

# A-Engrossed Senate Bill 586

Ordered by the Senate April 12  
Including Senate Amendments dated April 12

Sponsored by Senator PROZANSKI (at the request of John VanLandingham) (Presession 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.

Renames "Office of Manufactured Dwelling Park Community Relations" to "Manufactured and Marina Communities Division[.]" **and** "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'*] **account's** 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*] **marinas** 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.*]

**Requires manufactured dwelling park landlord, before maintaining trees, to provide tenant reasonable notice and opportunity to maintain trees.**

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

1  
2 Relating to residential dwelling facilities; creating new provisions; amending ORS 90.510, 90.532,  
3 90.534, 90.536, 90.537, 90.538, 90.632, 90.643, 90.645, 90.650, 90.655, 90.675, 90.725, 90.727, 90.732,  
4 90.734, 90.736, 90.771, 90.842, 90.844, 90.846, 90.848, 90.849, 90.850, 92.840, 446.003, 446.515,  
5 446.525, 446.533 and 446.543; and repealing ORS 90.805, 90.810, 90.815, 90.820 and 90.830.

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

## MANUFACTURED AND MARINA COMMUNITIES DIVISION

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

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

**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       **(3) For the purpose of harmonizing and clarifying statutory law, the Legislative Counsel**  
2 **may substitute for words designating the “Office of Manufactured Dwelling Park Community**  
3 **Relations,” wherever they occur in statutory law, other words designating the “Manufac-**  
4 **tured and Marina Communities Division.”**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

44       **(4) The Director of the Housing and Community Services Department shall appoint an**  
45 **administrator to lead the Manufactured and Marina Communities Division. Within the prior**

1 **two years, the director and the administrator may not have owned or been directly affiliated**  
2 **with any manufactured dwelling park or marina.**

3 **NOTE:** Sections 5 through 8 were deleted by amendment. Subsequent sections were not re-  
4 numbered.

5  
6 **MANUFACTURED DWELLING PARK AND MARINA MEDIATION**  
7

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

9 446.515. (1) It is the policy of the State of Oregon:

10 (a) To encourage mobile home and manufactured dwelling park **and marina** residents and mo-  
11 bile home and manufactured dwelling park **and marina** owners and managers to settle disputes  
12 among themselves without recourse, if possible, to either the court system or intervention by a state  
13 agency.

14 (b) To assist mobile home and manufactured dwelling park **and marina** residents and mobile  
15 home and manufactured dwelling park **and marina** owners and managers to develop alternative  
16 dispute resolution techniques including, but not limited to, providing technical advice in the area  
17 of mediation.

18 (c) To educate mobile home and manufactured dwelling park **and marina** residents, owners and  
19 managers about issues and laws that affect mobile home and manufactured dwelling park **and**  
20 **marina** tenancies for the purpose of assisting those persons in resolving disputes.

21 (2) The Legislative Assembly recognizes that a significant percentage of its citizens are mobile  
22 home and manufactured dwelling park **and marina** residents, owners or managers and that a pro-  
23 posal which reduces the necessity of court resolution of certain disputes between these residents,  
24 owners and managers may help these citizens avoid the expense of going to court.

25 (3) All citizens of this state benefit when the courts are reserved for the resolution of the types  
26 of disputes for which no alternative dispute resolution exists.

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

28 446.525. (1) Except as provided in ORS 308.250 (2)(b), a special assessment is levied annually  
29 upon each manufactured dwelling that is assessed for ad valorem property tax purposes as personal  
30 property. The amount of the assessment is \$10.

31 (2) On or before July 15 of each year, the county assessor shall determine and list the manu-  
32 factured dwellings in the county that are assessed for the current assessment year as personal  
33 property. Upon making a determination and list, the county assessor shall cause the special assess-  
34 ment levied under subsection (1) of this section to be entered on the general assessment and tax roll  
35 prepared for the current assessment year as a charge against each manufactured dwelling so listed.  
36 Upon entry, the special assessment shall become a lien, be assessed and be collected in the same  
37 manner and with the same interest, penalty and cost charges as apply to ad valorem property taxes  
38 in this state.

39 (3) *[Any amounts of special assessment] Moneys* collected pursuant to subsection (2) of this sec-  
40 tion *[shall be]* **are** deposited in the county treasury, paid over by the county treasurer to the State  
41 Treasury and credited to the *[Mobile Home Parks] Manufactured and Marina Communities* Ac-  
42 count *[to be used exclusively for carrying out ORS 446.380, 446.385, 446.392 and 446.543, implementing*  
43 *the policies described in ORS 446.515 and compensating the county for billing and collecting any spe-*  
44 *cial assessment under subsection (2) of this section].*

45 (4) The **Manufactured and Marina Communities Division of the** Housing and Community

1 Services Department shall pay to a county \$1.50 for each special assessment account that the county  
2 bills under subsection (2) of this section.

3 [(4)] (5) In lieu of the procedures under subsection (2) of this section, the [*Director of the Hous-*  
4 *ing and Community Services Department*] **division** may make a direct billing of the special assess-  
5 ment to the owners of manufactured dwellings and receive payment of the special assessment from  
6 those owners. [*In the event that under the billing procedures*] **If** any owner fails to make payment,  
7 the unpaid special assessment [*shall become*] **becomes** a lien against the manufactured dwelling and  
8 may be collected under contract or other agreement by a collection agency or may be collected  
9 under ORS 293.250, or the lien may be foreclosed by suit as provided under ORS chapter 88 or as  
10 provided under ORS 87.272 to 87.306. [*Upon collection*] **Moneys collected** under this subsection[, *the*  
11 *amounts of special assessment shall be*] **are** deposited in the State Treasury and [*shall be*] credited  
12 to the [*Mobile Home Parks*] **Manufactured and Marina Communities** Account [*to be used exclu-*  
13 *sively for carrying out ORS 446.380, 446.385, 446.392 and 446.543 and implementing the policies de-*  
14 *scribed in ORS 446.515*].

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

17  
18 **SECTION 11.** ORS 90.732, as amended by section 49 of this 2019 Act, is amended to read:

19 90.732. (1) Every landlord of a [*manufactured dwelling park*] **facility** shall register annually in  
20 writing with the Manufactured and Marina Communities Division of the Housing and Community  
21 Services Department. The division shall charge the landlord a registration fee of \$50 for [*parks*]  
22 **facilities** with more than 20 spaces and \$25 for [*parks*] **facilities** with 20 or fewer spaces. The  
23 landlord shall file a registration and pay a registration fee for each [*park*] **facility** owned or man-  
24 aged by the landlord. The registration shall consist of the following information:

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

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

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

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

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

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

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

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

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

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

42 90.734. (1) At least one person for each [*manufactured dwelling park*] **facility** who has authority  
43 to manage the premises of the [*park*] **facility** shall, every two years, complete four hours of contin-  
44 uing education relating to the management of [*manufactured dwelling parks*] **facilities**. The following  
45 apply for a person whose continuing education is required:

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

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

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

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

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

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

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

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

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

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

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

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

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

25 (D) The date of the class; and

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

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

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

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

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

37 90.736. (1) The Manufactured and Marina Communities Division of the Housing and Community  
38 Services Department may assess a civil penalty against a landlord or owner if the division finds that  
39 the landlord or owner has not complied with ORS 90.732 or 90.734. The civil penalty may not exceed  
40 \$1,000. The division shall assess the civil penalty according to the schedule of penalties developed  
41 by the department under ORS 90.738. In assessing a civil penalty under this section, the division  
42 shall take into consideration any good faith efforts by the landlord or owner to comply with ORS  
43 90.732 or 90.734.

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

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

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

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

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

13 446.525. (1) Except as provided in ORS 308.250 (2)(b), a special assessment is levied annually  
14 upon each manufactured dwelling **or floating home** that is assessed for ad valorem property tax  
15 purposes as personal property. The amount of the assessment is \$10.

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

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

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

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

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

40 **NOTE:** Sections 17 through 22 were deleted by amendment. Subsequent sections were not re-  
41 numbered.

42  
43 **SALE OF A FACILITY**

44  
45 **SECTION 23. ORS 90.805, 90.810, 90.815, 90.820 and 90.830 are repealed.**

1        **SECTION 24.** ORS 90.842 is amended to read:

2        90.842. (1) An owner of a [*manufactured dwelling park*] **facility** shall give written notice of the  
3 owner's interest in selling the [*park*] **facility** before the owner markets the [*park*] **facility** for sale  
4 or when the owner receives an offer to purchase that the owner intends to consider, whichever oc-  
5 curs first.

6        (2) The owner shall give the notice required by subsection (1) of this section to:

7        (a) All tenants of the [*park*] **facility**; or

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

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

14        (4) The notice must include the following:

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

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

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

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

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

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

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

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

30        90.844. (1) Within 10 days after delivery of the notice described in ORS 90.842, if the tenants  
31 choose to compete to purchase the [*manufactured dwelling park*] **facility** in which the tenants reside,  
32 the tenants must notify the owner in writing of:

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

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

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

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

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

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

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

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

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

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

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

10 (4) The owner may:

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

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

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

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

20 (C) A financial institution.

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

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

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

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

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

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

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

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

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

43 (c) If the tenants do not act as required within the time periods described in this section and  
44 ORS 90.842, if the tenants violate the confidentiality agreement described in this section or if the  
45 parties do not reach agreement on a purchase, the owner is not obligated to take additional action

1 under ORS 90.842 to 90.850.

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

3 90.846. (1) During the process described in ORS 90.842 to 90.850, the parties shall act in a  
4 commercially reasonable manner.

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

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

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

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

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

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

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

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

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

29 90.848. (1) With regard to a sale or transfer of a [*manufactured dwelling park*] **facility**, ORS  
30 90.842, 90.844 and 90.846 do not apply to:

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

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

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

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

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

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

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

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

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

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

3 (k) Any transfer to a charitable trust.

4 (2) As used in this section, “affiliate” means any shareholder of the selling or transferring cor-  
5 poration, any corporation or entity owned or controlled, directly or indirectly, by the selling or  
6 transferring corporation or any other corporation or entity owned or controlled, directly or indi-  
7 rectly, by any shareholder of the selling or transferring corporation.

8 **SECTION 28.** ORS 90.849 is amended to read:

9 90.849. In addition to providing notice as required by ORS 90.842, upon sale of a *[manufactured*  
10 *dwelling park]* **facility** under ORS 90.842 to 90.850 or upon any sale, transfer, exchange or other  
11 conveyance of a *[manufactured dwelling park]* **facility** described in ORS 90.848, the owner shall give  
12 notice of the conveyance to the *[Office of Manufactured Dwelling Park Community Relations]* **Man-**  
13 **ufactured and Marina Communities Division** stating:

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

18 **SECTION 29.** ORS 90.850 is amended to read:

19 90.850. (1) A *[manufactured dwelling park]* **facility** owner may present for recordation, in the  
20 County Clerk Lien Record of the county in which the *[manufactured dwelling park]* **facility** is lo-  
21 cated, an affidavit in which the owner certifies that:

- 22 (a) The owner has complied with the requirements of ORS 90.842, 90.844 and 90.846 with refer-  
23 ence to an offer by the owner for the sale or transfer of the *[park]* **facility**.
- 24 (b) The owner has complied with the requirements of ORS 90.842, 90.844 and 90.846 with refer-  
25 ence to an offer received by the owner for the purchase or transfer of the *[park]* **facility** or to a  
26 counteroffer the owner has made or intends to make.
- 27 (c) The owner has not entered into a contract for the sale or transfer of the *[park]* **facility** to  
28 an entity formed by or associated with the tenants.
- 29 (d) ORS 90.842, 90.844 and 90.846 do not apply to a particular sale or transfer of the *[park]* **fa-**  
30 **ility** pursuant to ORS 90.848.

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

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

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

40  
41 **FACILITY UTILITY BILLING METHODS**

42  
43 **SECTION 30.** ORS 90.532 is amended to read:

44 90.532. (1) Subject to the policies of the utility or service provider, *[a landlord may, except as*  
45 *provided in subsections (2) to (5) of this section,]* **a landlord may** provide for utilities or services to

1 tenants by one or more of the following billing methods:

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

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

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

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

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

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

10 (C) The landlord:

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

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

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

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

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

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

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

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

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

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

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

35 (4) Except as provided in ORS 90.543 (3), a landlord for a manufactured dwelling park containing  
36 200 or more spaces in the facility may not assess a tenant a utility or service charge for water by  
37 using the billing method described in subsection (1)(b)(C)(ii) of this section.

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

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

43 (6) To assess a tenant for a utility or service charge for any billing period using the billing  
44 method described in subsection (1)(b)(C)(ii) or (c) of this section, the landlord shall give the tenant  
45 a written notice, **including notice by electronic means if allowed for in the landlord's written**

1 **description of the billing method**, stating the amount of the utility or service charge that the  
 2 tenant is to pay the landlord and the due date for making the payment. The due date may not be  
 3 before the date of service of the notice. The amount of the charge is determined as described in ORS  
 4 90.534 or 90.536. *[If the rental agreement allows delivery of notice of a utility or service charge by*  
 5 *electronic means, for purposes of this subsection, “written notice” includes a communication that is*  
 6 *transmitted in a manner that is electronic, as defined in ORS 84.004.]* If the landlord includes in the  
 7 notice a statement of the rent due, the landlord shall separately and clearly state the amount of the  
 8 rent and the amount of the utility or service charge.

9 (7) A utility or service charge is not rent or a fee. Nonpayment of a utility or service charge  
 10 is not grounds for termination of a rental agreement for nonpayment of rent under ORS 90.394, but  
 11 is grounds for termination of a rental agreement for cause under ORS 90.630. A landlord may not  
 12 give a notice of termination of a rental agreement under ORS 90.630 for nonpayment of a utility or  
 13 service charge sooner than the eighth day, including the first day the utility or service charge is  
 14 due, after the landlord gives the tenant the written notice stating the amount of the utility or ser-  
 15 vice charge.

16 (8) The landlord is responsible for maintaining the utility or service system, including any sub-  
 17 meter, consistent with ORS 90.730. **The landlord shall ensure that any system does not interfere**  
 18 **with the tenant’s access to the dwelling or home. The landlord shall ensure that any system**  
 19 **is adequately insulated or located to prevent damage from freezing or weather.** After any in-  
 20 stallation or maintenance of the system on a tenant’s space, the landlord shall restore the space to  
 21 a condition that is the same as or better than the condition of the space before the installation or  
 22 maintenance.

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

- 25 (a) Public utility as defined in ORS 757.005;
- 26 (b) Municipal utility operating under ORS chapter 225;
- 27 (c) People’s utility district organized under ORS chapter 261;
- 28 (d) Cooperative organized under ORS chapter 62;
- 29 (e) Domestic water supply district organized under ORS chapter 264; or
- 30 (f) Water improvement district organized under ORS chapter 552.

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

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

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

38 90.534. (1) *[If a written rental agreement so provides,]* A landlord using the pro rata billing  
 39 method described in ORS 90.532 (1)(b)(C)(ii) may require a tenant to pay to the landlord a utility or  
 40 service charge that *[has been]* **was** billed by a utility or service provider to the landlord for a utility  
 41 or service, **including a public service charge, as defined in ORS 90.315 (1)**, provided directly to  
 42 the tenant’s space or to a common area available to the tenant as part of the tenancy. *[A landlord*  
 43 *may not unilaterally amend a rental agreement to convert utility and service billing from a method*  
 44 *described in ORS 90.532 (1)(b)(C)(i) to a method described in ORS 90.532 (1)(b)(C)(ii).]*

45 (2)(a) As used in this subsection, “occupied” means that a tenant resides in the dwelling or home

1 during each month for which the utility or service is billed.

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

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

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

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

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

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

17 (4) A landlord may not:

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

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

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

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

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

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

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

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

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

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

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

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

42 90.536. (1) If [a] **allowed by a written rental agreement or facility rules and regulations** [*so*  
43 *provides*], a landlord using the submeter billing method described in ORS 90.532 (1)(c) may require  
44 a tenant to pay to the landlord a utility or service charge, **including a public service charge, as**  
45 **defined in ORS 90.315 (1), that has been billed by a utility or service provider to the landlord for**

1 utility or service provided directly to the tenant's space as measured by a submeter.

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

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

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

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

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

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

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

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

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

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

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

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

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

29 90.537. (1) *[A landlord may unilaterally amend a rental agreement]* **Notwithstanding any pro-**  
30 **vision to the contrary in the rental agreement, a landlord may amend its facility policies** to  
31 convert a tenant's existing utility or service billing method from a method described in ORS 90.532  
32 (1)(b) to a submeter billing method described in ORS 90.532 (1)(c) **as provided in this section.**

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

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

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

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

45 **(a) At least 60 days prior to the installation of any submeter and at least 14 days after**

1 **delivering written notice of the meeting to the tenants, hold a meeting on or near the facility**  
 2 **explaining the submeter installation and the changes in the billing method to the tenants;**

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

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

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

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

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

14 [(2)] **(4)** A landlord must give notice as provided in ORS 90.725 before entering a tenant's space  
 15 to install or maintain a utility or service line or a submeter that measures the amount of a provided  
 16 utility or service.

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

28 [(4)] **(6)** A landlord that installs submeters [*pursuant to*] **under** this section may recover from a  
 29 tenant the cost of installing the submeters, including costs to improve or repair existing utility or  
 30 service system infrastructure necessitated by the installation of the submeters, only as follows:

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

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

44 [(5)] **(7)** A landlord that converts to a submeter billing method under this section from the rent  
 45 billing method described in ORS 90.532 (1)(b)(C)(i) may unilaterally, and at the same time as the

1 conversion to submeters, convert the billing for common areas to the pro rata billing method de-  
 2 scribed in ORS 90.532 (1)(b)(C)(ii) by including the change in the notice required by subsection (1)  
 3 of this section. If the landlord continues to use the rent billing method for common areas, the  
 4 landlord may offset against the rent reduction required by subsection [(3)] (5) of this section an  
 5 amount that reflects the cost of serving the common areas. If the utility or service provider cannot  
 6 provide an accurate cost for the service to the common areas, the landlord shall assume the cost  
 7 of serving the common areas to be 20 percent of the total cost billed. This offset is not available if  
 8 the landlord chooses to bill for the common areas using the pro rata method.

9 [(6)] (8) If storm water service and wastewater service are not measured by the submeter, a  
 10 landlord that installs submeters to measure water consumption under this section and converts to  
 11 a submeter billing method from the rent billing method described in ORS 90.532 (1)(b)(C)(i) may  
 12 continue to recover the cost of the storm water service or wastewater service in the rent or may  
 13 unilaterally, and at the same time as the conversion to submeters, convert the billing for the storm  
 14 water service or wastewater service to the pro rata billing method described in ORS 90.532  
 15 (1)(b)(C)(ii) by including the change in the notice required by subsection [(1)] (2) of this section. If  
 16 the landlord converts the billing for the storm water service or wastewater service to the pro rata  
 17 billing method, the landlord must reduce the rent to reflect that charge, as required by subsection  
 18 [(3)] (5) of this section.

19 [(7)] (9) [A rental agreement] **Facility rules and regulations** amended under this section shall  
 20 include language that fairly describes the provisions of this section.

21 [(8)] (10) If a landlord installs a submeter on an existing utility or service line to a space or  
 22 common area that is already served by that line, unless the installation causes a system upgrade,  
 23 a local government may not assess a system development charge as defined in ORS 223.299 as a  
 24 result of the installation.

25 **SECTION 34. The amendments to ORS 90.532, 90.534, 90.536 and 90.537 by sections 30 to**  
 26 **33 of this 2019 Act do not apply to billing methods adopted or for which a notice of conversion**  
 27 **of a billing method was given before the effective date of this 2019 Act.**

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

29 90.538. (1) A landlord shall, upon written request by the tenant, make available for inspection  
 30 by the tenant all utility billing records relating to a utility or service charge billed to the tenant  
 31 **by the landlord** during the preceding year. The landlord shall make the records available to the  
 32 tenant during normal business hours at an on-site manager's office or at a location agreed to by the  
 33 landlord and tenant. A tenant may not abuse the right to inspect utility or service charge records  
 34 or use the right to harass the landlord.

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

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

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

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

41 90.510. (1) Every landlord who rents a space for a manufactured dwelling or floating home shall  
 42 provide a written statement of policy to prospective and existing tenants. The purpose of the state-  
 43 ment of policy is to provide disclosure of the landlord's policies to prospective tenants and to ex-  
 44 isting tenants who have not previously received a statement of policy. The statement of policy is  
 45 not a part of the rental agreement. The statement of policy shall provide all of the following infor-

1 mation in summary form:

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

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

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

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

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

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

14 (g) The facility policy regarding facility sale.

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

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

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

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

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

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

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

30 (3) The landlord shall give:

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

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

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

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

43 (a) Mutual agreement of the parties;

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

- 1 (c) Those provisions required by changes in statute or ordinance.
- 2 (5) The agreement required by subsection (4) of this section must specify:
- 3 (a) The location and approximate size of the rented space;
- 4 (b) The federal fair-housing age classification;
- 5 (c) The rent per month;
- 6 (d) All personal property, services and facilities to be provided by the landlord;
- 7 (e) All security deposits, fees and installation charges imposed by the landlord;
- 8 (f) Any facility policy regarding the planting of trees on the rented space for a manufactured
- 9 dwelling;
- 10 (g) Improvements that the tenant may or must make to the rental space, including plant mate-
- 11 rials and landscaping;
- 12 (h) Provisions for dealing with improvements to the rental space at the termination of the
- 13 tenancy;
- 14 (i) Any conditions the landlord applies in approving a purchaser of a manufactured dwelling or
- 15 floating home as a tenant in the event the tenant elects to sell the home. Those conditions must be
- 16 in conformance with state and federal law and may include, but are not limited to, conditions as to
- 17 pets, number of occupants and screening or admission criteria;
- 18 (j) That the tenant may not sell the tenant's manufactured dwelling or floating home to a person
- 19 who intends to leave the manufactured dwelling or floating home on the rental space until the
- 20 landlord has accepted the person as a tenant;
- 21 (k) The term of the tenancy;
- 22 (L) The process by which the rental agreement or rules and regulations may be changed, which
- 23 shall identify that the rules and regulations may be changed with 60 days' notice unless tenants of
- 24 at least 51 percent of the eligible spaces file an objection within 30 days; and
- 25 (m) The process by which the landlord or tenant shall give notices.
- 26 (6) Every landlord who rents a space for a manufactured dwelling or floating home shall provide
- 27 rules and regulations concerning the tenant's use and occupancy of the premises. A violation of the
- 28 rules and regulations may be cause for termination of a rental agreement. However, this subsection
- 29 does not create a presumption that all rules and regulations are identical for all tenants at all times.
- 30 A rule or regulation shall be enforceable against the tenant only if:
- 31 (a) The rule or regulation:
- 32 (A) Promotes the convenience, safety or welfare of the tenants;
- 33 (B) Preserves the landlord's property from abusive use; or
- 34 (C) Makes a fair distribution of services and facilities held out for the general use of the ten-
- 35 ants.
- 36 (b) The rule or regulation:
- 37 (A) Is reasonably related to the purpose for which it is adopted and is reasonably applied;
- 38 (B) Is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct to
- 39 fairly inform the tenant of what the tenant shall do or may not do to comply; and
- 40 (C) Is not for the purpose of evading the obligations of the landlord.
- 41 (7)(a) A landlord who rents a space for a manufactured dwelling or floating home may adopt a
- 42 rule or regulation regarding occupancy guidelines. If adopted, an occupancy guideline in a facility
- 43 must be based on reasonable factors and not be more restrictive than limiting occupancy to two
- 44 people per bedroom.
- 45 (b) As used in this subsection:

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

2 (i) The size of the dwelling.

3 (ii) The size of the rented space.

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

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

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

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

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

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

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

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

21 90.725. (1) As used in this section:

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

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

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

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

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

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

33 (a) Inspect the space;

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

35 (c) Inspect or maintain trees;

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

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

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

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

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

45 (b) In case of an emergency, a landlord or landlord's agent may enter the rented space without

1 consent of the tenant, without notice to the tenant and at any time. If a landlord or landlord's agent  
2 makes an emergency entry in the tenant's absence, the landlord shall give the tenant actual notice  
3 within 24 hours after the entry, and the notice shall include the fact of the entry, the date and time  
4 of the entry, the nature of the emergency and the names of the persons who entered.

5 (c) If the tenant requests repairs or maintenance in writing, the landlord or landlord's agent,  
6 without further notice, may enter upon demand, in the tenant's absence or without consent of the  
7 tenant, for the purpose of making the requested repairs until the repairs are completed. The tenant's  
8 written request may specify allowable times. Otherwise, the entry must be at a reasonable time. The  
9 authorization to enter provided by the tenant's written request expires after seven days, unless the  
10 repairs are in progress and the landlord or landlord's agent is making a reasonable effort to com-  
11 plete the repairs in a timely manner. If the person entering to do the repairs is not the landlord,  
12 upon request of the tenant, the person must show the tenant written evidence from the landlord  
13 authorizing that person to act for the landlord in making the repairs.

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

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

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

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

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

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

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

39 (a) Pursuant to court order;

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

41 (c) As permitted under ORS 90.539; or

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

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

1 (7) If a landlord has a report from an arborist licensed as a landscape construction professional  
2 pursuant to ORS 671.560 and certified by the International Society of Arboriculture that a tree on  
3 the rented space is a hazard tree that must be maintained by the landlord as described in ORS  
4 90.727, the landlord is not liable for any damage or injury as a result of the hazard tree if the  
5 landlord is unable to gain entry after a good faith effort in compliance with this section.

6 (8) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to  
7 compel access or may terminate the rental agreement pursuant to ORS 90.630 (1) and take pos-  
8 session in the manner provided in ORS 105.105 to 105.168. In addition, the landlord may recover  
9 actual damages.

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

15  
16 **MISCELLANEOUS FACILITY PROVISIONS**

17  
18 **SECTION 37a. Section 38 of this 2019 Act is added to and made a part of ORS 90.505 to**  
19 **90.850.**

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

- 23 (a) **Moving another floating home to allow for repairs or improvements to the home;**  
24 (b) **Repairing an adjacent floating home; or**  
25 (c) **Dredging, repairing an adjacent dock or otherwise repairing or improving the marina.**

26 (2) **Before requiring the tenant to move, the landlord must give written notice specifying**  
27 **the reason for the move, describing the parties' rights and obligations under subsections (4)**  
28 **to (6) of this section, the allowable dates for the move and the maximum duration of the**  
29 **move.**

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

31 (a) **No less than 48 hours before the move if necessary to prevent the imminent and se-**  
32 **rious risk of harm to persons or property; or**

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

34 (4) **The landlord must move the floating home to another space in the marina that allows**  
35 **the tenant to continue to occupy the home.**

36 (5) **A landlord must pay:**

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

38 (b) **The costs to move the floating home;**

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

40 (d) **Actual damages based on a decrease in value or quality of the temporary location,**  
41 **assessed only after 30 days following the date of the move;**

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

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

45 (6) **A landlord is required to make any payments due to the tenant under subsection (5)**

1 **of this section within 30 days from the date the cost is incurred.**

2 **(7) A tenant is not entitled to any additional compensation or reduction in rent under**  
3 **this subsection (5) of this section, including any damages based on the loss of value of the**  
4 **temporary location that lasts less than 30 days.**

5 **(8) If a tenant prohibits the landlord from moving the floating home under this section,**  
6 **a landlord may give notice to terminate the tenancy under ORS 90.630.**

7 **(9) If a landlord fails to comply with a provision of this section, a tenant is entitled to**  
8 **damages of one month's rent or twice the tenant's actual damages, whichever is greater.**

9 **SECTION 39.** ORS 90.632 is amended to read:

10 90.632. (1) A landlord may terminate a month-to-month or fixed term rental agreement and re-  
11 quire the tenant to remove a manufactured dwelling or floating home from a facility, due to the  
12 physical condition of the exterior of the manufactured dwelling or floating home, only by complying  
13 with this section and ORS 105.105 to 105.168. A termination shall include removal of the dwelling  
14 or home.

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

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

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

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

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

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

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

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

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

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

1 written notice specifying the violation and the date of termination of the tenancy.

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

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

12 (a) An additional 60 days if:

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

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

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

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

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

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

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

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

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

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

43 90.727. (1) As used in this section:

44 (a) "Maintaining a tree" means removing or trimming a tree for the purpose of eliminating fea-  
45 tures of the tree that cause the tree to be hazardous, or that may cause the tree to become haz-

1 arduous in the near future.

2 (b) "Removing a tree" includes:

3 (A) Felling and removing the tree; and

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

5 (2) The landlord or tenant that is responsible for maintaining a tree must engage a landscape  
6 construction professional with a valid license issued pursuant to ORS 671.560 to maintain any tree  
7 with a DBH of eight inches or more.

8 (3) A landlord:

9 (a) Shall maintain a tree that is a hazard tree, that was not planted by the current tenant, on  
10 a rented space in a manufactured dwelling park if the landlord knows or should know that the tree  
11 is a hazard tree.

12 (b) May maintain a tree on the rented space to prevent the tree from becoming a hazard tree,  
13 after providing the tenant with reasonable written notice and a reasonable opportunity to maintain  
14 the tree.

15 (c) Has discretion to decide whether the appropriate maintenance is removal or trimming of the  
16 hazard tree.

17 (d) Is not responsible for maintaining a tree that is not a hazard tree or for maintaining any tree  
18 for aesthetic purposes.

19 (4) [A landlord shall comply] **In addition to complying** with ORS 90.725, before entering a  
20 tenant's space to inspect or maintain a tree, **the landlord must provide the tenant with reason-**  
21 **able notice and, except as necessary to avoid an imminent and serious harm to persons or**  
22 **property, a reasonable opportunity for the tenant to maintain the tree. The notice must**  
23 **specify any trees that the landlord intends to remove.**

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

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

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

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

38 **SECTION 40a. Section 41 of this 2019 Act is added to and made a part of ORS 90.505 to**  
39 **90.850.**

40 **SECTION 41. (1) Except as provided under subsection (2) of this section, upon a request**  
41 **from a marina tenant delivered to a landlord within the contact period described in ORS**  
42 **90.675 (6), the landlord shall offer the tenant a written storage agreement.**

43 **(2) A tenant is not eligible to enter into a storage agreement if the tenancy was termi-**  
44 **nated under ORS 90.380, 90.394, 90.630 or 90.632.**

45 **(3) The parties must enter into a written and signed storage agreement within 60 days**

1 after the landlord offers a storage agreement.

2 (4) A storage agreement under this section may:

3 (a) Not entitle anyone to occupy the floating home;

4 (b) Not terminate without cause in a period less than 12 months from commencement;

5 (c) Not authorize the landlord to sell the floating home until the agreement has termi-  
6 nated;

7 (d) Require that the tenant make timely periodic payments of all storage charges, ac-  
8 cruing from the commencement of the 45-day period described in ORS 90.675 (6), including  
9 utility or service charges, as described in ORS 90.532, for electricity, water, sewer service  
10 and natural gas and if incidental to the storage of personal property;

11 (e) Require that the tenant pay a late charge for failure to pay a storage charge timely  
12 that is no greater than for late charges imposed on marina tenants;

13 (f) Require that the tenant maintain the personal property and the space on which the  
14 personal property is stored in a manner consistent with the rights and obligations described  
15 in the rental agreement that the landlord currently provides to tenants as required by ORS  
16 90.510 (4); and

17 (g) Require the tenant to repair any existing defects in the physical condition of the  
18 floating home, if the defects and necessary repairs are reasonably described in the storage  
19 agreement and, for homes that were first placed on the space within the previous 24 months,  
20 the repairs are reasonably consistent with marina standards in effect at the time of place-  
21 ment.

22 (5)(a) If a tenant fails to repair existing defects described in the storage agreement  
23 within 90 days after commencing the agreement, the landlord may terminate the agreement  
24 by giving the tenant at least 14 days' written notice stating facts sufficient to notify the  
25 tenant of the reason for termination.

26 (b) Except as allowed by paragraph (a) of this subsection, if the tenant violates the  
27 storage agreement, the landlord may terminate the agreement by giving at least 90 days'  
28 written notice to the tenant stating facts sufficient to notify the tenant of the reason for the  
29 termination.

30 (c) After a landlord gives a termination notice pursuant to paragraph (b) of this sub-  
31 section for nonpayment of a storage charge, if the tenant again violates the agreement by  
32 failing to pay a subsequent storage charge, the landlord may terminate the agreement by  
33 giving at least 30 days' written notice to the tenant stating facts sufficient to notify the  
34 tenant of the reason for termination.

35 (d) Unless a tenant cures the reason given in the termination notice within the notice  
36 period described under paragraphs (a) to (c) of this subsection, the storage agreement ter-  
37 minates without further notice to the tenant.

38 (e) A tenant may terminate a storage agreement at any time upon at least 14 days'  
39 written notice to the landlord.

40 (6) Upon the failure of a tenant to timely request or enter into a storage agreement un-  
41 der this section, or upon the termination of the agreement, unless the parties otherwise  
42 agree, the landlord may sell or dispose of the floating home without further notice to the  
43 tenant. However, a landlord must first offer a separate storage agreement to eligible  
44 lienholders under ORS 90.675 (20).

45 (7) During the term of a storage agreement, a landlord may increase the storage charge

1 **if:**

2 (a) **The increase is part of a rent increase for all marina tenants;**

3 (b) **The increase is no greater than the increase for other tenants; and**

4 (c) **The landlord gives the tenant written notice consistent with the requirements of ORS**  
5 **90.600 (1).**

6 (8) **The landlord has a lien on the floating home for charges under this section. Subject**  
7 **to the lien and any applicable requirements of ORS 90.680, a tenant may remove or sell the**  
8 **floating home during or following the term of the storage agreement.**

9 **SECTION 42.** ORS 90.675 is amended to read:

10 90.675. (1) As used in this section:

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

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

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

21 (d) "Of record" means:

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

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

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

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

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

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

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

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

- 1 (a) Personally delivered to the tenant; or  
2 (b) Sent by first class mail addressed and mailed to the tenant at:  
3 (A) The premises;  
4 (B) Any post-office box held by the tenant and actually known to the landlord; and  
5 (C) The most recent forwarding address if provided by the tenant or actually known to the  
6 landlord.
- 7 (4)(a) A landlord shall also give a copy of the notice described in subsection (3) of this section  
8 to:  
9 (A) Any lienholder of the personal property;  
10 (B) The tax collector of the county where the personal property is located; and  
11 (C) The assessor of the county where the personal property is located.
- 12 (b) The landlord shall give the notice copy required by this subsection by personal delivery or  
13 first class mail, except that for any lienholder, mail service must be both by first class mail and by  
14 certified mail with return receipt requested.
- 15 (c) A notice to lienholders under paragraph (a)(A) of this subsection must be sent to each  
16 lienholder at each address:  
17 (A) Actually known to the landlord;  
18 (B) Of record; and  
19 (C) Provided to the landlord by the lienholder in a written notice that identifies the personal  
20 property subject to the lien and that was sent to the landlord by certified mail with return receipt  
21 requested within the preceding five years. The notice must identify the personal property by de-  
22 scribing the physical address of the property.
- 23 (5) The notice required under subsection (3) of this section must state that:  
24 (a) The personal property left upon the premises is considered abandoned;  
25 (b) The tenant or any lienholder must contact the landlord by a specified date, as provided in  
26 subsection (6) of this section, to arrange for the removal of the abandoned personal property;  
27 (c) The personal property is stored on the rented space;  
28 (d) The tenant or any lienholder, except as provided by subsection (19) of this section, may ar-  
29 range for removal of the personal property by contacting the landlord at a described telephone  
30 number or address on or before the specified date;  
31 (e) The landlord shall make the personal property available for removal by the tenant or any  
32 lienholder, except as provided by subsection (19) of this section, by appointment at reasonable times;  
33 (f) If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b)  
34 of this section, the landlord may require payment of storage charges, as provided by subsection (7)(b)  
35 of this section, prior to releasing the personal property to the tenant or any lienholder;  
36 (g) If the personal property is considered to be abandoned pursuant to subsection (2)(c) of this  
37 section, the landlord may not require payment of storage charges prior to releasing the personal  
38 property;  
39 (h) If the tenant or any lienholder fails to contact the landlord by the specified date or fails to  
40 remove the personal property within 30 days after that contact, the landlord may sell or dispose of  
41 the personal property. If the landlord reasonably believes the county assessor will determine that  
42 the current market value of the personal property is \$8,000 or less, and the landlord intends to  
43 dispose of the property if the property is not claimed, the notice shall state that belief and intent;  
44 and  
45 (i) If applicable, there is a lienholder that has a right to claim the personal property, except as

1 provided by subsection (19) of this section.

2 (6) For purposes of subsection (5) of this section, the specified date by which a tenant or  
3 lienholder must contact a landlord to arrange for the disposition of abandoned personal property  
4 must be not less than 45 days after personal delivery or mailing of the notice.

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

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

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

10 (8) If a tenant or lienholder, upon the receipt of the notice provided by subsection (3) or (4) of  
11 this section or otherwise, responds by actual notice to the landlord on or before the specified date  
12 in the landlord's notice that the tenant or lienholder intends to remove the personal property from  
13 the premises, the landlord must make that personal property available for removal by the tenant or  
14 lienholder by appointment at reasonable times during the 30 days following the date of the response,  
15 subject to subsection (19) of this section. If the personal property is considered to be abandoned  
16 pursuant to subsection (2)(a) or (b) of this section, but not pursuant to subsection (2)(c) of this sec-  
17 tion, the landlord may require payment of storage charges, as provided in subsection (7)(b) of this  
18 section, prior to allowing the tenant or lienholder to remove the personal property. Acceptance by  
19 a landlord of such payment does not operate to create or reinstate a tenancy or create a waiver  
20 pursuant to ORS 90.412 or 90.417.

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

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

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

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

34 (B) The landlord shall:

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

37 (I) That the personal property is abandoned;

38 (II) The tenant's name;

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

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

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

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

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

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

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

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

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

17 (b) If there is no buyer at a sale described under paragraph (a) of this subsection, the personal  
18 property is considered to be worth \$8,000 or less, regardless of current market value, and the land-  
19 lord shall destroy or otherwise dispose of the personal property.

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

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

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

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

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

29 (B) Unpaid rent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45 (C) An affidavit or declaration from the buyer that states the buyer's intent to occupy the

1 property in the facility in which the property is located.

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

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

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

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

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

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

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

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

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

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

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

31 (20)(a) Except as provided by subsection (21)(d) and (e) of this section, if a lienholder makes a  
32 timely response to a notice of abandoned personal property pursuant to subsections (6) and (8) of  
33 this section and so requests, a landlord shall enter into a written storage agreement with the  
34 lienholder providing that the personal property may not be sold or disposed of by the landlord for  
35 up to 12 months. A storage agreement entitles the lienholder to store the personal property on the  
36 previously rented space during the term of the agreement, but does not entitle anyone to occupy the  
37 personal property.

38 (b) The lienholder's right to a storage agreement arises upon the failure of the tenant or, in the  
39 case of a deceased tenant, the personal representative, designated person, heir or devisee to remove  
40 or sell the dwelling or home within the allotted time.

41 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting  
42 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder  
43 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of  
44 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement  
45 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord

1 may include a copy of the proposed storage agreement with the notice of abandoned property re-  
2 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a  
3 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy  
4 to the landlord within the 60-day period. **If a tenant is eligible to enter into a storage agreement**  
5 **under section 41 of this 2019 Act, a proposed storage agreement under this subsection must**  
6 **state that the agreement is conditional upon the tenant not timely electing to enter into a**  
7 **storage agreement.**

8 (d) The storage agreement may require, in addition to other provisions agreed to by the landlord  
9 and the lienholder, that:

10 (A) The lienholder make timely periodic payment of all storage charges, as described in sub-  
11 section (7)(b) of this section, accruing from the commencement of the 45-day period described in  
12 subsection (6) of this section. A storage charge may include a utility or service charge, as described  
13 in ORS 90.532, if limited to charges for electricity, water, sewer service and natural gas and if in-  
14cidental to the storage of personal property. A storage charge may not be due more frequently than  
15 monthly;

16 (B) The lienholder pay a late charge or fee for failure to pay a storage charge by the date re-  
17 quired in the agreement, if the amount of the late charge is no greater than for late charges imposed  
18 on facility tenants;

19 (C) The lienholder maintain the personal property and the space on which the personal property  
20 is stored in a manner consistent with the rights and obligations described in the rental agreement  
21 that the landlord currently provides to tenants as required by ORS 90.510 (4); and

22 (D) The lienholder repair any defects in the physical condition of the personal property that  
23 existed prior to the lienholder entering into the storage agreement, if the defects and necessary re-  
24 pairs are reasonably described in the storage agreement and, for homes that were first placed on  
25 the space within the previous 24 months, the repairs are reasonably consistent with facility stan-  
26dards in effect at the time of placement. The lienholder shall have 90 days after entering into the  
27 storage agreement to make the repairs. Failure to make the repairs within the allotted time consti-  
28tutes a violation of the storage agreement and the landlord may terminate the agreement by giving  
29 at least 14 days' written notice to the lienholder stating facts sufficient to notify the lienholder of  
30 the reason for termination. Unless the lienholder corrects the violation within the notice period, the  
31 agreement terminates as provided and the landlord may sell or dispose of the property without fur-  
32ther notice to the lienholder.

33 (e) Notwithstanding subsection (7)(b) of this section, a landlord may increase the storage charge  
34 if the increase is part of a facility-wide rent increase for all facility tenants, the increase is no  
35 greater than the increase for other tenants and the landlord gives the lienholder written notice  
36 consistent with the requirements of ORS 90.600 (1).

37 (f) During the term of an agreement described under this subsection, the lienholder has the right  
38 to remove or sell the property, subject to the provisions of the lien. Selling the property includes a  
39 sale to a purchaser who wishes to leave the property on the rented space and become a tenant,  
40 subject to the provisions of ORS 90.680. The landlord may condition approval for occupancy of any  
41 purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

42 (g)(A) Except as provided in paragraph (d)(D) of this subsection, if the lienholder violates the  
43 storage agreement, the landlord may terminate the agreement by giving at least 90 days' written  
44 notice to the lienholder stating facts sufficient to notify the lienholder of the reason for the termi-  
45 nation. Unless the lienholder corrects the violation within the notice period, the agreement termi-

1 nates as provided and the landlord may sell or dispose of the property without further notice to the  
2 lienholder.

3 (B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph  
4 for failure of the lienholder to pay a storage charge and the lienholder corrects the violation, if the  
5 lienholder again violates the storage agreement by failing to pay a subsequent storage charge, the  
6 landlord may terminate the agreement by giving at least 30 days' written notice to the lienholder  
7 stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder  
8 corrects the violation within the notice period, the agreement terminates as provided and the land-  
9 lord may sell or dispose of the property without further notice to the lienholder.

10 (C) A lienholder may terminate a storage agreement at any time upon at least 14 days' written  
11 notice to the landlord and may remove the property from the facility if the lienholder has paid all  
12 storage charges and other charges as provided in the agreement.

13 (h) Upon the failure of a lienholder to enter into a storage agreement as provided by this sub-  
14 section or upon termination of an agreement, unless the parties otherwise agree or the lienholder  
15 has sold or removed the property, the landlord may sell or dispose of the property pursuant to this  
16 section without further notice to the lienholder.

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 to the  
20 abandoned personal property shall apply to any personal representative named in a will or appointed  
21 by a court to act for the deceased tenant or any person designated in writing by the tenant to be  
22 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  
34 be sold or disposed of by the landlord for up to 90 days or until conclusion of any probate pro-  
35 ceedings, whichever is later. A storage agreement entitles the representative or person to store the  
36 personal property on the previously rented space during the term of the agreement, but does not  
37 entitle anyone to occupy the personal property. If such an agreement is entered, the landlord may  
38 not enter a similar agreement with a lienholder pursuant to subsection (20) of this section until the  
39 agreement with the personal representative or designated person ends.

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

43 (f) During the term of an agreement described under paragraph (d) of this subsection, the rep-  
44 resentative or person has the right to remove or sell the property, including a sale to a purchaser  
45 or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave the property

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

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

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  
12 representative or person has sold or removed the property, the landlord may sell or dispose of the  
13 property 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, personal  
37 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

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  
9 **CONFORMING AMENDMENTS**

10  
11 **SECTION 43.** ORS 90.643 is amended to read:

12 90.643. (1) A manufactured dwelling park may be converted to a planned community subdivision  
13 of manufactured dwellings pursuant to ORS 92.830 to 92.845. When a manufactured dwelling park is  
14 converted pursuant to ORS 92.830 to 92.845:

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

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

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

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

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

29 (b) If the landlord and the tenant continue the tenancy on the lot created in the planned com-  
30 munity subdivision, the tenancy is governed by ORS 90.100 to 90.465, except that the following pro-  
31 visions apply and, in the case of a conflict, control:

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

38 (B) ORS 90.530 applies regarding pets.

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

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

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

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

1 days before termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34 (b) The [*Office of Manufactured Dwelling Park Community Relations*] **Manufactured and Marina**  
35 **Communities Division** of the Housing and Community Services Department shall establish by rule  
36 a process to annually recalculate the amounts described in paragraph (a) of this subsection to reflect  
37 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.

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 45.** ORS 90.645, as amended by section 2a, chapter 906, Oregon Laws 2007, and sec-  
41 tion 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*] **Manufactured and Marina**  
10 **Communities Division** of the Housing and Community Services Department shall establish by rule  
11 a process to annually recalculate the amounts described in paragraph (a) of this subsection to reflect  
12 inflation.

13 (2) Notwithstanding subsection (1) of this section, if a landlord closes a manufactured dwelling  
14 park under this section as a result of converting the park to a subdivision under ORS 92.830 to  
15 92.845, the landlord:

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

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

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

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

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

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

25 (b) Designate the date of closure; and

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

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

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

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

38 (b) If the manufactured dwelling is abandoned:

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

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

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

45 (b) A landlord may charge a tenant for rent for any period during which the tenant occupies the

1 space and may deduct from the payment amount required by subsection (1) of this section any un-  
2 paid moneys owed by the tenant to the landlord.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 90.655. (1) A landlord that gives a notice of termination under ORS 90.645 shall, at the same  
2 time, send one copy of the notice to the [*Office of Manufactured Dwelling Park Community*  
3 *Relations*] **Manufactured and Marina Communities Division** by first class mail. The landlord  
4 shall, at the same time, send a copy of the notice, both by first class mail and by certified mail with  
5 return receipt requested, for each affected manufactured dwelling, to any person:

6 (a) That is not a tenant; and

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

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

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

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

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

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

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

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

24 (b) The name of the park.

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

27 (d) A telephone number of the park.

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

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

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

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

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

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

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

1 continuing education is required:

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

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

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

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

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

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

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

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

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

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

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

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

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

25 (D) The date of the class; and

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

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

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

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

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

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

44 (2) **The division shall deposit the payment of** a civil penalty assessed under this section [shall  
45 be deposited] in the [Mobile Home Parks Account and continuously appropriated to the department for

1 use in carrying out the policies described in ORS 446.515] **Manufactured and Marina Communities**

2 **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 [department] **division** may file the  
5 order with the county clerk of the county where the manufactured dwelling park of the landlord or  
6 owner is located as a lien against the park. In addition to any other available remedy, recording the  
7 order in the County Clerk Lien Record has the effect provided for in ORS 205.125 and 205.126 and  
8 the order may be enforced as provided in ORS 205.125 and 205.126.

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

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

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

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

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

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

23 (3) The department may disclose:

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

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

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

34 **SECTION 53.** ORS 92.840 is amended to read:

35 92.840. (1) Notwithstanding the provisions of ORS 92.016 (1), prior to the approval of a tentative  
36 plan, the declarant may negotiate to sell a lot for which approval is required under ORS 92.830 to  
37 92.845.

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

40 (a) Terminates 60 days after receipt of the offer by the tenant or upon written rejection of the  
41 offer, whichever occurs first; and

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

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

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

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

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

14 (7) The declarant may begin improvements or rehabilitation to the common property as defined  
15 in the declaration during the period described in the landlord's notice of termination under ORS  
16 90.645.

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

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

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

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

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

33 **SECTION 54.** ORS 446.003 is amended to read:

34 446.003. As used in ORS 446.003 to 446.200, [*and*] 446.225 to 446.285 **and 446.515 to 446.547**, and  
35 for the purposes of ORS chapters 195, 196, 197, 215 and 227, the following definitions apply, unless  
36 the context requires otherwise[,] or [*unless*] administration and enforcement by the State of Oregon  
37 under the existing or revised National Manufactured Housing Construction and Safety Standards  
38 Act would be adversely affected, and except as provided in ORS 446.265:

39 (1) "Accessory building or structure" means any portable, demountable or permanent structure  
40 established for use of the occupant of the manufactured structure and as further defined by rule by  
41 the Director of the Department of Consumer and Business Services.

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

45 (b) "Alteration" does not include:

1 (A) Minor repairs with approved component parts;

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

3 (C) Adjustment and maintenance of equipment; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34 [(16)] (17) "Insignia of compliance" means:

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

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

38 [(17)] (18) "Inspecting authority" or "inspector" means the Director of the Department of Con-  
39 sumer and Business Services or representatives as appointed or authorized to administer and enforce  
40 provisions of ORS 446.111, 446.160, 446.176, 446.225 to 446.285, 446.310 to 446.350, 446.990 and this  
41 section.

42 [(18)] (19) "Installation" in relation to:

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

45 (b) Siting means the manufactured structure and cabana foundation support and tiedown, the

1 structural, fire and life safety, electrical, plumbing and mechanical equipment and material con-  
 2 nections and the installation of skirting and temporary steps.

3 [(19)] (20) “Installer” means any individual licensed by the director to install, set up, connect,  
 4 hook up, block, tie down, secure, support, install temporary steps for, install skirting for or make  
 5 electrical, plumbing or mechanical connections to manufactured dwellings or cabanas or who pro-  
 6 vides consultation or supervision for any of these activities, except architects registered under ORS  
 7 671.010 to 671.220 or engineers registered under ORS 672.002 to 672.325.

8 [(20)] (21) “Listed” means equipment or materials included in a list, published by an organization  
 9 concerned with product evaluation acceptable to the department that maintains periodic inspection  
 10 of production of listed equipment or materials, and whose listing states either that the equipment  
 11 or materials meets appropriate standards or has been tested and found suitable in a specified man-  
 12 ner.

13 [(21)] (22) “Lot” means any space, area or tract of land, or portion of a manufactured dwelling  
 14 park, mobile home park or recreation park that is designated or used for occupancy by one manu-  
 15 factured structure.

16 [(22)(a)] (23)(a) “Manufactured dwelling” means a residential trailer, mobile home or manufac-  
 17 tured home.

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

22 [(23)] (24) “Manufactured dwelling park” [means] **includes** any place where four or more manu-  
 23 factured dwellings are located within 500 feet of one another on a lot, tract or parcel of land under  
 24 the same ownership, the primary purpose of which is to rent or lease space or keep space for rent  
 25 or lease to any person for a charge or fee paid or to be paid for the rental or lease or use of facil-  
 26 ities or to offer space free in connection with securing the trade or patronage of such person[.  
 27 “Manufactured dwelling park”] **but** does not include a lot or lots located within a subdivision being  
 28 rented or leased for occupancy by no more than one manufactured dwelling per lot if the subdivision  
 29 was approved by the local government unit having jurisdiction under an ordinance adopted pursuant  
 30 to ORS 92.010 to 92.192.

31 [(24)(a)] (25) “Manufactured home[.]” [except as provided in paragraph (b) of this subsection,  
 32 means] **includes:**

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

37 (b) For purposes of implementing any contract pertaining to manufactured homes between the  
 38 department and the federal government, [“manufactured home” has] the meaning given the term in  
 39 the contract.

40 [(25)(a)] (26) “Manufactured structure” [means] **includes** a recreational vehicle, manufactured  
 41 dwelling or recreational structure[.]

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

44 [(26)] (27) “Manufacturer” means any person engaged in manufacturing, building, rebuilding, al-  
 45 tering, converting or assembling manufactured structures or equipment.



