholder ~~or former tenant~~ of the reason for the termination. Unless the lienholder ~~or former~~
34 ~~tenant~~ corrects the violation within the notice period, the agreement terminates as provided and
35 the landlord may sell or dispose of the property without further notice [to the lienholder], **except**
36 **as provided in paragraph (h) of this subsection.**

37 (B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph
38 for failure of the lienholder ~~or former tenant~~ to pay a storage charge and the lienholder ~~or former~~
39 ~~tenant~~ corrects the violation, if the lienholder ~~or former tenant~~ again violates the storage agree-
40 ment by failing to pay a subsequent storage charge, the landlord may terminate the agreement by
41 giving at least 30 days' written notice to the lienholder ~~or former tenant~~ stating facts sufficient
42 to notify the lienholder ~~or former tenant~~ of the reason for termination. Unless the lienholder ~~or~~
43 ~~former tenant~~ corrects the violation within the notice period, the agreement terminates as pro-
44 vided and the landlord may sell or dispose of the property without further notice [to the
45 lienholder], **except as provided in paragraph (h) of this subsection.**

1 (C) A lienholder ~~or former tenant~~ may terminate a storage agreement at any time upon at least
 2 14 days' written notice to the landlord and may remove the property from the facility if the
 3 lienholder ~~or former tenant~~ has paid all storage charges and other charges as provided in the
 4 agreement.

5 ~~(h) A landlord shall deliver copies of any termination notice of a storage agreement with~~
 6 ~~the tenant to all lienholders. Upon the termination of a storage agreement with a tenant, the~~
 7 ~~landlord shall deliver a proposed storage agreement to all lienholders and may not exercise~~
 8 ~~any remedy under this section for 14 days after the delivery of the proposed storage agree-~~
 9 ~~ment. If a lienholder signs and returns the proposed agreement within 14 days, the new~~
 10 ~~storage agreement becomes effective under this subsection.~~

11 ~~[(h)] (i)~~ Upon the failure of a lienholder ~~or former tenant~~ to enter into a storage agreement
 12 as provided by this subsection or upon termination of an agreement, unless the parties otherwise
 13 agree or the lienholder ~~or former tenant~~ has sold or removed the property, the landlord may sell
 14 or dispose of the property pursuant to this section without further notice [to the lienholder].

15 ~~(j) A tenant is not eligible to enter into a storage agreement under this subsection if the~~
 16 ~~tenancy was terminated under ORS 90.380, 90.394, 90.630 or 90.632.~~

17 (21) If the personal property is considered abandoned as a result of the death of a tenant who
 18 was the only tenant, this section applies, except as follows:

19 (a) The provisions of this section regarding the rights and responsibilities of a tenant ~~or former~~
 20 ~~tenant~~ to the abandoned personal property shall apply to any personal representative named in a
 21 will or appointed by a court to act for the deceased tenant or any person designated in writing by
 22 the tenant to be contacted by the landlord in the event of the tenant's death.

23 (b) The notice required by subsection (3) of this section must be:

24 (A) Sent by first class mail to the deceased tenant at the premises; and

25 (B) Personally delivered or sent by first class mail to any personal representative or designated
 26 person if actually known to the landlord.

27 (c) The notice described in subsection (5) of this section must refer to any personal represen-
 28 tative or designated person, instead of the deceased tenant, and must incorporate the provisions of
 29 this subsection.

30 (d) If a personal representative, designated person or other person entitled to possession of the
 31 property, such as an heir or devisee, responds by actual notice to a landlord within the 45-day period
 32 provided by subsection (6) of this section and so requests, the landlord shall enter into a written
 33 storage agreement [with the representative or person providing that the personal property may not be
 34 sold or disposed of by the landlord] under subsection (20) of this section for up to [90 days] 12
 35 months or until conclusion of any probate proceedings, whichever is later. [A storage agreement
 36 entitles the representative or person to store the personal property on the previously rented space during
 37 the term of the agreement, but does not entitle anyone to occupy the personal property. If such an
 38 agreement is entered, the landlord may not enter a similar agreement with a lienholder pursuant to
 39 subsection (20) of this section until the agreement with the personal representative or designated person
 40 ends.]

41 [(e) If a personal representative or other person requests that a landlord enter into a storage
 42 agreement, subsection (20)(c) to (e) and (g)(C) of this section applies, with the representative or person
 43 having the rights and responsibilities of a lienholder with regard to the storage agreement.]

44 [(f)] (e) During the term of an agreement described under paragraph (d) of this subsection, the
 45 representative or person [has the right to] may remove or sell the property, including a sale to a

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1 purchaser or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave
2 the property on the rented space and become a tenant, subject to the provisions of ORS 90.680. The
3 landlord also may condition approval for occupancy of any purchaser, heir or devisee of the property
4 upon payment of all unpaid storage charges and maintenance costs.

5 (g) If the representative or person violates the storage agreement, the landlord may terminate the
6 agreement by giving at least 30 days' written notice to the representative or person stating facts suffi-
7 cient to notify the representative or person of the reason for the termination. Unless the representative
8 or person corrects the violation within the notice period, the agreement terminates as provided and the
9 landlord may sell or dispose of the property without further notice to the representative or person.]

RESTORED

10 (h) Upon the failure of a representative or person to enter into a storage agreement as provided
11 by this subsection or upon termination of an agreement, unless the parties otherwise agree or the rep-
12 resentative or person has sold or removed the property, the landlord may sell or dispose of the property
13 pursuant to this section without further notice to the representative or person.]

14 (22) If a governmental agency determines that the condition of personal property abandoned
15 under this section constitutes an extreme health or safety hazard under state or local law and the
16 agency determines that the hazard endangers others in the facility and requires quick removal of
17 the property, the landlord may sell or dispose of the property pursuant to this subsection. The
18 landlord shall comply with all provisions of this section, except as follows:

19 (a) The date provided in subsection (6) of this section by which a tenant, lienholder, personal
20 representative or designated person must contact a landlord to arrange for the disposition of the
21 property must be not less than 15 days after personal delivery or mailing of the notice required by
22 subsection (3) of this section.

23 (b) The date provided in subsections (8) and (9) of this section by which a tenant, lienholder,
24 personal representative or designated person must remove the property must be not less than seven
25 days after the tenant, lienholder, personal representative or designated person contacts the landlord.

26 (c) The notice required by subsection (3) of this section must be as provided in subsection (5)
27 of this section, except that:

28 (A) The dates and deadlines in the notice for contacting the landlord and removing the property
29 must be consistent with this subsection;

30 (B) The notice must state that a governmental agency has determined that the property consti-
31 tutes an extreme health or safety hazard and must be removed quickly; and

32 (C) The landlord shall attach a copy of the agency's determination to the notice.

33 (d) If the tenant, a lienholder or a personal representative or designated person does not remove
34 the property within the time allowed, the landlord or a buyer at a sale by the landlord under sub-
35 section (11) of this section shall promptly remove the property from the facility.

36 (e) A landlord is not required to enter into a storage agreement with a lienholder, ~~former~~
37 ~~tenant,~~ personal representative or designated person pursuant to subsection (20) of this section.

38 (23)(a) A landlord may sell or dispose of a tenant's abandoned personal property without com-
39 plying with the provisions of this section if, after termination of the tenancy or no more than seven
40 days prior to the termination of the tenancy, the following parties so agree in a writing entered into
41 in good faith:

42 (A) The landlord;

43 (B) The tenant, or for an abandonment as the result of the death of a tenant who was the only
44 tenant, the personal representative, designated person or other person entitled to possession of the
45 personal property, such as an heir or devisee, as described in subsection (21) of this section; and

X

1 (C) Any lienholder.

2 (b) A landlord may not, as part of a rental agreement, as a condition to approving a sale of
3 property on rented space under ORS 90.680 or in any other manner, require a tenant, a personal
4 representative, a designated person or any lienholder to waive any right provided by this section.

5 (24) Until personal property is conclusively presumed to be abandoned under subsection (9) of
6 this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal prop-
7 erty.

8 ~~SECTION 42. ORS 90.545 is amended to read.~~

9 90.545. (1) Except as provided under subsections (2) to (6) of this section, a fixed term tenancy
10 for space for a manufactured dwelling or floating home, upon reaching its ending date, automatically
11 renews as a month-to-month tenancy having the same terms and conditions, other than duration and
12 rent increases under ORS 90.600, unless the tenancy is terminated under ORS 90.380 (5)(b), 90.394,
13 90.396, 90.398, 90.630 or 90.632.

14 (2) To renew or extend a fixed term tenancy for another term, of any duration that is consistent
15 with ORS 90.550, the landlord shall submit the proposed new rental agreement to the tenant at least
16 60 days prior to the ending date of the term. The landlord shall include with the proposed agreement
17 a written statement that summarizes any new or revised terms, conditions, rules or regulations.

18 (3) Notwithstanding ORS 90.610 (3), a landlord's proposed new rental agreement may include
19 new or revised terms, conditions, rules or regulations, if the new or revised terms, conditions, rules
20 or regulations:

21 (a)(A) Fairly implement a statute or ordinance adopted after the creation of the existing agree-
22 ment; or

23 (B) Are the same as those offered to new or prospective tenants in the facility at the time the
24 proposed agreement is submitted to the tenant and for the six-month period preceding the submission
25 of the proposed agreement or, if there have been no new or prospective tenants during the six-month
26 period, are the same as are customary for the rental market;

27 (b) Are consistent with the rights and remedies provided to tenants under this chapter, including
28 the right to keep a pet pursuant to ORS 90.530;

29 (c) Do not relate to the age, size, style, construction material or year of construction of the
30 manufactured dwelling or floating home contrary to ORS 90.632 (2); and

31 (d) Do not require an alteration of the manufactured dwelling or floating home or alteration or
32 new construction of an accessory building or structure.

33 (4) A tenant shall accept or reject a landlord's proposed new rental agreement at least 30 days
34 prior to the ending of the term by giving written notice to the landlord.

35 (5) If a landlord fails to submit a proposed new rental agreement as provided by subsection (2)
36 of this section, the tenancy renews as a month-to-month tenancy as provided by subsection (1) of this
37 section.

38 (6) If a tenant fails to accept or unreasonably rejects a landlord's proposed new rental agree-
39 ment as provided by subsection (4) of this section, the fixed term tenancy terminates on the ending
40 date without further notice and the landlord may take possession by complying with ORS 105.105
41 to 105.168.

42 [(7) If a tenancy terminates under conditions described in subsection (6) of this section, and the
43 tenant surrenders or delivers possession of the premises to the landlord prior to the filing of an action
44 pursuant to ORS 105.110, the tenant has the right to enter into a written storage agreement with the
45 landlord, with the tenant having the same rights and responsibilities as a lienholder under ORS 90.675

X

1 (20), except that the landlord may limit the term of the storage agreement to not exceed six months.
2 Unless the parties agree otherwise, the storage agreement must commence upon the date of the termi-
3 nation of the tenancy. The rights under ORS 90.675 of any lienholder are delayed until the end of the
4 tenant storage agreement.]

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CONFORMING AMENDMENTS

SECTION 43. ORS 90.643 is amended to read:

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

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

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

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

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

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

(b) If the landlord and the tenant continue the tenancy on the lot created in the planned community subdivision, the tenancy is governed by ORS 90.100 to 90.465, except that the following provisions apply and, in the case of a conflict, control:

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

(B) ORS 90.530 applies regarding pets.

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

(D) ORS 90.600 (1) to (4) applies to an increase in rent.

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

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

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

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

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

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

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

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

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

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

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

15 (P) ORS 90.771 applies to the confidentiality of information provided to the [*Office of Manufac-*
16 *tured Dwelling Park Community Relations*] **Manufactured and Marina Communities Division** of
17 the Housing and Community Services Department about disputes.

18 **SECTION 44.** ORS 90.645 is amended to read:

19 90.645. (1)(a) If a manufactured dwelling park, or a portion of the park that includes the space
20 for a manufactured dwelling, is to be closed and the land or leasehold converted to a use other than
21 as a manufactured dwelling park, and the closure is not required by the exercise of eminent domain
22 or by order of federal, state or local agencies, the landlord may terminate a month-to-month or fixed
23 term rental agreement for a manufactured dwelling park space:

24 (A) By giving the tenant not less than 365 days' notice in writing before the date designated in
25 the notice for termination; and

26 (B) By paying a tenant, for each space for which a rental agreement is terminated, one of the
27 following amounts:

28 (i) \$6,000 if the manufactured dwelling is a single-wide dwelling;

29 (ii) \$8,000 if the manufactured dwelling is a double-wide dwelling; or

30 (iii) \$10,000 if the manufactured dwelling is a triple-wide or larger dwelling.

31 (b) The [*Office of Manufactured Dwelling Park Community Relations*] **Manufactured and Marina**
32 **Communities Division** of the Housing and Community Services Department shall establish by rule
33 a process to annually recalculate the amounts described in paragraph (a) of this subsection to reflect
34 inflation.

35 (2) Notwithstanding subsection (1) of this section, if a landlord closes a manufactured dwelling
36 park under this section as a result of converting the park to a subdivision under ORS 92.830 to
37 92.845, the landlord:

38 (a) May terminate a rental agreement by giving the tenant not less than 180 days' notice in
39 writing before the date designated in the notice for termination.

40 (b) Is not required to make a payment under subsection (1) of this section to a tenant who:

41 (A) Buys the space or lot on which the tenant's manufactured dwelling is located and does not
42 move the dwelling; or

43 (B) Sells the manufactured dwelling to a person who buys the space or lot.

44 (3) A notice given under subsection (1) or (2) of this section shall, at a minimum:

45 (a) State that the landlord is closing the park, or a portion of the park, and converting the land

1 or leasehold to a different use;

2 (b) Designate the date of closure; and

3 (c) Include the tax credit notice described in ORS 90.650.

4 (4) Except as provided in subsections (2) and (5) of this section, the landlord must pay a tenant
5 the full amount required under subsection (1) of this section regardless of whether the tenant relo-
6 cates or abandons the manufactured dwelling. The landlord shall pay at least one-half of the pay-
7 ment amount to the tenant within seven days after receiving from the tenant the notice described
8 in subsection (5)(a) of this section. The landlord shall pay the remaining amount no later than seven
9 days after the tenant ceases to occupy the space.

10 (5) Notwithstanding subsection (1) of this section:

11 (a) A landlord is not required to make a payment to a tenant as provided in subsection (1) of
12 this section unless the tenant gives the landlord not less than 30 days' and not more than 60 days'
13 written notice of the date within the 365-day period on which the tenant will cease tenancy, whether
14 by relocation or abandonment of the manufactured dwelling.

15 (b) If the manufactured dwelling is abandoned:

16 (A) The landlord may condition the payment required by subsection (1) of this section upon the
17 tenant waiving any right to receive payment under ORS 90.425 or 90.675.

18 (B) The landlord may not charge the tenant to store, sell or dispose of the abandoned manufac-
19 tured dwelling.

20 (6)(a) A landlord may not charge a tenant any penalty, fee or unaccrued rent for moving out of
21 the manufactured dwelling park prior to the end of the 365-day notice period.

22 (b) A landlord may charge a tenant for rent for any period during which the tenant occupies the
23 space and may deduct from the payment amount required by subsection (1) of this section any un-
24 paid moneys owed by the tenant to the landlord.

25 (7) A landlord may not increase the rent for a manufactured dwelling park space after giving a
26 notice of termination under this section to the tenant of the space.

27 (8) This section does not limit a landlord's right to terminate a tenancy for nonpayment of rent
28 under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.632 by complying
29 with ORS 105.105 to 105.168.

30 (9) If a landlord is required to close a manufactured dwelling park by the exercise of eminent
31 domain or by order of a federal, state or local agency, the landlord shall notify the park tenants no
32 later than 15 days after the landlord receives notice of the exercise of eminent domain or of the
33 agency order. The notice to the tenants shall be in writing, designate the date of closure, state the
34 reason for the closure, describe the tax credit available under section 17, chapter 906, Oregon Laws
35 2007, and any government relocation benefits known by the landlord to be available to the tenants
36 and comply with any additional content requirements under ORS 90.650.

37 **SECTION 45.** ORS 90.645, as amended by section 2a, chapter 906, Oregon Laws 2007, and sec-
38 tion 2, chapter 198, Oregon Laws 2017, is amended to read:

39 90.645. (1)(a) If a manufactured dwelling park, or a portion of the park that includes the space
40 for a manufactured dwelling, is to be closed and the land or leasehold converted to a use other than
41 as a manufactured dwelling park, and the closure is not required by the exercise of eminent domain
42 or by order of federal, state or local agencies, the landlord may terminate a month-to-month or fixed
43 term rental agreement for a manufactured dwelling park space:

44 (A) By giving the tenant not less than 365 days' notice in writing before the date designated in
45 the notice for termination; and

1 (B) By paying a tenant, for each space for which a rental agreement is terminated, one of the
 2 following amounts:

- 3 (i) \$6,000 if the manufactured dwelling is a single-wide dwelling;
- 4 (ii) \$8,000 if the manufactured dwelling is a double-wide dwelling; or
- 5 (iii) \$10,000 if the manufactured dwelling is a triple-wide or larger dwelling.

6 (b) The [*Office of Manufactured Dwelling Park Community Relations*] **Manufactured and Marina**
 7 **Communities Division** of the Housing and Community Services Department shall establish by rule
 8 a process to annually recalculate the amounts described in paragraph (a) of this subsection to reflect
 9 inflation.

10 (2) Notwithstanding subsection (1) of this section, if a landlord closes a manufactured dwelling
 11 park under this section as a result of converting the park to a subdivision under ORS 92.830 to
 12 92.845, the landlord:

13 (a) May terminate a rental agreement by giving the tenant not less than 180 days' notice in
 14 writing before the date designated in the notice for termination.

15 (b) Is not required to make a payment under subsection (1) of this section to a tenant who:

16 (A) Buys the space or lot on which the tenant's manufactured dwelling is located and does not
 17 move the dwelling; or

18 (B) Sells the manufactured dwelling to a person who buys the space or lot.

19 (3) A notice given under subsection (1) or (2) of this section shall, at a minimum:

20 (a) State that the landlord is closing the park, or a portion of the park, and converting the land
 21 or leasehold to a different use;

22 (b) Designate the date of closure; and

23 (c) Include the tax notice described in ORS 90.650.

24 (4) Except as provided in subsections (2) and (5) of this section, the landlord must pay a tenant
 25 the full amount required under subsection (1) of this section regardless of whether the tenant relo-
 26 cates or abandons the manufactured dwelling. The landlord shall pay at least one-half of the pay-
 27 ment amount to the tenant within seven days after receiving from the tenant the notice described
 28 in subsection (5)(a) of this section. The landlord shall pay the remaining amount no later than seven
 29 days after the tenant ceases to occupy the space.

30 (5) Notwithstanding subsection (1) of this section:

31 (a) A landlord is not required to make a payment to a tenant as provided in subsection (1) of
 32 this section unless the tenant gives the landlord not less than 30 days' and not more than 60 days'
 33 written notice of the date within the 365-day period on which the tenant will cease tenancy, whether
 34 by relocation or abandonment of the manufactured dwelling.

35 (b) If the manufactured dwelling is abandoned:

36 (A) The landlord may condition the payment required by subsection (1) of this section upon the
 37 tenant waiving any right to receive payment under ORS 90.425 or 90.675.

38 (B) The landlord may not charge the tenant to store, sell or dispose of the abandoned manufac-
 39 tured dwelling.

40 (6)(a) A landlord may not charge a tenant any penalty, fee or unaccrued rent for moving out of
 41 the manufactured dwelling park prior to the end of the 365-day notice period.

42 (b) A landlord may charge a tenant for rent for any period during which the tenant occupies the
 43 space and may deduct from the payment amount required by subsection (1) of this section any un-
 44 paid moneys owed by the tenant to the landlord.

45 (7) A landlord may not increase the rent for a manufactured dwelling park space after giving a

1 notice of termination under this section to the tenant of the space.

2 (8) This section does not limit a landlord's right to terminate a tenancy for nonpayment of rent
3 under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.632 by complying
4 with ORS 105.105 to 105.168.

5 (9) If a landlord is required to close a manufactured dwelling park by the exercise of eminent
6 domain or by order of a federal, state or local agency, the landlord shall notify the park tenants no
7 later than 15 days after the landlord receives notice of the exercise of eminent domain or of the
8 agency order. The notice to the tenants shall be in writing, designate the date of closure, state the
9 reason for the closure, describe any government relocation benefits known by the landlord to be
10 available to the tenants and comply with any additional content requirements under ORS 90.650.

11 (10) The *[Office of Manufactured Dwelling Park Community Relations]* **Manufactured and**
12 **Marina Communities Division** shall adopt rules establishing a sample form for the notice described
13 in subsection (3) of this section.

14 **SECTION 46.** ORS 90.650 is amended to read:

15 90.650. (1) If a manufactured dwelling park or a portion of a manufactured dwelling park is
16 closed, resulting in the termination of the rental agreement between the landlord of the park and
17 a tenant renting space for a manufactured dwelling, whether because of the exercise of eminent
18 domain, by order of a federal, state or local agency or as provided under ORS 90.645 (1), the landlord
19 shall provide notice to the tenant of the tax credit provided under section 17, chapter 906, Oregon
20 Laws 2007. The notice shall state the eligibility requirements for the credit, information on how to
21 apply for the credit and any other information required by the *[Office of Manufactured Dwelling Park*
22 *Community Relations]* **Manufactured and Marina Communities Division** or the Department of
23 Revenue by rule. The notice shall also state that the closure may allow the taxpayer to appeal the
24 property tax assessment on the manufactured dwelling.

25 (2) The *[office]* **division** shall adopt rules establishing a sample form for the notice described in
26 this section and the notice described in ORS 90.645 (3).

27 (3) The department, in consultation with the *[office]* **division**, shall adopt rules establishing a
28 sample form and explanation for the property tax assessment appeal.

29 (4) The *[office]* **division** may adopt rules to administer this section.

30 **SECTION 47.** ORS 90.650, as amended by section 7a, chapter 906, Oregon Laws 2007, is
31 amended to read:

32 90.650. (1) If a manufactured dwelling park or a portion of a manufactured dwelling park is
33 closed, resulting in the termination of the rental agreement between the landlord of the park and
34 a tenant renting space for a manufactured dwelling, whether because of the exercise of eminent
35 domain, by order of a federal, state or local agency or as provided under ORS 90.645 (1), the landlord
36 shall provide notice to the tenant that the closure may allow the taxpayer to appeal the property
37 tax assessment on the manufactured dwelling.

38 (2) The Department of Revenue, in consultation with the *[Office of Manufactured Dwelling Park*
39 *Community Relations]* **Manufactured and Marina Communities Division**, shall adopt rules estab-
40 lishing a sample form and explanation for the property tax assessment appeal.

41 (3) The *[office]* **division** may adopt rules to administer this section.

42 **SECTION 48.** ORS 90.655 is amended to read:

43 90.655. (1) A landlord that gives a notice of termination under ORS 90.645 shall, at the same
44 time, send one copy of the notice to the *[Office of Manufactured Dwelling Park Community*
45 *Relations]* **Manufactured and Marina Communities Division** by first class mail. The landlord

1 shall, at the same time, send a copy of the notice, both by first class mail and by certified mail with
 2 return receipt requested, for each affected manufactured dwelling, to any person:

3 (a) That is not a tenant; and

4 (b)(A) That the landlord actually knows to be an owner of the manufactured dwelling; or

5 (B) That has a lien recorded in the title or ownership document records for the manufactured
 6 dwelling.

7 (2) A landlord that terminates rental agreements for manufactured dwelling park spaces under
 8 ORS 90.645 shall, no later than 60 days after the manufactured dwelling park or portion of the park
 9 closes, report to the [office] **division**:

10 (a) The number of dwelling unit owners who moved their dwelling units out of the park; and

11 (b) The number of dwelling unit owners who abandoned their dwelling units at the park.

12 **SECTION 49.** ORS 90.732 is amended to read:

13 90.732. (1) Every landlord of a manufactured dwelling park shall register annually in writing
 14 with the **Manufactured and Marina Communities Division of the** Housing and Community Ser-
 15 vices Department. The [department] **division** shall charge the landlord a registration fee of \$50 for
 16 parks with more than 20 spaces and \$25 for parks with 20 or fewer spaces. The landlord shall file
 17 a registration and pay a registration fee for each park owned or managed by the landlord. The
 18 registration shall consist of the following information:

19 (a) The name and business mailing address of the landlord and of any person authorized to
 20 manage the premises of the park.

21 (b) The name of the park.

22 (c) The physical address of the park [or] **and**, if different from the physical address, the mailing
 23 address.

24 (d) A telephone number of the park.

25 (e) The total number of spaces in the park.

26 (2) The landlord of a new manufactured dwelling park shall register with the [department] **divi-**
 27 **sion** no later than 60 days after the opening of the park.

28 (3) The [department] **division** shall send a written reminder notice to each landlord that holds
 29 a current registration under this section before the due date for the landlord to file a new regis-
 30 tration. The [department] **division** shall confirm receipt of a registration.

31 (4) Notwithstanding subsections (1) to (3) of this section, the [department] **division** may provide
 32 for registration and confirmation of registration to be accomplished by electronic means instead of
 33 in writing.

34 (5) Moneys from registration fees described in subsection (1) of this section shall be deposited
 35 in the [Mobile Home Parks] **Manufactured and Marina Communities** Account. [Notwithstanding
 36 ORS 446.533, moneys deposited in the account under this section are continuously appropriated to the
 37 department for the purpose of implementing and administering the duties of the department under this
 38 section and ORS 90.734 and 90.738.]

39 **SECTION 50.** ORS 90.734 is amended to read:

40 90.734. (1) At least one person for each manufactured dwelling park who has authority to man-
 41 age the premises of the park shall, every two years, complete four hours of continuing education
 42 relating to the management of manufactured dwelling parks. The following apply for a person whose
 43 continuing education is required:

44 (a) If there is any manager or owner who lives in the park, the person completing the continuing
 45 education must be a manager or owner who lives in the park.

1 (b) If no manager or owner lives in the park, the person completing the continuing education
2 must be a manager who lives outside the park or, if there is no manager, an owner of the park.

3 (c) A manager or owner may satisfy the continuing education requirement for more than one
4 park that does not have a manager or owner who lives in the park.

5 (2) If a person becomes the manufactured dwelling park manager or owner who is responsible
6 for completing continuing education, and the person does not have a current certificate of com-
7 pletion issued under subsection (3) of this section, the person shall complete the continuing educa-
8 tion requirement by taking the next regularly scheduled continuing education class or by taking a
9 continuing education class held within 75 days.

10 (3) The **Manufactured and Marina Communities Division of the Housing and Community**
11 **Services Department** shall ensure that continuing education classes:

12 (a) Are offered at least once every six months;

13 (b) Are offered by a statewide nonprofit trade association in Oregon representing manufactured
14 housing interests and approved by the [department] **division**;

15 (c) Have at least one-half of the class instruction on one or more provisions of ORS chapter 90,
16 ORS 105.105 to 105.168, fair housing law or other law relating to landlords and tenants;

17 (d) Provide a certificate of completion to all attendees; and

18 (e) Provide the [department] **division** with the following information:

19 (A) The name of each person who attends a class;

20 (B) The name of the attendee's manufactured dwelling park;

21 (C) The city or county in which the attendee's park is located;

22 (D) The date of the class; and

23 (E) The names of the persons who taught the class.

24 (4) The [department] **division**, a trade association or instructor is not responsible for the conduct
25 of a landlord, manager, owner or other person attending a continuing education class under this
26 section. This section does not create a cause of action against the [department] **division**, a trade
27 association or instructor related to the continuing education class.

28 (5) The owner of a manufactured dwelling park is responsible for ensuring compliance with the
29 continuing education requirements in this section.

30 (6) The [department] **division** shall annually send a written reminder notice regarding continuing
31 education requirements under this section to each manufactured dwelling park at the address shown
32 in the park registration filed under ORS 90.732.

33 **SECTION 51.** ORS 90.736 is amended to read:

34 90.736. (1) The **Manufactured and Marina Communities Division of the Housing and Com-**
35 **munity Services Department** may assess a civil penalty against a landlord or owner if the [depart-
36 ment] **division** finds that the landlord or owner has not complied with ORS 90.732 or 90.734. The
37 civil penalty may not exceed \$1,000. The [department] **division** shall assess the civil penalty ac-
38 cording to the schedule of penalties developed by the department under ORS 90.738. In assessing a
39 civil penalty under this section, the [department] **division** shall take into consideration any good
40 faith efforts by the landlord or owner to comply with ORS 90.732 or 90.734.

41 (2) **The division shall deposit the payment of** a civil penalty assessed under this section [shall
42 be deposited] in the [Mobile Home Parks Account and continuously appropriated to the department for
43 use in carrying out the policies described in ORS 446.515] **Manufactured and Marina Communities**
44 **Account**.

45 (3) If a civil penalty assessed under this section is not paid on or before 90 days after the order

1 assessing the civil penalty becomes final by operation of law, the [*department*] **division** may file the
 2 order with the county clerk of the county where the manufactured dwelling park of the landlord or
 3 owner is located as a lien against the park. In addition to any other available remedy, recording the
 4 order in the County Clerk Lien Record has the effect provided for in ORS 205.125 and 205.126 and
 5 the order may be enforced as provided in ORS 205.125 and 205.126.

6 **SECTION 52.** ORS 90.771 is amended to read:

7 90.771. (1) In order to foster the role of the [*Office of Manufactured Dwelling Park Community*
 8 *Relations*] **Manufactured and Marina Communities Division** in mediating and resolving disputes
 9 between landlords and tenants of manufactured dwelling and floating home facilities, the Housing
 10 and Community Services Department shall establish procedures to maintain the confidentiality of
 11 information received by the [*office*] **division** pertaining to individual landlords and tenants of facili-
 12 ties and to landlord-tenant disputes. The procedures must comply with the provisions of this section.

13 (2) Except as provided in subsection (3) of this section, the department shall treat as confidential
 14 and not disclose:

15 (a) The identity of a landlord, tenant or complainant involved in a dispute or of a person who
 16 provides information to the department in response to a department investigation of a dispute;

17 (b) Information provided to the department by a landlord, tenant, complainant or other person
 18 relating to a dispute; or

19 (c) Information discovered by the department in investigating a dispute.

20 (3) The department may disclose:

21 (a) Information described in subsection (2) of this section to a state agency; and

22 (b) Information described in subsection (2) of this section if the landlord, tenant, complainant
 23 or other person who provided the information being disclosed, or the legal representative thereof,
 24 consents orally or in writing to the disclosure and specifies to whom the disclosure may be made.
 25 Only the landlord, tenant, complainant or other person who provided the information to the de-
 26 partment may authorize or deny the disclosure of the information.

27 (4) This section does not prohibit the department from compiling and disclosing examples and
 28 statistics that demonstrate information such as the type of dispute, frequency of occurrence and
 29 geographical area where the dispute occurred if the identity of the landlord, tenant, complainant and
 30 other persons are protected.

31 ~~**SECTION 53.** ORS 90.840 is amended to read:~~

32 90.840. (1) The [*Director of the*] Housing and Community Services Department may lend funds
 33 available to the [*Housing and Community Services*] department [*to provide funds necessary*] to carry
 34 out the provisions of ORS 456.581 (2). [*Such funds advanced shall be repaid to the Housing and*
 35 *Community Services Department as determined by the director.*]

36 (2) Notwithstanding any budget limitation, the [*director*] **department** may spend funds available
 37 from the [*Mobile Home Parks*] **Residential Dwelling Facilities** Purchase Account to employ per-
 38 ~~sonnel to carry out the provisions of ORS 456.581 (1).~~

39 **SECTION 53** ORS 92.840 is amended to read:

40 92.840. (1) Notwithstanding the provisions of ORS 92.016 (1), prior to the approval of a tentative
 41 plan, the declarant may negotiate to sell a lot for which approval is required under ORS 92.830 to
 42 92.845.

43 (2) Prior to the sale of a lot, the declarant shall offer to sell the lot to the tenant who occupies
 44 the lot. The offer required under this subsection:

45 (a) Terminates 60 days after receipt of the offer by the tenant or upon written rejection of the

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1 offer, whichever occurs first; and

2 (b) Does not constitute a notice of termination of the tenancy.

3 (3) For 60 days after termination of the offer required under subsection (2) of this section, the
4 declarant may not sell the lot to a person other than the tenant at a price or on terms that are more
5 favorable to the purchaser than the price or terms that were offered to the tenant.

6 (4) After the manufactured dwelling park or mobile home park has been submitted for subdivi-
7 sion under ORS 92.830 to 92.845 and until a lot is offered for sale in accordance with subsection (2)
8 of this section, the declarant shall notify a prospective tenant, in writing, prior to the commence-
9 ment of the tenancy, that the park has been submitted for subdivision and that the tenant is entitled
10 to receive an offer to purchase the lot under subsection (2) of this section.

11 (5) Prior to the sale of a lot in a subdivision created by conversion of the park, the declarant
12 must provide the tenant or other potential purchaser of the lot with information about the home-
13 owners association formed by the declarant as required by ORS 94.625. The information must, at a
14 minimum, include the association name and type and any rights set forth in the declaration required
15 by ORS 94.580.

16 (6) The declarant may not begin improvements or rehabilitation to the lot during the period
17 described in the landlord's notice of termination under ORS 90.645 without the permission of the
18 tenant.

19 (7) The declarant may begin improvements or rehabilitation to the common property as defined
20 in the declaration during the period described in the landlord's notice of termination under ORS
21 90.645.

22 (8) If the tenant does not buy the lot occupied by the tenant's manufactured dwelling or mobile
23 home, the declarant and the tenant may continue the tenancy on the lot after approval of the ten-
24 tative plan. The rights and responsibilities of tenants who continue their tenancy on the lot in the
25 planned community subdivision of manufactured dwellings are set out in ORS 90.643.

26 (9) After approval of the tentative plan and the period provided by subsection (2)(a) of this sec-
27 tion, the declarant shall promptly:

28 (a) Notify the [*Office of Manufactured Dwelling Park Community Relations*] **Manufactured and**
29 **Marina Communities Division** of the Housing and Community Services Department of the ap-
30 proval.

31 (b) Provide the [*office*] **division** with a street address for each lot in the planned community
32 subdivision of manufactured dwellings that remains available for rental use.

33 (10) Nothing in this section prevents the declarant from terminating a tenancy in the park in
34 compliance with ORS 90.630, 90.632 and 90.645. However, the declarant shall make the offer required
35 under subsection (2) of this section to a tenant whose tenancy is terminated after approval of the
36 tentative plan unless the termination is for cause under ORS 90.392, 90.394, 90.396, 90.630 (1) or (8)
37 or 90.632.

38 **SECTION 53** ORS 446.003 is amended to read:

39 446.003. As used in ORS 446.003 to 446.200, [*and*] 446.225 to 446.285 **and 446.515 to 446.547**, and
40 for the purposes of ORS chapters 195, 196, 197, 215 and 227, the following definitions apply, unless
41 the context requires otherwise[,] or [*unless*] administration and enforcement by the State of Oregon
42 under the existing or revised National Manufactured Housing Construction and Safety Standards
43 Act would be adversely affected, and except as provided in ORS 446.265:

44 (1) "Accessory building or structure" means any portable, demountable or permanent structure
45 established for use of the occupant of the manufactured structure and as further defined by rule by

1 the Director of the Department of Consumer and Business Services.

2 (2)(a) "Alteration" means any change, addition, repair, conversion, replacement, modification or
 3 removal of any equipment or installation that may affect the operation, construction or occupancy
 4 of a manufactured structure.

5 (b) "Alteration" does not include:

6 (A) Minor repairs with approved component parts;

7 (B) Conversion of listed fuel-burning appliances in accordance with the terms of their listing;

8 (C) Adjustment and maintenance of equipment; or

9 (D) Replacement of equipment or accessories in kind.

10 (3) "Approved" means approved, licensed or certified by the Department of Consumer and
 11 Business Services or its designee.

12 (4) "Board" means the Residential and Manufactured Structures Board.

13 (5) "Cabana" means a stationary, lightweight structure that may be prefabricated, or demount-
 14 able, with two or more walls, used adjacent to and in conjunction with a manufactured structure to
 15 provide additional living space.

16 (6) "Certification" means an evaluation process by which the department verifies a
 17 manufacturer's ability to produce manufactured structures to the department rules and to the de-
 18 partment approved quality control manual.

19 (7) "Conversion" or "to convert" means the process of changing a manufactured structure in
 20 whole or in part from one type of vehicle or structure to another.

21 (8) "Dealer" means any person engaged in the business of selling, leasing or distributing manu-
 22 factured structures or equipment, or both, primarily to persons who in good faith purchase or lease
 23 manufactured structures or equipment, or both, for purposes other than resale.

24 (9) "Department" means the Department of Consumer and Business Services.

25 (10) "Director" means the Director of the Department of Consumer and Business Services.

26 (11) "Distributor" means any person engaged in selling and distributing manufactured structures
 27 or equipment for resale.

28 (12) "Equipment" means materials, appliances, subassembly, devices, fixtures, fittings and
 29 apparatuses used in the construction, plumbing, mechanical and electrical systems of a manufactured
 30 structure.

31 (13) "Federal manufactured housing construction and safety standard" means a standard for
 32 construction, design and performance of a manufactured dwelling promulgated by the Secretary of
 33 Housing and Urban Development pursuant to the federal National Manufactured Housing Con-
 34 struction and Safety Standards Act of 1974 (Public Law 93-383).

35 (14) "Fire Marshal" means the State Fire Marshal.

36 (15) "Imminent safety hazard" means an imminent and unreasonable risk of death or severe
 37 personal injury.

38 **(16) "Floating home" has the meaning given that term in ORS 830.700.**

39 [(16)] (17) "Insignia of compliance" means:

40 (a) For a manufactured dwelling built to HUD standards for such dwellings, the HUD label; or

41 (b) For all other manufactured structures, the insignia issued by this state indicating compliance
 42 with state law.

43 [(17)] (18) "Inspecting authority" or "inspector" means the Director of the Department of Con-
 44 sumer and Business Services or representatives as appointed or authorized to administer and enforce
 45 provisions of ORS 446.111, 446.160, 446.176, 446.225 to 446.285, 446.310 to 446.350, 446.990 and this

1 section.

2 [(18)] (19) "Installation" in relation to:

3 (a) Construction means the arrangements and methods of construction, fire and life safety,
4 electrical, plumbing and mechanical equipment and systems within a manufactured structure.

5 (b) Siting means the manufactured structure and cabana foundation support and tiedown, the
6 structural, fire and life safety, electrical, plumbing and mechanical equipment and material con-
7 nections and the installation of skirting and temporary steps.

8 [(19)] (20) "Installer" means any individual licensed by the director to install, set up, connect,
9 hook up, block, tie down, secure, support, install temporary steps for, install skirting for or make
10 electrical, plumbing or mechanical connections to manufactured dwellings or cabanas or who pro-
11 vides consultation or supervision for any of these activities, except architects registered under ORS
12 671.010 to 671.220 or engineers registered under ORS 672.002 to 672.325.

13 [(20)] (21) "Listed" means equipment or materials included in a list, published by an organization
14 concerned with product evaluation acceptable to the department that maintains periodic inspection
15 of production of listed equipment or materials, and whose listing states either that the equipment
16 or materials meets appropriate standards or has been tested and found suitable in a specified man-
17 ner.

18 [(21)] (22) "Lot" means any space, area or tract of land, or portion of a manufactured dwelling
19 park, mobile home park or recreation park that is designated or used for occupancy by one manu-
20 factured structure.

21 [(22)(a)] (23)(a) "Manufactured dwelling" means a residential trailer, mobile home or manufac-
22 tured home.

23 (b) "Manufactured dwelling" does not include any building or structure constructed to conform
24 to the State of Oregon Structural Specialty Code or the Low-Rise Residential Dwelling Code adopted
25 [pursuant to ORS 455.100 to 455.450 and] **under** 455.610 to 455.630 or any unit identified as a rec-
26 reational vehicle by the manufacturer.

27 [(23)] (24) "Manufactured dwelling park" [means] **includes** any place where four or more manu-
28 factured dwellings are located within 500 feet of one another on a lot, tract or parcel of land under
29 the same ownership, the primary purpose of which is to rent or lease space or keep space for rent
30 or lease to any person for a charge or fee paid or to be paid for the rental or lease or use of facil-
31 ities or to offer space free in connection with securing the trade or patronage of such person[.
32 "Manufactured dwelling park"] **but** does not include a lot or lots located within a subdivision being
33 rented or leased for occupancy by no more than one manufactured dwelling per lot if the subdivision
34 was approved by the local government unit having jurisdiction under an ordinance adopted pursuant
35 to ORS 92.010 to 92.192.

36 [(24)(a)] (25) "Manufactured home[,]" [except as provided in paragraph (b) of this subsection,
37 means] **includes**:

38 (a) A structure constructed for movement on the public highways that has sleeping, cooking and
39 plumbing facilities, that is intended for human occupancy, that is being used for residential purposes
40 and that was constructed in accordance with federal manufactured housing construction and safety
41 standards and regulations in effect at the time of construction[.]; **or**

42 (b) For purposes of implementing any contract pertaining to manufactured homes between the
43 department and the federal government, ["manufactured home" has] the meaning given the term in
44 the contract.

45 [(25)(a)] (26) "Manufactured structure" [means] **includes** a recreational vehicle, manufactured

1 dwelling or recreational structure[.]

2 [(b) "*Manufactured structure*"] **but** does not include any building or structure regulated under
3 the State of Oregon Structural Specialty Code or the Low-Rise Residential Dwelling Code.

4 [(26)] (27) "Manufacturer" means any person engaged in manufacturing, building, rebuilding, al-
5 tering, converting or assembling manufactured structures or equipment.

6 [(27)] (28) "Manufacturing" means the building, rebuilding, altering or converting of manufac-
7 tured structures that bear or are required to bear an Oregon insignia of compliance.

8 **(29) "Marina" has the meaning given that term in ORS 90.100.**

9 [(28)] (30) "Minimum safety standards" means the plumbing, mechanical, electrical, thermal, fire
10 and life safety, structural and transportation standards prescribed by rules adopted by the director.

11 [(29)] (31) "Mobile home" means a structure constructed for movement on the public highways
12 that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is
13 being used for residential purposes and that was constructed between January 1, 1962, and June 15,
14 1976, and met the construction requirements of Oregon mobile home law in effect at the time of
15 construction.

16 [(30)] (32) "Mobile home park" means any place where four or more manufactured structures
17 are located within 500 feet of one another on a lot, tract or parcel of land under the same owner-
18 ship, the primary purpose of which is to rent space or keep space for rent to any person for a charge
19 or fee paid or to be paid for the rental or use of facilities or to offer space free in connection with
20 securing the trade or patronage of such person. "Mobile home park" does not include a lot or lots
21 located within a subdivision being rented or leased for occupancy by no more than one manufac-
22 tured dwelling per lot if the subdivision was approved by the municipality unit having jurisdiction
23 under an ordinance adopted pursuant to ORS 92.010 to 92.192.

24 [(31)] (33) "Municipality" means a city, county or other unit of local government otherwise au-
25 thorized by law to enact codes.

26 [(32)] (34) "Recreational structure" means a campground structure with or without plumbing,
27 heating or cooking facilities intended to be used by any particular occupant on a limited-time basis
28 for recreational, seasonal, emergency or transitional housing purposes and may include yurts, cab-
29 ins, fabric structures or similar structures as further defined, by rule, by the director.

30 [(33)] (35) "Recreational vehicle" means a vehicle with or without motive power, that is designed
31 for human occupancy and to be used temporarily for recreational, seasonal or emergency purposes
32 and as further defined, by rule, by the director.

33 [(34)] (36) "Residential trailer" means a structure constructed for movement on the public
34 highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy,
35 that is being used for residential purposes and that was constructed before January 1, 1962.

36 [(35)] (37) "Sale" means rent, lease, sale or exchange.

37 [(36)] (38) "Skirting" means a weather resistant material used to enclose the space below the
38 manufactured structure.

39 [(37)] (39) "Tiedown" means any device designed to anchor a manufactured structure securely
40 to the ground.

41 [(38)] (40) "Transitional housing accommodations" means accommodations described under ORS
42 446.265.

43 [(39)] (41) "Utilities" means the water, sewer, gas or electric services provided on a lot for a
44 manufactured structure.

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UNIT CAPTIONS

SECTION 58. The unit captions used in this 2019 Act are provided only for the convenience of the reader and do not become part of the statutory law of this state or express any legislative intent in the enactment of this 2019 Act.
