

## SENATE AMENDMENTS TO SENATE BILL 586

By COMMITTEE ON HOUSING

April 12

- 1 On page 1 of the printed bill, line 3, delete “90.545,”.
- 2 In line 4, delete “90.840,”.
- 3 Delete lines 5 through 8 and insert “446.515, 446.525, 446.533 and 446.543; and repealing ORS
- 4 90.805, 90.810, 90.815, 90.820 and 90.830.”.
- 5 On page 3, delete lines 2 through 45.
- 6 On page 4, delete lines 1 through 6 and insert:
- 7 “**NOTE:** Sections 5 through 8 were deleted by amendment. Subsequent sections were not re-
- 8 numbered.”.
- 9 On page 7, delete lines 42 through 45.
- 10 On page 8, delete lines 1 through 34 and insert:
- 11 “**NOTE:** Sections 17 through 22 were deleted by amendment. Subsequent sections were not re-
- 12 numbered.”.
- 13 On page 23, line 16, delete “to allow for entrance into or exit from the marina or”.
- 14 In line 21, after the comma insert “describing the parties’ rights and obligations under sub-
- 15 sections (4) to (6) of this section,”.
- 16 In line 25, delete “substantial”.
- 17 Delete lines 27 through 30 and insert:
- 18 “(4) The landlord must move the floating home to another space in the marina that allows the
- 19 tenant to continue to occupy the home.”.
- 20 Delete lines 35 and 36 and insert:
- 21 “(d) Actual damages based on a decrease in value or quality of the temporary location, assessed
- 22 only after 30 days following the date of the move;”.
- 23 In line 42, after “under” insert “subsection (5) of”.
- 24 On page 24, line 1, delete “notices or” and insert “notice to”.
- 25 In line 3, before the period insert “, whichever is greater”.
- 26 On page 25, delete lines 37 through 45 and delete pages 26 through 36.
- 27 On page 37, delete lines 1 through 4 and insert:
- 28 “**SECTION 40.** ORS 90.727 is amended to read:
- 29 “90.727. (1) As used in this section:
- 30 “(a) ‘Maintaining a tree’ means removing or trimming a tree for the purpose of eliminating fea-
- 31 tures of the tree that cause the tree to be hazardous, or that may cause the tree to become haz-
- 32 ardous in the near future.
- 33 “(b) ‘Removing a tree’ includes:
- 34 “(A) Felling and removing the tree; and
- 35 “(B) Grinding or removing the stump of the tree.

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

4 “(3) A landlord:

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

8 “(b) May maintain a tree on the rented space to prevent the tree from becoming a hazard tree,  
9 after providing the tenant with reasonable written notice and a reasonable opportunity to maintain  
10 the tree.

11 “(c) Has discretion to decide whether the appropriate maintenance is removal or trimming of the  
12 hazard tree.

13 “(d) Is not responsible for maintaining a tree that is not a hazard tree or for maintaining any  
14 tree for aesthetic purposes.

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

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

26 “(a) Require the landlord to maintain a tree that is the landlord’s responsibility under subsection  
27 (3) of this section; or

28 “(b) Maintain the tree at the tenant’s expense, after providing the landlord with reasonable  
29 written notice of the proposed maintenance and a copy of the arborist’s report.

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

34 “**SECTION 40a. Section 41 of this 2019 Act is added to and made a part of ORS 90.505 to  
35 90.850.**

36 “**SECTION 41. (1) Except as provided under subsection (2) of this section, upon a request  
37 from a marina tenant delivered to a landlord within the contact period described in ORS  
38 90.675 (6), the landlord shall offer the tenant a written storage agreement.**

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

41 “(3) The parties must enter into a written and signed storage agreement within 60 days  
42 after the landlord offers a storage agreement.

43 “(4) A storage agreement under this section may:

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

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

1       “(c) Not authorize the landlord to sell the floating home until the agreement has termi-  
2 nated;

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

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

9       “(f) Require that the tenant maintain the personal property and the space on which the  
10 personal property is stored in a manner consistent with the rights and obligations described  
11 in the rental agreement that the landlord currently provides to tenants as required by ORS  
12 90.510 (4); and

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

18       “(5)(a) If a tenant fails to repair existing defects described in the storage agreement  
19 within 90 days after commencing the agreement, the landlord may terminate the agreement  
20 by giving the tenant at least 14 days’ written notice stating facts sufficient to notify the  
21 tenant of the reason for termination.

22       “(b) Except as allowed by paragraph (a) of this subsection, if the tenant violates the  
23 storage agreement, the landlord may terminate the agreement by giving at least 90 days’  
24 written notice to the tenant stating facts sufficient to notify the tenant of the reason for the  
25 termination.

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

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

34       “(e) A tenant may terminate a storage agreement at any time upon at least 14 days’  
35 written notice to the landlord.

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

41       “(7) During the term of a storage agreement, a landlord may increase the storage charge  
42 if:

43       “(a) The increase is part of a rent increase for all marina tenants;

44       “(b) The increase is no greater than the increase for other tenants; and

45       “(c) The landlord gives the tenant written notice consistent with the requirements of

1 **ORS 90.600 (1).**

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

5 **“SECTION 42.** ORS 90.675 is amended to read:

6 “90.675. (1) As used in this section:

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

11 “(b) ‘Dispose of the personal property’ means that, if reasonably appropriate, the landlord may  
12 throw away the property or may give it without consideration to a nonprofit organization or to a  
13 person unrelated to the landlord. The landlord may not retain the property for personal use or  
14 benefit.

15 “(c) ‘Lienholder’ means any lienholder of abandoned personal property, if the lien is of record  
16 or the lienholder is actually known to the landlord.

17 “(d) ‘Of record’ means:

18 “(A) For a manufactured dwelling, that a security interest has been properly recorded in the  
19 records of the Department of Consumer and Business Services pursuant to ORS 446.611 or on a  
20 certificate of title issued by the Department of Transportation prior to May 1, 2005.

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

24 “(e) ‘Personal property’ means only a manufactured dwelling or floating home located in a fa-  
25 cility and subject to ORS 90.505 to 90.850. ‘Personal property’ does not include goods left inside a  
26 manufactured dwelling or floating home or left upon a rented space and subject to disposition under  
27 ORS 90.425.

28 “(2) A landlord is responsible for abandoned personal property and shall store, sell or dispose  
29 of abandoned personal property as provided by this section. This section governs the rights and  
30 obligations of landlords, tenants and any lienholders in any personal property abandoned or left  
31 upon the premises by the tenant or any lienholder in the following circumstances:

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

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

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

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

42 “(a) Personally delivered to the tenant; or

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

44 “(A) The premises;

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

1 “(C) The most recent forwarding address if provided by the tenant or actually known to the  
2 landlord.

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

5 “(A) Any lienholder of the personal property;

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

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

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

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

13 “(A) Actually known to the landlord;

14 “(B) Of record; and

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

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

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

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

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

24 “(d) The tenant or any lienholder, except as provided by subsection (19) of this section, may  
25 arrange for removal of the personal property by contacting the landlord at a described telephone  
26 number or address on or before the specified date;

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

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

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

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

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

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

1           “(7) After notifying the tenant as required by subsection (3) of this section, the landlord:  
2           “(a) Shall store the abandoned personal property of the tenant on the rented space and shall  
3 exercise reasonable care for the personal property; and  
4           “(b) Is entitled to reasonable or actual storage charges and costs incidental to storage or dis-  
5 posal. The storage charge may be no greater than the monthly space rent last payable by the tenant.  
6           “(8) If a tenant or lienholder, upon the receipt of the notice provided by subsection (3) or (4)  
7 of this section or otherwise, responds by actual notice to the landlord on or before the specified date  
8 in the landlord’s notice that the tenant or lienholder intends to remove the personal property from  
9 the premises, the landlord must make that personal property available for removal by the tenant or  
10 lienholder by appointment at reasonable times during the 30 days following the date of the response,  
11 subject to subsection (19) of this section. If the personal property is considered to be abandoned  
12 pursuant to subsection (2)(a) or (b) of this section, but not pursuant to subsection (2)(c) of this sec-  
13 tion, the landlord may require payment of storage charges, as provided in subsection (7)(b) of this  
14 section, prior to allowing the tenant or lienholder to remove the personal property. Acceptance by  
15 a landlord of such payment does not operate to create or reinstate a tenancy or create a waiver  
16 pursuant to ORS 90.412 or 90.417.  
17           “(9) Except as provided in subsections (19) to (21) of this section, if the tenant or lienholder does  
18 not respond within the time provided by the landlord’s notice, or the tenant or lienholder does not  
19 remove the personal property within 30 days after responding to the landlord or by any date agreed  
20 to with the landlord, whichever is later, the personal property is conclusively presumed to be  
21 abandoned. The tenant and any lienholder that have been given notice pursuant to subsection (3)  
22 or (4) of this section shall, except with regard to the distribution of sale proceeds pursuant to sub-  
23 section (13) of this section, have no further right, title or interest to the personal property and may  
24 not claim or sell the property.  
25           “(10) If the personal property is presumed to be abandoned under subsection (9) of this section,  
26 the landlord then may:  
27           “(a) Sell the personal property at a public or private sale, provided that prior to the sale:  
28           “(A) The landlord may seek to transfer ownership of record of the personal property by com-  
29 plying with the requirements of the appropriate state agency; and  
30           “(B) The landlord shall:  
31           “(i) Place a notice in a newspaper of general circulation in the county in which the personal  
32 property is located. The notice shall state:  
33           “(I) That the personal property is abandoned;  
34           “(II) The tenant’s name;  
35           “(III) The address and any space number where the personal property is located, and any plate,  
36 registration or other identification number for a floating home noted on the title, if actually known  
37 to the landlord;  
38           “(IV) Whether the sale is by private bidding or public auction;  
39           “(V) Whether the landlord is accepting sealed bids and, if so, the last date on which bids will  
40 be accepted; and  
41           “(VI) The name and telephone number of the person to contact to inspect the personal property;  
42           “(ii) At a reasonable time prior to the sale, give a copy of the notice required by sub-  
43 subparagraph (i) of this subparagraph to the tenant and to any lienholder, by personal delivery or  
44 first class mail, except that for any lienholder, mail service must be by first class mail with certif-  
45 icate of mailing;

1           “(iii) Obtain an affidavit of publication from the newspaper to show that the notice required  
2 under sub-subparagraph (i) of this subparagraph ran in the newspaper at least one day in each of  
3 two consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted;  
4 and

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

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

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

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

16           “(12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the  
17 condition of personal property, the landlord is not liable for the condition of the personal property  
18 to:

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

21           “(b) A person or nonprofit organization to whom the landlord gives the personal property pur-  
22 suant to subsection (1)(b), (10)(b) or (11)(b) of this section.

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

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

25           “(B) Unpaid rent.

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

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

32           “(d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if ap-  
33 plicable, the landlord shall remit to the tenant the remaining proceeds, if any, together with an  
34 itemized accounting.

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

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

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

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

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

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

4 “(C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assess-  
5 ments owed on the personal property after distribution of the proceeds pursuant to subsection (13)  
6 of this section.

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

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

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

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

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

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

20 “(B) Following the sale described in paragraph (a)(A) of this subsection, the landlord files an  
21 affidavit or declaration with the county tax collector or the Department of Revenue, as appropriate,  
22 that states:

23 “(i) That the landlord has sold the property in an arm’s-length transaction to an unrelated buyer  
24 who intends to occupy the property in the facility in which the property is located;

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

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

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

33 “(c) The affidavit or declaration described in paragraph (a)(B) of this subsection must be ac-  
34 companied by:

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

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

41 “(C) An affidavit or declaration from the buyer that states the buyer’s intent to occupy the  
42 property in the facility in which the property is located.

43 “(d) Upon a showing of compliance with paragraph (c) of this subsection, the county tax col-  
44 lector or the Department of Revenue shall cancel all unpaid taxes or tax liens on the property.

45 “(16) The landlord is not responsible for any loss to the tenant or lienholder resulting from

1 storage of personal property in compliance with this section unless the loss was caused by the  
2 landlord's deliberate or negligent act. In the event of a deliberate and malicious violation, the  
3 landlord is liable for twice the actual damages sustained by the tenant or lienholder.

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

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

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

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

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

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

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

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

25 "(c) The notice and response periods provided by subsections (6) and (8) of this section have  
26 expired.

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

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

37 "(c) To exercise the right to a storage agreement under this subsection, in addition to contacting  
38 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder  
39 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of  
40 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement  
41 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord  
42 may include a copy of the proposed storage agreement with the notice of abandoned property re-  
43 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a  
44 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy  
45 to the landlord within the 60-day period. **If a tenant is eligible to enter into a storage agreement**

1 **under section 41 of this 2019 Act, a proposed storage agreement under this subsection must**  
2 **state that the agreement is conditional upon the tenant not timely electing to enter into a**  
3 **storage agreement.**

4 “(d) The storage agreement may require, in addition to other provisions agreed to by the land-  
5 lord and the lienholder, that:

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

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

15 “(C) The lienholder maintain the personal property and the space on which the personal prop-  
16 erty is stored in a manner consistent with the rights and obligations described in the rental agree-  
17 ment that the landlord currently provides to tenants as required by ORS 90.510 (4); and

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

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

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

38 “(g)(A) Except as provided in paragraph (d)(D) of this subsection, if the lienholder violates the  
39 storage agreement, the landlord may terminate the agreement by giving at least 90 days’ written  
40 notice to the lienholder stating facts sufficient to notify the lienholder of the reason for the termi-  
41 nation. Unless the lienholder corrects the violation within the notice period, the agreement termi-  
42 nates as provided and the landlord may sell or dispose of the property without further notice to the  
43 lienholder.

44 “(B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph  
45 for failure of the lienholder to pay a storage charge and the lienholder corrects the violation, if the

1 lienholder again violates the storage agreement by failing to pay a subsequent storage charge, the  
2 landlord may terminate the agreement by giving at least 30 days' written notice to the lienholder  
3 stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder  
4 corrects the violation within the notice period, the agreement terminates as provided and the land-  
5 lord may sell or dispose of the property without further notice to the lienholder.

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

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

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

15 “(a) The provisions of this section regarding the rights and responsibilities of a tenant to the  
16 abandoned personal property shall apply to any personal representative named in a will or appointed  
17 by a court to act for the deceased tenant or any person designated in writing by the tenant to be  
18 contacted by the landlord in the event of the tenant's death.

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

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

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

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

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

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

39 “(f) During the term of an agreement described under paragraph (d) of this subsection, the rep-  
40 resentative or person has the right to remove or sell the property, including a sale to a purchaser  
41 or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave the property  
42 on the rented space and become a tenant, subject to the provisions of ORS 90.680. The landlord also  
43 may condition approval for occupancy of any purchaser, heir or devisee of the property upon pay-  
44 ment of all unpaid storage charges and maintenance costs.

45 “(g) If the representative or person violates the storage agreement, the landlord may terminate

1 the agreement by giving at least 30 days' written notice to the representative or person stating facts  
2 sufficient to notify the representative or person of the reason for the termination. Unless the rep-  
3 resentative or person corrects the violation within the notice period, the agreement terminates as  
4 provided and the landlord may sell or dispose of the property without further notice to the repre-  
5 sentative or person.

6 “(h) Upon the failure of a representative or person to enter into a storage agreement as pro-  
7 vided by this subsection or upon termination of an agreement, unless the parties otherwise agree  
8 or the representative or person has sold or removed the property, the landlord may sell or dispose  
9 of the property pursuant to this section without further notice to the representative or person.

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

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

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

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

24 “(A) The dates and deadlines in the notice for contacting the landlord and removing the prop-  
25 erty must be consistent with this subsection;

26 “(B) The notice must state that a governmental agency has determined that the property con-  
27 stitutes an extreme health or safety hazard and must be removed quickly; and

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

29 “(d) If the tenant, a lienholder or a personal representative or designated person does not re-  
30 move the property within the time allowed, the landlord or a buyer at a sale by the landlord under  
31 subsection (11) of this section shall promptly remove the property from the facility.

32 “(e) A landlord is not required to enter into a storage agreement with a lienholder, personal  
33 representative or designated person pursuant to subsection (20) of this section.

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

38 “(A) The landlord;

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

42 “(C) Any lienholder.

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

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

4           On page 44, delete lines 31 through 38.

5           In line 39, delete “54” and insert “53”.

6           On page 45, line 38, delete “55” and insert “54”.

7           On page 49, line 3, delete “56” and insert “55”.

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