

Requested by Representative SMITH DB

**PROPOSED AMENDMENTS TO
SENATE BILL 608**

1 On page 1 of the printed bill, line 2, after “90.220,” insert “90.230,”.

2 In line 3, after “90.675” insert “, 105.120”.

3 Delete lines 5 through 25 and delete pages 2 through 4.

4 On page 5, delete lines 1 through 13 and insert:

5 **“SECTION 1. Sections 1a, 1b, 1d and 1e of this 2019 Act are added**
6 **to and made a part of ORS chapter 90.**

7 **“SECTION 1a. (1) A tenancy within a city or county that enacts a**
8 **‘just cause termination’ ordinance is:**

9 **“(a) Not subject to ORS 90.427; and**

10 **“(b) Subject to section 1b of this 2019 Act.**

11 **“(2) A city or county may not enact or enforce any other regulation**
12 **regarding the termination of a residential tenancy without cause or**
13 **for any cause described in ORS 90.427 and section 1b of this 2019 Act,**
14 **except as provided under either ORS 90.427 or section 1b of this 2019**
15 **Act.**

16 **“SECTION 1b. (1) As used in this section, ‘first year of occupancy’**
17 **includes all periods in which any tenant has resided in the dwelling**
18 **unit for one year or less.**

19 **“(2) If a tenancy is a month-to-month tenancy:**

20 **“(a) At any time during the tenancy, the tenant may terminate the**
21 **tenancy by giving the landlord notice in writing not less than 30 days**

1 prior to the termination date designated in the notice.

2 “(b) At any time during the first year of occupancy, the landlord
3 may terminate the tenancy without cause by giving the tenant notice
4 in writing not less than 30 days prior to the date designated in the
5 notice for the termination of the tenancy.

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

7 “(a) The landlord may terminate the tenancy without cause within
8 the first year of the occupancy by giving the tenant notice in writing
9 not less than 30 days prior to the termination date and with a termi-
10 nation date that is on or after the ending date of the term.

11 “(b) The tenant may terminate the tenancy by giving the landlord
12 notice in writing not less than 30 days prior to the termination date
13 and with a termination date that is on or after the ending date of the
14 term.

15 “(c) Notwithstanding any term of the rental agreement, after the
16 term of the tenancy, a tenancy that has not been terminated under
17 this chapter becomes a month-to-month tenancy unless and until the
18 landlord and tenant agree to a new fixed term.

19 “(4) The landlord may terminate a tenancy by giving the tenant
20 notice in writing not less than 90 days prior to the termination date,
21 and with a termination date that is on or after the end of any fixed
22 term, if the landlord:

23 “(a) Intends to demolish the dwelling unit or convert the dwelling
24 unit to a use other than residential use within a reasonable time;

25 “(b) Intends for the landlord or a member of the landlord’s imme-
26 diate family to occupy the dwelling unit as a primary residence and
27 the landlord does not own a comparable unit in the same building that
28 is available for occupancy at the same time that the tenant receives
29 notice to terminate the tenancy;

30 “(c) Intends to undertake repairs or renovations to the dwelling

1 **unit within a reasonable time and:**

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

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

5 **“(d)(A) Accepts an offer to purchase the dwelling unit separately**
6 **from any other dwelling unit from a person who intends in good faith**
7 **to occupy the dwelling unit as the person’s primary residence; and**

8 **“(B) Provides the notice and written evidence of the offer to pur-**
9 **chase the dwelling unit to the tenant not more than 120 days after**
10 **accepting the offer to purchase.**

11 **“(5) A landlord that terminates a tenancy under subsection (4) of**
12 **this section shall:**

13 **“(a) Specify in the termination notice the reason for the termi-**
14 **nation under subsection (4) of this section; and**

15 **“(b) If the landlord owns or manages a total of five or more dwell-**
16 **ing units, deliver to the tenant payment of one month’s periodic rent**
17 **with the termination notice.**

18 **“(6) Notwithstanding subsection (3) of this section, a fixed term**
19 **tenancy terminates upon the end of the fixed term if:**

20 **“(a) The tenant commits three or more violations of the rental**
21 **agreement within a 12-month period;**

22 **“(b) The landlord gives the tenant a separate written warning notice**
23 **after each of three violations that:**

24 **“(A) Specifies the violation;**

25 **“(B) States that the landlord may terminate the tenancy at the end**
26 **of the fixed term if three violations occur within a 12-month period**
27 **preceding the end of the fixed term; and**

28 **“(C) States that correcting the third or subsequent violation is not**
29 **a defense to termination under this subsection; and**

30 **“(c) The landlord gives the tenant a termination notice in writing**

1 **that:**

2 **“(A) Is delivered not less than 90 days prior to ending date for the**
3 **fixed term;**

4 **“(B) Designates the ending date of the term and states that the**
5 **rental agreement will terminate upon that designated ending date;**

6 **“(C) Specifies the reasons for the termination and supporting facts;**
7 **and**

8 **“(D) Is delivered to the tenant concurrent with or after the third**
9 **or subsequent written warning notice.**

10 **“(7) Notwithstanding subsections (2) to (6) of this section, if the**
11 **tenancy is for occupancy in a dwelling unit that is located in the same**
12 **building or on the same property as the landlord’s primary residence**
13 **and the building or the property contains one or two dwelling units:**

14 **“(a) The landlord may terminate a month-to-month tenancy at any**
15 **time and without cause by giving the tenant notice in writing:**

16 **“(A) Not less than 60 days prior to the termination date designated**
17 **in the notice; or**

18 **“(B) Not less than 30 days prior to the termination date designated**
19 **in the notice if:**

20 **“(i) The dwelling unit is purchased separately from any other**
21 **dwelling unit;**

22 **“(ii) The landlord has accepted an offer to purchase the dwelling**
23 **unit from a person who intends in good faith to occupy the dwelling**
24 **unit as the person’s primary residence; and**

25 **“(iii) The landlord has provided the notice, and written evidence of**
26 **the offer to purchase the dwelling unit, to the tenant not more than**
27 **120 days after accepting the offer to purchase.**

28 **“(b) The landlord may terminate a fixed term tenancy on or after**
29 **the ending date of the term and without cause by giving the tenant**
30 **notice in writing not less than 30 days prior to the ending date of the**

1 **fixed term and 30 days prior to the date designated in the termination**
2 **notice.**

3 **“(8) If a landlord terminates a tenancy in violation of subsections**
4 **(4) to (6) of this section:**

5 **“(a) The landlord is liable to the tenant for damages of three**
6 **months’ rent plus actual damages sustained by the tenant as a result**
7 **of the unlawful termination; and**

8 **“(b) The tenant has a defense to an action for possession by the**
9 **landlord.**

10 **“(9)(a) A notice given without cause to terminate a tenancy under**
11 **this section need not state a reason for the termination.**

12 **“(b) A landlord or tenant may include in a termination notice given**
13 **without cause under this section an explanation of the reason for the**
14 **termination without having to prove the reason. An explanation does**
15 **not give the person receiving the notice of termination a right to cure**
16 **the reason if the notice states that:**

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

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

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

22 **“(10) This section does not apply to a week-to-week tenancy or a**
23 **tenancy subject to ORS 90.427, 90.429 or 90.505 to 90.850.**

24 **“SECTION 1c. ORS 90.427 is amended to read:**

25 **“90.427. (1) As used in this section, ‘first year of occupancy’ includes all**
26 **periods in which any of the tenants has resided in the dwelling unit for one**
27 **year or less.**

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

1 “[3] **(2)** If a tenancy is a month-to-month tenancy:

2 “(a) At any time during the tenancy, the tenant may terminate the
3 tenancy by giving the landlord notice in writing not less than 30 days prior
4 to the date designated in the notice for the termination of the tenancy.

5 “(b) At any time during the first year of occupancy, the landlord may
6 terminate the tenancy by giving the tenant notice in writing not less than
7 30 days prior to the date designated in the notice for the termination of the
8 tenancy.

9 “(c) At any time after the first year of occupancy, the landlord may ter-
10 minate the tenancy by giving the tenant notice in writing not less than 60
11 days prior to the date designated in the notice for the termination of the
12 tenancy.

13 “[4] **(3)** If the tenancy is for a fixed term of at least one year and by its
14 terms becomes a month-to-month tenancy after the fixed term:

15 “(a) At any time during the fixed term, notwithstanding subsection [(3)]
16 **(2)** of this section, the landlord or the tenant may terminate the tenancy
17 without cause by giving the other notice in writing not less than 30 days
18 prior to the specified ending date for the fixed term or not less than 30 days
19 prior to the date designated in the notice for the termination of the tenancy,
20 whichever is later.

21 “(b) After the specified ending date for the fixed term, at any time during
22 the month-to-month tenancy, the landlord may terminate the tenancy without
23 cause only by giving the tenant notice in writing not less than 60 days prior
24 to the date designated in the notice for the termination of the tenancy.

25 “[5] **(4)** Notwithstanding subsections [(3)(c) and (4)(b)] **(2)(c) and (3)(b)**
26 of this section, the landlord may terminate a month-to-month tenancy at any
27 time by giving the tenant notice in writing not less than 30 days prior to the
28 date designated in the notice for the termination of the tenancy if:

29 “(a) The dwelling unit is purchased separately from any other dwelling
30 unit;

1 “(b) The landlord has accepted an offer to purchase the dwelling unit from
2 a person who intends in good faith to occupy the dwelling unit as the
3 person’s primary residence; and

4 “(c) The landlord has provided the notice, and written evidence of the
5 offer to purchase the dwelling unit, to the tenant not more than 120 days
6 after accepting the offer to purchase.

7 “[~~(6)~~ *The tenancy shall terminate on the date designated and without re-*
8 *gard to the expiration of the period for which, by the terms of the tenancy,*
9 *rents are to be paid. Unless otherwise agreed, rent is uniformly apportionable*
10 *from day to day.*]

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

19 “[~~(8)(a)~~] **(5)(a)** A notice given **without cause** to terminate a tenancy un-
20 der [*subsection (2) or (3) of*] this section need not state a reason for the ter-
21 mination.

22 “(b) Notwithstanding paragraph (a) of this subsection, a landlord or ten-
23 ant may include in a notice of termination given **without cause** under
24 [*subsection (2) or (3) of*] this section an explanation of the reason for the
25 termination without having to prove the reason. An explanation does not
26 give the person receiving the notice of termination a right to cure the reason
27 if the notice states that:

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

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

1 “(C) The person giving the notice need not prove the reason for the ter-
2 mination in a court action.

3 “[~~(9)~~] **(6)** [*Subsections (2) to (5) of*] This section [*do*] **does** not apply to a
4 [*month-to-month*] **week-to-week tenancy or a** tenancy subject to ORS 90.429
5 **or** [*or other tenancy created by a rental agreement subject to ORS*] 90.505 to
6 90.850 **or section 1b of this 2019 Act.**

7 **“SECTION 1d. (1) If a tenancy is a week-to-week tenancy, the**
8 **landlord or the tenant may terminate the tenancy by a written notice**
9 **given to the other at least 10 days before the termination date specified**
10 **in the notice.**

11 **“(2)(a) A notice given under this section need not state a reason for**
12 **the termination.**

13 **“(b) A landlord or tenant may include in a termination notice under**
14 **this section an explanation of the reason for the termination without**
15 **having to prove the reason. An explanation does not give the person**
16 **receiving the notice of termination a right to cure the reason if the**
17 **notice states that:**

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

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

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

23 **“SECTION 1e. (1) A tenancy shall terminate on the date designated**
24 **and without regard to the expiration of the period for which, by the**
25 **terms of the tenancy, rents are to be paid. Unless otherwise agreed,**
26 **rent is uniformly apportionable from day to day.**

27 **“(2) If the tenant remains in possession without the landlord’s**
28 **consent after expiration of the term of the rental agreement or its**
29 **termination, the landlord may bring an action for possession. In ad-**
30 **dition, the landlord may recover from the tenant any actual damages**

1 **resulting from the tenant holding over, including the value of any rent**
2 **accruing from the expiration or termination of the rental agreement**
3 **until the landlord knows or should know that the tenant has relin-**
4 **quished possession to the landlord.**

5 **“(3) If the landlord consents to the tenant’s continued occupancy**
6 **following the termination of the tenancy, a month-to-month tenancy**
7 **is created under ORS 90.220 (7).”.**

8 In line 38, delete “ORS 90.427 (3) or (4)” and insert “section 1b (2) or (3)(a)
9 of this 2019 Act”.

10 On page 10, line 17, delete “ORS 90.427” and delete “(11)” and insert
11 “section 1e of this 2019 Act”.

12 On page 11, line 39, delete “ORS 90.427” and delete “(11)” and insert
13 “section 1e of this 2019 Act”.

14 On page 13, line 27, delete the comma and insert “or”.

15 In line 28, delete “90.427 (2)” and insert “section 1d of this 2019 Act”.

16 In line 33, after “90.427” insert “(2) or” and delete “(b) or (8)(a)(B)”.

17 In line 34, delete “or (C)” and before the period insert “or section 1b (2),
18 (3) or (7) of this 2019 Act”.

19 Delete line 40 and insert “Section 1b (4) or (6) of this 2019 Act.”.

20 On page 24, delete lines 27 through 31 and insert:

21 **“SECTION 11. ORS 90.230 is amended to read:**

22 “90.230. (1) If a tenancy is for the occupancy of a recreational vehicle in
23 a manufactured dwelling park, mobile home park or recreational vehicle
24 park, all as defined in ORS 197.492, the landlord shall provide a written
25 rental agreement for a month-to-month, week-to-week or fixed-term tenancy.

26 The rental agreement must state:

27 “(a) If applicable, that the tenancy may be terminated by the landlord
28 under ORS 90.427 **or section 1a or 1d of this 2019 Act** without cause upon
29 30 or 60 days’ written notice for a month-to-month tenancy or upon 10 days’
30 written notice for a week-to-week tenancy.

1 “(b) That any accessory building or structure paid for or provided by the
2 tenant belongs to the tenant and is subject to a demand by the landlord that
3 the tenant remove the building or structure upon termination of the tenancy.

4 “(c) That the tenancy is subject to the requirements of ORS 197.493 (1)
5 for exemption from placement and occupancy restrictions.

6 “(2) If a tenant described in subsection (1) of this section moves following
7 termination of the tenancy by the landlord under ORS 90.427 **or section 1a**
8 **or 1d of this 2019 Act**, and the landlord failed to provide the required
9 written rental agreement before the beginning of the tenancy, the tenant may
10 recover the tenant’s actual damages or twice the periodic rent, whichever is
11 greater.

12 “(3) If the occupancy fails at any time to comply with the requirements
13 of ORS 197.493 (1) for exemption from placement and occupancy restrictions,
14 and a state agency or local government requires the tenant to move as a
15 result of the noncompliance, the tenant may recover the tenant’s actual
16 damages or twice the periodic rent, whichever is greater. This subsection
17 does not apply if the noncompliance was caused by the tenant.

18 “(4) This section does not apply to a vacation occupancy.

19 “**SECTION 12.** ORS 105.120 is amended to read:

20 “105.120. (1) As used in this section, ‘rent’ does not include funds paid
21 under the United States Housing Act of 1937 (42 U.S.C. 1437f).

22 “(2) Except as provided in subsection (3) of this section, an action for the
23 recovery of the possession of the premises may be maintained in cases pro-
24 vided in ORS 105.115 (1)(b), when the notice to terminate the tenancy or to
25 quit has been served upon the tenant or person in possession in the manner
26 prescribed by ORS 91.110 and for the period prescribed by ORS 91.060 to
27 91.080 before the commencement of the action, unless the leasing or occupa-
28 tion is for the purpose of farming or agriculture, in which case the notice
29 must be served for a period of 90 days before the commencement of the
30 action. Any person entering into the possession of real estate under written

1 lease as the tenant of another may, by the terms of the lease, waive the
2 giving of any notice required by this subsection.

3 “(3) An action for the recovery of the possession of a dwelling unit to
4 which ORS chapter 90 applies may be maintained in situations described in
5 ORS 105.115 (2) when the notice to terminate the tenancy or to quit has been
6 served by the tenant upon the landlord or by the landlord upon the tenant
7 or person in possession in the manner prescribed by ORS 90.155.

8 “(4) Except when a tenancy involves a dwelling unit subject to ORS
9 chapter 90, the service of a notice to quit upon a tenant or person in pos-
10 session does not authorize an action to be maintained against the tenant or
11 person in possession for the possession of premises before the expiration of
12 any period for which the tenant or person has paid the rent of the premises
13 in advance.

14 “(5) An action to recover possession of a dwelling unit subject to ORS
15 chapter 90 may not be brought or filed against a tenant or person in pos-
16 session based upon a notice under [*ORS 90.427*] **section 1e of this 2019 Act**
17 to terminate the tenancy until after the expiration of any period for which
18 the tenant or person has paid the rent of the dwelling unit in advance, un-
19 less:

20 “(a) The only other money paid by the tenant was collected as a last
21 month’s rent deposit as provided under ORS 90.300; or

22 “(b) The only unused rent was paid by the tenant for a rental period ex-
23 tending beyond the termination date specified in a valid outstanding notice
24 to terminate the tenancy and the landlord refunded the unused rent within
25 10 days after receipt by delivering the unused rent to the tenant in person
26 or by first class mailing.”.

27 In line 32, delete “12” and insert “13”.

28 In line 34, delete “13” and insert “14”.

29