

HOUSE AMENDMENTS TO A-ENGROSSED HOUSE BILL 2006

By JOINT COMMITTEE ON WAYS AND MEANS

June 19

1 On page 1 of the printed A-engrossed bill, line 2, delete “147.453” and insert “90.427”.

2 On page 3, delete lines 12 through 31 and insert:

3 **“SECTION 2. Section 3 of this 2019 Act is added to and made a part of ORS 147.450 to**
4 **147.471.**

5 **“SECTION 3. The Department of Justice may assist victims of domestic violence and**
6 **sexual assault with housing needs, including through homelessness prevention, housing**
7 **search assistance, tenant education and funding for rent, utilities, moving costs, deposits,**
8 **application fees or safe emergency housing.**

9 **“SECTION 4. Section 3 of this 2019 Act is repealed January 2, 2022.**

10 **“SECTION 5.** ORS 90.427, as amended by section 1, chapter 1, Oregon Laws 2019 (Enrolled
11 Senate Bill 608), is amended to read:

12 “90.427. (1) As used in this section:

13 “(a) ‘First year of occupancy’ includes all periods in which any of the tenants has resided in the
14 dwelling unit for one year or less.

15 “(b) ‘Immediate family’ means:

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

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

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

20 “(D) A child, grandchild, foster child, ward or guardian of any person listed in subparagraph (A)
21 or (B) of this paragraph.

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

25 “(3) If a tenancy is a month-to-month tenancy:

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

29 “(b) At any time during the first year of occupancy, the landlord may terminate the tenancy by
30 giving the tenant notice in writing not less than 30 days prior to the date designated in the notice
31 for the termination of the tenancy.

32 “(c) Except as provided in subsection (8) of this section, at any time after the first year of oc-
33 cupancy, the landlord may terminate the tenancy only:

34 “(A) For a tenant cause and with notice in writing as specified in ORS 86.782 (6)(c), 90.380 (5),
35 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or

1 “(B) For a qualifying landlord reason for termination and with notice in writing as described in
2 subsections (5) [to (7)] **and (6)** of this section.

3 “(4) If the tenancy is a fixed term tenancy:

4 “(a) The landlord may terminate the tenancy during the fixed term only for cause and with no-
5 tice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or
6 90.445.

7 “(b) If the specified ending date for the fixed term falls within the first year of occupancy, the
8 landlord may terminate the tenancy without cause by giving the tenant notice in writing not less
9 than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date des-
10 ignated in the notice for the termination of the tenancy, whichever is later.

11 “(c) Except as provided by subsection (8) of this section, if the specified ending date for the fixed
12 term falls after the first year of occupancy, the fixed term tenancy becomes a month-to-month
13 tenancy upon the expiration of the fixed term, unless:

14 “(A) The landlord and tenant agree to a new fixed term tenancy;

15 “(B) The tenant gives notice in writing not less than 30 days prior to the specified ending date
16 for the fixed term or the date designated in the notice for the termination of the tenancy, whichever
17 is later; or

18 “(C) The landlord has a qualifying reason for termination and gives notice as specified in sub-
19 sections (5) to (7) of this section.

20 “(5) The landlord may terminate a month-to-month tenancy under subsection (3)(c)(B) of this
21 section at any time, or may terminate a fixed term tenancy upon the expiration of the fixed term
22 under subsection (4)(c) of this section, by giving the tenant notice in writing not less than 90 days
23 prior to the date designated in the notice for the termination of the month-to-month tenancy or the
24 specified ending date for the fixed term, whichever is later, if:

25 “(a) The landlord intends to demolish the dwelling unit or convert the dwelling unit to a use
26 other than residential use within a reasonable time;

27 “(b) The landlord intends to undertake repairs or renovations to the dwelling unit within a
28 reasonable time and:

29 “(A) The premises is unsafe or unfit for occupancy; or

30 “(B) The dwelling unit will be unsafe or unfit for occupancy during the repairs or renovations;

31 “(c) The landlord intends for the landlord or a member of the landlord’s immediate family to
32 occupy the dwelling unit as a primary residence and the landlord does not own a comparable unit
33 in the same building that is available for occupancy at the same time that the tenant receives notice
34 to terminate the tenancy; or

35 “(d) The landlord has:

36 “(A) Accepted an offer to purchase the dwelling unit separately from any other dwelling unit
37 from a person who intends in good faith to occupy the dwelling unit as the person’s primary resi-
38 dence; and

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

41 “(6)(a) A landlord that terminates a tenancy under subsection (5) of this section shall:

42 “(A) Specify in the termination notice the reason for the termination and supporting facts;

43 “(B) State that the rental agreement will terminate upon a designated date not less than 90 days
44 after delivery of the notice; and

45 “(C) At the time the landlord delivers the tenant the notice to terminate the tenancy, pay the

1 tenant an amount equal to one month's periodic rent.

2 "(b) The requirements of paragraph (a)(C) of this subsection do not apply to a landlord who has
3 an ownership interest in four or fewer residential dwelling units **subject to this chapter**.

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

8 "(a) The tenant has committed three or more violations of the rental agreement within the pre-
9 ceding 12-month period and the landlord has given the tenant a written warning notice at the time
10 of each violation;

11 "(b) Each written warning notice:

12 "(A) Specifies the violation;

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

15 "(C) States that correcting the third or subsequent violation is not a defense to termination
16 under this subsection; and

17 "(c) The 90-day notice of termination:

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

20 "(B) Specifies the reason for the termination and supporting facts; and

21 "(C) Is delivered to the tenant concurrent with or after the third or subsequent written warning
22 notice.

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

27 "(a) For a month-to-month tenancy:

28 "(A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394,
29 90.396, 90.398, 90.405, 90.440 or 90.445;

30 "(B) Without cause by giving the tenant notice in writing not less than 60 days prior to the date
31 designated in the notice for the termination of the tenancy; or

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

34 "(i) The dwelling unit is purchased separately from any other dwelling unit;

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

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

39 "(b) For a fixed term tenancy:

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

42 "(B) At any time during the fixed term, without cause by giving the tenant notice in writing not
43 less than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date
44 designated in the notice for the termination of the tenancy, whichever is later.

45 "(9)(a) If a landlord terminates a tenancy in violation of subsection (3)(c)(B), (4)(c), (5), (6) or (7)

1 of this section:

2 “(A) The landlord shall be liable to the tenant in an amount equal to three months’ rent in ad-
3 dition to actual damages sustained by the tenant as a result of the tenancy termination; and

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

5 “(b) A tenant is entitled to recovery under paragraph (a) of this subsection if the tenant com-
6 mences an action asserting the claim within one year after the tenant knew or should have known
7 that the landlord terminated the tenancy in violation of this section.

8 “(10) The tenancy shall terminate on the date designated and without regard to the expiration
9 of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed,
10 rent is uniformly apportionable from day to day.

11 “(11) If the tenant remains in possession without the landlord’s consent after expiration of the
12 term of the rental agreement or its termination, the landlord may bring an action for possession. In
13 addition, the landlord may recover from the tenant any actual damages resulting from the tenant
14 holding over, including the value of any rent accruing from the expiration or termination of the
15 rental agreement until the landlord knows or should know that the tenant has relinquished pos-
16 session to the landlord. If the landlord consents to the tenant’s continued occupancy, ORS 90.220 (7)
17 applies.

18 “(12)(a) A notice given to terminate a tenancy under subsection (2), (3)(a) or (b), (8)(a)(B) or (C)
19 or (8)(b) of this section need not state a reason for the termination.

20 “(b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant may include in a
21 notice of termination given under subsection (2), (3)(a) or (b), (8)(a)(B) or (C) or (8)(b) of this section
22 an explanation of the reason for the termination without having to prove the reason. An explanation
23 does not give the person receiving the notice of termination a right to cure the reason if the notice
24 states that:

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

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

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

30 “(13) Subsections (2) to (9) of this section do not apply to a month-to-month tenancy subject to
31 ORS 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to 90.850.”.

32 In line 32, delete “3” and insert “6”.

33 In line 34, delete “\$15,000,000” and insert “\$3,000,000”.

34 Delete lines 36 through 44 and insert:

35 “**SECTION 7. In addition to and not in lieu of any other appropriation, there is appro-**
36 **riated to the Department of Justice, for the biennium beginning July 1, 2019, out of the**
37 **General Fund, the amount of \$3,000,000, to assist victims of domestic violence and sexual**
38 **assault with housing needs under section 3 of this 2019 Act.”.**

39 In line 45, delete “6” and insert “8”.

40