

House Bill 3129

Sponsored by Representative NOBLE

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Allows landlord to terminate residential tenancy with 30 days' written notice upon receipt of government notice that occupancy is unlawful. Expands rights of landlords and tenants to terminate tenancies that are unlawful but not unsafe. Clarifies that landlord may not enter into tenancy known to be unlawful but not unsafe. Clarifies that terminating unlawful but not unsafe tenancy does not preclude parties' other available claims for damages.

A BILL FOR AN ACT

1
2 Relating to residential tenancies; creating new provisions; and amending ORS 90.380, 90.545, 90.555,
3 90.620, 90.630, 90.632, 90.645, 90.671 and 105.124.

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

5 **SECTION 1.** ORS 90.380 is amended to read:

6 90.380. (1) As used in this section[,]:

7 (a) [*“Posted”*] **“Post”** means that a governmental agency [*has attached*] **attaches** a copy of the
8 agency's written determination in a secure manner to the main entrance of the dwelling unit or to
9 the premises [*or building of which the dwelling unit is a part*].

10 (b) **“Unlawful” means a tenancy that violates, or a dwelling unit whose occupancy vio-**
11 **lates, state or local laws, including laws relating to building codes, occupancy limits, health,**
12 **safety or land use.**

13 (2)(a) If a governmental agency [*has posted*] **posts** a dwelling unit as unsafe and unlawful to
14 occupy due to the existence of conditions that [*violate state or local law and*] materially affect health
15 or safety to an extent that, in the agency's determination, the tenant must vacate the unit and an-
16 other person may not take possession of the unit, a landlord may not continue a tenancy or enter
17 into a new tenancy for the dwelling unit until the landlord corrects the conditions that led to the
18 agency's determination.

19 (b) If a landlord knowingly violates paragraph (a) of this subsection, the tenant may immediately
20 terminate the tenancy by giving the landlord actual notice of the termination and the reason for the
21 termination and may recover from the landlord either two months' periodic rent or up to twice the
22 actual damages sustained by the tenant as a result of the violation, whichever is greater. The tenant
23 need not terminate the tenancy to recover damages under this section.

24 (3)(a) If a governmental agency [*has given*] **gives** a written notice to a landlord that a dwelling
25 unit [*has been determined to be*] **or tenancy is** unlawful, but not unsafe, [*to occupy due to the exist-*
26 *ence of conditions that violate state or local law and materially affect health or safety to an extent that,*
27 *in the agency's determination, although the unit is safe for an existing tenant to occupy, another person*
28 *may not take possession of the unit,*] the landlord may not enter into a new tenancy for the dwelling
29 unit until the landlord corrects the conditions that led to the agency's determination.

30 (b) If a landlord knowingly violates paragraph (a) of this subsection, the tenant may recover

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 from the landlord either two months' periodic rent or up to twice the actual damages sustained by
 2 the tenant as a result of the violation, whichever is greater.

3 (c) Notwithstanding paragraph (b) of this subsection, a landlord is not liable to a tenant for a
 4 violation of paragraph (a) of this subsection if, prior to the commencement of the tenancy, the
 5 landlord discloses to the tenant that the dwelling unit *[has been determined to be]* **or tenancy is**
 6 **unlawful** *[to occupy]*.

7 (d) A disclosure described in paragraph (c) of this subsection must be in writing, include a de-
 8 scription of the conditions that led to the agency's determination and state that the landlord is ob-
 9 ligated to correct the conditions before entering into a new tenancy. The landlord shall attach a
 10 copy of the agency's notice to the disclosure. The notice copy may provide the information required
 11 by this paragraph to be disclosed by the landlord to the tenant.

12 (e) A disclosure described in paragraph (c) of this subsection does not release the landlord from
 13 the duties imposed by this chapter, including the duty to maintain the dwelling unit in a habitable
 14 condition pursuant to ORS 90.320 or 90.730. A tenant who enters into a tenancy after the landlord's
 15 disclosure does not waive the tenant's other remedies under this chapter. The disclosure does not
 16 prevent the governmental agency that made the determination from imposing on the landlord any
 17 penalty authorized by law for entering into the new tenancy.

18 (4)(a) If a governmental agency *[has made a determination regarding a dwelling unit and has*
 19 *posted or given]* **posts or gives** notice *[for]* **of** conditions described in subsection (2)(a) or (3)(a) of
 20 this section, a landlord may not accept from an applicant for that dwelling unit a deposit to secure
 21 the execution of a rental agreement pursuant to ORS 90.297 unless, before accepting the deposit, the
 22 landlord discloses to the applicant **the unlawful conditions** *[as provided by subsection (3)(c) of this*
 23 *section that the dwelling unit has been determined to be unlawful to occupy]*.

24 (b) If a landlord knowingly violates paragraph (a) of this subsection or fails to correct the con-
 25 ditions leading to the agency's determination before the date a new tenancy is to begin as provided
 26 by the agreement to secure the execution of a rental agreement, an applicant may terminate the
 27 agreement to secure the execution of the rental agreement by giving the landlord actual notice of
 28 the termination and the reason for termination. As a result of a termination, the applicant may re-
 29 cover from the landlord an amount equal to twice the deposit. If an applicant recovers damages for
 30 a violation pursuant to this paragraph, the applicant may not recover any amounts under ORS
 31 90.297.

32 (5) If, after a landlord and a tenant *[have entered]* **enter** into a tenancy, a governmental agency
 33 posts **or gives written notice that** a dwelling unit *[as unsafe and]* **or tenancy is** unlawful *[to oc-*
 34 *cupy due to the existence of conditions that violate state or local law, that materially affect health or*
 35 *safety]* and that **the unlawful conditions:**

36 (a) Were not caused by the tenant[,];

37 (A) The tenant may immediately terminate the tenancy by giving the landlord actual notice of
 38 the termination and the reason for the termination; or

39 (B) **The landlord may terminate the tenancy by giving the tenant notice in writing stating**
 40 **the reason for the termination and attaching copies of any writing of the governmental**
 41 **agency not less than 30 days prior to the date designated in the termination notice. The**
 42 **reason for the termination is not subject to cure by the tenant.**

43 (b) Were not caused by the landlord or by the landlord's failure to maintain the dwelling, the
 44 landlord may terminate the tenancy by giving the tenant 24 hours' written notice of the termination
 45 and the reason for the termination, *after which the landlord may take possession in the manner*

1 provided in ORS 105.105 to 105.168]. **The reason for the termination is not subject to cure by**
2 **the tenant.**

3 (6) If the tenancy is terminated[, as a result of conditions as described in] **under** [subsections]
4 **subsection (2), (4) [and (5)] or (5)(a)** of this section, within 14 days of the [notice] **date** of termi-
5 nation the landlord shall return to the applicant or tenant:

6 (a) All of the deposit to secure the execution of a rental agreement, security deposit or prepaid
7 rent owed to the applicant under this section or to the tenant under ORS 90.300; and

8 (b) All rent prepaid for the month in which the termination occurs, prorated, if applicable, to
9 the date of termination or the date the tenant vacates the premises, whichever is later.

10 (7) If conditions at premises that existed at the outset of the tenancy and that were not caused
11 by the tenant pose an imminent and serious threat to the health or safety of occupants of the
12 premises within six months from the beginning of the tenancy, the tenant may immediately terminate
13 the rental agreement by giving the landlord actual notice of the termination and the reason for the
14 termination. In addition, if the landlord knew or should have reasonably known of the existence of
15 the conditions, the tenant may recover either two months' periodic rent or twice the actual damages
16 sustained by the tenant as a result of the violation, whichever is greater. The tenant need not ter-
17 minate the rental agreement to recover damages under this section. Within four days of the tenant's
18 notice of termination, the landlord shall return to the tenant:

19 (a) All of the security deposit or prepaid rent owed to the tenant under ORS 90.300; and

20 (b) All rent prepaid for the month in which the termination occurs, prorated to the date of ter-
21 mination or the date the tenant vacates the premises, whichever is later.

22 (8)(a) A landlord shall return the money due the applicant or tenant under subsections (6) and
23 (7) of this section either by making the money available to the applicant or tenant at the landlord's
24 customary place of business or by mailing the money by first class mail to the applicant or tenant.

25 (b) The applicant or tenant [has the option of choosing] **may choose** the method for return of
26 any money due under this section. If the applicant or tenant fails to choose one of these methods
27 at the time of giving the notice of termination, the landlord shall use the mail method, addressed to
28 the last-known address of the applicant or tenant and mailed within the relevant four-day or 14-day
29 period following the applicant's or tenant's notice.

30 (9) If the landlord fails to comply with subsection (8) of this section, the applicant or tenant may
31 recover the money due in an amount equal to twice the amount due.

32 **(10) Subsections (5) to (9) of this section do not prevent a landlord or tenant from seeking**
33 **appropriate damages under a tenancy that is unlawful, but not unsafe, regardless of whether**
34 **the tenancy was terminated.**

35 **SECTION 2.** ORS 105.124 is amended to read:

36 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling
37 unit:

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

40
41
42 IN THE CIRCUIT COURT
43 FOR THE COUNTY OF

44 _____
45 No. _____

RESIDENTIAL EVICTION COMPLAINT

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PLAINTIFF (Landlord or agent):

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

vs.

DEFENDANT (Tenants/Occupants):

MAILING ADDRESS: _____

City: _____

State: _____ Zip: _____

Telephone: _____

1.

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

2.

Landlord is entitled to possession of the property because of:

_____ 24-hour notice for personal injury, substantial damage, extremely outrageous act or unlawful [*occupant*] **occupancy**.
ORS **90.380 (5)(b)**, 90.396 or 90.403.

_____ 24-hour or 48-hour notice for violation of a drug or alcohol program. ORS 90.398.

_____ 24-hour notice for perpetrating domestic violence, sexual assault or stalking. ORS 90.445.

_____ 72-hour or 144-hour notice for nonpayment of rent. ORS 90.394.

_____ 7-day notice with stated cause in a week-to-week tenancy. ORS 90.392 (6).

_____ 10-day notice for a pet violation, a repeat violation in a month-to-month

- 1 tenancy or without stated cause in a
- 2 week-to-week tenancy. ORS 90.392 (5),
- 3 90.405 or 90.427 (2).
- 4 _____ 20-day notice for a repeat violation.
- 5 ORS 90.630 (4).
- 6 _____ 30-day, 60-day or 180-day notice without
- 7 stated cause in a month-to-month
- 8 tenancy. ORS 90.427 (3) or (4) or 90.429.
- 9 _____ 30-day notice with stated cause.
- 10 ORS **90.380 (5)(a)(B)**, 90.392, 90.630 or 90.632.
- 11 _____ 60-day notice with stated cause.
- 12 ORS 90.632.
- 13 _____ Notice to bona fide tenants after
- 14 foreclosure sale or termination of
- 15 fixed term tenancy after foreclosure
- 16 sale. ORS 86.782 (6)(c).
- 17 _____ Other notice _____
- 18 _____ No notice (explain) _____

19
20 A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED

21
22 3.

23 If the landlord uses an attorney, the case goes to trial and the landlord wins in court, the
24 landlord can collect attorney fees from the defendant pursuant to ORS 90.255 and 105.137 (3).

25 Landlord requests judgment for possession of the premises, court costs, disbursements and at-
26 torney fees.

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

29
30 _____
31 Signature of landlord or agent.

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33
34 (2) The complaint must be signed by the plaintiff or an attorney representing the plaintiff as
35 provided by ORCP 17, or verified by an agent or employee of the plaintiff or an agent or employee
36 of an agent of the plaintiff.

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

38 **SECTION 3.** ORS 90.545 is amended to read:

39 90.545. (1) Except as provided under subsections (2) to (6) of this section, a fixed term tenancy
40 for space for a manufactured dwelling or floating home, upon reaching its ending date, automatically
41 renews as a month-to-month tenancy having the same terms and conditions, other than duration and
42 rent increases under ORS 90.600, unless the tenancy is terminated under [ORS 90.380 (5)(b), 90.394,
43 90.396, 90.398, 90.630 or 90.632] **this chapter**.

44 (2) To renew or extend a fixed term tenancy for another term, of any duration that is consistent
45 with ORS 90.550, the landlord shall submit the proposed new rental agreement to the tenant at least

1 60 days prior to the ending date of the term. The landlord shall include with the proposed agreement
 2 a written statement that summarizes any new or revised terms, conditions, rules or regulations.

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

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

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

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

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

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

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

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

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

27 (7) If a tenancy terminates under conditions described in subsection (6) of this section, and the
 28 tenant surrenders or delivers possession of the premises to the landlord prior to the filing of an
 29 action pursuant to ORS 105.110, the tenant has the right to enter into a written storage agreement
 30 with the landlord, with the tenant having the same rights and responsibilities as a lienholder under
 31 ORS 90.675 (20), except that the landlord may limit the term of the storage agreement to not exceed
 32 six months. Unless the parties agree otherwise, the storage agreement must commence upon the
 33 date of the termination of the tenancy. The rights under ORS 90.675 of any lienholder are delayed
 34 until the end of the tenant storage agreement.

35 **SECTION 4.** ORS 90.555 is amended to read:

36 90.555. (1) A facility tenant may not rent the tenant's manufactured dwelling or floating home
 37 to another person for a period exceeding three days unless the facility landlord, facility tenant and
 38 dwelling or home renter enter into a written subleasing agreement specifying the rights and obli-
 39 gations of the landlord, tenant and renter during the renter's occupancy of the dwelling or home.
 40 The subleasing agreement shall include, but need not be limited to, provisions that require the
 41 dwelling or home renter to timely pay directly to the facility landlord the space rent, any separately
 42 assessed fees payable under the rental agreement and any separately billed utility or service charge
 43 described in ORS 90.532 (1)(b) or (c), and provisions that grant the dwelling or home renter the same
 44 rights as the facility tenant to cure a violation of the rental agreement for the facility space, to
 45 require facility landlord compliance with ORS 90.730 and to be protected from retaliatory conduct

1 under ORS 90.765. This subsection does not authorize a facility tenant to rent a manufactured
 2 dwelling or floating home to another person in violation of the rental agreement between the facility
 3 tenant and the facility landlord.

4 (2) Notwithstanding ORS 90.100 (47), a facility tenant who enters into a subleasing agreement
 5 continues to be the tenant of the facility space and retains all rights and obligations of a facility
 6 tenant under the rental agreement and this chapter. The occupancy of a manufactured dwelling or
 7 floating home by a renter as provided in a subleasing agreement does not constitute abandonment
 8 of the dwelling or home by the facility tenant.

9 (3) The rights and obligations of the dwelling or home renter under a subleasing agreement are
 10 in addition to the rights and obligations retained by the facility tenant under subsection (2) of this
 11 section. The rights and obligations of the dwelling or home renter under the subleasing agreement
 12 are separate from any rights or obligations of the renter under ORS 90.100 to 90.465 applicable to
 13 the renter's occupancy of the manufactured dwelling or floating home owned by the facility tenant.

14 (4) Unless otherwise provided in the subleasing agreement, a facility landlord may terminate a
 15 subleasing agreement:

16 (a) Without cause by giving the dwelling or home renter written notice not less than 30 days
 17 prior to the termination;

18 (b) If a condition described in ORS 90.380 [(5)(b)] (5) exists for the facility space, by giving the
 19 renter the same notice to which the facility tenant is entitled under ORS 90.380 [(5)(b)] (5); or

20 (c) Subject to the cure right established in subsection (1) of this section and regardless of
 21 whether the landlord terminates the rental agreement of the facility tenant:

22 (A) For nonpayment of facility space rent; or

23 (B) For any conduct by the dwelling or home renter that would be a violation of the rental
 24 agreement under ORS 90.396 or 90.398 if committed by the facility tenant.

25 (5) Upon termination of a subleasing agreement by the facility landlord, whether with or without
 26 cause, the dwelling or home renter and the facility tenant are excused from continued performance
 27 under any agreement for the renter's occupancy of the manufactured dwelling or floating home
 28 owned by the facility tenant.

29 (6)(a) If, during the term of a subleasing agreement, the facility landlord gives notice to the fa-
 30 cility tenant of a rental agreement violation, of a law or ordinance violation or of the facility's
 31 closure, conversion or sale, the landlord shall also promptly give a copy of the notice to the dwelling
 32 or home renter. The giving of notice to the dwelling or home renter does not constitute notice to
 33 the facility tenant unless the tenant has expressly appointed the renter as the tenant's agent for
 34 purposes of receiving notice.

35 (b) If the facility landlord gives notice to the dwelling or home renter that the landlord is ter-
 36 minating the subleasing agreement, the landlord shall also promptly give a copy of the notice to the
 37 facility tenant. The landlord shall give the notice to the facility tenant in the same manner as for
 38 giving notice of a rental agreement violation.

39 (c) If, during the term of a subleasing agreement, the facility tenant gives notice to the facility
 40 landlord of a rental agreement violation, termination of tenancy or sale of the manufactured dwell-
 41 ing or floating home, the tenant shall also promptly give a copy of the notice to the dwelling or
 42 home renter.

43 (d) If the dwelling or home renter gives notice to the facility landlord of a violation of ORS
 44 90.730, the renter shall also promptly give a copy of the notice to the facility tenant.

45 (7) If the rental agreement permits the facility tenant to sublease the tenant's manufactured

1 dwelling or floating home, the landlord shall apply to the dwelling or home renter credit and con-
 2 duct screening criteria that is substantially similar to the credit and conduct screening criteria the
 3 landlord applies to applicants for a tenancy of a dwelling or home that is either owned by the
 4 landlord or on consignment with the landlord under ORS 90.680.

5 **SECTION 5.** ORS 90.620 is amended to read:

6 90.620. (1) The tenant who rents a space for a manufactured dwelling or floating home may
 7 terminate a rental agreement that is a month-to-month or fixed term tenancy without cause by giv-
 8 ing to the landlord, at any time during the tenancy, not less than 30 days' notice in writing prior
 9 to the date designated in the notice for the termination of the tenancy.

10 (2) The tenant may terminate a rental agreement that is a month-to-month or fixed term tenancy
 11 for cause pursuant to [ORS 90.315, 90.360 (1), 90.365 (2), 90.375 or 90.380] **this chapter.**

12 [(3) A tenant may not be required to give the landlord more than 30 days' written notice to termi-
 13 nate.]

14 **SECTION 6.** ORS 90.630, as amended by section 22, chapter 820, Oregon Laws 2015, is amended
 15 to read:

16 90.630. (1) Except as provided in subsection (4) of this section, the landlord may terminate a
 17 rental agreement that is a month-to-month or fixed term tenancy for space for a manufactured
 18 dwelling or floating home by giving to the tenant not less than 30 days' notice in writing before the
 19 date designated in the notice for termination if the tenant:

20 (a) Violates a law or ordinance related to the tenant's conduct as a tenant, including but not
 21 limited to a material noncompliance with ORS 90.740;

22 (b) Violates a rule or rental agreement provision related to the tenant's conduct as a tenant and
 23 imposed as a condition of occupancy, including but not limited to a material noncompliance with a
 24 rental agreement regarding a program of recovery in drug and alcohol free housing;

25 (c) Is classified as a level three sex offender under ORS 163A.100 (3); or

26 (d) Fails to pay a:

27 (A) Late charge pursuant to ORS 90.260;

28 (B) Fee pursuant to ORS 90.302; or

29 (C) Utility or service charge pursuant to ORS 90.534 or 90.536.

30 (2) A violation making a tenant subject to termination under subsection (1) of this section in-
 31 cludes a tenant's failure to maintain the space as required by law, ordinance, rental agreement or
 32 rule, but does not include the physical condition of the dwelling or home. Termination of a rental
 33 agreement based upon the physical condition of a dwelling or home shall only be as provided in ORS
 34 90.632.

35 (3) The notice required by subsection (1) of this section shall state facts sufficient to notify the
 36 tenant of the reasons for termination of the tenancy and state that the tenant may avoid termination
 37 by correcting the violation as provided in subsection (4) of this section.

38 (4) The tenant may avoid termination of the tenancy by correcting the violation within the
 39 30-day period specified in subsection (1) of this section. However, if substantially the same act or
 40 omission that constituted a prior violation of which notice was given recurs within six months after
 41 the date of the notice, the landlord may terminate the tenancy upon at least 20 days' written notice
 42 specifying the violation and the date of termination of the tenancy.

43 (5) Notwithstanding subsection (3) or (4) of this section, a tenant who is given a notice of ter-
 44 mination under subsection (1)(c) of this section does not have a right to correct the violation. A
 45 notice given to a tenant under subsection (1)(c) of this section must state that the tenant does not

1 have a right to avoid the termination.

2 (6) 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*] **this chapter**.

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

8 (8) Notwithstanding any other provision of this section or ORS 90.394, 90.396 or 90.398, the
 9 landlord may terminate the rental agreement for space for a manufactured dwelling or floating home
 10 because of repeated late payment of rent by giving the tenant not less than 30 days' notice in
 11 writing before the date designated in that notice for termination and may take possession as pro-
 12 vided in ORS 105.105 to 105.168 if:

13 (a) The tenant has not paid the monthly rent prior to the eighth day of the rental period as
 14 described in ORS 90.394 (2)(a) or the fifth day of the rental period as described in ORS 90.394 (2)(b)
 15 in at least three of the preceding 12 months and the landlord has given the tenant a nonpayment
 16 of rent termination notice pursuant to ORS 90.394 (2) during each of those three instances of non-
 17 payment;

18 (b) The landlord warns the tenant of the risk of a 30-day notice for termination with no right
 19 to correct the cause, upon the occurrence of a third nonpayment of rent termination notice within
 20 a 12-month period. The warning must be contained in at least two nonpayment of rent termination
 21 notices that precede the third notice within a 12-month period or in separate written notices that
 22 are given concurrent with, or a reasonable time after, each of the two nonpayment of rent termi-
 23 nation notices; and

24 (c) The 30-day notice of termination states facts sufficient to notify the tenant of the cause for
 25 termination of the tenancy and is given to the tenant concurrent with or after the third or a sub-
 26 sequent nonpayment of rent termination notice.

27 (9) Notwithstanding subsection (4) of this section, a tenant who receives a 30-day notice of ter-
 28 mination pursuant to subsection (8) of this section does not have a right to correct the cause for the
 29 notice.

30 (10) The landlord may give a copy of the notice required by subsection (8) of this section to any
 31 lienholder of the manufactured dwelling or floating home by first class mail with certificate of
 32 mailing or by any other method allowed by ORS 90.150 (2) and (3). A landlord is not liable to a
 33 tenant for any damages incurred by the tenant as a result of the landlord giving a copy of the notice
 34 in good faith to a lienholder. A lienholder's rights and obligations regarding an abandoned manu-
 35 factured dwelling or floating home shall be as provided under ORS 90.675.

36 **SECTION 7.** ORS 90.632 is amended to read:

37 90.632. (1) A landlord may terminate a month-to-month or fixed term rental agreement and re-
 38 quire the tenant to remove a manufactured dwelling or floating home from a facility, due to the
 39 physical condition of the exterior of the manufactured dwelling or floating home, only by complying
 40 with this section and ORS 105.105 to 105.168. A termination shall include removal of the dwelling
 41 or home.

42 (2) A landlord may not require removal of a manufactured dwelling or floating home, or consider
 43 a dwelling or home to be in disrepair or deteriorated, because of the age, size, style or original
 44 construction material of the dwelling or home or because the dwelling or home was built prior to
 45 adoption of the National Manufactured Housing Construction and Safety Standards Act of 1974 (42

1 U.S.C. 5403), in compliance with the standards of that Act in effect at that time or in compliance
 2 with the state building code as defined in ORS 455.010.

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

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

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

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

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

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

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

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

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

29 (7) During the termination notice or extension period, the tenant may give the landlord written
 30 notice that the tenant has corrected the cause for termination. Within a reasonable time after the
 31 tenant's notice of correction, the landlord shall respond to the tenant in writing, stating whether the
 32 landlord agrees that the cause has been corrected. If the tenant's notice of correction is given at
 33 least 14 days prior to the end of the termination notice or extension period, failure by the landlord
 34 to respond as required by this subsection is a defense to a termination based upon the landlord's
 35 notice for termination.

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

39 (a) An additional 60 days if:

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

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

45 (b) An additional six months if the disrepair or deterioration has existed for more than the

1 preceding 12 months with the landlord's knowledge or acceptance as described in ORS 90.412.

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

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

9 (11) This section does not limit a landlord's right to terminate a tenancy [*for nonpayment of rent*
 10 *under ORS 90.394 or*] for other cause under [*ORS 90.380 (5)(b), 90.396, 90.398 or 90.630 by complying*
 11 *with ORS 105.105 to 105.168*] **this chapter.**

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

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

22 **SECTION 8.** ORS 90.645 is amended to read:

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

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

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

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

35 (b) The Office of Manufactured Dwelling Park Community Relations of the Housing and Com-
 36 munity Services Department shall establish by rule a process to annually recalculate the amounts
 37 described in paragraph (a) of this subsection to reflect inflation.

38 (2) Notwithstanding subsection (1) of this section, if a landlord closes a manufactured dwelling
 39 park under this section as a result of converting the park to a subdivision under ORS 92.830 to
 40 92.845, the landlord:

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

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

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

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

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

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

5 (b) Designate the date of closure; and

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

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

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

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

18 (b) If the manufactured dwelling is abandoned:

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

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

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

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

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

30 (8) This section does not limit a landlord's right to terminate a tenancy [*for nonpayment of rent*
31 *under ORS 90.394 or*] for other cause under [*ORS 90.380 (5)(b), 90.396, 90.398 or 90.632 by complying*
32 *with ORS 105.105 to 105.168*] **this chapter**.

33 (9) If a landlord is required to close a manufactured dwelling park by the exercise of eminent
34 domain or by order of a federal, state or local agency, the landlord shall notify the park tenants no
35 later than 15 days after the landlord receives notice of the exercise of eminent domain or of the
36 agency order. The notice to the tenants shall be in writing, designate the date of closure, state the
37 reason for the closure, describe the tax credit available under section 17, chapter 906, Oregon Laws
38 2007, and any government relocation benefits known by the landlord to be available to the tenants
39 and comply with any additional content requirements under ORS 90.650.

40 **SECTION 9.** ORS 90.645, as amended by section 2a, chapter 906, Oregon Laws 2007, and section
41 2, chapter 198, Oregon Laws 2017, is amended to read:

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

1 term rental agreement for a manufactured dwelling park space:

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

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

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

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

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

9 (b) The Office of Manufactured Dwelling Park Community Relations of the Housing and Com-
10 munity Services Department shall establish by rule a process to annually recalculate the amounts
11 described in paragraph (a) of this subsection to reflect inflation.

12 (2) Notwithstanding subsection (1) of this section, if a landlord closes a manufactured dwelling
13 park under this section as a result of converting the park to a subdivision under ORS 92.830 to
14 92.845, the landlord:

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

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

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

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

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

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

24 (b) Designate the date of closure; and

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

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

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

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

37 (b) If the manufactured dwelling is abandoned:

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

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

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

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

1 paid moneys owed by the tenant to the landlord.

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

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

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

13 (10) The Office of Manufactured Dwelling Park Community Relations shall adopt rules estab-
14 lishing a sample form for the notice described in subsection (3) of this section.

15 **SECTION 10. ORS 90.671 is added to and made a part of ORS chapter 90.**

16 **SECTION 11.** ORS 90.671 is amended to read:

17 90.671. (1) If a marina or a portion of the marina that includes a marina space is to be closed
18 and the land or leasehold converted to a different use, and the closure is not required by the exer-
19 cise of eminent domain or by order of a federal, state or local agency, the landlord of the marina
20 may terminate a month-to-month or fixed term rental agreement for a marina space by giving the
21 tenant:

22 (a) Not less than 365 days' notice in writing before the date designated in the notice for termi-
23 nation; or

24 (b) Not less than 180 days' notice in writing before the date designated in the notice for termi-
25 nation, if:

26 (A) The landlord finds space acceptable to the tenant to which the tenant can move the floating
27 home; and

28 (B) The landlord pays the cost of moving and set-up expenses or \$3,500, whichever is less.

29 (2) The landlord may:

30 (a) Provide greater financial incentive to encourage the tenant to accept an earlier termination
31 date than that provided in subsection (1) of this section; or

32 (b) Contract with the tenant for a mutually acceptable arrangement to assist the tenant's move.

33 (3) The Housing and Community Services Department shall adopt rules to administer this sec-
34 tion.

35 (4)(a) A landlord may not increase the rent for a dwelling unit for the purpose of offsetting the
36 payments required under this section.

37 (b) A landlord may not increase the rent for a dwelling unit after giving a notice of termination
38 under this section to the tenant.

39 (5) Nothing in subsection (1) of this section shall prevent a landlord from relocating a floating
40 home to another comparable space in the same marina, or in another marina owned by the same
41 owner in the same city, if the landlord desires or is required to make repairs, to remodel or to
42 modify the tenant's original space.

43 (6) This section does not limit a landlord's right to terminate a tenancy [*for nonpayment of rent*
44 *under ORS 90.394 or*] for other cause under [*ORS 90.380 (5)(b), 90.396, 90.398 or 90.632 by complying*
45 *with ORS 105.105 to 105.168*] **this chapter.**

1 (7) If a landlord is required to close a marina by the exercise of eminent domain or by order
2 of a federal, state or local agency, the landlord shall notify the marina tenants no later than 15 days
3 after the landlord receives notice of the exercise of eminent domain or of the agency order. The
4 notice to the tenants shall be in writing, designate the date of closure, state the reason for the
5 closure and describe any government relocation benefits known by the landlord to be available to
6 the tenants.

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