

Requested by Senator PROZANSKI

**PROPOSED AMENDMENTS TO
A-ENGROSSED SENATE BILL 586**

1 On page 1 of the printed A-engrossed bill, line 2, after “ORS” delete the
2 rest of the line and delete lines 3 through 5 and insert “90.100, 90.155, 90.300,
3 90.302, 90.510, 90.531, 90.532, 90.533, 90.534, 90.536, 90.537, 90.538, 90.539,
4 90.543, 90.545, 90.555, 90.600, 90.610, 90.630, 90.632, 90.643, 90.645, 90.650,
5 90.655, 90.675, 90.725, 90.727, 90.732, 90.734, 90.736, 90.771, 90.842, 90.844,
6 90.846, 90.848, 90.849, 90.850, 92.840, 93.643, 105.124, 105.138, 446.515, 446.525,
7 446.533, 446.543, 446.547, 456.095, 456.233 and 457.160; and repealing ORS
8 90.805, 90.810, 90.815, 90.820 and 90.830.”.

9 In line 8, delete “DIVISION”.

10 Delete lines 10 through 16.

11 On page 2, delete lines 1 through 4 and insert:

12 **“SECTION 1. (1) The Office of Manufactured Dwelling Park Com-**
13 **munity Relations of the Housing and Community Services Department**
14 **is abolished, and all the duties, functions, and powers of the office are**
15 **imposed upon, transferred to and vested in the Housing and Commu-**
16 **nity Services Department.**

17 **“(2) Whenever, in any statutory law or resolution of the Legislative**
18 **Assembly or in any rule, document, record or proceeding authorized**
19 **by the Legislative Assembly, reference is made to the Office of Man-**
20 **ufactured Dwelling Park Community Relations, the reference is con-**
21 **sidered to be a reference to the Housing and Community Services**

1 **Department.**

2 “(3) For the purpose of harmonizing and clarifying statutory law,
3 the Legislative Counsel may substitute for words designating the ‘Of-
4 fice of Manufactured Dwelling Park Community Relations,’ wherever
5 they occur in statutory law, other words designating the ‘Housing and
6 Community Services Department.’”.

7 Delete lines 15 through 45.

8 On page 3, delete lines 1 through 26 and insert:

9 “**SECTION 3.** ORS 446.533 is amended to read:

10 “446.533. There hereby is established separate and distinct from the Gen-
11 eral Fund the [*Mobile Home Parks*] **Manufactured and Marina Commu-**
12 **nities** Account [*of the Housing and Community Services Department*]. [*Except*
13 *as otherwise provided by law,*] All moneys [*appropriated or credited to*] **in** the
14 account are **continuously** appropriated [*continuously for and shall be used*
15 *by the Director of*] **to** the Housing and Community Services Department [*for*
16 *the purpose of carrying*] **to carry** out the duties and responsibilities [*imposed*
17 *under ORS 105.138 and 446.515 to 446.547*] **of the department under ORS**
18 **90.505 to 90.850 and 446.515 to 446.547.** Interest earned on the account
19 [*shall be*] **is** credited to the account.

20 “**SECTION 4.** ORS 446.543 is amended to read:

21 “446.543. [(1) *An Office of Manufactured Dwelling Park Community Re-*
22 *lations is established in the Housing and Community Services Department.*]

23 “[2)] The [*Director of the*] Housing and Community Services Department
24 shall [, *through the use of office personnel or by other means*]:

25 “[a)] (1) Undertake, participate in or cooperate with persons and agen-
26 cies in such conferences, inquiries, meetings or studies as might lead to im-
27 provements in manufactured dwelling park **and marina** landlord and tenant
28 relationships;

29 “[b)] (2) Develop and implement a centralized resource referral program
30 for tenants and landlords to encourage the voluntary resolution of disputes;

1 “[(c)] (3) Maintain a current list of manufactured dwelling parks **and**
2 **marinas** in the state, indicating the total number of spaces;

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

5 “[(e)] (4) Take other actions or perform such other duties as [*the director*
6 *deems*] necessary or appropriate, including but not limited to coordinating
7 or conducting tenant resource fairs, providing tenant counseling and service
8 referrals related to park closures and providing outreach services to educate
9 tenants regarding tenant rights and responsibilities and the availability of
10 services[.]; **and**

11 “[(3)] (5) [*The office shall*] Adopt rules to administer ORS 90.645 and
12 90.655.

13 “**SECTION 5.** ORS 90.732 is amended to read:

14 “90.732. (1) Every landlord of a manufactured dwelling park shall register
15 annually in writing with the Housing and Community Services Department.
16 The department shall charge the landlord a registration fee of [~~\$50~~] **\$100** for
17 parks with more than 20 spaces and [~~\$25~~] **\$50** for parks with 20 or fewer
18 spaces. The landlord shall file a registration and pay a registration fee for
19 each park owned or managed by the landlord. The registration shall consist
20 of the following information:

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

23 “(b) The name of the park.

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

26 “(d) A telephone number of the park.

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

28 “(2) The landlord of a new manufactured dwelling park shall register with
29 the department no later than 60 days after the opening of the park.

30 “(3) The department shall send a written reminder notice to each landlord

1 that holds a current registration under this section before the due date for
2 the landlord to file a new registration. The department shall confirm receipt
3 of a registration.

4 “(4) Notwithstanding subsections (1) to (3) of this section, the department
5 may provide for registration and confirmation of registration to be accom-
6 plished by electronic means instead of in writing.

7 “(5) Moneys from registration fees described in subsection (1) of this
8 section [*shall*] **must** be deposited in the [*Mobile Home Parks*] **Manufactured**
9 **and Marina Communities** Account. [*Notwithstanding ORS 446.533, moneys*
10 *deposited in the account under this section are continuously appropriated to*
11 *the department for the purpose of implementing and administering the duties*
12 *of the department under this section and ORS 90.734 and 90.738.]”.*

13 **“SECTION 6.** ORS 90.736 is amended to read:

14 “90.736. (1) The Housing and Community Services Department may assess
15 a civil penalty against a landlord or owner if the department finds that the
16 landlord or owner has not complied with ORS 90.732 or 90.734. The civil
17 penalty may not exceed \$1,000. The department shall assess the civil penalty
18 according to the schedule of penalties developed by the department under
19 ORS 90.738. In assessing a civil penalty under this section, the department
20 shall take into consideration any good faith efforts by the landlord or owner
21 to comply with ORS 90.732 or 90.734.

22 “(2) **The department shall deposit** a civil penalty assessed under this
23 section [*shall be deposited*] in the [*Mobile Home Parks Account and contin-*
24 *uously appropriated to the department for use in carrying out the policies de-*
25 *scribed in ORS 446.515*] **Manufactured and Marina Communities**
26 **Account.**

27 “(3) If a civil penalty assessed under this section is not paid on or before
28 90 days after the order assessing the civil penalty becomes final by operation
29 of law, the department may file the order with the county clerk of the county
30 where the manufactured dwelling park of the landlord or owner is located

1 as a lien against the park. In addition to any other available remedy, re-
2 cording the order in the County Clerk Lien Record has the effect provided
3 for in ORS 205.125 and 205.126 and the order may be enforced as provided in
4 ORS 205.125 and 205.126.

5

6 **“MANUFACTURED DWELLING PARK AND MARINA MEDIATION**

7

8 **“SECTION 7. Sections 8 is added to and made a part of ORS 90.505**
9 **to 90.850.**

10 **“SECTION 8. (1) For disputes subject to mediation under this sec-**
11 **tion, if any party initiates mediation under this section, mediation is**
12 **mandatory. A landlord of a tenancy subject to ORS 90.505 to 90.850**
13 **shall establish a mediation policy to resolve disputes related to:**

14 **“(a) Landlord or tenant compliance with the rental agreement or**
15 **with the provisions of this chapter;**

16 **“(b) Landlord or tenant conduct within the facility; or**

17 **“(c) The modification of a rule or regulation under ORS 90.610.**

18 **“(2) A mediation policy under this section must include:**

19 **“(a) The process and format by which a tenant or landlord may in-**
20 **itiate mediation.**

21 **“(b) The names and contact information, including the phone**
22 **number and website address, for mediation services available through**
23 **the referral program provided by the Housing and Community Services**
24 **Department under ORS 446.543 (2) and any other no-cost mediation**
25 **service acceptable to the landlord.**

26 **“(c) Information substantially explaining requirements for medi-**
27 **ation under subsections (3) to (7) of this section.**

28 **“(3) Mediation conducted under this section:**

29 **“(a) In addition to any process authorized under subsection (2)(a)**
30 **of this section, may be initiated by the landlord or tenant’s contact**

1 with the Housing and Community Services Department in a format
2 required by the department.

3 “(b) May not resolve any matters except by the agreement of all
4 parties.

5 “(c) Must require that communications from all parties are held
6 strictly confidential and may not be used in any legal proceedings.

7 “(d) May be used to resolve:

8 “(A) Disputes between the landlord and one or more tenants, initi-
9 ated by any party; and

10 “(B) Disputes between any two or more tenants, initiated only by
11 the landlord.

12 “(e) Must allow a party to designate any person, including a non-
13 attorney, to represent the interests of the party provided that the
14 person has the authority to bind that party to any resolution of the
15 dispute.

16 “(f) Must comply with any other provisions as the Housing and
17 Community Services Department may require by rule.

18 “(4) Parties must participate in mediation under this section by
19 making a good faith effort to schedule mediation within 30 days after
20 mediation is initiated, attending and participating in mediation and
21 cooperating with reasonable requests of the mediator.

22 “(5) After mediation has been initiated and while it is ongoing under
23 this section:

24 “(a) Any statute of limitations related to the dispute is tolled.

25 “(b) A party may not file an action related to the dispute, including
26 an action for possession under ORS 105.110.

27 “(c)(A) A tenant shall continue paying rent to the landlord.

28 “(B) A landlord receiving rent under this paragraph has not ac-
29 cepted rent for the purposes of ORS 90.412 (2), provided that the land-
30 lord refunds the rent within 10 days following the conclusion of

1 **mediation.**

2 **“(6) Unless specifically provided for in a mediation policy estab-**
3 **lished under this section, or agreed to by all parties, no party may**
4 **initiate mediation for:**

5 **“(a) Facility closures consistent with ORS 90.645 or 90.671.**

6 **“(b) Facility sales consistent with ORS 90.842 to 90.850.**

7 **“(c) Rent increases consistent with ORS 90.600.**

8 **“(d) Rent payments or amounts owed.**

9 **“(e) Tenant violations alleged in a termination notice given under**
10 **ORS 90.394, 90.396, or 90.630 (8).**

11 **“(f) Violations of an alleged unauthorized person in possession in a**
12 **notice given under ORS 90.403.**

13 **“(g) Unless initiated by the victim, a dispute involving allegations**
14 **of domestic violence, sexual assault or stalking or a dispute between**
15 **the victim and the alleged perpetrator.**

16 **“(h) A dispute arising after the termination of the tenancy, includ-**
17 **ing under ORS 90.425, 90.675 or 105.161.**

18 **“(7) This section does not require any party to:**

19 **“(a) Reach an agreement on any or all issues submitted to medi-**
20 **ation;**

21 **“(b) Participate in more than one mediation session or participate**
22 **for an unreasonable length of time in a session; or**

23 **“(c) Waive or forego any rights or remedies or the use of any other**
24 **available informal dispute resolution process.**

25 **“(8) A mediator in a mediation under this section shall notify the**
26 **Housing and Community Services Department as to whether the dis-**
27 **pute was resolved through mediation but may not provide the depart-**
28 **ment with the contents of any resolution.**

29 **“(9) A landlord may unilaterally amend a rental agreement or fa-**
30 **cility rules and regulations to comply with this section.**

1 **“(10) If a party refuses to participate in good faith in mediation with**
2 **another party or uses mediation to harass another party, the other**
3 **party:**

4 **“(a) Has a defense to a claim related to the subject of the dispute**
5 **for which mediation was sought; and**

6 **“(b) Is entitled to damages of one month’s rent against the party.**

7 **“SECTION 9. (1) The Housing and Community Services Department**
8 **shall award grants to persons to provide legal representation to low-**
9 **income facility tenants in addressing disputes involving legal matters**
10 **arising under this chapter.**

11 **“(2) The department may adopt rules and income level criteria to**
12 **implement this program.**

13 **“(3) In selecting entities for grants under this section, the depart-**
14 **ment shall consider the experience and qualifications of the entities**
15 **relating to:**

16 **“(a) Representing tenants in disputes arising under this chapter;**

17 **“(b) Serving tenants throughout the state, including by telephone**
18 **or online communications or resources when appropriate; and**

19 **“(c) Ability to network with other attorneys to leverage the avail-**
20 **able legal assistance.**

21 **“(4) Total grant amounts awarded under this section may only come**
22 **from the Manufactured and Marina Communities account under ORS**
23 **446.533 and may not exceed \$200,000 per biennium.**

24 **“SECTION 10. (1) There is established the Manufactured and Marina**
25 **Communities Dispute Resolution Advisory Committee.**

26 **“(2) Members of the committee are appointed by the Director of the**
27 **Housing and Community Services Department. The director shall have**
28 **discretion to determine the number of committee members and the**
29 **duration of membership. The committee membership must be ge-**
30 **ographically representative of all regions of this state and must in-**

1 **clude an equal number of representatives of landlords of facilities or**
2 **their advocates and representatives of tenants of facilities or their**
3 **advocates and at least one representative of a provider of mediation**
4 **services.**

5 **“(3) The committee shall:**

6 **“(a) Advise the Housing and Community Services Department re-**
7 **garding the mandatory mediation required by section 8 of this 2019 Act**
8 **and the grants provided under section 9 of this 2019 Act.**

9 **“(b) No later than September 15 of each even-numbered year, pro-**
10 **vide a report to the appropriate interim committees of the Legislative**
11 **Assembly, in the manner provided under ORS 192.245, regarding the**
12 **effectiveness of the mandatory mediation required by section 8 of this**
13 **2019 Act and the grants provided under section 9 of this 2019 Act and**
14 **make recommendations regarding the continuation of mandatory me-**
15 **diation and the renewal of the grants.**

16 **“SECTION 11. Section 8 of this 2019 Act applies to rental agree-**
17 **ments entered into before, on or after the effective date of this 2019**
18 **Act.**

19 **“SECTION 12. Sections 9 and 10 are repealed January 2, 2024.**

20 **“SECTION 13. ORS 90.610 is amended to read:**

21 **“90.610. (1) As used in this section, ‘eligible space’ means each space in**
22 **the facility as long as:**

23 **“(a) The space is rented to a tenant and the tenancy is subject to ORS**
24 **90.505 to 90.850; and**

25 **“(b) The tenant who occupies the space has not:**

26 **“(A) Previously agreed to a rental agreement that includes the proposed**
27 **rule or regulation change; or**

28 **“(B) Become subject to the proposed rule or regulation change as a result**
29 **of a change in rules or regulations previously adopted in a manner consistent**
30 **with this section.**

1 “[2] *Notwithstanding ORS 90.245 (1), the parties to a rental agreement to*
2 *which ORS 90.505 to 90.850 apply shall provide for a process establishing in-*
3 *formal dispute resolution of disputes that may arise concerning the rental*
4 *agreement for a manufactured dwelling or floating home space.*]

5 “[3] **(2)** The landlord may propose changes in rules or regulations, in-
6 cluding changes that make a substantial modification of the landlord’s bar-
7 gain with a tenant, by giving written notice of the proposed rule or
8 regulation change, and unless tenants of at least 51 percent of the eligible
9 spaces in the facility object in writing within 30 days of the date the notice
10 was served, the change shall become effective for all tenants of those spaces
11 on a date not less than 60 days after the date that the notice was served by
12 the landlord.

13 “[4] **(3)** One tenant of record per eligible space may object to the rule
14 or regulation change through either:

15 “(a) A signed and dated written communication to the landlord; or

16 “(b) A petition format that is signed and dated by tenants of eligible
17 spaces and that includes a copy of the proposed rule or regulation and a copy
18 of the notice.

19 “[5] **(4)** If a tenant of an eligible space signs both a written communi-
20 cation to the landlord and a petition under subsection [(4)] **(3)** of this sec-
21 tion, or signs more than one written communication or petition, only the
22 latest signature of the tenant may be counted.

23 “[6] **(5)** Notwithstanding subsection [(4)] **(3)** of this section, a proxy may
24 be used only if a tenant has a disability that prevents the tenant from ob-
25 jecting to the rule or regulation change in writing.

26 “[7] **(6)** The landlord’s notice of a proposed change in rules or regu-
27 lations required by subsection [(3)] **(2)** of this section must be given or served
28 as provided in ORS 90.155 and must include:

29 “(a) Language of the existing rule or regulation and the language that
30 would be added or deleted by the proposed rule or regulation change; and

1 “(b) A statement substantially in the following form, with all blank spaces
2 in the notice to be filled in by the landlord:

3 “ _____

4 NOTICE OF PROPOSED RULE

5 OR REGULATION CHANGE

6 “The landlord intends to change a rule or regulation in this facility.

7 “The change will go into effect unless tenants of at least 51 percent of
8 the eligible spaces object in writing within 30 days. Any objection must be
9 signed and dated by a tenant of an eligible space.

10 “The number of eligible spaces as of the date of this notice is: _____.

11 Those eligible spaces are (space or street identification):
12 _____.

13 “The last day for a tenant of an eligible space to deliver a written ob-
14 jection to the landlord is _____ (landlord fill in date).

15 “Unless tenants in at least 51 percent of the eligible spaces object, the
16 proposed rule or regulation will go into effect on _____.

17 “The parties may attempt to resolve disagreements regarding the proposed
18 rule or regulation change by using the facility’s **mandatory mediation**
19 **process or, if available, the facility’s** informal dispute resolution process.

20 “ _____

21 “[8] (7) A good faith mistake by the landlord in completing those
22 portions of the notice relating to the number of eligible spaces that have
23 tenants entitled to vote or relating to space or street identification numbers
24 does not invalidate the notice or the proposed rule or regulation change.

25 “[9] (8) After the effective date of the rule or regulation change, when
26 a tenant continues to engage in an activity affected by the new rule or reg-
27 ulation to which the landlord objects, the landlord may give the tenant a
28 notice of termination of the tenancy pursuant to ORS 90.630. *[The notice*
29 *shall include a statement that the tenant may request a resolution through the*
30 *facility’s informal dispute resolution process by giving the landlord a written*

1 *request within seven days from the date the notice was served. If the tenant*
2 *requests an informal dispute resolution, the landlord may not file an action for*
3 *possession pursuant to ORS 105.105 to 105.168 until 30 days after the date of*
4 *the tenant’s request for informal dispute resolution or the date the informal*
5 *dispute resolution is complete, whichever occurs first.]*

6 “[(10) *An agreement under this section may not require informal dispute*
7 *resolution of disputes relating to:]*

8 “[*(a) Facility closure;*]

9 “[*(b) Facility sale; or*]

10 “[*(c) Rent, including but not limited to amount, increase and*
11 *nonpayment.*]

12 “[*(11) ORS 90.510 (1) to (3), requiring a landlord to provide a statement of*
13 *policy, do not create a basis for a tenant to demand informal dispute resolution*
14 *of a rent increase.*]

15 “**SECTION 14. Sections 9 and 10 of this 2019 Act and ORS 446.380,**
16 **446.385, 446.390 and 446.392 are added to and made a part of ORS 446.515**
17 **to 446.547.**

18 “**SECTION 14a. As used in ORS 446.515 to 446.547, ‘facility,’ ‘manu-**
19 **factured dwelling,’ ‘manufactured dwelling park’ and ‘marina’ have**
20 **the meanings given those terms in ORS 90.100.**

21 “**SECTION 15. ORS 446.515 is amended to read:**

22 “446.515. (1) It is the policy of the State of Oregon:

23 “(a) To encourage [*mobile home and*] manufactured dwelling park **and**
24 **marina** residents and [*mobile home and*] manufactured dwelling park **and**
25 **marina** owners and managers to settle disputes among themselves without
26 recourse, if possible, to either the court system or intervention by a state
27 agency.

28 “(b) To assist [*mobile home and*] manufactured dwelling park **and marina**
29 residents and [*mobile home and*] manufactured dwelling park **and marina**
30 owners and managers to develop alternative dispute resolution techniques

1 including, but not limited to, providing technical advice in the area of me-
2 diation.

3 “(c) To educate [*mobile home and*] manufactured dwelling park **and**
4 **marina** residents, owners and managers about issues and laws that affect
5 [*mobile home and*] manufactured dwelling park **and marina** tenancies for the
6 purpose of assisting those persons in resolving disputes.

7 “(2) The Legislative Assembly recognizes that a significant percentage of
8 its citizens are [*mobile home and*] manufactured dwelling park **and marina**
9 residents, owners or managers and that a proposal which reduces the neces-
10 sity of court resolution of certain disputes between these residents, owners
11 and managers may help these citizens avoid the expense of going to court.

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

15 “(4) **For some disputes, alternative dispute resolution is not effec-**
16 **tive and tenants must have recourse to legal representation and the**
17 **courts.**

18 “**SECTION 16.** ORS 446.547 is amended to read:

19 “446.547. [*Each mobile home and manufactured dwelling park shall*] **In**
20 **addition to mandatory mediation required under section 8 of this 2019**
21 **Act, a facility may** establish an informal dispute resolution procedure that
22 [*insures*] **ensures** each issue with merit [*shall be given a fair hearing*] **is**
23 **addressed** within 30 days [*of*] **after** receipt of a formal complaint.”.

24 In line 27, delete “10” and insert “17”.

25 In line 45, delete “Manufactured and Marina Communities Division of
26 the”.

27 On page 4, line 4, delete “division” and insert “department”.

28 Delete lines 18 through 45 and delete page 5.

29 On page 6 delete lines 1 through 41 and insert:

30 “**SECTION 18.** ORS 90.732, as amended by section 5 of this 2019 Act, is

1 amended to read:

2 “90.732. (1) Every landlord of a [*manufactured dwelling park*] **facility**
3 shall register annually in writing with the Housing and Community Services
4 Department. The department shall charge the landlord a registration fee of
5 \$100 for [*parks*] **facilities** with more than 20 spaces and \$50 for [*parks*] **fa-**
6 **cilities** with 20 or fewer spaces. The landlord shall file a registration and
7 pay a registration fee for each [*park*] **facility** owned or managed by the
8 landlord. The registration shall consist of the following information:

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

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

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

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

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

16 “(2) The landlord of a new [*manufactured dwelling park*] **facility** shall
17 register with the department no later than 60 days after the opening of the
18 [*park*] **facility**.

19 “(3) The department shall send a written reminder notice to each landlord
20 that holds a current registration under this section before the due date for
21 the landlord to file a new registration. The department shall confirm receipt
22 of a registration.

23 “(4) Notwithstanding subsections (1) to (3) of this section, the department
24 may provide for registration and confirmation of registration to be accom-
25 plished by electronic means instead of in writing.

26 “(5) Moneys from registration fees described in subsection (1) of this
27 section must be deposited in the Manufactured and Marina Communities
28 Account.

29 **“SECTION 19.** ORS 90.734 is amended to read:

30 “90.734. (1) At least one person for each [*manufactured dwelling park*]

1 **facility** who has authority to manage the premises of the [*park*] **facility**
2 shall, every two years, complete four hours of continuing education relating
3 to the management of [*manufactured dwelling parks*] **facilities**. The following
4 apply for a person whose continuing education is required:

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

8 “(b) If no manager or owner lives in the [*park*] **facility**, the person com-
9 pleting the continuing education must be a manager who lives outside the
10 [*park*] **facility** or, if there is no manager, an owner of the [*park*] **facility**.

11 “(c) A manager or owner may satisfy the continuing education require-
12 ment for more than one [*park*] **facility** that does not have a manager or
13 owner who lives in the [*park*] **facility**.

14 “(2) If a person becomes the [*manufactured dwelling park*] **facility** man-
15 ager or owner who is responsible for completing continuing education, and
16 the person does not have a current certificate of completion issued under
17 subsection (3) of this section, the person shall complete the continuing edu-
18 cation requirement by taking the next regularly scheduled continuing edu-
19 cation class or by taking a continuing education class held within 75 days.

20 “(3) The Housing and Community Services Department shall ensure that
21 continuing education classes:

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

23 “(b) Are offered by a statewide nonprofit trade association in Oregon re-
24 presenting [*manufactured housing*] **facility** interests and approved by the
25 department;

26 “(c) Have at least one-half of the class instruction on one or more pro-
27 visions of ORS chapter 90, ORS 105.105 to 105.168, fair housing law or other
28 law relating to landlords and tenants;

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

30 “(e) Provide the department with the following information:

- 1 “(A) The name of each person who attends a class;
- 2 “(B) The name of the attendee’s [*manufactured dwelling park*] **facility**;
- 3 “(C) The city or county in which the attendee’s [*park*] **facility** is located;
- 4 “(D) The date of the class; and
- 5 “(E) The names of the persons who taught the class.

6 “(4) The department, a trade association or instructor is not responsible
7 for the conduct of a landlord, manager, owner or other person attending a
8 continuing education class under this section. This section does not create
9 a cause of action against the department, a trade association or instructor
10 related to the continuing education class.

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

14 “(6) The department shall annually send a written reminder notice re-
15 garding continuing education requirements under this section to each [*man-
16 ufactured dwelling park*] **facility** at the address shown in the [*park*] **facility**
17 registration filed under ORS 90.732.

18 “**SECTION 20.** ORS 90.736, as amended by section 6 of this 2019 Act, is
19 amended to read:

20 “90.736. (1) The Housing and Community Services Department may assess
21 a civil penalty against a landlord or owner if the department finds that the
22 landlord or owner has not complied with ORS 90.732 or 90.734. The civil
23 penalty may not exceed \$1,000. The department shall assess the civil penalty
24 according to the schedule of penalties developed by the department under
25 ORS 90.738. In assessing a civil penalty under this section, the department
26 shall take into consideration any good faith efforts by the landlord or owner
27 to comply with ORS 90.732 or 90.734.

28 “(2) The department shall deposit a civil penalty assessed under this sec-
29 tion in the Manufactured and Marina Communities Account.

30 “(3) If a civil penalty assessed under this section is not paid on or before

1 90 days after the order assessing the civil penalty becomes final by operation
2 of law, the department may file the order with the county clerk of the county
3 where the [*manufactured dwelling park of the landlord or owner*] **facility** is
4 located as a lien against the [*park*] **facility**. In addition to any other avail-
5 able remedy, recording the order in the County Clerk Lien Record has the
6 effect provided for in ORS 205.125 and 205.126 and the order may be enforced
7 as provided in ORS 205.125 and 205.126.

8 **“SECTION 21. The amendments to ORS 90.732, 90.734 and 90.736 by**
9 **sections 18 to 20 of this 2019 Act become operative on January 1, 2022.**

10 **“SECTION 22. The Housing and Community Services Department**
11 **may not assess a fine against the owner or landlord of a marina for**
12 **any violation under ORS 90.736 that occurred before January 1, 2022,**
13 **and is not ongoing on or after January 1, 2022.**

14 **“SECTION 23.** ORS 446.525, as amended by section 17 of this 2019 Act,
15 is amended to read:

16 “446.525. (1) Except as provided in ORS 308.250 (2)(b), a special assessment
17 is levied annually upon each manufactured dwelling **or floating home** that
18 is assessed for ad valorem property tax purposes as personal property. The
19 amount of the assessment is \$10.

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

30 “(3) Moneys collected pursuant to subsection (2) of this section are de-

1 posited in the county treasury, paid over by the county treasurer to the State
2 Treasury and credited to the Manufactured and Marina Communities Ac-
3 count.

4 “(4) The Housing and Community Services Department shall pay to a
5 county \$1.50 for each special assessment account that the county bills under
6 subsection (2) of this section.

7 “(5) In lieu of the procedures under subsection (2) of this section, the
8 department may make a direct billing of the special assessment to the owners
9 of manufactured dwellings **and floating homes** and receive payment of the
10 special assessment from those owners. If any owner fails to make payment,
11 the unpaid special assessment becomes a lien against the manufactured
12 dwelling **or floating home** and may be collected under contract or other
13 agreement by a collection agency or may be collected under ORS 293.250, or
14 the lien may be foreclosed by suit as provided under ORS chapter 88 or as
15 provided under ORS 87.272 to 87.306. Moneys collected under this subsection
16 are deposited in the State Treasury and credited to the Manufactured and
17 Marina Communities Account.

18 **“SECTION 24. The amendments to ORS 446.525 by section 23 of this**
19 **2019 Act apply to property tax years beginning on or after July 1,**
20 **2022.”.**

21 In line 45, delete “23” and insert “25”.

22 On page 7, line 1, delete “24” and insert “26”.

23 In line 12, restore “Housing and Community Services De-”.

24 In line 13, restore the bracketed material and delete the boldfaced mate-
25 rial.

26 In line 27, delete the boldfaced material.

27 In line 28, delete the boldfaced material and delete “of the”.

28 In line 29, delete “25” and insert “27”.

29 On page 9, line 2, delete “26” and insert “28”.

30 In line 25, delete the boldfaced material.

1 In line 26, delete the boldfaced material and delete “of the”.

2 In line 28, delete “27” and insert “29”.

3 On page 10, line 8, delete “28” and insert “30”.

4 In lines 12 and 13, delete the boldfaced material and insert “Housing and
5 Community Services Department”.

6 In line 18, delete “29” and insert “31”.

7 Delete lines 40 through 45 and delete pages 11 through 20.

8 On page 21, delete lines 1 through 14.

9 In line 18, delete “37a” and insert “32”.

10 In line 20, delete “38” and insert “33”.

11 In line 23, delete “to allow for repairs or improvements to the home” and
12 insert “within the marina”.

13 In line 26, after “notice” insert “to the tenant”.

14 Delete lines 31 and 32 and insert:

15 “(a) No less than 48 hours before the move if necessary to prevent the risk
16 of serious and imminent harm to persons or property within the marina;
17 or”.

18 In line 34, after “must” insert “:

19 “(a)”.

20 After line 35 insert:

21 “(b) Return the floating home to its original space at the end of the re-
22 location period.”.

23 Delete lines 40 and 41 and insert:

24 “(d) If the relocation lasts more than 30 days, unless the floating home
25 cannot be restored to its original space because weather or water conditions
26 are unsafe, actual damages based on a decrease in value or quality of the
27 temporary location;”.

28 In line 42, delete “slip” and insert “space”.

29 On page 22, delete lines 2 through 4.

30 In line 5, delete “(8)” and insert “(7)”.

1 In line 7, delete “(9)” and insert “(8)”.

2 In line 9, delete “39” and insert “34”.

3 On page 23, line 42, delete “40” and insert “35”.

4 On page 24, line 12, delete the comma and insert a period.

5 Delete lines 13 and 14.

6 In line 20, after “with” delete the rest of the line and lines 21 through
7 23 and insert “:

8 “(a) Reasonable notice to inspect a tree.

9 “(b) Reasonable written notice to maintain a tree and, except as necessary
10 to avoid an imminent and serious harm to persons or property, a reasonable
11 opportunity for the tenant to maintain the tree. The notice must specify any
12 tree that the landlord intends to remove.”.

13 Delete lines 38 through 45 and delete pages 25 through 45.

14 On page 46, delete lines 1 through 7 and insert:

15 **“SECTION 36.** ORS 90.675, as amended by section 10, chapter 1, Oregon
16 Laws 2019 (Enrolled Senate Bill 608), is amended to read:

17 “90.675. (1) As used in this section:

18 “(a) ‘Current market value’ means the amount in cash, as determined by
19 the county assessor, that could reasonably be expected to be paid for per-
20 sonal property by an informed buyer to an informed seller, each acting
21 without compulsion in an arm’s-length transaction occurring on the assess-
22 ment date for the tax year or on the date of a subsequent reappraisal by the
23 county assessor.

24 “(b) ‘Dispose of the personal property’ means that, if reasonably appro-
25 priate, the landlord may throw away the property or may give it without
26 consideration to a nonprofit organization or to a person unrelated to the
27 landlord. The landlord may not retain the property for personal use or ben-
28 efit.

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

1 “(d) ‘Of record’ means:

2 “(A) For a manufactured dwelling, that a security interest has been
3 properly recorded in the records of the Department of Consumer and Busi-
4 ness Services pursuant to ORS 446.611 or on a certificate of title issued by
5 the Department of Transportation prior to May 1, 2005.

6 “(B) For a floating home, that a security interest has been properly re-
7 corded with the State Marine Board pursuant to ORS 830.740 to 830.755 for
8 a home registered and titled with the board pursuant to ORS 830.715.

9 “(e) ‘Personal property’ means only a manufactured dwelling or floating
10 home located in a facility and subject to ORS 90.505 to 90.850. ‘Personal
11 property’ does not include goods left inside a manufactured dwelling or
12 floating home or left upon a rented space and subject to disposition under
13 ORS 90.425.

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

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

24 “(b) The tenant has been absent from the premises continuously for seven
25 days after termination of a tenancy by a court order that has not been exe-
26 cuted; or

27 “(c) The landlord receives possession of the premises from the sheriff
28 following restitution pursuant to ORS 105.161.

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

1 must be:

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

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

4 “(A) The premises;

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

7 “(C) The most recent forwarding address if provided by the tenant or ac-
8 tually known to the landlord.

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

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

12 “(B) The tax collector of the county where the personal property is lo-
13 cated; and

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

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

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

21 “(A) Actually known to the landlord;

22 “(B) Of record; and

23 “(C) Provided to the landlord by the lienholder in a written notice that
24 identifies the personal property subject to the lien and that was sent to the
25 landlord by certified mail with return receipt requested within the preceding
26 five years. The notice must identify the personal property by describing the
27 physical address of the property.

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

30 “(a) The personal property left upon the premises is considered aban-

1 doned;

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

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

6 “(d) The tenant or any lienholder, except as provided by subsection (19)
7 of this section, may arrange for removal of the personal property by con-
8 tacting the landlord at a described telephone number or address on or before
9 the specified date;

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

13 “(f) If the personal property is considered to be abandoned pursuant to
14 subsection (2)(a) or (b) of this section, the landlord may require payment of
15 storage charges, as provided by subsection (7)(b) of this section, prior to re-
16 leasing the personal property to the tenant or any lienholder;

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

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

27 “(i) If applicable, there is a lienholder that has a right to claim the per-
28 sonal property, except as provided by subsection (19) of this section.

29 “(6) For purposes of subsection (5) of this section, the specified date by
30 which a tenant or lienholder must contact a landlord to arrange for the

1 disposition of abandoned personal property must be not less than 45 days
2 after personal delivery or mailing of the notice.

3 “(7) After notifying the tenant as required by subsection (3) of this sec-
4 tion, the landlord:

5 “(a) Shall store the abandoned personal property of the tenant on the
6 rented space and shall exercise reasonable care for the personal property;
7 and

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

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

25 “(9) Except as provided in subsections (19) to [(21)] **(22)** of this section,
26 if the tenant or lienholder does not respond within the time provided by the
27 landlord’s notice, or the tenant or lienholder does not remove the personal
28 property within 30 days after responding to the landlord or by any date
29 agreed to with the landlord, whichever is later, the personal property is
30 conclusively presumed to be abandoned. The tenant and any lienholder that

1 have been given notice pursuant to subsection (3) or (4) of this section shall,
2 except with regard to the distribution of sale proceeds pursuant to subsection
3 (13) of this section, have no further right, title or interest to the personal
4 property and may not claim or sell the property.

5 “(10) If the personal property is presumed to be abandoned under sub-
6 section (9) of this section, the landlord then may:

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

9 “(A) The landlord may seek to transfer ownership of record of the per-
10 sonal property by complying with the requirements of the appropriate state
11 agency; and

12 “(B) The landlord shall:

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

15 “(I) That the personal property is abandoned;

16 “(II) The tenant’s name;

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

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

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

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

25 “(ii) At a reasonable time prior to the sale, give a copy of the notice re-
26 quired by sub-subparagraph (i) of this subparagraph to the tenant and to any
27 lienholder, by personal delivery or first class mail, except that for any
28 lienholder, mail service must be by first class mail with certificate of mail-
29 ing;

30 “(iii) Obtain an affidavit of publication from the newspaper to show that

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

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

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

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

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

19 “(12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord inten-
20 tionally misrepresents the condition of personal property, the landlord is not
21 liable for the condition of the personal property to:

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

24 “(b) A person or nonprofit organization to whom the landlord gives the
25 personal property pursuant to subsection (1)(b), (10)(b) or (11)(b) of this sec-
26 tion.

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 sub-

1 section, the landlord shall remit the remaining proceeds, if any, to the
2 county tax collector to the extent of any unpaid property taxes and assess-
3 ments owed on the dwelling or home.

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

8 “(d) After deducting the amounts listed in paragraphs (a), (b) and (c) of
9 this subsection, if applicable, the landlord shall remit to the tenant the re-
10 maining proceeds, if any, together with an itemized accounting.

11 “(e) If the tenant cannot after due diligence be found, the landlord shall
12 deposit the remaining proceeds with the county treasurer of the county in
13 which the sale occurred. If not claimed within three years, the deposited
14 proceeds revert to the general fund of the county and are available for gen-
15 eral purposes.

16 “(14) The county tax collector and the Department of Revenue shall can-
17 cel all unpaid property taxes and special assessments as provided under ORS
18 305.155 and 311.790 only under one of the following circumstances:

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

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

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

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

27 “(C) The proceeds of the sale are insufficient to satisfy the unpaid prop-
28 erty taxes and assessments owed on the personal property after distribution
29 of the proceeds pursuant to subsection (13) of this section.

30 “(d) The landlord buys the personal property at a sale described under

1 subsection (11) of this section and sells the property, in compliance with
2 subsection (15) of this section, to a buyer who intends to occupy the property
3 in the facility in which the property is located.

4 “(e) The landlord acquires the personal property as a result of an agree-
5 ment described in subsection [(23)] (24) of this section and sells the property,
6 in compliance with subsection (15) of this section, to a buyer who intends
7 to occupy the property in the facility in which the property is located.

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

9 “(A) There exists a lien on the personal property for unpaid property
10 taxes and special assessments owed to a county or to the Department of
11 Revenue and the landlord files an affidavit or declaration with the county
12 tax collector or the Department of Revenue, as appropriate, that states:

13 “(i) The landlord’s intent to sell the property in an arm’s-length trans-
14 action to an unrelated buyer who intends to occupy the property in the fa-
15 cility in which the property is located; and

16 “(ii) That the landlord shall comply with the requirements of this sub-
17 section; and

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

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

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

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

29 “(b) After a landlord files the affidavit or declaration under paragraph
30 (a)(A) of this subsection, the county tax collector shall provide to the land-

1 lord a title to the property that the landlord may then provide to a buyer
2 at the time of the sale of the property.

3 “(c) The affidavit or declaration described in paragraph (a)(B) of this
4 subsection must be accompanied by:

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

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

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

14 “(d) Upon a showing of compliance with paragraph (c) of this subsection,
15 the county tax collector or the Department of Revenue shall cancel all un-
16 paid taxes or tax liens on the property.

17 “(16) The landlord is not responsible for any loss to the tenant or
18 lienholder resulting from storage of personal property in compliance with
19 this section unless the loss was caused by the landlord’s deliberate or
20 negligent act. In the event of a deliberate and malicious violation, the land-
21 lord is liable for twice the actual damages sustained by the tenant or
22 lienholder.

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

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

28 “(a) The tenant is relieved of any liability for damage to the premises
29 caused by conduct that was not deliberate, intentional or grossly negligent
30 and for unpaid rent and may recover from the landlord up to twice the actual

1 damages sustained by the tenant;

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

6 “(c) A county tax collector aggrieved by the noncompliance may recover
7 from the landlord the actual damages sustained by the tax collector, if the
8 noncompliance is part of an effort by the landlord to defraud the tax col-
9 lector. ORS 90.255 does not authorize an award of attorney fees to the pre-
10 vailing party in any action arising under this paragraph.

11 “(19) The provisions of this section regarding the rights and responsibil-
12 ities of a tenant to the abandoned personal property also apply to any
13 lienholder, except that the lienholder may not sell or remove the dwelling
14 or home unless:

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

17 “(b) The tenant or a personal representative or designated person de-
18 scribed in subsection (21) of this section has waived all rights under this
19 section pursuant to subsection [(23)] **(24)** of this section; or

20 “(c) The notice and response periods provided by subsections (6) and (8)
21 of this section have expired.

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

1 “(b) The lienholder’s right to a storage agreement arises upon the failure
2 of the tenant or, in the case of a deceased tenant, the personal represen-
3 tative, designated person, heir or devisee to remove or sell the dwelling or
4 home within the allotted time.

5 “(c) To exercise the right to a storage agreement under this subsection,
6 in addition to contacting the landlord with a timely response as described
7 in paragraph (a) of this subsection, the lienholder must enter into the pro-
8 posed storage agreement within 60 days after the landlord gives a copy of the
9 agreement to the lienholder. The landlord shall give a copy of the proposed
10 storage agreement to the lienholder in the same manner as provided by sub-
11 section (4)(b) of this section. The landlord may include a copy of the pro-
12 posed storage agreement with the notice of abandoned property required by
13 subsection (4) of this section. A lienholder enters into a storage agreement
14 by signing a copy of the agreement provided by the landlord and personally
15 delivering or mailing the signed copy to the landlord within the 60-day pe-
16 riod. **If the tenancy is in a marina, the proposed storage agreement is**
17 **conditioned upon the tenant not electing to enter into a storage**
18 **agreement under subsection (22) of this section.**

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

21 “(A) The lienholder make timely periodic payment of all storage charges,
22 as described in subsection (7)(b) of this section, accruing from the com-
23 mencement of the 45-day period described in subsection (6) of this section.
24 A storage charge may include a utility or service charge, as described in
25 ORS 90.532, if limited to charges for electricity, water, sewer service and
26 natural gas and if incidental to the storage of personal property. A storage
27 charge may not be due more frequently than monthly;

28 “(B) The lienholder pay a late charge or fee for failure to pay a storage
29 charge by the date required in the agreement, if the amount of the late
30 charge is no greater than for late charges imposed on facility tenants;

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

5 “(D) The lienholder repair any defects in the physical condition of the
6 personal property that existed prior to the lienholder entering into the stor-
7 age agreement, if the defects and necessary repairs are reasonably described
8 in the storage agreement and, for homes that were first placed on the space
9 within the previous 24 months, the repairs are reasonably consistent with
10 facility standards in effect at the time of placement. The lienholder shall
11 have 90 days after entering into the storage agreement to make the repairs.
12 Failure to make the repairs within the allotted time constitutes a violation
13 of the storage agreement and the landlord may terminate the agreement by
14 giving at least 14 days’ written notice to the lienholder stating facts suffi-
15 cient to notify the lienholder of the reason for termination. Unless the
16 lienholder corrects the violation within the notice period, the agreement
17 terminates as provided and the landlord may sell or dispose of the property
18 without further notice to the lienholder.

19 “(e) Notwithstanding subsection (7)(b) of this section, a landlord may in-
20 crease the storage charge if the increase is part of a facility-wide rent in-
21 crease for all facility tenants, the increase is no greater than the increase
22 for other tenants and the landlord gives the lienholder written notice con-
23 sistent with the requirements of ORS 90.600.

24 “(f) During the term of an agreement described under this subsection, the
25 lienholder has the right to remove or sell the property, subject to the pro-
26 visions of the lien. Selling the property includes a sale to a purchaser who
27 wishes to leave the property on the rented space and become a tenant, sub-
28 ject to the provisions of ORS 90.680. The landlord may condition approval
29 for occupancy of any purchaser of the property upon payment of all unpaid
30 storage charges and maintenance costs.

1 “(g)(A) Except as provided in paragraph (d)(D) of this subsection, if the
2 lienholder violates the storage agreement, the landlord may terminate the
3 agreement by giving at least 90 days’ written notice to the lienholder stating
4 facts sufficient to notify the lienholder of the reason for the termination.
5 Unless the lienholder corrects the violation within the notice period, the
6 agreement terminates as provided and the landlord may sell or dispose of the
7 property without further notice to the lienholder.

8 “(B) After a landlord gives a termination notice pursuant to subparagraph
9 (A) of this paragraph for failure of the lienholder to pay a storage charge
10 and the lienholder corrects the violation, if the lienholder again violates the
11 storage agreement by failing to pay a subsequent storage charge, the land-
12 lord may terminate the agreement by giving at least 30 days’ written notice
13 to the lienholder stating facts sufficient to notify the lienholder of the reason
14 for termination. Unless the lienholder corrects the violation within the no-
15 tice period, the agreement terminates as provided and the landlord may sell
16 or dispose of the property without further notice to the lienholder.

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

21 “(h) Upon the failure of a lienholder to enter into a storage agreement
22 as provided by this subsection or upon termination of an agreement, unless
23 the parties otherwise agree or the lienholder has sold or removed the prop-
24 erty, the landlord may sell or dispose of the property pursuant to this section
25 without further notice to the lienholder.

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

29 “(a) The provisions of this section regarding the rights and responsibil-
30 ities of a tenant to the abandoned personal property shall apply to any per-

1 sonal representative named in a will or appointed by a court to act for the
2 deceased tenant or any person designated in writing by the tenant to be
3 contacted by the landlord in the event of the tenant's death.

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

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

6 “(B) Personally delivered or sent by first class mail to any personal rep-
7 resentative or designated person if actually known to the landlord.

8 “(c) The notice described in subsection (5) of this section must refer to
9 any personal representative or designated person, instead of the deceased
10 tenant, and must incorporate the provisions of this subsection.

11 “(d) If a personal representative, designated person or other person enti-
12 tled to possession of the property, such as an heir or devisee, responds by
13 actual notice to a landlord within the 45-day period provided by subsection
14 (6) of this section and so requests, the landlord shall enter into a written
15 storage agreement with the representative or person providing that the per-
16 sonal property may not be sold or disposed of by the landlord for up to 90
17 days or until conclusion of any probate proceedings, whichever is later. A
18 storage agreement entitles the representative or person to store the personal
19 property on the previously rented space during the term of the agreement,
20 but does not entitle anyone to occupy the personal property. If such an
21 agreement is entered, the landlord may not enter a similar agreement with
22 a lienholder pursuant to subsection (20) of this section until the agreement
23 with the personal representative or designated person ends.

24 “(e) If a personal representative or other person requests that a landlord
25 enter into a storage agreement, subsection (20)(c) to (e) and (g)(C) of this
26 section applies, with the representative or person having the rights and re-
27 sponsibilities of a lienholder with regard to the storage agreement.

28 “(f) During the term of an agreement described under paragraph (d) of
29 this subsection, the representative or person has the right to remove or sell
30 the property, including a sale to a purchaser or a transfer to an heir or

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

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

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

19 **“(22)(a) If a tenant of a marina makes a timely response to a notice**
20 **of abandoned personal property pursuant to subsections (6) and (8) of**
21 **this section and so requests, and has not entered into a storage**
22 **agreement under ORS 90.545 (7), a landlord shall enter into a written**
23 **storage agreement with the tenant providing that the personal prop-**
24 **erty may not be sold or disposed of by the landlord for up to 12**
25 **months. A storage agreement entitles the tenant to store the personal**
26 **property on the previously rented space during the term of the agree-**
27 **ment but does not entitle anyone to occupy the personal property.**

28 **“(b) To exercise the right to a storage agreement under this sub-**
29 **section, in addition to contacting the landlord with a timely response**
30 **as described in paragraph (a) of this subsection, the tenant must enter**

1 into the proposed storage agreement within 60 days after the landlord
2 gives a copy of the agreement to the tenant. The landlord shall give
3 a copy of the proposed storage agreement to the tenant in the same
4 manner as provided by subsection (3) of this section. The landlord may
5 include a copy of the proposed storage agreement with the notice of
6 abandoned property required by subsection (3) of this section. A tenant
7 enters into a storage agreement by signing a copy of the agreement
8 provided by the landlord and personally delivering or mailing the
9 signed copy to the landlord within the 60-day period.

10 “(c) The storage agreement may require, in addition to other pro-
11 visions agreed to by the landlord and the tenant, that:

12 “(A) The tenant make timely periodic payment of all storage
13 charges, as described in subsection (7)(b) of this section, accruing from
14 the commencement of the 45-day period described in subsection (6) of
15 this section. A storage charge may include a utility or service charge,
16 as described in ORS 90.532, if limited to charges for electricity, water,
17 sewer service and natural gas and if incidental to the storage of per-
18 sonal property. A storage charge may not be due more frequently than
19 monthly.

20 “(B) The tenant pay a late charge or fee for failure to pay a storage
21 charge by the date required in the agreement, if the amount of the late
22 charge is no greater than for late charges imposed on facility tenants.

23 “(C) The tenant maintain the personal property and the space on
24 which the personal property is stored in a manner consistent with the
25 rights and obligations described in the rental agreement that the
26 landlord currently provides to tenants as required by ORS 90.510 (4).

27 “(D) The tenant repair any defects in the physical condition of the
28 personal property that existed prior to the tenant entering into the
29 storage agreement, except repair the float of the home, if the defects
30 and necessary repairs are reasonably described in the storage agree-

1 ment and, for homes that were first placed on the space within the
2 previous 24 months, the repairs are reasonably consistent with facility
3 standards in effect at the time of placement. The tenant shall have 90
4 days after entering into the storage agreement to make the repairs.
5 Failure to make the repairs within the allotted time constitutes a vi-
6 olation of the storage agreement and the landlord may terminate the
7 agreement by giving at least 14 days' written notice to the tenant
8 stating facts sufficient to notify the tenant of the reason for termi-
9 nation. Unless the tenant corrects the violation within the notice
10 period, the agreement terminates as provided and the landlord may
11 sell or dispose of the property without further notice to the tenant.

12 “(d) Notwithstanding subsection (7)(b) of this section, a landlord
13 may increase the storage charge if the increase is part of a facility-
14 wide rent increase for all facility tenants, the increase is no greater
15 than the increase for other tenants and the landlord gives the tenant
16 written notice consistent with the requirements of ORS 90.600.

17 “(e) During the term of an agreement described under this sub-
18 section, the tenant has the right to remove or sell the property. Selling
19 the property includes a sale to a purchaser who wishes to leave the
20 property on the rented space and become a tenant, subject to the
21 provisions of ORS 90.680. The landlord may condition approval for oc-
22 cupancy of any purchaser of the property upon payment of all unpaid
23 storage charges and maintenance costs.

24 “(f)(A) Except as provided in paragraph (c)(D) of this subsection, if
25 the tenant violates the storage agreement, the landlord may terminate
26 the agreement by giving at least 90 days' written notice to the tenant
27 stating facts sufficient to notify the tenant of the reason for the ter-
28 mination. Unless the tenant corrects the violation within the notice
29 period, the agreement terminates as provided and the landlord may
30 sell or dispose of the property without further notice to the tenant.

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

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

15 **“(g) Upon the failure of a tenant to enter into a storage agreement**
16 **as provided by this subsection or upon termination of an agreement,**
17 **unless the parties otherwise agree, the landlord may sell or dispose of**
18 **the property pursuant to this section without further notice to the**
19 **tenant after providing at least 15 days’ written notice to any lienholder**
20 **to enter into a storage agreement under subsection (20) of this section.**

21 **“[(22)] (23) If a governmental agency determines that the condition of**
22 **personal property abandoned under this section constitutes an extreme**
23 **health or safety hazard under state or local law and the agency determines**
24 **that the hazard endangers others in the facility and requires quick removal**
25 **of the property, the landlord may sell or dispose of the property pursuant to**
26 **this subsection. The landlord shall comply with all provisions of this section,**
27 **except as follows:**

28 **“(a) The date provided in subsection (6) of this section by which a tenant,**
29 **lienholder, personal representative or designated person must contact a**
30 **landlord to arrange for the disposition of the property must be not less than**

1 15 days after personal delivery or mailing of the notice required by sub-
2 section (3) of this section.

3 “(b) The date provided in subsections (8) and (9) of this section by which
4 a tenant, lienholder, personal representative or designated person must re-
5 move the property must be not less than seven days after the tenant,
6 lienholder, personal representative or designated person contacts the land-
7 lord.

8 “(c) The notice required by subsection (3) of this section must be as pro-
9 vided in subsection (5) of this section, except that:

10 “(A) The dates and deadlines in the notice for contacting the landlord and
11 removing the property must be consistent with this subsection;

12 “(B) The notice must state that a governmental agency has determined
13 that the property constitutes an extreme health or safety hazard and must
14 be removed quickly; and

15 “(C) The landlord shall attach a copy of the agency’s determination to the
16 notice.

17 “(d) If the tenant, a lienholder or a personal representative or designated
18 person does not remove the property within the time allowed, the landlord
19 or a buyer at a sale by the landlord under subsection (11) of this section
20 shall promptly remove the property from the facility.

21 “(e) A landlord is not required to enter into a storage agreement with a
22 lienholder, personal representative or designated person pursuant to sub-
23 section (20) of this section.

24 “[~~(23)(a)~~] **(24)(a)** A landlord may sell or dispose of a tenant’s abandoned
25 personal property without complying with the provisions of this section if,
26 after termination of the tenancy or no more than seven days prior to the
27 termination of the tenancy, the following parties so agree in a writing en-
28 tered into in good faith:

29 “(A) The landlord;

30 “(B) The tenant, or for an abandonment as the result of the death of a

1 tenant who was the only tenant, the personal representative, designated
2 person or other person entitled to possession of the personal property, such
3 as an heir or devisee, as described in subsection (21) of this section; and

4 “(C) Any lienholder.

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

9 “[~~(24)~~] **(25)** Until personal property is conclusively presumed to be aban-
10 doned under subsection (9) of this section, a landlord does not have a lien
11 pursuant to ORS 87.152 for storing the personal property.

12

13 **“FACILITY REMEDIES FOR RENTAL AGREEMENT VIOLATIONS**

14

15 **“SECTION 37.** ORS 90.302 is amended to read:

16 “90.302. (1) A landlord may not charge a fee at the beginning of the
17 tenancy for an anticipated landlord expense and may not require the payment
18 of any fee except as provided in this section. A fee must be described in a
19 written rental agreement.

20 “(2) A landlord may charge a tenant a fee for each occurrence of the
21 following:

22 “(a) A late rent payment, pursuant to ORS 90.260.

23 “(b) A dishonored check, pursuant to ORS 30.701 (5). The amount of the
24 fee may not exceed the amount described in ORS 30.701 (5) plus any amount
25 that a bank has charged the landlord for processing the dishonored check.

26 “(c) Removal or tampering with a properly functioning smoke alarm,
27 smoke detector or carbon monoxide alarm, as provided in ORS 90.325 (2). The
28 landlord may charge a fee of up to \$250 unless the State Fire Marshal as-
29 sesses the tenant a civil penalty for the conduct under ORS 479.990 or under
30 ORS 105.836 to 105.842 and 476.725.

1 “(d) The violation of a written pet agreement or of a rule relating to pets
2 in a facility, pursuant to ORS 90.530.

3 “(e) The abandonment or relinquishment of a dwelling unit during a fixed
4 term tenancy without cause. The fee may not exceed one and one-half times
5 the monthly rent. A landlord may not assess a fee under this paragraph if
6 the abandonment or relinquishment is pursuant to ORS 90.453 (2), 90.472 or
7 90.475. If the landlord assesses a fee under this paragraph:

8 “(A) The landlord may not recover unpaid rent for any period of the fixed
9 term tenancy beyond the date that the landlord knew or reasonably should
10 have known of the abandonment or relinquishment;

11 “(B) The landlord may not recover damages related to the cost of renting
12 the dwelling unit to a new tenant; and

13 “(C) ORS 90.410 (3) does not apply to the abandonment or relinquishment.

14 “(3)(a) A landlord may charge a tenant a fee under this subsection for a
15 second noncompliance or for a subsequent noncompliance with written rules
16 or policies that describe the prohibited conduct and the fee for a second
17 noncompliance, and for any third or subsequent noncompliance, that occurs
18 within one year after a written warning notice described in subparagraph (A)
19 of this paragraph. Except as provided in paragraph (b)(G) or (H) of this
20 subsection, the fee may not exceed \$50 for the second noncompliance within
21 one year after the warning notice for the same or a similar noncompliance
22 or \$50 plus five percent of the rent payment for the current rental period for
23 a third or subsequent noncompliance within one year after the warning no-
24 tice for the same or a similar noncompliance. The landlord:

25 “(A) Shall give a tenant a written warning notice that describes:

26 “(i) A specific noncompliance before charging a fee for a second or sub-
27 sequent noncompliance for the same or similar conduct; and

28 “(ii) The amount of the fee for a second noncompliance, and for any sub-
29 sequent noncompliance, that occurs within one year after the warning notice.

30 “(B) Shall give a tenant a written notice describing the noncompliance

1 when assessing a fee for a second or subsequent noncompliance that occurs
2 within one year after the warning notice.

3 “(C) Shall give a warning notice for a noncompliance or assess a fee for
4 a second or subsequent noncompliance within 30 days after the act consti-
5 tuting noncompliance.

6 “(D) May terminate a tenancy for a noncompliance consistent with this
7 chapter instead of assessing a fee under this subsection, but may not assess
8 a fee and terminate a tenancy for the same noncompliance.

9 “(E) May not deduct a fee assessed pursuant to this subsection from a
10 rent payment for the current or a subsequent rental period.

11 “(b) A landlord may charge a tenant a fee for occurrences of noncompli-
12 ance with written rules or policies as provided in paragraph (a) of this sub-
13 section for the following types of noncompliance:

14 “(A) The late payment of a utility or service charge that the tenant owes
15 the landlord as described in ORS 90.315.

16 “(B) Failure to clean up pet waste from a part of the premises other than
17 the dwelling unit.

18 “(C) Failure to clean up the waste of a service animal or a companion
19 animal from a part of the premises other than the dwelling unit.

20 “(D) Failure to clean up garbage, rubbish and other waste from a part of
21 the premises other than the dwelling unit.

22 “(E) Parking violations.

23 “(F) The improper use of vehicles within the premises.

24 “(G) Smoking in a clearly designated nonsmoking unit or area of the
25 premises. The fee for a second or any subsequent noncompliance under this
26 subparagraph may not exceed \$250. A landlord may not assess this fee before
27 24 hours after the required warning notice to the tenant.

28 “(H) Keeping on the premises an unauthorized pet capable of causing
29 damage to persons or property, as described in ORS 90.405. The fee for a
30 second or any subsequent noncompliance under this subparagraph may not

1 exceed \$250. A landlord may not assess this fee before 48 hours after the
2 required warning notice to the tenant.

3 “(4) A landlord may not be required to account for or return to the tenant
4 any fee.

5 “(5) Except as provided in subsection (2)(e) of this section, a landlord may
6 not charge a tenant any form of liquidated damages, however designated.

7 “(6) Nonpayment of a fee is not grounds for termination of a rental
8 agreement for nonpayment of rent under ORS 90.394, but is grounds for ter-
9 mination of a rental agreement for cause under ORS 90.392 or 90.630 (1).

10 “(7) This section does not apply to:

11 “(a) Attorney fees awarded pursuant to ORS 90.255;

12 “(b) Applicant screening charges paid pursuant to ORS 90.295;

13 “(c) Charges for improvements or other actions that are requested by the
14 tenant and are not required of the landlord by the rental agreement or by
15 law, including the cost to replace a key lost by a tenant;

16 “(d) Processing fees charged to the landlord by a credit card company and
17 passed through to the tenant for the use of a credit card by the tenant to
18 make a payment when:

19 “(A) The credit card company allows processing fees to be passed through
20 to the credit card holder; and

21 “(B) The landlord allows the tenant to pay in cash or by check;

22 “(e) A requirement by a landlord in a written rental agreement that a
23 tenant obtain and maintain renter’s liability insurance pursuant to ORS
24 90.222; or

25 “(f) Assessments, as defined in ORS 94.550 and 100.005, for a dwelling unit
26 that is within a homeowners association organized under ORS 94.625 or an
27 association of unit owners organized under ORS 100.405, respectively, if:

28 “(A) The assessments are imposed by the association on a landlord who
29 owns a dwelling unit within the association and the landlord passes the as-
30 sessments through to a tenant of the unit;

1 “(B) The assessments are imposed by the association on any person for
2 expenses related to moving into or out of a unit located within the associ-
3 ation;

4 “(C) The landlord sets forth the assessment requirement in the written
5 rental agreement at the commencement of the tenancy; and

6 “(D) The landlord gives a copy of the assessment the landlord receives
7 from the association to the tenant before or at the time the landlord charges
8 the tenant.

9 “(8) If a landlord charges a tenant a fee in violation of this section, the
10 tenant may recover twice the actual damages of the tenant or \$300, which-
11 ever is greater. This penalty does not apply to fees described in subsection
12 (2) of this section.

13 **“(9) The landlord may unilaterally amend a rental agreement for a**
14 **facility subject to ORS 90.505 to 90.850 to impose fees authorized by**
15 **subsection (3) of this section upon a 90-day written notice to the ten-**
16 **ant, except that a marina landlord may not impose a noncompliance**
17 **fee for parking under subsection (3)(b)(E) of this section.**

18 **“SECTION 38.** ORS 90.630, as amended by section 22, chapter 820, Oregon
19 Laws 2015, is amended to read:

20 “90.630. (1) Except as provided in subsection [(4)] **(5)** of this section, the
21 landlord may terminate a rental agreement [*that is a month-to-month or fixed*
22 *term tenancy*] for space for a manufactured dwelling or floating home by
23 giving to the tenant not less than 30 days’ notice in writing before the **ter-**
24 **mination** date designated in the notice, [*for termination*] if the tenant:

25 “(a) **Materially** violates a law [*or ordinance*] related to the tenant’s con-
26 duct as a tenant, [*including but not limited to a material noncompliance with*
27 *ORS 90.740*];

28 “(b) **Materially** violates a [*rule or*] rental agreement provision related to
29 the tenant’s conduct as a tenant and imposed as a condition of occupancy[,
30 *including but not limited to a material noncompliance with a rental agreement*

1 *regarding a program of recovery in drug and alcohol free housing*];

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

3 “(d) Fails to pay a:

4 “(A) Late charge pursuant to ORS 90.260;

5 “(B) Fee pursuant to ORS 90.302; or

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

7 “(2) A violation making a tenant subject to termination under subsection
8 (1) of this section includes a tenant’s failure to maintain the space as re-
9 quired by law, [*ordinance,*] rental agreement or rule, but does not include the
10 physical condition of the dwelling or home. Termination of a rental agree-
11 ment based upon the physical condition of a dwelling or home [*shall only*
12 *be*] **may only occur** as provided in ORS 90.632.

13 “(3) The notice required by subsection (1) of this section [*shall*] **must**
14 state:

15 “(a) **That the tenancy will terminate on a designated termination**
16 **date;**

17 “(b) Facts sufficient to notify the tenant of the reasons for termination
18 of the tenancy; [*and state*]

19 “(c) That the tenant may avoid termination by correcting the violation
20 [*as provided in subsection (4) of this section.*] **by a designated date that is:**

21 “(A) **At least 30 days after delivery of the notice; or**

22 “(B) **If the violation involves conduct that was a separate and dis-**
23 **tinct act or omission and is not ongoing, at least three days after de-**
24 **livery of the notice;**

25 “(d) **If a date to correct is given under paragraph (c)(B) of this**
26 **subsection, that the violation is conduct that is a separate and distinct**
27 **violation and that the date designated for correcting the violation is**
28 **different from the termination date; and**

29 “(e) **At least one possible method by which the tenant may correct**
30 **the violation.**

1 **“(4) For the purposes of subsection (3) of this section, conduct is**
2 **ongoing if:**

3 **“(a) The conduct is constant or persistent or has been sufficiently**
4 **repetitive over time that a reasonable person would consider the con-**
5 **duct to be ongoing; and**

6 **“(b) The violation does not involve a pet or assistance animal.**

7 **“[(4)] (5) [The tenant may avoid termination of the tenancy by correcting]**
8 **The tenancy terminates on the termination date unless the tenant**
9 **corrects the violation [within the 30-day period specified] by the designated**
10 **date in subsection [(1)] (3)(c) of this section. If the notice fails to desig-**
11 **nate a date for correcting the violation, the violation must be cor-**
12 **rected by the termination date.**

13 **“(6) [However, if] Notwithstanding subsection (3) of this section, if a**
14 **tenant avoids termination as described in subsection (5) of this section**
15 **and substantially the same act or omission that constituted a prior violation**
16 **of which notice was given recurs within six months after the termination**
17 **date [of] designated in the original notice, the landlord may terminate the**
18 **tenancy upon at least 20 days’ written notice before the termination date**
19 **designated in the new notice specifying the violation [and the date of ter-**
20 **mination of the tenancy] and stating that the tenant has no right to**
21 **correct the violation and avoid termination.**

22 **“[(5)] (7) Notwithstanding [subsection (3) or (4)] subsections (3) to (5)**
23 **of this section, a tenant who is given a notice of termination under sub-**
24 **section (1)(c) of this section does not have a right to correct the violation.**
25 **A notice given to a tenant under subsection (1)(c) of this section must state**
26 **that the tenant does not have a right to avoid the termination.**

27 **“[(6)] (8) This section does not limit a landlord’s right to terminate a**
28 **tenancy [for nonpayment of rent under ORS 90.394 or] for other cause under**
29 **[ORS 90.380 (5)(b), 90.396, 90.398 or 90.632 by complying with ORS 105.105 to**
30 **105.168] this chapter.**

1 “[7] **(9)** A tenancy terminates on the **termination** date designated in the
2 notice and without regard to the expiration of the period for which, by the
3 terms of the rental agreement, rents are to be paid. Unless otherwise agreed,
4 rent is uniformly apportionable from day to day.

5 “[8] **(10)** Notwithstanding any other provision of this section [*or ORS*
6 *90.394, 90.396 or 90.398*], the landlord may terminate the rental agreement for
7 space for a manufactured dwelling or floating home because of repeated late
8 payment of rent by giving the tenant not less than 30 days’ notice in writing
9 before the **termination** date designated in [*that*] **the** notice [*for termination*
10 *and may take possession as provided in ORS 105.105 to 105.168*] if:

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

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

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

28 “[9] **(11)** Notwithstanding subsection [(4)] **(5)** of this section, a tenant
29 who receives a 30-day notice of termination pursuant to subsection [(8)] **(10)**
30 of this section does not have a right to correct the cause for the notice.

1 “[~~(10)~~] **(12)** The landlord may give a copy of the notice required by sub-
2 section [~~(8)~~] **(10)** of this section to any lienholder of the manufactured
3 dwelling or floating home by first class mail with certificate of mailing or
4 by any other method allowed by ORS 90.150 (2) and (3). A landlord is not
5 liable to a tenant for any damages incurred by the tenant as a result of the
6 landlord giving a copy of the notice in good faith to a lienholder. [*A*
7 *lienholder’s rights and obligations regarding an abandoned manufactured*
8 *dwelling or floating home shall be as provided under ORS 90.675.*]

9
10 **“FACILITY UTILITY BILLING METHODS**

11
12 **“SECTION 39. ORS 90.541 and 90.543 and sections 40 and 41 of this**
13 **2019 Act are added to and made a part of ORS 90.531 to 90.539.**

14 **“SECTION 40. (1) With the approval of the tenants, a landlord of a**
15 **manufactured dwelling park may amend the rental agreement to con-**
16 **vert a tenant’s billing for water and wastewater from pro rata billing**
17 **or rent-included billing to park specific billing only as provided under**
18 **this section.**

19 **“(2) Park specific billing must allocate the cost for water and**
20 **wastewater service fairly among the tenants and may not allow the**
21 **landlord to collect cumulatively from all tenants more than the pro-**
22 **vider bills to the landlord, not including any installation or repair**
23 **costs to the utility service system infrastructure required by the con-**
24 **version of billing method.**

25 **“(3)(a) Each space in a park may cast one ballot in a vote.**

26 **“(b) A landlord may convert to park specific billing only if a ma-**
27 **jority of the ballots cast in a vote approve a conversion.**

28 **“(c)(A) A ballot may include two choices:**

29 **“(i) Conversion to a park specific billing; and**

30 **“(ii) Conversion to either a pro rata billing or submeter billing.**

1 **“(B) If the ballot includes two choices, it must explain that a voter**
2 **may either vote yes for only one choice or may vote no on both**
3 **choices.**

4 **“(4) A landlord shall give the notices described in ORS 90.537 (2)(a)**
5 **at least one month prior to holding a vote under subsection (3) of this**
6 **section and shall hold a meeting described in ORS 90.537 (2)(c) at least**
7 **one week prior to holding the vote.**

8 **“SECTION 41. A landlord, upon 60 days’ written notice to a tenant,**
9 **may unilaterally amend a rental agreement to require a tenant to pay**
10 **to the landlord, as part of the utility or service charge, a pro rata**
11 **proportion of any new or increased public service charge billed to the**
12 **landlord by a utility or service provider or a local government for a**
13 **public service provided directly or indirectly to the tenant’s dwelling**
14 **unit or to the facility common areas.**

15 **“SECTION 42. ORS 90.531 is amended to read:**

16 **“90.531. As used in ORS 90.531 to 90.539:**

17 **“(1) ‘Direct billing’ means a relationship between the tenant and the**
18 **utility or service provider in which:**

19 **“(a) The provider provides the utility or service directly to the**
20 **tenant’s space, including any utility or service line, and bills the ten-**
21 **ant directly; and**

22 **“(b) The landlord does not act as a provider.**

23 **“(2) ‘Park specific billing’ means a relationship between the manu-**
24 **factured dwelling park landlord, tenant and utility or service provider**
25 **in which:**

26 **“(a) The provider provides the utility or service to the landlord;**

27 **“(b) The landlord provides the utility or service directly to the**
28 **tenant’s space; and**

29 **“(c) The landlord uses a billing method to fairly apportion the util-**
30 **ity or service as approved by a majority of the manufactured dwelling**

1 park tenants.

2 “(3) ‘Pro rata billing’ means a relationship between the landlord,
3 tenant and utility or service provider in which:

4 “(a) The provider provides the utility or service to the landlord;

5 “(b) The landlord provides the utility or service directly to the
6 tenant’s space or to a common area available to the tenant as part of
7 the tenancy; and

8 “(c) The landlord bills the tenant for a utility or service charge
9 separately from the rent in an amount determined by apportioning on
10 a pro rata basis the provider’s charge to the landlord as measured by
11 a master meter.

12 “(4) ‘Public service charge’ has the meaning given the term in ORS
13 90.315.

14 “(5) ‘Rent-included billing’ means a relationship between the land-
15 lord, 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
18 tenant’s space or to a common area available to the tenant as part of
19 the tenancy; and

20 “(c) The landlord includes the cost of the utility or service in the
21 tenant’s rent.

22 “[1] (6) ‘Submeter’ means a device owned or under the control of a
23 landlord and used to measure a utility or service actually provided to a
24 tenant at the tenant’s space.

25 “(7) ‘Submeter billing’ means a relationship between the landlord,
26 tenant and utility or service provider in which:

27 “(a) The provider provides the utility or service to the landlord;

28 “(b) The landlord provides the utility or service directly to the
29 tenant’s space; and

30 “(c) The landlord uses a submeter to measure the utility or service

1 **actually provided to the space and bills the tenant for a utility or**
2 **service charge for the amount provided.**

3 “[2] (8) ‘Utility or service’ has the meaning given that term in ORS
4 90.315.

5 **“SECTION 43.** ORS 90.532 is amended to read:

6 “90.532. (1) Subject to the policies of the utility or service provider **and**
7 **ORS 90.531 to 90.539**, a landlord may[, *except as provided in subsections (2)*
8 *to (5) of this section,*] provide for utilities or services to tenants by one or
9 more of the following billing methods:

10 “[*a*] *A relationship between the tenant and the utility or service provider*
11 *in which:]*

12 “[*A*] *The provider provides the utility or service directly to the tenant’s*
13 *space, including any utility or service line, and bills the tenant directly; and]*

14 “[*B*] *The landlord does not act as a provider.]*

15 “[*b*] *A relationship between the landlord, tenant and utility or service*
16 *provider in which:]*

17 “[*A*] *The provider provides the utility or service to the landlord;]*

18 “[*B*] *The landlord provides the utility or service directly to the tenant’s*
19 *space or to a common area available to the tenant as part of the tenancy;*
20 *and]*

21 “[*C*] *The landlord:]*

22 “[*i*] *Includes the cost of the utility or service in the tenant’s rent; or]*

23 “[*ii*] *Bills the tenant for a utility or service charge separately from the rent*
24 *in an amount determined by apportioning on a pro rata basis the provider’s*
25 *charge to the landlord as measured by a master meter.]*

26 “[*c*] *A relationship between the landlord, tenant and utility or service*
27 *provider in which:]*

28 “[*A*] *The provider provides the utility or service to the landlord;]*

29 “[*B*] *The landlord provides the utility or service directly to the tenant’s*
30 *space; and]*

1 “[(C) *The landlord uses a submeter to measure the utility or service actually*
2 *provided to the space and bills the tenant for a utility or service charge for the*
3 *amount provided.*]

4 “(a) **Direct billing;**

5 “(b) **Rent-included billing;**

6 “(c) **Pro rata billing;**

7 “(d) **Submeter billing; and**

8 “(e) **Park specific billing.**

9 “(2) A landlord may not use [*a separately charged*] pro rata
10 [*apportionment*] billing [*method as described in subsection (1)(b)(C)(ii) of this*
11 *section:*]

12 “[(a)] for garbage collection and disposal, unless the pro rata apportion-
13 ment is based upon the number and size of the garbage receptacles used by
14 the tenant.

15 “[(b) *For water service, if the rental agreement for the dwelling unit was*
16 *entered into on or after January 1, 2010, unless the landlord was using a*
17 *separately charged pro rata apportionment billing method for all tenants in the*
18 *facility immediately before January 1, 2010.*]

19 “[(c) *For sewer service, if sewer service is measured by consumption of*
20 *water and the rental agreement for the dwelling unit was entered into on or*
21 *after January 1, 2010, unless the landlord was using a separately charged pro*
22 *rata apportionment billing method for all tenants in the facility immediately*
23 *before January 1, 2010.*]

24 “[(3) *Except as allowed by subsection (2) of this section for rental agree-*
25 *ments entered into on or after January 1, 2010, a landlord and tenant may not*
26 *amend a rental agreement to convert water or sewer utility and service billing*
27 *from a method described in subsection (1)(b)(C)(i) of this section to a method*
28 *described in subsection (1)(b)(C)(ii) of this section.*]

29 “[(4) *Except as provided in ORS 90.543 (3), a landlord for a manufactured*
30 *dwelling park containing 200 or more spaces in the facility may not assess a*

1 *tenant a utility or service charge for water by using the billing method de-*
2 *scribed in subsection (1)(b)(C)(ii) of this section.]*

3 *“(5)(a) A landlord of a manufactured dwelling park built after June 23,*
4 *2011, may use only the submeter billing method described in subsection (1)(c)*
5 *of this section for the provision of water.]*

6 *“(b) A landlord of a manufactured dwelling park that expands to add*
7 *spaces after June 23, 2011, may use only the submeter billing method described*
8 *in subsection (1)(c) of this section for the provision of water to any spaces*
9 *added in excess of 200.]*

10 *“(6) (3) To assess a tenant for a utility or service charge for any billing*
11 *period using [the billing method described in subsection (1)(b)(C)(ii) or (c) of*
12 *this section] **pro rata billing, submeter billing or park specific billing,***
13 *the landlord shall give the tenant a written notice, **including notice by***
14 ***electronic means if allowed in the rental agreement’s description of***
15 ***the billing method,** stating the amount of the utility or service charge that*
16 *the tenant is to pay the landlord and the due date for making the payment.*
17 *The due date may not be before the date of service of the notice. The amount*
18 *of the charge is determined as described in ORS 90.534 or 90.536 **or section***
19 ***40 of this 2019 Act.** [If the rental agreement allows delivery of notice of a*
20 *utility or service charge by electronic means, for purposes of this subsection,*
21 *‘written notice’ includes a communication that is transmitted in a manner that*
22 *is electronic, as defined in ORS 84.004.] If the landlord includes in the notice*
23 *a statement of the rent due, the landlord shall separately and clearly state*
24 *the amount of the rent and the amount of the utility or service charge. **Any***
25 ***public service charge included in the utility or service charge under***
26 ***section 41 of this 2019 Act must be itemized separately.***

27 *“(7) (4) A utility or service charge is not rent or a fee. Nonpayment*
28 *of a utility or service charge is not grounds for termination of a rental*
29 *agreement for nonpayment of rent under ORS 90.394, but is grounds for ter-*
30 *mination of a rental agreement for cause under ORS 90.630. A landlord may*

1 not give a notice of termination of a rental agreement under ORS 90.630 for
2 nonpayment of a utility or service charge sooner than the eighth day, in-
3 cluding the first day the utility or service charge is due, after the landlord
4 gives the tenant the written notice stating the amount of the utility or ser-
5 vice charge.

6 “[8] (5) The landlord is responsible for maintaining the utility or service
7 system, including any submeter[, *consistent with ORS 90.730*]. After any in-
8 stallation or maintenance of the system **or submeter** on a tenant’s space,
9 the landlord shall restore the space to a condition that is **substantially** the
10 same as or better than the condition of the space before the installation or
11 maintenance.

12 “[9] (6) A landlord may not assess a utility or service charge for water
13 unless the water is provided to the landlord by a:

14 “(a) Public utility as defined in ORS 757.005;

15 “(b) Municipal utility operating under ORS chapter 225;

16 “(c) People’s utility district organized under ORS chapter 261;

17 “(d) Cooperative organized under ORS chapter 62;

18 “(e) Domestic water supply district organized under ORS chapter 264; or

19 “(f) Water improvement district organized under ORS chapter 552.

20 “[10] (7) A landlord that provides utilities or services only to tenants
21 of the landlord in compliance with [*this section and ORS 90.534 and 90.536*]
22 **ORS 90.531 to 90.539** is not a public utility for purposes of ORS chapter 757.

23 “[11] (8) The authority [*granted in this section for*] **of** a utility or service
24 provider to apply policy regarding the billing methods [*described in sub-*
25 *section (1) of this section*] does not authorize the utility or service provider
26 to dictate either the amount billed to tenants or the rate at which tenants
27 are billed under [*ORS 90.534 or 90.536*] **90.531 to 90.539**.

28 **“SECTION 44.** ORS 90.534 is amended to read:

29 “90.534. (1) If **allowed by** a written rental agreement [*so provides*], a
30 landlord using [*the*] pro rata billing [*method described in ORS 90.532*

1 (1)(b)(C)(ii)] may require a tenant to pay to the landlord a utility or service
2 charge that [*has been*] **was** billed by a utility or service provider to the
3 landlord for a utility or service provided directly to the tenant’s space or to
4 a common area available to the tenant as part of the tenancy. [*A landlord*
5 *may not unilaterally amend a rental agreement to convert utility and service*
6 *billing from a method described in ORS 90.532 (1)(b)(C)(i) to a method de-*
7 *scribed in ORS 90.532 (1)(b)(C)(ii).*] **A landlord may include in pro rata**
8 **billing a public service charge under section 41 of this 2019 Act.**

9 “(2)(a) As used in this subsection, ‘occupied’ means that a tenant resides
10 in the dwelling or home during each month for which the utility or service
11 is billed.

12 “(b) A [*utility or service charge that is assessed on a*] pro rata [*basis*]
13 **billing charge** to tenants for the tenants’ spaces under this section must be
14 allocated among the tenants by a method that reasonably apportions the cost
15 among the affected tenants and that is described in the rental agreement.

16 “(c) Methods that reasonably apportion the cost among the tenants in-
17 clude, but are not limited to, methods that divide the cost based on:

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

19 “(B) The number of tenants or occupants in the dwelling or home com-
20 pared with the number of tenants or occupants in the facility, if there is a
21 correlation with consumption of the utility or service; or

22 “(C) The square footage in each dwelling, home or space compared with
23 the total square footage of occupied dwellings or homes in the facility **or**
24 **the square footage of the facility**, if there is a correlation with consump-
25 tion of the utility or service.

26 “(3) A utility or service charge to be assessed to a tenant for a common
27 area must be described in the written rental agreement separately and dis-
28 tinctly from the utility or service charge for the tenant’s space.

29 “(4) A landlord may not:

30 “(a) Bill or collect more money from tenants for utilities or services than

1 the utility or service provider charges the landlord.

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

4 **“SECTION 45.** ORS 90.536 is amended to read:

5 “90.536. (1) If **allowed by** a written rental agreement [*so provides*], a
6 landlord using [*the*] submeter billing [*method described in ORS 90.532 (1)(c)*]
7 may require a tenant to pay to the landlord a utility or service charge that
8 has been billed by a utility or service provider to the landlord for utility or
9 service provided directly to the tenant’s space as measured by a submeter.

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

12 “(a) The cost of the utility or service provided to the tenant’s space and
13 under the tenant’s control, as measured by the submeter, at a rate no greater
14 than the average rate billed to the landlord by the utility or service provider,
15 not including any base or service charge;

16 “(b) The cost of any sewer service for wastewater as a percentage of the
17 tenant’s water charge as measured by a submeter, if the utility or service
18 provider charges the landlord for sewer service as a percentage of water
19 provided;

20 “(c) A pro rata portion of the cost of sewer service for storm water and
21 wastewater if the utility or service provider does not charge the landlord for
22 sewer service as a percentage of water provided;

23 **“(d) A pro rata portion of any public service charge assessed to the
24 landlord under section 41 of this 2019 Act;**

25 “[*d*] (e) A pro rata portion of costs to provide a utility or service to a
26 common area;

27 “[*e*] (f) A pro rata portion of any base or service charge billed to the
28 landlord by the utility or service provider, including but not limited to any
29 tax passed through by the provider; and

30 “[*f*] (g) A pro rata portion of the cost to read water meters and to bill

1 tenants for water if:

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

4 “(B) **The third party service charge does not include any other**
5 **costs, including costs for repairs, maintenance, inspections or col-**
6 **lection efforts; and**

7 “[*B*] (C) The landlord allows the tenants to inspect the third party’s
8 billing records as provided by ORS 90.538.

9 “(3) Except as provided in subsection (2) of this section, the landlord may
10 not bill or collect more money from tenants for utilities or services than the
11 utility or service provider charges the landlord. A utility or service charge
12 to be assessed to a tenant under this section may not include any additional
13 charge, including any costs of the landlord, for the installation or mainte-
14 nance of the utility or service system or any profit for the landlord.

15 “**SECTION 46.** ORS 90.537 is amended to read:

16 “90.537. (1) A landlord may unilaterally amend a rental agreement **as**
17 **provided in this section** to convert a tenant’s existing utility or service
18 billing method **for water or wastewater:**

19 “(a) From [*a method described in ORS 90.532 (1)(b) to a*] **rent-included**
20 **billing or pro rata billing to** submeter billing [*method described in ORS*
21 *90.532 (1)(c).*]; **or**

22 “(b) **From rent-included billing to pro rata billing.** [*The landlord must*
23 *give the tenant not less than 180 days’ written notice before converting to a*
24 *submeter billing method.*]

25 “(2) **At least one month prior to installing submeters for a billing**
26 **conversion under subsection (1)(a) of this section or prior to conver-**
27 **sion to pro rata billing under subsection (1)(b) of this section, the**
28 **landlord shall:**

29 “(a) **Deliver to each tenant a written notice that describes:**

30 “(A) **The landlord’s intention to convert the water billing method;**

1 **“(B) The proposed new water and wastewater billing method;**
2 **“(C) The reason for the conversion; and**
3 **“(D) The process and schedule for the conversion, including the**
4 **date, time and location of the meeting described in paragraph (c) of**
5 **this subsection;**
6 **“(b) Deliver to each tenant a copy of a handout developed by the**
7 **Housing and Community Services Department that describes the laws**
8 **regarding utility conversions and billing; and**
9 **“(c) Meet with the tenants to explain the conversion and answer**
10 **questions regarding utility and service billing and to distribute a**
11 **sample utility and service charge statement with an explanation of**
12 **each entry on the statement.**
13 **“(3) The department shall prepare a handout described in subsection**
14 **(2)(b) of this section in consultation with representatives of facility**
15 **landlords and tenants.**
16 **“(4)(a) If the landlord converts to submeter billing under this sec-**
17 **tion, after the installation of the submeters and before the landlord**
18 **may convert to submeter billing, the first three utility billing periods**
19 **shall serve as a trial period during which the landlord shall give the**
20 **tenant a mock-up example of the submeter billing for each billing pe-**
21 **riod that shows what the tenant’s bill would be using submeter billing.**
22 **“(b) Following the trial period described in paragraph (a) of this**
23 **subsection, a landlord is not required to test the submeters for accu-**
24 **racy.**
25 **“(5) If the landlord converts to pro rata billing under this section,**
26 **after the conversion and no less frequently than every three years, the**
27 **landlord shall:**
28 **“(a) Conduct testing of every portion of any utility or service line**
29 **for water that serves the common areas and up to the connection to**
30 **the dwelling or home;**

1 “(b) Make the results of any testing available to the tenants; and

2 “(c) Fix any leaks within a reasonable time and consistent with
3 **ORS 90.730.**

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

7 “[(3)] **(6)** If the [cost of the tenant’s utility or service was included in the
8 rent before the conversion to submeters] **landlord converts from rent-**
9 **included billing to pro rata billing or submeter billing under this sec-**
10 **tion**, the landlord shall reduce the tenant’s rent on a pro rata basis [upon]
11 **beginning with** the landlord’s first billing of the tenant using the **pro rata**
12 **billing or** submeter [method. The rent reduction may not be] **billing by no**
13 less than an amount reasonably comparable to the amount of the rent pre-
14 viously allocated to the utility or service cost averaged over at least the
15 [preceding one year] **12-month period of available utility or service**
16 **billings immediately preceding the first billing following the conver-**
17 **sion.** [A landlord may not convert billing to a submeter method less than one
18 year after giving notice of a rent increase, unless the rent increase is an au-
19 tomatic increase provided for in a fixed term rental agreement entered into one
20 year or more before the conversion.] Before the landlord first bills the tenant
21 using [the] **pro rata billing or** submeter [method] **billing following the**
22 **conversion**, the landlord shall provide the tenant with written documenta-
23 tion from the utility or service provider showing the landlord’s cost for the
24 utility or service provided to the facility during [at least the preceding year]
25 **the 12-month period used to determine the rent reduction. A landlord**
26 **may offset all or part of a rent reduction required by this subsection**
27 **against a future rent increase provided in a fixed term rental agree-**
28 **ment entered into prior to the delivery of the notice of conversion**
29 **under subsection (2) of this section.**

30 “[(4)] **(7)** A landlord that installs submeters [pursuant to] **under** this sec-

1 tion may recover from a tenant the cost of installing the submeters, includ-
2 ing costs to improve or repair existing utility or service system
3 infrastructure necessitated by the installation of the submeters, only as fol-
4 lows:

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

8 “(b) In a manufactured dwelling park, by imposing a special assessment
9 pursuant to a written special assessment plan adopted unilaterally by the
10 landlord. The plan may include only the landlord’s actual costs to be recov-
11 ered on a pro rata basis from each tenant with payments due no more fre-
12 quently than monthly over a period of at least 60 months. Payments must
13 be *[assessed as part of]* **itemized as a separate charge from** the utility or
14 service charge. The landlord must give each tenant a copy of the plan at
15 least 90 days before the first payment is due. Payments may not be due before
16 the completion of the installation, *[but]* **and** must begin within six months
17 after completion. A new tenant of a space subject to the plan may be re-
18 quired to make payments under the plan. Payments must end when the plan
19 ends. The landlord is not required to provide an accounting of plan payments
20 made during or after the end of the plan.

21 “[~~(5)~~] **(8)** A landlord that converts to *[a]* submeter billing *[method under*
22 *this section]* from *[the]* **rent-included** billing *[method described in ORS 90.532*
23 *(1)(b)(C)(i)]* **under this section** may unilaterally, and at the same time as
24 the conversion to submeters, convert the billing for common areas to *[the]*
25 pro rata billing *[method described in ORS 90.532 (1)(b)(C)(ii)]* by including
26 the change in the notice required by subsection *[(1)]* **(2)** of this section. If
27 the landlord continues to use *[the]* **rent-included** billing *[method]* for com-
28 mon areas, the landlord may offset against the rent reduction required by
29 subsection *[(3)]* **(6)** of this section an amount that reflects the cost of serving
30 the common areas. If the utility or service provider cannot provide an accu-

1 rate cost for the service to the common areas, the landlord shall assume the
2 cost of serving the common areas to be 20 percent of the total cost billed.
3 This offset is not available if the landlord chooses to bill for the common
4 areas using *[the]* pro rata *[method]* **billing**.

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

18 “[7] (10) A rental agreement amended under this section *[shall]* **must**
19 include language that fairly describes the provisions of this section.

20 “[8] (11) If a landlord installs a submeter on an existing utility or ser-
21 vice line to a space or common area that is already served by that line, un-
22 less the installation causes a system upgrade, a local government may not
23 assess a system development charge as defined in ORS 223.299 as a result of
24 the installation.

25 **“SECTION 47.** ORS 90.538 is amended to read:

26 **“90.538. (1) If a landlord bills tenants for water using pro rata billing**
27 **or submeter billing, the landlord shall post the facility water bills in**
28 **an area accessible to tenants, including on an Internet location.**

29 “[1] (2) A landlord shall, upon written request by the tenant, make
30 available for inspection by the tenant all utility billing records relating to

1 a utility or service charge billed to the tenant **by the landlord** during the
2 preceding year. The landlord shall make the records available to the tenant
3 during normal business hours at an on-site manager's office or at a location
4 agreed to by the landlord and tenant. A tenant may not abuse the right to
5 inspect utility or service charge records or use the right to harass the land-
6 lord.

7 “[2] **(3)** If a landlord fails to comply with a provision of ORS 90.531 to
8 90.539, the tenant may recover from the landlord [*an amount equal to*] **the**
9 **greater of:**

10 “**(a)** One month's [*periodic*] rent; or

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

13 **SECTION 47a.** ORS 90.539 is amended to read:

14 **90.539. (1) A landlord using submeter billing may install submeters**
15 **to measure consumption of a utility or service.**

16 **(2) After giving notice under ORS 90.725, a landlord may enter a**
17 **tenant's space to install or maintain a utility or service line or a**
18 **submeter that measures the amount of a provided utility or service.**
19 **The installation of a submeter may be at the connection to the space**
20 **or anywhere within the space, including under the dwelling or home,**
21 **if the location does not interfere with the tenant's access to the**
22 **dwelling or home. The landlord shall ensure that the submeter and the**
23 **water line to which it is attached are adequately insulated or located**
24 **to prevent the submeter or water line from damage from freezing or**
25 **weather.**

26 **(3)** In addition to any other right of entry granted under ORS 90.725, a
27 landlord or the landlord's agent may enter a tenant's space without consent
28 of the tenant and without notice to the tenant for the purpose of reading a
29 submeter. An entry made under authority of this section is subject to the
30 following restrictions:

1 [(1)] (a) The landlord or landlord’s agent may not remain on the space for
2 a purpose other than reading the submeter.

3 [(2)] (b) The landlord or a landlord’s agent may not enter the space more
4 than once per month.

5 [(3)] (c) The landlord or landlord’s agent may enter the space only at
6 reasonable times between 8 a.m. and 6 p.m.

7 “(4) **Except as provided in ORS 90.537 (4)(a), a landlord is not re-**
8 **quired to inspect or to test submeters for accuracy.**

9 “(5) **A landlord shall use submeter billing for the provision of water**
10 **for:**

11 “(a) **A manufactured dwelling park constructed after June 23, 2011.**

12 “(b) **Any spaces added in excess of 200 in an expansion of a manu-**
13 **factured dwelling park after June 23, 2011.**

14 “**SECTION 48.** ORS 90.543 is amended to read:

15 “90.543. (1) Except as provided in subsections (2) and (3) of this section,
16 a landlord that assesses the tenants of a manufactured dwelling park con-
17 taining 200 or more spaces in the facility a utility or service charge for water
18 by [*the*] pro rata billing [*method described in ORS 90.532 (1)(b)(C)(ii)*] shall
19 convert the method of assessing the utility or service charge to [*a billing*
20 *method described in ORS 90.532 (1)(a) or (1)(c)*] **direct billing or submeter**
21 **billing.** The landlord shall complete the conversion no later than December
22 31, 2012. A conversion under this section to [*a billing method described in*
23 *ORS 90.532 (1)(c)*] **submeter billing** is subject to ORS 90.537.

24 “(2) A landlord that provides water to a manufactured dwelling park
25 solely from a well or from a source other than those listed in ORS 90.532
26 [(9)] (6) is not required to comply with subsection (1) of this section.

27 “(3) A landlord [*that meets the following requirements designed to promote*
28 *conservation*] is not required to comply with subsection (1) of this section **if**
29 **the landlord:**

30 “[*(a) The landlord must:*]

1 “[A] (a) [Bill] **Bills** for water provided to a space using [the] pro rata
2 billing [method described in ORS 90.532 (1)(b)(C)(ii)] by apportioning the
3 utility provider’s charge to tenants [on a pro rata basis,] with [only the fol-
4 lowing factors being considered in the apportionment], notwithstanding ORS
5 90.534 (2)(c), **consideration of only:**

6 “[i] (A) The number of tenants or occupants in the manufactured
7 dwelling compared with the number of tenants or occupants in the manu-
8 factured dwelling park; and

9 “[ii] (B) The size of a tenant’s space as a percentage of the total area
10 of the manufactured dwelling park.

11 “[B] (b) [Base] **Bases** two-thirds of the charge to the tenants on the
12 factor described in [subparagraph (A)(i) of this paragraph] **paragraph (a)(A)**
13 **of this subsection** and one-third of the charge on the factor described in
14 [subparagraph (A)(ii) of this paragraph] **paragraph (a)(B) of this sub-**
15 **section.**

16 “[C] (c) [Determine] **Determines** the number of tenants or occupants in
17 each dwelling unit and in the manufactured dwelling park at least annually.

18 “[b] (d) [The landlord must demonstrate] **Demonstrates** significant
19 other conservation measures, including:

20 “(A) Testing for leaks in common areas of the manufactured dwelling park
21 at least annually, repairing significant leaks within a reasonable time and
22 making test results available to tenants;

23 “(B) Testing each occupied manufactured dwelling and space for leaks
24 without charge to a tenant occupying the dwelling at least annually and
25 making test results available to the tenant;

26 “(C) Posting annually in any manufactured dwelling park office and in
27 any common area evidence demonstrating that per capita consumption of
28 water in the manufactured dwelling park is below the area average for
29 single-family dwellings, as shown by data from the local provider of water;
30 and

1 “(D) Taking one or more other reasonable measures to promote conser-
2 vation of water and to control costs, including educating tenants about water
3 conservation, prohibiting the washing of motor vehicles in the manufactured
4 dwelling park and requiring drip irrigation systems or schedules for watering
5 landscaping.

6 “[(c)] (e) [*The landlord must amend*] **Amends** the rental agreement of
7 each tenant to describe the provisions of this subsection and subsection (4)
8 of this section and to describe the use of the pro rata billing method with
9 additional conservation measures. The landlord may make the amendment to
10 the rental agreement unilaterally and must provide written notice of the
11 amendment to the tenant at least 60 days before the amendment is effective.

12 “(4) If a landlord subject to this section adopts conservation measures
13 described in subsection (3) of this section to avoid having to comply with
14 subsection (1) of this section:

15 “(a) Notwithstanding ORS 90.539 or 90.725 (2), a tenant must allow a
16 landlord access to the tenant’s space and to the tenant’s manufactured
17 dwelling so the landlord can test for water leaks as provided by subsection
18 [(3)(b)(B)] **(3)(d)(B)** of this section.

19 “(b) The landlord must give notice consistent with ORS 90.725 (3)(e) be-
20 fore entering the tenant’s space or dwelling to test for water leaks.

21 “(c) A [*tenant may be required by the*] landlord **may require a tenant** to
22 repair a significant leak in the dwelling found by the landlord’s test. The
23 tenant [*must*] **shall** make the necessary repairs within a reasonable time af-
24 ter written notice from the landlord regarding the leak, given the extent of
25 repair needed and the season. The tenant’s responsibility for repairs is lim-
26 ited to leaks within the tenant’s dwelling and from the connection at the
27 ground under the dwelling into the dwelling. If the tenant fails to make the
28 repair as required, the landlord may terminate the tenancy pursuant to ORS
29 90.630.

30 “(d) Notwithstanding ORS 90.730 (3)(c), a landlord [*is responsible for*

1 *maintaining*] **shall maintain** the water lines within a tenant’s space up to
2 the connection with the dwelling, including repairing significant leaks found
3 in a test.

4 “(e) A landlord may use [*the*] pro rata billing [*method described in ORS*
5 *90.532 (1)(b)(C)(ii)*] with the allocation factors described in ORS 90.534 (2)(c)
6 for common areas.

7 “(f) Notwithstanding ORS 90.534 (4), a landlord may include in the utility
8 or service charge the cost to read water meters and to bill tenants for water
9 if those tasks are performed by a third party service and the landlord allows
10 the tenants to inspect the third party’s billing records as provided by ORS
11 90.538.

12 “(5) A tenant may file an action for injunctive relief to compel compliance
13 by a landlord with the requirements of subsections (1), (3) and (4) of this
14 section and for actual damages plus at least two months’ rent as a penalty
15 for noncompliance by the landlord with subsections (1), (3) and (4) of this
16 section. A landlord is not liable for damages for a failure to comply with the
17 requirements of subsections (1), (3) and (4) of this section if the noncompli-
18 ance is only a good faith mistake by the landlord in counting the number
19 of tenants and occupants in each dwelling unit or the manufactured dwelling
20 park pursuant to subsection (3)(a) of this section.

21 **“SECTION 48a. Sections 40 and 41 of this 2019 Act and the amend-**
22 **ments to ORS 90.531, 90.532, 90.534, 90.536, 90.537, 90.538 and 90.543 by**
23 **sections 42 to 48 of this 2019 Act apply only to billing methods for**
24 **which a notice of conversion of a billing method is given on or after**
25 **the effective date of this 2019 Act.**

26

27 **“CONFORMING AMENDMENTS**

28

29 **“SECTION 49.** ORS 90.100, as amended by section 6, chapter 1, Oregon
30 Laws 2019 (Enrolled Senate Bill 608), is amended to read:

1 “90.100. As used in this chapter, unless the context otherwise requires:

2 “(1) ‘Accessory building or structure’ means any portable, demountable
3 or permanent structure, including but not limited to cabanas, ramadas,
4 storage sheds, garages, awnings, carports, decks, steps, ramps, piers and
5 pilings, that is:

6 “(a) Owned and used solely by a tenant of a manufactured dwelling or
7 floating home; or

8 “(b) Provided pursuant to a written rental agreement for the sole use of
9 and maintenance by a tenant of a manufactured dwelling or floating home.

10 “(2) ‘Action’ includes recoupment, counterclaim, setoff, suit in equity and
11 any other proceeding in which rights are determined, including an action for
12 possession.

13 “(3) ‘Applicant screening charge’ means any payment of money required
14 by a landlord of an applicant prior to entering into a rental agreement with
15 that applicant for a residential dwelling unit, the purpose of which is to pay
16 the cost of processing an application for a rental agreement for a residential
17 dwelling unit.

18 “(4) ‘Building and housing codes’ includes any law, ordinance or govern-
19 mental regulation concerning fitness for habitation, or the construction,
20 maintenance, operation, occupancy, use or appearance of any premises or
21 dwelling unit.

22 “(5) ‘Carbon monoxide alarm’ has the meaning given that term in ORS
23 105.836.

24 “(6) ‘Carbon monoxide source’ has the meaning given that term in ORS
25 105.836.

26 “(7) ‘Conduct’ means the commission of an act or the failure to act.

27 “(8) ‘DBH’ means the diameter at breast height, which is measured as the
28 width of a standing tree at four and one-half feet above the ground on the
29 uphill side.

30 “(9) ‘Dealer’ means any person in the business of selling, leasing or dis-

1 tributing new or used manufactured dwellings or floating homes to persons
2 who purchase or lease a manufactured dwelling or floating home for use as
3 a residence.

4 “(10) ‘Domestic violence’ means:

5 “(a) Abuse between family or household members, as those terms are de-
6 fined in ORS 107.705; or

7 “(b) Abuse, as defined in ORS 107.705, between partners in a dating re-
8 lationship.

9 “(11) ‘Drug and alcohol free housing’ means a dwelling unit described in
10 ORS 90.243.

11 “(12) ‘Dwelling unit’ means a structure or the part of a structure that is
12 used as a home, residence or sleeping place by one person who maintains a
13 household or by two or more persons who maintain a common household.
14 ‘Dwelling unit’ regarding a person who rents a space for a manufactured
15 dwelling or recreational vehicle or regarding a person who rents moorage
16 space for a floating home as defined in ORS 830.700, but does not rent the
17 home, means the space rented and not the manufactured dwelling, recre-
18 ational vehicle or floating home itself.

19 “(13) ‘Essential service’ means:

20 “(a) For a tenancy not consisting of rental space for a manufactured
21 dwelling, floating home or recreational vehicle owned by the tenant and not
22 otherwise subject to ORS 90.505 to 90.850:

23 “(A) Heat, plumbing, hot and cold running water, gas, electricity, light
24 fixtures, locks for exterior doors, latches for windows and any cooking ap-
25 pliance or refrigerator supplied or required to be supplied by the landlord;
26 and

27 “(B) Any other service or habitability obligation imposed by the rental
28 agreement or ORS 90.320, the lack or violation of which creates a serious
29 threat to the tenant’s health, safety or property or makes the dwelling unit
30 unfit for occupancy.

1 “(b) For a tenancy consisting of rental space for a manufactured dwelling,
2 floating home or recreational vehicle owned by the tenant or that is other-
3 wise subject to ORS 90.505 to 90.850:

4 “(A) Sewage disposal, water supply, electrical supply and, if required by
5 applicable law, any drainage system; and

6 “(B) Any other service or habitability obligation imposed by the rental
7 agreement or ORS 90.730, the lack or violation of which creates a serious
8 threat to the tenant’s health, safety or property or makes the rented space
9 unfit for occupancy.

10 “(14) ‘Facility’ means a manufactured dwelling park or a marina.

11 “(15) ‘Fee’ means a nonrefundable payment of money.

12 “(16) ‘First class mail’ does not include certified or registered mail, or any
13 other form of mail that may delay or hinder actual delivery of mail to the
14 recipient.

15 “(17) ‘Fixed term tenancy’ means a tenancy that has a fixed term of ex-
16 istence, continuing to a specific ending date and terminating on that date
17 without requiring further notice to effect the termination.

18 “(18) ‘Floating home’ has the meaning given that term in ORS 830.700.
19 ‘Floating home’ includes an accessory building or structure.

20 “(19) ‘Good faith’ means honesty in fact in the conduct of the transaction
21 concerned.

22 “(20) ‘Hazard tree’ means a tree that:

23 “(a) Is located on a rented space in a manufactured dwelling park;

24 “(b) Measures at least eight inches DBH; and

25 “(c) Is considered, by an arborist licensed as a landscape construction
26 professional pursuant to ORS 671.560 and certified by the International So-
27 ciety of Arboriculture, to pose an unreasonable risk of causing serious
28 physical harm or damage to individuals or property in the near future.

29 “(21) ‘Hotel or motel’ means ‘hotel’ as that term is defined in ORS 699.005.

30 “(22) ‘Informal dispute resolution’ includes **voluntary** consultation be-

1 tween the landlord or landlord’s agent and one or more tenants[,] or **vol-**
2 **untary** mediation utilizing the services of a third party, **but does not**
3 **include mandatory mediation or arbitration.**

4 “(23) ‘Landlord’ means the owner, lessor or sublessor of the dwelling unit
5 or the building or premises of which it is a part. ‘Landlord’ includes a per-
6 son who is authorized by the owner, lessor or sublessor to manage the
7 premises or to enter into a rental agreement.

8 “(24) ‘Landlord’s agent’ means a person who has oral or written authority,
9 either express or implied, to act for or on behalf of a landlord.

10 “(25) ‘Last month’s rent deposit’ means a type of security deposit, however
11 designated, the primary function of which is to secure the payment of rent
12 for the last month of the tenancy.

13 “(26) ‘Manufactured dwelling’ means a residential trailer, a mobile home
14 or a manufactured home as those terms are defined in ORS 446.003. ‘Manu-
15 factured dwelling’ includes an accessory building or structure. ‘Manufactured
16 dwelling’ does not include a recreational vehicle.

17 “(27) ‘Manufactured dwelling park’ means a place where four or more
18 manufactured dwellings are located, the primary purpose of which is to rent
19 space or keep space for rent to any person for a charge or fee.

20 “(28) ‘Marina’ means a moorage of contiguous dwelling units that may
21 be legally transferred as a single unit and are owned by one person where
22 four or more floating homes are secured, the primary purpose of which is to
23 rent space or keep space for rent to any person for a charge or fee.

24 “(29) ‘Marina purchase association’ means a group of three or more ten-
25 ants who reside in a marina and have organized for the purpose of eventual
26 purchase of the marina.

27 “(30) ‘Month-to-month tenancy’ means a tenancy that automatically re-
28 news and continues for successive monthly periods on the same terms and
29 conditions originally agreed to, or as revised by the parties, until terminated
30 by one or both of the parties.

1 “(31) ‘Organization’ includes a corporation, government, governmental
2 subdivision or agency, business trust, estate, trust, partnership or associ-
3 ation, two or more persons having a joint or common interest, and any other
4 legal or commercial entity.

5 “(32) ‘Owner’ includes a mortgagee in possession and means one or more
6 persons, jointly or severally, in whom is vested:

7 “(a) All or part of the legal title to property; or

8 “(b) All or part of the beneficial ownership and a right to present use and
9 enjoyment of the premises.

10 “(33) ‘Person’ includes an individual or organization.

11 “(34) ‘Premises’ means:

12 “(a) A dwelling unit and the structure of which it is a part and facilities
13 and appurtenances therein;

14 “(b) Grounds, areas and facilities held out for the use of tenants generally
15 or the use of which is promised to the tenant; and

16 “(c) A facility for manufactured dwellings or floating homes.

17 “(35) ‘Prepaid rent’ means any payment of money to the landlord for a
18 rent obligation not yet due. In addition, ‘prepaid rent’ means rent paid for
19 a period extending beyond a termination date.

20 “(36) ‘Recreational vehicle’ has the meaning given that term in ORS
21 446.003.

22 “(37) ‘Rent’ means any payment to be made to the landlord under the
23 rental agreement, periodic or otherwise, in exchange for the right of a tenant
24 and any permitted pet to occupy a dwelling unit to the exclusion of others
25 and to use the premises. ‘Rent’ does not include security deposits, fees or
26 utility or service charges as described in ORS 90.315 (4) and 90.532.

27 “(38) ‘Rental agreement’ means all agreements, written or oral, and valid
28 rules and regulations adopted under ORS 90.262 or 90.510 (6) embodying the
29 terms and conditions concerning the use and occupancy of a dwelling unit
30 and premises. ‘Rental agreement’ includes a lease. A rental agreement [*shall*

1 be] is either a week-to-week tenancy, month-to-month tenancy or fixed term
2 tenancy.

3 “(39) ‘Roomer’ means a person occupying a dwelling unit that does not
4 include a toilet and either a bathtub or a shower and a refrigerator, stove
5 and kitchen, all provided by the landlord, and where one or more of these
6 facilities are used in common by occupants in the structure.

7 “(40) ‘Screening or admission criteria’ means a written statement of any
8 factors a landlord considers in deciding whether to accept or reject an ap-
9 plicant and any qualifications required for acceptance. ‘Screening or admis-
10 sion criteria’ includes, but is not limited to, the rental history, character
11 references, public records, criminal records, credit reports, credit references
12 and incomes or resources of the applicant.

13 “(41) ‘Security deposit’ means a refundable payment or deposit of money,
14 however designated, the primary function of which is to secure the perform-
15 ance of a rental agreement or any part of a rental agreement. ‘Security de-
16 posit’ does not include a fee.

17 “(42) ‘Sexual assault’ has the meaning given that term in ORS 147.450.

18 “(43) ‘Squatter’ means a person occupying a dwelling unit who is not so
19 entitled under a rental agreement or who is not authorized by the tenant to
20 occupy that dwelling unit. ‘Squatter’ does not include a tenant who holds
21 over as described in ORS 90.427 (11).

22 “(44) ‘Stalking’ means the behavior described in ORS 163.732.

23 “(45) ‘Statement of policy’ means the summary explanation of information
24 and facility policies to be provided to prospective and existing tenants under
25 ORS 90.510.

26 “(46) ‘Surrender’ means an agreement, express or implied, as described in
27 ORS 90.148 between a landlord and tenant to terminate a rental agreement
28 that gave the tenant the right to occupy a dwelling unit.

29 “(47) ‘Tenant’:

30 “(a) Except as provided in paragraph (b) of this subsection:

1 “(A) Means a person, including a roomer, entitled under a rental agree-
2 ment to occupy a dwelling unit to the exclusion of others, including a
3 dwelling unit owned, operated or controlled by a public housing authority.

4 “(B) Means a minor, as defined and provided for in ORS 109.697.

5 “(b) For purposes of ORS 90.505 to 90.850, means only a person who owns
6 and occupies as a residence a manufactured dwelling or a floating home in
7 a facility and persons residing with that tenant under the terms of the rental
8 agreement.

9 “(c) Does not mean a guest or temporary occupant.

10 “(48) ‘Transient lodging’ means a room or a suite of rooms.

11 “(49) ‘Transient occupancy’ means occupancy in transient lodging that has
12 all of the following characteristics:

13 “(a) Occupancy is charged on a daily basis and is not collected more than
14 six days in advance;

15 “(b) The lodging operator provides maid and linen service daily or every
16 two days as part of the regularly charged cost of occupancy; and

17 “(c) The period of occupancy does not exceed 30 days.

18 “(50) ‘Vacation occupancy’ means occupancy in a dwelling unit, not in-
19 cluding transient occupancy in a hotel or motel, that has all of the following
20 characteristics:

21 “(a) The occupant rents the unit for vacation purposes only, not as a
22 principal residence;

23 “(b) The occupant has a principal residence other than at the unit; and

24 “(c) The period of authorized occupancy does not exceed 45 days.

25 “(51) ‘Victim’ means:

26 “(a) The person against whom an incident related to domestic violence,
27 sexual assault or stalking is perpetrated; or

28 “(b) The parent or guardian of a minor household member against whom
29 an incident related to domestic violence, sexual assault or stalking is per-
30 petrated, unless the parent or guardian is the perpetrator.

1 “(52) ‘Week-to-week tenancy’ means a tenancy that has all of the follow-
2 ing characteristics:

3 “(a) Occupancy is charged on a weekly basis and is payable no less fre-
4 quently than every seven days;

5 “(b) There is a written rental agreement that defines the landlord’s and
6 the tenant’s rights and responsibilities under this chapter; and

7 “(c) There are no fees or security deposits, although the landlord may
8 require the payment of an applicant screening charge, as provided in ORS
9 90.295.

10 **“SECTION 50.** ORS 90.155 is amended to read:

11 “90.155. (1) Except as provided in ORS 90.300, 90.315, 90.425 and 90.675,
12 where this chapter requires written notice, service or delivery of that written
13 notice shall be executed by one or more of the following methods:

14 “(a) Personal delivery to the landlord or tenant;

15 “(b) First class mail to the landlord or tenant; or

16 “(c) If a written rental agreement so provides, both first class mail and
17 attachment to a designated location. In order for a written rental agreement
18 to provide for mail and attachment service of written notices from the
19 landlord to the tenant, the agreement must also provide for such service of
20 written notices from the tenant to the landlord. Mail and attachment service
21 of written notices shall be executed as follows:

22 “(A) For written notices from the landlord to the tenant, the first class
23 mail notice copy shall be addressed to the tenant at the premises and the
24 second notice copy shall be attached in a secure manner to the main en-
25 trance to that portion of the premises of which the tenant has possession;
26 and

27 “(B) For written notices from the tenant to the landlord, the first class
28 mail notice copy shall be addressed to the landlord at an address as desig-
29 nated in the written rental agreement and the second notice copy shall be
30 attached in a secure manner to the landlord’s designated location, which

1 shall be described with particularity in the written rental agreement, rea-
2 sonably located in relation to the tenant and available at all hours.

3 “(2) If a notice is served by mail, the minimum period for compliance or
4 termination of tenancy, as appropriate, shall be extended by three days, and
5 the notice shall include the extension in the period provided.

6 “(3) A landlord or tenant may utilize alternative methods of notifying the
7 other so long as the alternative method is in addition to one of the service
8 methods described in subsection (1) of this section.

9 “(4) [*Notwithstanding ORS 90.510 (4),*] After 30 days’ written notice, a
10 landlord may unilaterally amend a rental agreement for a manufactured
11 dwelling or floating home that is subject to ORS 90.505 to 90.850 to provide
12 for service or delivery of written notices by mail and attachment service as
13 provided by subsection (1)(c) of this section.

14 **“SECTION 51.** ORS 90.300 is amended to read:

15 “90.300. (1) As used in this section, ‘security deposit’ includes any last
16 month’s rent deposit.

17 “(2)(a) Except as otherwise provided in this section, a landlord may re-
18 quire a tenant to pay a security deposit. The landlord shall provide the ten-
19 ant with a receipt for any security deposit the tenant pays. The landlord
20 shall hold a security deposit or prepaid rent for the tenant who is a party
21 to the rental agreement. A tenant’s claim to the security deposit or prepaid
22 rent is prior to the claim of a creditor of the landlord, including a trustee
23 in bankruptcy.

24 “(b) Except as provided in ORS 86.782 (10), the holder of the landlord’s
25 interest in the premises at the time the tenancy terminates is responsible to
26 the tenant for any security deposit or prepaid rent and is bound by this
27 section.

28 “(3) A written rental agreement, if any, must list a security deposit paid
29 by a tenant or required by a landlord.

30 “(4) A landlord may not charge a tenant a pet security deposit for keeping

1 a service animal or companion animal that a tenant with a disability re-
2 quires as a reasonable accommodation under fair housing laws.

3 “(5)(a) Except as otherwise provided in this subsection, a landlord may
4 not change the rental agreement to require the tenant to pay a new or in-
5 creased security deposit during the first year after the tenancy has begun.
6 Subject to subsection (4) of this section, the landlord may require an addi-
7 tional deposit if the landlord and tenant agree to modify the terms and con-
8 ditions of the rental agreement to permit a pet or for other cause and the
9 additional deposit relates to the modification. This paragraph does not pre-
10 vent a landlord from collecting a security deposit that an initial rental
11 agreement provided for but that remained unpaid at the time the tenancy
12 began.

13 “(b) If a landlord requires a new or increased security deposit after the
14 first year of the tenancy, the landlord shall allow the tenant at least three
15 months to pay the new or increased deposit.

16 “(6) The landlord may claim all or part of the security deposit only if the
17 landlord required the security deposit for any or all of the purposes specified
18 in subsection (7) of this section.

19 “(7)(a) The landlord may claim from the security deposit only the amount
20 reasonably necessary:

21 “(A) To remedy the tenant’s defaults in the performance of the rental
22 agreement including, but not limited to, unpaid rent; and

23 “(B) To repair damages to the premises caused by the tenant, not includ-
24 ing ordinary wear and tear.

25 “(b) A landlord is not required to repair damage caused by the tenant in
26 order for the landlord to claim against the deposit for the cost to make the
27 repair. Any labor costs the landlord assesses under this subsection for
28 cleaning or repairs must be based on a reasonable hourly rate. The landlord
29 may charge a reasonable hourly rate for the landlord’s own performance of
30 cleaning or repair work.

1 “(c) Defaults and damages for which a landlord may recover under this
2 subsection include, but are not limited to:

3 “(A) Carpet cleaning, other than the use of a common vacuum cleaner, if:

4 “(i) The cleaning is performed by use of a machine specifically designed
5 for cleaning or shampooing carpets;

6 “(ii) The carpet was cleaned or replaced after the previous tenancy or the
7 most recent significant use of the carpet and before the tenant took pos-
8 session; and

9 “(iii) The written rental agreement provides that the landlord may deduct
10 the cost of carpet cleaning regardless of whether the tenant cleans the carpet
11 before the tenant delivers possession as described in ORS 90.147.

12 “(B) Loss of use of the dwelling unit during the performance of necessary
13 cleaning or repairs for which the tenant is responsible under this subsection
14 if the cleaning or repairs are performed in a timely manner.

15 “(8) A landlord may not require a tenant to pay or to forfeit a security
16 deposit or prepaid rent to the landlord for the tenant’s failure to maintain
17 a tenancy for a minimum number of months in a month-to-month tenancy.

18 “(9) The landlord must apply any last month’s rent deposit to the rent due
19 for the last month of the tenancy:

20 “(a) When either the landlord or the tenant gives to the other a notice
21 of termination, pursuant to this chapter, other than a notice of termination
22 under ORS 90.394;

23 “(b) When the landlord and tenant agree to terminate the tenancy; or

24 “(c) When the tenancy terminates in accordance with the provisions of a
25 written rental agreement for a term tenancy.

26 “(10) A landlord shall account for and refund as provided in subsections
27 (12) to (14) of this section any portion of a last month’s rent deposit the
28 landlord does not apply as provided under subsection (9) of this section.
29 Unless the tenant and landlord agree otherwise, the tenant may not require
30 the landlord to apply a last month’s rent deposit to rent due for any period

1 other than the last month of the tenancy. A last month's rent deposit does
2 not limit the amount of rent charged unless a written rental agreement
3 provides otherwise.

4 “(11) When the tenancy terminates, a landlord shall account for and re-
5 fund to the tenant, in the same manner this section requires for security
6 deposits, the unused balance of any prepaid rent the landlord has not previ-
7 ously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or any other
8 provision of this chapter. The landlord may claim from the remaining prepaid
9 rent only the amount reasonably necessary to pay the tenant's unpaid rent.

10 “(12) In order to claim all or part of any prepaid rent or security deposit,
11 within 31 days after the tenancy terminates and the tenant delivers pos-
12 session the landlord shall give to the tenant a written accounting that states
13 specifically the basis or bases of the claim. The landlord shall give a separate
14 accounting for security deposits and for prepaid rent.

15 “(13) The landlord shall return to the tenant the security deposit or pre-
16 paid rent or the portion of the security deposit or prepaid rent that the
17 landlord does not claim in the manner provided by subsections (11) and (12)
18 of this section not later than 31 days after the tenancy terminates and the
19 tenant delivers possession to the landlord.

20 “(14) The landlord shall give the written accounting required under sub-
21 section (12) of this section or shall return the security deposit or prepaid
22 rent as required by subsection (13) of this section by personal delivery or by
23 first class mail.

24 “(15) If a security deposit or prepaid rent secures a tenancy for a space
25 for a manufactured dwelling or floating home the tenant owns and occupies,
26 whether or not in a facility, and the dwelling or home is abandoned as de-
27 scribed in ORS 90.425 (2) or 90.675 (2), the 31-day period described in sub-
28 sections (12) and (13) of this section commences on the earliest of:

29 “(a) Waiver of the abandoned property process under ORS 90.425 (26) or
30 90.675 [(23)] **(24)**;

1 “(b) Removal of the manufactured dwelling or floating home from the
2 rented space;

3 “(c) Destruction or other disposition of the manufactured dwelling or
4 floating home under ORS 90.425 (10)(b) or 90.675 (10)(b); or

5 “(d) Sale of the manufactured dwelling or floating home pursuant to ORS
6 90.425 (10)(a) or 90.675 (10)(a).

7 “(16) If the landlord fails to comply with subsection (13) of this section
8 or if the landlord in bad faith fails to return all or any portion of any pre-
9 paid rent or security deposit due to the tenant under this chapter or the
10 rental agreement, the tenant may recover the money due in an amount equal
11 to twice the amount:

12 “(a) Withheld without a written accounting under subsection (12) of this
13 section; or

14 “(b) Withheld in bad faith.

15 “(17)(a) A security deposit or prepaid rent in the possession of the land-
16 lord is not garnishable property, as provided in ORS 18.618.

17 “(b) If a landlord delivers a security deposit or prepaid rent to a garnishor
18 in violation of ORS 18.618 (1)(b), the landlord that delivered the security
19 deposit or prepaid rent to the garnishor shall allow the tenant at least 30
20 days after a copy of the garnishee response required by ORS 18.680 is deliv-
21 ered to the tenant under ORS 18.690 to restore the security deposit or pre-
22 paid rent. If the tenant fails to restore a security deposit or prepaid rent
23 under the provisions of this paragraph before the tenancy terminates, and the
24 landlord retains no security deposit or prepaid rent from the tenant after the
25 garnishment, the landlord is not required to refund or account for the secu-
26 rity deposit or prepaid rent under subsection (11) of this section.

27 “(18) This section does not preclude the landlord or tenant from recover-
28 ing other damages under this chapter.

29 **“SECTION 52.** ORS 90.545 is amended to read:

30 “90.545. (1) Except as provided under subsections (2) to (6) of this section,

1 a fixed term tenancy for space for a manufactured dwelling or floating home,
2 upon reaching its ending date, automatically renews as a month-to-month
3 tenancy having the same terms and conditions, other than duration and rent
4 increases under ORS 90.600, unless the tenancy is terminated under ORS
5 90.380 (5)(b), 90.394, 90.396, 90.398, 90.630 or 90.632.

6 “(2) To renew or extend a fixed term tenancy for another term, of any
7 duration that is consistent with ORS 90.550, the landlord shall submit the
8 proposed new rental agreement to the tenant at least 60 days prior to the
9 ending date of the term. The landlord shall include with the proposed
10 agreement a written statement that summarizes any new or revised terms,
11 conditions, rules or regulations.

12 “(3) Notwithstanding ORS 90.610 [(3)] (2), a landlord’s proposed new
13 rental agreement may include new or revised terms, conditions, rules or
14 regulations, if the new or revised terms, conditions, rules or regulations:

15 “(a)(A) Fairly implement a statute or ordinance adopted after the creation
16 of the existing agreement; or

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

22 “(b) Are consistent with the rights and remedies provided to tenants un-
23 der this chapter, including the right to keep a pet pursuant to ORS 90.530;

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

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

29 “(4) A tenant shall accept or reject a landlord’s proposed new rental
30 agreement at least 30 days prior to the ending of the term by giving written

1 notice to the landlord.

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

5 “(6) If a tenant fails to accept or unreasonably rejects a landlord’s pro-
6 posed new rental agreement as provided by subsection (4) of this section, the
7 fixed term tenancy terminates on the ending date without further notice and
8 the landlord may take possession by complying with ORS 105.105 to 105.168.

9 “(7) If a tenancy terminates under conditions described in subsection (6)
10 of this section, and the tenant surrenders or delivers possession of the
11 premises to the landlord prior to the filing of an action pursuant to ORS
12 105.110, the tenant has the right to enter into a written storage agreement
13 with the landlord, with the tenant having the same rights and responsibil-
14 ities as a lienholder under ORS 90.675 (20), except that the landlord may
15 limit the term of the storage agreement to not exceed six months. Unless
16 the parties agree otherwise, the storage agreement must commence upon the
17 date of the termination of the tenancy. The rights under ORS 90.675 of any
18 lienholder are delayed until the end of the tenant storage agreement.

19 **“SECTION 53.** ORS 90.510 is amended to read:

20 “90.510. (1) Every landlord who rents a space for a manufactured dwelling
21 or floating home shall provide a written statement of policy to prospective
22 and existing tenants. The purpose of the statement of policy is to provide
23 disclosure of the landlord’s policies to prospective tenants and to existing
24 tenants who have not previously received a statement of policy. The state-
25 ment of policy is not a part of the rental agreement. The statement of policy
26 shall provide all of the following information in summary form:

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

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

30 “(c) The facility policy regarding rent adjustment and a rent history for

1 the space to be rented. The rent history must, at a minimum, show the rent
2 amounts on January 1 of each of the five preceding calendar years or during
3 the length of the landlord’s ownership, leasing or subleasing of the facility,
4 whichever period is shorter.

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

7 “(e) The installation charges that are imposed by the landlord and the
8 installation fees that are imposed by government agencies.

9 “(f) The facility policy regarding rental agreement termination including,
10 but not limited to, closure of the facility.

11 “(g) The facility policy regarding facility sale.

12 “(h) The facility policy regarding **mandatory mediation under section**
13 **8 of this 2019 Act and** informal dispute resolution, **if any, under ORS**
14 **446.547.**

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

17 “**(j) The facility policy regarding methods of billing for utilities and**
18 **services as described in ORS 90.531 to 90.539.**

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

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

25 “[*L*] **(m)** Any facility policy regarding the planting of trees on the
26 rented space for a manufactured dwelling.

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

1 and tenant.

2 “(3) The landlord shall give:

3 “(a) Prospective tenants a copy of the statement of policy before the
4 prospective tenants sign rental agreements;

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

9 “(c) All other existing tenants who have not previously received a copy
10 of the statement of policy a copy of the statement of policy upon the expi-
11 ration of their rental agreements and before the tenants sign new agree-
12 ments.

13 “(4) Every landlord who rents a space for a manufactured dwelling or
14 floating home shall provide a written rental agreement, except as provided
15 by ORS 90.710 (2)(d). The agreement must be signed by the landlord and
16 tenant and may not be [*unilaterally*] amended by one of the parties to the
17 contract except by:

18 “(a) Mutual agreement of the parties;

19 “(b) [*Actions taken pursuant to ORS*] **The landlord unilaterally under**
20 **ORS 90.155 (4), 90.302 (9), 90.530, 90.533, 90.537, 90.543 (3), 90.600, 90.610,**
21 **90.643, 90.725 (3)(f) and (7) or 90.727 or section 8 (9) of this 2019 Act;** or

22 “(c) Those provisions required by changes in statute or ordinance.

23 “(5) The **rental** agreement required by subsection (4) of this section must
24 specify:

25 “(a) The location and approximate size of the rented space[;].

26 “(b) The federal fair-housing age classification[;].

27 “(c) The rent per month[;].

28 “(d) All personal property, services and facilities [*to be*] provided by the
29 landlord[;].

30 “(e) All security deposits, fees and installation charges imposed by the

1 landlord[;].

2 “(f) Any facility policy regarding the planting of trees on the rented space
3 for a manufactured dwelling[;].

4 “(g) Improvements that the tenant may or must make to the rental space,
5 including plant materials and landscaping[;].

6 “(h) Provisions for dealing with improvements to the rental space at the
7 termination of the tenancy[;].

8 “(i) Any conditions the landlord applies in approving a purchaser of a
9 manufactured dwelling or floating home as a tenant in the event the tenant
10 elects to sell the home. Those conditions must be in conformance with state
11 and federal law and may include, but are not limited to, conditions as to
12 pets, number of occupants and screening or admission criteria[;].

13 “(j) That the tenant may not sell the tenant’s manufactured dwelling or
14 floating home to a person who intends to leave the manufactured dwelling
15 or floating home on the rental space until the landlord has accepted the
16 person as a tenant[;].

17 “(k) The term of the tenancy[;].

18 “(L) The process by which the rental agreement or rules and regulations
19 may be changed [*which shall identify that the rules and regulations may be*
20 *changed with 60 days’ notice unless tenants of at least 51 percent of the eligible*
21 *spaces file an objection within 30 days; and] **that is consistent with ORS**
22 **90.610.***

23 “(m) The process by which the landlord or tenant shall give notices.

24 “(n) **That either party may request no-cost mandatory mediation**
25 **of disputes through the Housing and Community Services Department**
26 **or a dispute resolution program described in ORS 36.155 and the pro-**
27 **cess by which mandatory mediation is initiated and conducted that is**
28 **consistent with section 8 of this 2019 Act.**

29 “(6) Every landlord who rents a space for a manufactured dwelling or
30 floating home shall provide rules and regulations concerning the tenant’s use

1 and occupancy of the premises. A violation of the rules and regulations may
2 be cause for termination of a rental agreement. However, this subsection
3 does not create a presumption that all rules and regulations are identical for
4 all tenants at all times. A rule or regulation [*shall be*] **is** enforceable against
5 the tenant only if:

6 “(a) The rule or regulation:

7 “(A) Promotes the convenience, safety or welfare of the tenants;

8 “(B) Preserves the landlord’s property from abusive use; or

9 “(C) Makes a fair distribution of services and facilities held out for the
10 general use of the tenants.

11 “(b) The rule or regulation:

12 “(A) Is reasonably related to the purpose for which it is adopted and is
13 reasonably applied;

14 “(B) Is sufficiently explicit in its prohibition, direction or limitation of
15 the tenant’s conduct to fairly inform the tenant of what the tenant shall do
16 or may not do to comply; and

17 “(C) Is not for the purpose of evading the obligations of the landlord.

18 “(7)(a) A landlord who rents a space for a manufactured dwelling or
19 floating home may adopt a rule or regulation regarding occupancy guide-
20 lines. If adopted, an occupancy guideline in a facility must be based on rea-
21 sonable factors and not be more restrictive than limiting occupancy to two
22 people per bedroom.

23 “(b) As used in this subsection:

24 “(A) [*Reasonable factors may include but are not limited to*] **Factors to**
25 **be considered in determining reasonableness include:**

26 “(i) The size of the dwelling.

27 “(ii) The size of the rented space.

28 “(iii) Any discriminatory impact [*for reasons identified in*] **as described**
29 **in ORS 659A.421 and 659A.425.**

30 “(iv) Limitations placed on utility services governed by a permit for water

1 or sewage disposal.

2 “(B) ‘Bedroom’ means a room that is intended to be used primarily for
3 sleeping purposes and does not include bathrooms, toilet compartments,
4 closets, halls, storage or utility space and similar areas.

5 “(8) Intentional and deliberate failure of the landlord to comply with
6 subsections (1) to (3) of this section is cause for suit or action to remedy the
7 violation or to recover actual damages. The prevailing party is entitled to
8 reasonable attorney fees and court costs.

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

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

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

19 **“SECTION 54.** ORS 90.533 is amended to read:

20 “90.533. (1) A landlord may unilaterally amend a rental agreement to
21 convert the method of billing a tenant for garbage collection and disposal
22 from [*a method described in ORS 90.532 (1)(b)*] **rent-included billing or pro**
23 **rata billing** to a **billing** method in which the service provider:

24 “(a) Supplies garbage receptacles;

25 “(b) Collects and disposes of garbage; and

26 “(c)(A) Bills the tenant directly; or

27 “(B) Bills the landlord, who then bills the tenant based upon the number
28 and size of the receptacles used by the tenant.

29 “(2) A landlord shall give a tenant not less than 180 days’ written notice
30 before converting a billing method under subsection (1) of this section.

1 “(3) If the cost of garbage service was included in the rent before the
2 conversion of a billing method under subsection (1) of this section, the
3 landlord shall reduce the tenant’s rent upon the first billing of the tenant
4 under the new billing method. The rent reduction may not be less than an
5 amount reasonably comparable to the amount of rent previously allocated for
6 garbage collection and disposal costs averaged over at least the preceding
7 year. Before the conversion occurs, the landlord shall provide the tenant
8 with written documentation from the service provider showing the landlord’s
9 cost for the garbage collection and disposal service provided to the facility
10 during at least the preceding year.

11 “(4) A landlord may not convert a billing method under subsection (1) of
12 this section less than one year after giving notice of a rent increase, unless
13 the rent increase is an automatic increase provided for in a fixed term rental
14 agreement entered into one year or more before the conversion.

15 “**SECTION 55.** ORS 90.555 is amended to read:

16 “90.555. (1) A facility tenant may not rent the tenant’s manufactured
17 dwelling or floating home to another person for a period exceeding three
18 days unless the facility landlord, facility tenant and dwelling or home renter
19 enter into a written subleasing agreement specifying the rights and obli-
20 gations of the landlord, tenant and renter during the renter’s occupancy of
21 the dwelling or home. The subleasing agreement shall include, but need not
22 be limited to, provisions that require the dwelling or home renter to timely
23 pay directly to the facility landlord the space rent, any separately assessed
24 fees payable under the rental agreement and any separately billed utility or
25 service charge described in ORS [90.532 (1)(b) or (c)] **90.531 to 90.539**, and
26 provisions that grant the dwelling or home renter the same rights as the
27 facility tenant to cure a violation of the rental agreement for the facility
28 space, to require facility landlord compliance with ORS 90.730 and to be
29 protected from retaliatory conduct under ORS 90.765. This subsection does
30 not authorize a facility tenant to rent a manufactured dwelling or floating

1 home to another person in violation of the rental agreement between the
2 facility tenant and the facility landlord.

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

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

16 “(4) Unless otherwise provided in the subleasing agreement, a facility
17 landlord may terminate a subleasing agreement:

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

20 “(b) If a condition described in ORS 90.380 (5)(b) exists for the facility
21 space, by giving the renter the same notice to which the facility tenant is
22 entitled under ORS 90.380 (5)(b); or

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

26 “(A) For nonpayment of facility space rent; or

27 “(B) For any conduct by the dwelling or home renter that would be a vi-
28 olation of the rental agreement under ORS 90.396 or 90.398 if committed by
29 the facility tenant.

30 “(5) Upon termination of a subleasing agreement by the facility landlord,

1 whether with or without cause, the dwelling or home renter and the facility
2 tenant are excused from continued performance under any agreement for the
3 renter's occupancy of the manufactured dwelling or floating home owned by
4 the facility tenant.

5 “(6)(a) If, during the term of a subleasing agreement, the facility landlord
6 gives notice to the facility tenant of a rental agreement violation, of a law
7 or ordinance violation or of the facility's closure, conversion or sale, the
8 landlord shall also promptly give a copy of the notice to the dwelling or
9 home renter. The giving of notice to the dwelling or home renter does not
10 constitute notice to the facility tenant unless the tenant has expressly ap-
11 pointed the renter as the tenant's agent for purposes of receiving notice.

12 “(b) If the facility landlord gives notice to the dwelling or home renter
13 that the landlord is terminating the subleasing agreement, the landlord shall
14 also promptly give a copy of the notice to the facility tenant. The landlord
15 shall give the notice to the facility tenant in the same manner as for giving
16 notice of a rental agreement violation.

17 “(c) If, during the term of a subleasing agreement, the facility tenant
18 gives notice to the facility landlord of a rental agreement violation, termi-
19 nation of tenancy or sale of the manufactured dwelling or floating home, the
20 tenant shall also promptly give a copy of the notice to the dwelling or home
21 renter.

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

25 “(7) If the rental agreement permits the facility tenant to sublease the
26 tenant's manufactured dwelling or floating home, the landlord shall apply to
27 the dwelling or home renter credit and conduct screening criteria that is
28 substantially similar to the credit and conduct screening criteria the land-
29 lord applies to applicants for a tenancy of a dwelling or home that is either
30 owned by the landlord or on consignment with the landlord under ORS

1 90.680.

2 **“SECTION 56.** ORS 90.600, as amended by section 3, chapter 1, Oregon
3 Laws 2019 (Enrolled Senate Bill 608), is amended to read:

4 “90.600. (1) For purposes of this section, the term ‘consumer price index’
5 refers to the annual 12-month average change in the Consumer Price Index
6 for All Urban Consumers, West Region (All Items), as published by the Bu-
7 reau of Labor Statistics of the United States Department of Labor in Sep-
8 tember of the prior calendar year.

9 “(2) If a rental agreement is a month-to-month tenancy to which ORS
10 90.505 to 90.850 apply, the landlord may not increase the rent:

11 “(a) Without giving each affected tenant notice in writing at least 90 days
12 prior to the effective date of the rent increase; and

13 “(b) During any 12-month period, in an amount greater than seven percent
14 plus the consumer price index above the existing rent.

15 “(3) The written notice required by subsection (2)(a) of this section must
16 specify:

17 “(a) The amount of the rent increase;

18 “(b) The amount of the new rent;

19 “(c) Facts supporting the exemption authorized by subsection (4) of this
20 section, if the increase is above the amount allowed in subsection (2)(b) of
21 this section; and

22 “(d) The date on which the increase becomes effective.

23 “(4) A landlord is not subject to subsection (2)(b) of this section when:

24 “(a) The first certificate of occupancy for the dwelling unit was issued
25 less than 15 years from the date of the notice of the rent increase; or

26 “(b) The landlord is providing reduced rent to the tenant as part of a
27 federal, state or local program or subsidy.

28 “(5) A landlord that increases rent in violation of subsection (2)(b) of this
29 section shall be liable to the tenant in an amount equal to three months’ rent
30 plus actual damages suffered by the tenant.

1 “(6) This section does not create a right to increase rent that does not
2 otherwise exist.

3 “(7) This section does not require a landlord to compromise, justify or
4 reduce a rent increase that the landlord otherwise is entitled to impose.

5 “(8) Neither ORS 90.510 (1), requiring a landlord to provide a statement
6 of policy, nor ORS 90.510 (4), requiring a landlord to provide a written rental
7 agreement, create a basis for tenant challenge of a rent increase, judicially
8 or otherwise.

9 “(9)(a) The tenants who reside in a facility may elect one committee of
10 seven or fewer members in a facility-wide election to represent the tenants.
11 One tenant of record for each rented space may vote in the election. Upon
12 written request from the tenants’ committee, the landlord or a representative
13 of the landlord shall meet with the committee within 10 to 30 days of the
14 request to discuss the tenants’ nonrent concerns regarding the facility. Un-
15 less the parties agree otherwise, upon a request from the tenants’ committee,
16 a landlord or representative of the landlord shall meet with the tenants’
17 committee at least once, but not more than twice, each calendar year. The
18 meeting shall be held on the premises if the facility has suitable meeting
19 space for that purpose, or at a location reasonably convenient to the tenants.
20 After the meeting, the tenants’ committee shall send a written summary of
21 the issues and concerns addressed at the meeting to the landlord. The land-
22 lord or the landlord’s representative shall make a good faith response in
23 writing to the committee’s summary within 60 days.

24 “(b) The tenants’ committee [*is*] **may be** entitled to informal dispute re-
25 solution [*in accordance with*] **under** ORS 446.547 if the landlord or landlord’s
26 representative fails to meet with the tenants’ committee or fails to respond
27 in good faith to the written summary as required by paragraph (a) of this
28 subsection.

29 **“SECTION 57.** ORS 90.643 is amended to read:

30 “90.643. (1) A manufactured dwelling park may be converted to a planned

1 community subdivision of manufactured dwellings pursuant to ORS 92.830 to
2 92.845. When a manufactured dwelling park is converted pursuant to ORS
3 92.830 to 92.845:

4 “(a) Conversion does not require closure of the park pursuant to ORS
5 90.645 or termination of any tenancy on any space in the park or any lot in
6 the planned community subdivision of manufactured dwellings.

7 “(b) After approval of the tentative plan under ORS 92.830 to 92.845, the
8 manufactured dwelling park ceases to exist, notwithstanding the possibility
9 that four or more lots in the planned community subdivision may be avail-
10 able for rent.

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

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

16 “(a) A tenant who does not buy the space occupied by the tenant’s man-
17 ufactured dwelling may terminate the tenancy and move. If the tenant ter-
18 minates the tenancy after receiving the notice required by ORS 92.839 and
19 before the expiration of the 60-day period described in ORS 92.840 (2), the
20 landlord shall pay the tenant as provided in ORS 90.645 (1).

21 “(b) If the landlord and the tenant continue the tenancy on the lot created
22 in the planned community subdivision, the tenancy is governed by ORS
23 90.100 to 90.465, except that the following provisions apply and, in the case
24 of a conflict, control:

25 “(A) ORS 90.510 (4) to (7) applies to a rental agreement and rules and
26 regulations concerning the use and occupancy of the subdivision lot until the
27 declarant turns over administrative control of the planned community sub-
28 division of manufactured dwellings to a homeowners association pursuant to
29 ORS 94.600 and 94.604 to 94.621. The landlord shall provide each tenant with
30 a copy of the bylaws, rules and regulations of the homeowners association

1 at least 60 days before the turnover meeting described in ORS 94.609.

2 “(B) ORS 90.530 applies regarding pets.

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

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

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

6 “(F) ORS 90.630 applies to a termination by a landlord for cause. How-
7 ever, the sale of a lot in the planned community subdivision occupied by a
8 tenant to someone other than the tenant is a good cause for termination
9 under ORS 90.630 that the tenant cannot cure or correct and for which the
10 landlord must give written notice of termination that states the cause of
11 termination at least 180 days before termination.

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

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

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

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

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

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

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

26 “(N) ORS 90.755 applies to the right of a tenant to speak on political is-
27 sues and to post political signs.

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

29 “(P) ORS 90.771 applies to the confidentiality of information provided to
30 the [*Office of Manufactured Dwelling Park Community Relations of the*]

1 Housing and Community Services Department about disputes.

2 **“SECTION 58.** ORS 90.645 is amended to read:

3 “90.645. (1)(a) If a manufactured dwelling park, or a portion of the park
4 that includes the space for a manufactured dwelling, is to be closed and the
5 land or leasehold converted to a use other than as a manufactured dwelling
6 park, and the closure is not required by the exercise of eminent domain or
7 by order of federal, state or local agencies, the landlord may terminate a
8 month-to-month or fixed term rental agreement for a manufactured dwelling
9 park space:

10 “(A) By giving the tenant not less than 365 days’ notice in writing before
11 the date designated in the notice for termination; and

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

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

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

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

18 “(b) The [*Office of Manufactured Dwelling Park Community Relations of*
19 *the*] Housing and Community Services Department shall establish by rule a
20 process to annually recalculate the amounts described in paragraph (a) of
21 this subsection to reflect inflation.

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

25 “(a) May terminate a rental agreement by giving the tenant not less than
26 180 days’ notice in writing before the date designated in the notice for ter-
27 mination.

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

30 “(A) Buys the space or lot on which the tenant’s manufactured dwelling

1 is located and does not move the dwelling; or

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

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

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

8 “(b) Designate the date of closure; and

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

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

18 “(5) Notwithstanding subsection (1) of this section:

19 “(a) A landlord is not required to make a payment to a tenant as provided
20 in subsection (1) of this section unless the tenant gives the landlord not less
21 than 30 days’ and not more than 60 days’ written notice of the date within
22 the 365-day period on which the tenant will cease tenancy, whether by relo-
23 cation or abandonment of the manufactured dwelling.

24 “(b) If the manufactured dwelling is abandoned:

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

28 “(B) The landlord may not charge the tenant to store, sell or dispose of
29 the abandoned manufactured dwelling.

30 “(6)(a) A landlord may not charge a tenant any penalty, fee or unaccrued

1 rent for moving out of the manufactured dwelling park prior to the end of
2 the 365-day notice period.

3 “(b) A landlord may charge a tenant for rent for any period during which
4 the tenant occupies the space and may deduct from the payment amount re-
5 quired by subsection (1) of this section any unpaid moneys owed by the ten-
6 ant to the landlord.

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

10 “(8) This section does not limit a landlord’s right to terminate a tenancy
11 for nonpayment of rent under ORS 90.394 or for other cause under ORS
12 90.380 (5)(b), 90.396, 90.398 or 90.632 by complying with ORS 105.105 to
13 105.168.

14 “(9) If a landlord is required to close a manufactured dwelling park by the
15 exercise of eminent domain or by order of a federal, state or local agency,
16 the landlord shall notify the park tenants no later than 15 days after the
17 landlord receives notice of the exercise of eminent domain or of the agency
18 order. The notice to the tenants shall be in writing, designate the date of
19 closure, state the reason for the closure, describe the tax credit available
20 under section 17, chapter 906, Oregon Laws 2007, and any government relo-
21 cation benefits known by the landlord to be available to the tenants and
22 comply with any additional content requirements under ORS 90.650.

23 **“SECTION 59.** ORS 90.645, as amended by section 2a, chapter 906, Oregon
24 Laws 2007, and section 2, chapter 198, Oregon Laws 2017, is amended to read:

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

1 park space:

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

4 “(B) By paying a tenant, for each space for which a rental agreement is
5 terminated, one of the 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
9 dwelling.

10 “(b) The [*Office of Manufactured Dwelling Park Community Relations of*
11 *the*] Housing and Community Services Department shall establish by rule a
12 process to annually recalculate the amounts described in paragraph (a) of
13 this subsection to reflect inflation.

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

17 “(a) May terminate a rental agreement by giving the tenant not less than
18 180 days’ notice in writing before the date designated in the notice for ter-
19 mination.

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

22 “(A) Buys the space or lot on which the tenant’s manufactured dwelling
23 is located and does not move the dwelling; or

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

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

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

30 “(b) Designate the date of closure; and

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

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

10 “(5) Notwithstanding subsection (1) of this section:

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

16 “(b) If the manufactured dwelling is abandoned:

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

20 “(B) The landlord may not charge the tenant to store, sell or dispose of
21 the abandoned manufactured dwelling.

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

25 “(b) A landlord may charge a tenant for rent for any period during which
26 the tenant occupies the space and may deduct from the payment amount re-
27 quired by subsection (1) of this section any unpaid moneys owed by the ten-
28 ant to the landlord.

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

1 tenant of the space.

2 “(8) This section does not limit a landlord’s right to terminate a tenancy
3 for nonpayment of rent under ORS 90.394 or for other cause under ORS
4 90.380 (5)(b), 90.396, 90.398 or 90.632 by complying with ORS 105.105 to
5 105.168.

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

14 “(10) The [*Office of Manufactured Dwelling Park Community Relations*]
15 **department** shall adopt rules establishing a sample form for the notice de-
16 scribed in subsection (3) of this section.

17 **“SECTION 60.** ORS 90.650 is amended to read:

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

1 “(2) The [office] **Housing and Community Services Department** shall
2 adopt rules establishing a sample form for the notice described in this sec-
3 tion and the notice described in ORS 90.645 (3).

4 “(3) The Department **of Revenue**, in consultation with the [office]
5 **Housing and Community Services Department**, shall adopt rules estab-
6 lishing a sample form and explanation for the property tax assessment ap-
7 peal.

8 “(4) The [office] **Housing and Community Services Department** may
9 adopt rules to administer this section.

10 “**SECTION 61.** ORS 90.650, as amended by section 7a, chapter 906, Oregon
11 Laws 2007, is amended to read:

12 “90.650. (1) If a manufactured dwelling park or a portion of a manufac-
13 tured dwelling park is closed, resulting in the termination of the rental
14 agreement between the landlord of the park and a tenant renting space for
15 a manufactured dwelling, whether because of the exercise of eminent domain,
16 by order of a federal, state or local agency or as provided under ORS 90.645
17 (1), the landlord shall provide notice to the tenant that the closure may al-
18 low the taxpayer to appeal the property tax assessment on the manufactured
19 dwelling.

20 “(2) The Department of Revenue, in consultation with the [*Office of*
21 *Manufactured Dwelling Park Community Relations*] **Housing and Commu-
22 nity Services Department**, shall adopt rules establishing a sample form and
23 explanation for the property tax assessment appeal.

24 “(3) The [office] **Housing and Community Services Department** may
25 adopt rules to administer this section.

26 “**SECTION 62.** ORS 90.655 is amended to read:

27 “90.655. (1) A landlord that gives a notice of termination under ORS
28 90.645 shall, at the same time, send one copy of the notice to the [*Office of*
29 *Manufactured Dwelling Park Community Relations*] **Housing and Commu-
30 nity Services Department** by first class mail. The landlord shall, at the

1 same time, send a copy of the notice, both by first class mail and by certified
2 mail with return receipt requested, for each affected manufactured dwelling,
3 to any person:

4 “(a) That is not a tenant; and

5 “(b)(A) That the landlord actually knows to be an owner of the manufac-
6 tured dwelling; or

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

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

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

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

17 **“SECTION 63.** ORS 90.771 is amended to read:

18 “90.771. (1) In order to foster the role of the [*Office of Manufactured*
19 *Dwelling Park Community Relations*] **Housing and Community Services**
20 **Department** in mediating and resolving disputes between landlords and
21 tenants of manufactured dwelling and floating home facilities, the [*Housing*
22 *and Community Services*] department shall establish procedures to maintain
23 the confidentiality of information received by the [*office*] **department** per-
24 taining to individual landlords and tenants of facilities and to landlord-
25 tenant disputes. The procedures must comply with the provisions of this
26 section.

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

29 “(a) The identity of a landlord, tenant or complainant involved in a dis-
30 pute or of a person who provides information to the department in response

1 to a department investigation of a dispute;

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

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

5 “(3) The department may disclose:

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

8 “(b) Information described in subsection (2) of this section if the landlord,
9 tenant, complainant or other person who provided the information being
10 disclosed, or the legal representative thereof, consents orally or in writing
11 to the disclosure and specifies to whom the disclosure may be made. Only the
12 landlord, tenant, complainant or other person who provided the information
13 to the department may authorize or deny the disclosure of the information.

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

19 **“SECTION 64.** ORS 92.840 is amended to read:

20 “92.840. (1) Notwithstanding the provisions of ORS 92.016 (1), prior to the
21 approval of a tentative plan, the declarant may negotiate to sell a lot for
22 which approval is required under ORS 92.830 to 92.845.

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

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

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

28 “(3) For 60 days after termination of the offer required under subsection
29 (2) of this section, the declarant may not sell the lot to a person other than
30 the tenant at a price or on terms that are more favorable to the purchaser

1 than the price or terms that were offered to the tenant.

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

9 “(5) Prior to the sale of a lot in a subdivision created by conversion of
10 the park, the declarant must provide the tenant or other potential purchaser
11 of the lot with information about the homeowners association formed by the
12 declarant as required by ORS 94.625. The information must, at a minimum,
13 include the association name and type and any rights set forth in the dec-
14 laration required by ORS 94.580.

15 “(6) The declarant may not begin improvements or rehabilitation to the
16 lot during the period described in the landlord’s notice of termination under
17 ORS 90.645 without the permission of the tenant.

18 “(7) The declarant may begin improvements or rehabilitation to the com-
19 mon property as defined in the declaration during the period described in the
20 landlord’s notice of termination under ORS 90.645.

21 “(8) If the tenant does not buy the lot occupied by the tenant’s manufac-
22 tured dwelling or mobile home, the declarant and the tenant may continue
23 the tenancy on the lot after approval of the tentative plan. The rights and
24 responsibilities of tenants who continue their tenancy on the lot in the
25 planned community subdivision of manufactured dwellings are set out in
26 ORS 90.643.

27 “(9) After approval of the tentative plan and the period provided by sub-
28 section (2)(a) of this section, the declarant shall promptly:

29 “(a) Notify the [*Office of Manufactured Dwelling Park Community Re-*
30 *lations of the*] Housing and Community Services Department of the approval.

1 “(b) Provide the [*office*] **department** with a street address for each lot in
2 the planned community subdivision of manufactured dwellings that remains
3 available for rental use.

4 “(10) Nothing in this section prevents the declarant from terminating a
5 tenancy in the park in compliance with ORS 90.630, 90.632 and 90.645. How-
6 ever, the declarant shall make the offer required under subsection (2) of this
7 section to a tenant whose tenancy is terminated after approval of the tenta-
8 tive plan unless the termination is for cause under ORS 90.392, 90.394, 90.396,
9 90.630 (1) or (8) or 90.632.

10 **“SECTION 65.** ORS 93.643 is amended to read:

11 “93.643. (1) To give constructive notice of an interest in real property, a
12 person must have documentation of the interest recorded in the indices
13 maintained under ORS 205.130 in the county where the property is located.
14 Such recordation, and no other record, constitutes constructive notice to any
15 person of the existence of the interest, except:

16 “(a) Constructive notice may be given as provided in ORS 311.405 [*and*
17 *446.515 to 446.547*] and ORS chapters 87, 450, 451, 452, 453, 454, 455 and 456
18 and local government charters; or

19 “(b) A city may give constructive notice of a governmental lien by main-
20 taining a record of the lien in an electronic medium that is accessible online
21 during the regular business hours of the city.

22 “(2) Notwithstanding subsection (1) of this section:

23 “(a) A judgment lien attaches to real property of the judgment debtor as
24 provided in ORS chapter 18.

25 “(b) A lien shall be created against all real property of the person named
26 in an order or warrant as provided in ORS 205.125 if the order or warrant
27 is recorded in the County Clerk Lien Record.

28 “(c) Constructive notice of either a local improvement district estimated
29 assessment or a system development charge installment payment contract
30 pursuant to ORS 223.290, created after September 9, 1995, is given only by

1 one of the following methods:

2 “(A) By recording the notice of estimated assessment or the acceptance
3 of the system development charge installment payment contract in the in-
4 dices maintained under ORS 205.130 in the county in which the property is
5 located. The recording shall include a description of real property in the
6 manner prescribed in ORS 93.600. The city shall continue to maintain the
7 bond lien docket as prescribed in ORS 223.230. The bond lien docket shall
8 include a reference to the county recording by a document fee number or
9 book and page number.

10 “(B) By recording the notice of estimated assessment or the acceptance
11 of the system development charge installment payment contract through an
12 online electronic medium. The electronic lien record shall be the controlling
13 lien record, to the exclusion of any informational recording made by the city
14 in county indices. The city informational recording shall include a clear
15 statement of the purpose of the recording and a reference to the location of
16 the electronic lien record.

17 “(3) A city that maintains records through an online electronic medium
18 shall comply with the following requirements:

19 “(a) Each lien record shall consist of the effective date of the recording,
20 a reference to the location of source documents or files, a description of real
21 property in the manner prescribed in ORS 93.600, a site address, if appro-
22 priate, a state property identification number or county property tax iden-
23 tification number, a lien account number or other account identifier, the
24 amount of the estimated assessment or system development charge install-
25 ment payment contract, the final assessment in the case of a local improve-
26 ment assessment district and the current amount of principal balance.

27 “(b) Lien records shall be accessible through the online electronic medium
28 to any individual or organization by mutual agreement with the city. Users
29 of the online electronic medium shall be authorized to access the lien records
30 from equipment maintained at sites of their choosing.

1 “(4) Recording of the satisfaction of a local improvement district assess-
2 ment or system development charge installment payment contract shall be
3 made in the same location as the original recording, either in the indices
4 maintained under ORS 205.130 or in the lien docket maintained through an
5 electronic medium as provided in this section.

6 “(5) A city that establishes an electronic lien record as authorized by this
7 section shall record in the County Clerk Lien Record maintained under ORS
8 205.130 a statement that indicates the date and time at which the electronic
9 lien record takes priority over the County Clerk Lien Record and that de-
10 scribes the methods by which the electronic lien records of the city are made
11 accessible.

12 **“SECTION 66.** ORS 90.725 is amended to read:

13 “90.725. (1) As used in this section:

14 “(a) ‘Emergency’ includes but is not limited to:

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

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

19 “(b) ‘Unreasonable time’ refers to a time of day, day of the week or par-
20 ticular time that conflicts with the tenant’s reasonable and specific plans to
21 use the space.

22 “(c) ‘Yard maintenance, equipment servicing or grounds keeping’ includes,
23 but is not limited to, servicing individual septic tank systems or water
24 pumps, weeding, mowing grass and pruning trees and shrubs.

25 “(2) A landlord or a landlord’s agent may enter onto a rented space, not
26 including the tenant’s manufactured dwelling or floating home or an acces-
27 sory building or structure, to:

28 “(a) Inspect the space;

29 “(b) Make necessary or agreed repairs, decorations, alterations or im-
30 provements;

1 “(c) Inspect or maintain trees;

2 “(d) Supply necessary or agreed services;

3 “(e) Perform agreed yard maintenance, equipment servicing or grounds
4 keeping; *[or]*

5 “(f) Exhibit the space to prospective or actual purchasers of the facility,
6 mortgagees, tenants, workers or contractors[.]; **or**

7 “**(g) Install or maintain a utility or service line or submeter under**
8 **ORS 90.531 to 90.539.**

9 “(3) The right of access of the landlord or landlord’s agent is limited as
10 follows:

11 “(a) A landlord or landlord’s agent may enter upon the rented space
12 without consent of the tenant and without notice to the tenant for the pur-
13 pose of serving notices required or permitted under this chapter, the rental
14 agreement or any provision of applicable law.

15 “(b) In case of an emergency, a landlord or landlord’s agent may enter the
16 rented space without consent of the tenant, without notice to the tenant and
17 at any time. If a landlord or landlord’s agent makes an emergency entry in
18 the tenant’s absence, the landlord shall give the tenant actual notice within
19 24 hours after the entry, and the notice shall include the fact of the entry,
20 the date and time of the entry, the nature of the emergency and the names
21 of the persons who entered.

22 “(c) If the tenant requests repairs or maintenance in writing, the landlord
23 or landlord’s agent, without further notice, may enter upon demand, in the
24 tenant’s absence or without consent of the tenant, for the purpose of making
25 the requested repairs until the repairs are completed. The tenant’s written
26 request may specify allowable times. Otherwise, the entry must be at a rea-
27 sonable time. The authorization to enter provided by the tenant’s written
28 request expires after seven days, unless the repairs are in progress and the
29 landlord or landlord’s agent is making a reasonable effort to complete the
30 repairs in a timely manner. If the person entering to do the repairs is not

1 the landlord, upon request of the tenant, the person must show the tenant
2 written evidence from the landlord authorizing that person to act for the
3 landlord in making the repairs.

4 “(d) If a written agreement requires the landlord to perform yard main-
5 tenance, equipment servicing or grounds keeping for the space:

6 “(A) A landlord and tenant may agree that the landlord or landlord’s
7 agent may enter for that purpose upon the space, without notice to the ten-
8 ant, at reasonable times and with reasonable frequency. The terms of the
9 right of entry must be described in the rental agreement or in a separate
10 written agreement.

11 “(B) A tenant may deny consent for a landlord or landlord’s agent to en-
12 ter upon the space pursuant to this paragraph if the entry is at an unrea-
13 sonable time or with unreasonable frequency. The tenant must assert the
14 denial by giving actual notice of the denial to the landlord or landlord’s
15 agent prior to, or at the time of, the attempted entry.

16 “(e) In all other cases, unless there is an agreement between the landlord
17 and the tenant to the contrary regarding a specific entry, the landlord shall
18 give the tenant at least 24 hours’ actual notice of the intent of the landlord
19 to enter and the landlord or landlord’s agent may enter only at reasonable
20 times. The landlord or landlord’s agent may not enter if the tenant, after
21 receiving the landlord’s notice, denies consent to enter. The tenant must as-
22 sert this denial of consent by giving actual notice of the denial to the land-
23 lord or the landlord’s agent prior to, or at the time of, the attempt by the
24 landlord or landlord’s agent to enter.

25 “(f) Notwithstanding paragraph (e) of this subsection, a landlord or the
26 landlord’s agent may enter a rented space solely to inspect a tree despite a
27 denial of consent by the tenant if the landlord or the landlord’s agent has
28 given at least 24 hours’ actual notice of the intent to enter to inspect the
29 tree and the entry occurs at a reasonable time.

30 “(4) A landlord shall not abuse the right of access or use it to harass the

1 tenant. A tenant shall not unreasonably withhold consent from the landlord
2 to enter.

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

4 “(a) Pursuant to court order;

5 “(b) As permitted by ORS 90.410 (2);

6 “(c) As permitted under ORS 90.539; or

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

8 “(6) If a landlord is required by a governmental agency to enter a rented
9 space, but the landlord fails to gain entry after a good faith effort in com-
10 pliance with this section, the landlord shall not be found in violation of any
11 state statute or local ordinance due to the failure.

12 “(7) If a landlord has a report from an arborist licensed as a landscape
13 construction professional pursuant to ORS 671.560 and certified by the
14 International Society of Arboriculture that a tree on the rented space is a
15 hazard tree that must be maintained by the landlord as described in ORS
16 90.727, the landlord is not liable for any damage or injury as a result of the
17 hazard tree if the landlord is unable to gain entry after a good faith effort
18 in compliance with this section.

19 “(8) If the tenant refuses to allow lawful access, the landlord may obtain
20 injunctive relief to compel access or may terminate the rental agreement
21 pursuant to ORS 90.630 (1) and take possession in the manner provided in
22 ORS 105.105 to 105.168. In addition, the landlord may recover actual damages.

23 “(9) If the landlord makes an unlawful entry or a lawful entry in an un-
24 reasonable manner or makes repeated demands for entry otherwise lawful but
25 that have the effect of unreasonably harassing the tenant, the tenant may
26 obtain injunctive relief to prevent the reoccurrence of the conduct or may
27 terminate the rental agreement pursuant to ORS 90.620 (1). In addition, the
28 tenant may recover actual damages not less than an amount equal to one
29 month’s rent.

30 **“SECTION 67.** ORS 105.124, as amended by section 8, chapter 1, Oregon

1 Laws 2019 (Enrolled Senate Bill 608), is amended to read:

2 “105.124. For a complaint described in ORS 105.123, if ORS chapter 90
3 applies to the dwelling unit:

4 “(1) The complaint must be in substantially the following form and be
5 available from the clerk of the court:

6 “ _____

7 IN THE CIRCUIT COURT

8 FOR THE COUNTY OF

9 _____
10 No. _____

11
12 RESIDENTIAL EVICTION COMPLAINT

13
14 PLAINTIFF (Landlord or agent):

15 _____

16 _____

17 Address: _____

18 City: _____

19 State: _____ Zip: _____

20 Telephone: _____

21
22 vs.

23
24 DEFENDANT (Tenants/Occupants):

25 _____

26 _____

27 MAILING ADDRESS: _____

28 City: _____

29 State: _____ Zip: _____

30 Telephone: _____

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1.

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

2.

Landlord is entitled to possession of the property because of:

- _____ 24-hour notice for personal injury, substantial damage, extremely outrageous act or unlawful occupant. ORS 90.396 or 90.403.
- _____ 24-hour or 48-hour notice for violation of a drug or alcohol program. ORS 90.398.
- _____ 24-hour notice for perpetrating domestic violence, sexual assault or stalking. ORS 90.445.
- _____ 72-hour or 144-hour notice for nonpayment of rent. ORS 90.394.
- _____ 7-day notice with stated cause in a week-to-week tenancy. ORS 90.392 (6).
- _____ 10-day notice for a pet violation, a repeat violation in a month-to-month tenancy or without stated cause in a week-to-week tenancy. ORS 90.392 (5), 90.405 or 90.427 (2).
- _____ 20-day notice for a repeat violation. ORS 90.630 [(4)] (5).

1 “

2 “(2) The complaint must be signed by the plaintiff, or an attorney repre-
3 senting the plaintiff as provided by ORCP 17, or verified by an agent or
4 employee of the plaintiff or an agent or employee of an agent of the plaintiff.

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

7 **“SECTION 68.** ORS 105.138 is amended to read:

8 “105.138. (1) Notwithstanding ORS 105.137 (6), if a party to an action to
9 which ORS 90.505 to 90.850 apply moves for an order compelling arbitration
10 and abating the proceedings, the court shall summarily determine whether
11 the controversy between the parties is subject to an arbitration agreement
12 enforceable under ORS [90.610 (2)] ~~446.547~~ and, if so, shall issue an order
13 compelling the parties to submit to arbitration in accordance with the
14 agreement and abating the action for not more than 30 days, unless the
15 parties agree to an order of abatement for a longer period acceptable to the
16 court.

17 “(2) If the court issues an order compelling arbitration under subsection
18 (1) of this section, the court may not order the payment of rent into court
19 pending the arbitration unless the court finds such an order is necessary to
20 protect the rights of the parties.

21 **“SECTION 69.** ORS 456.095 is amended to read:

22 “456.095. (1) When the governing body of a city or county adopts a resolu-
23 tion pursuant to ORS 456.085, the governing body may then elect to have
24 the powers of a housing authority under [*this chapter, ORS chapter 455 and*
25 *ORS 446.515 to 446.547*] **ORS 456.055 to 456.235** exercised in any of the fol-
26 lowing ways:

27 “(a) Appointing by resolution, a commission composed of five, seven or
28 nine persons.

29 “(b) Declaring, by resolution, that the governing body, itself, shall exer-
30 cise the powers of a housing authority under [*this chapter, ORS chapter 455*

1 *and ORS 446.515 to 446.547]* **ORS 456.055 to 456.235**. A governing body that
2 exercises the powers of a housing authority may appoint at least one but not
3 more than two additional commissioners for the housing authority. An ap-
4 pointed commissioner has the same authority as other housing authority
5 commissioners, but may not exercise any powers of the governing body. At
6 least one appointed commissioner must be a resident who receives direct as-
7 sistance from the housing authority. The second appointed commissioner, if
8 any, at a minimum must live within the jurisdiction of the authority. An
9 appointed commissioner serves a term of office equal in length to the terms
10 of office for governing body members, but not more than four years. An ap-
11 pointed commissioner may be removed only for cause as described in ORS
12 456.110 or if the commissioner ceases to meet the requirements for being an
13 appointed commissioner. In the event that a housing authority commission
14 consisting of the governing body of a city and one or more appointed com-
15 missioners has an even number of members, the mayor [*shall*] **must** be in-
16 cluded as a member of the commission for the housing authority. An act of
17 a governing body exercising the powers of a housing authority is an act of
18 the commission for the housing authority only and not of the governing
19 body.

20 “(2) When the governing bodies of two or more authorities join and co-
21 operate with one another and create a regional authority to exercise all the
22 powers conferred by the Housing Authorities Law, as authorized by ORS
23 456.140, the governing bodies of the cooperating cities and counties shall by
24 resolution appoint a commission for the regional authority consisting of nine
25 persons. The cooperating cities and counties shall each appoint an equal
26 number of the nine commissioners. If nine divided by the number of joining
27 or cooperating cities and counties produces a fraction, then the commis-
28 sioners appointed by such cities and counties shall appoint one commissioner
29 so that nine commissioners in all are appointed. The nine commissioners
30 appointed by or on behalf of cities or counties may appoint at least one but

1 not more than two additional commissioners for the housing authority. At
2 least one additional commissioner must be a resident who receives direct
3 assistance from the housing authority. The second additional commissioner,
4 if any, at a minimum must live within the jurisdiction of the authority. The
5 term of office for an additional commissioner is equal to the term of office
6 for a commissioner appointed by or on behalf of cities or counties. An addi-
7 tional commissioner may be removed only for cause as described under ORS
8 456.110 or if the person ceases to meet the requirements for being an addi-
9 tional commissioner.

10 “(3) A commissioner of an authority may not be an officer or employee
11 of any city or county for which the authority is created, unless the commis-
12 sioner is a member of the governing body or one of the governing bodies.

13 “(4) Persons appointed to the commission shall include a variety of oc-
14 cupations. At least one commissioner, but not more than two commissioners,
15 appointed under subsection (1)(a) of this section must be a resident who re-
16 ceives direct assistance from the housing authority.

17 “(5) A governing body shall adopt a resolution for the appointment or
18 reappointment of a commissioner. A governing body resolution is conclusive
19 evidence that the commissioner was properly appointed.

20 “**SECTION 70.** ORS 456.233 is amended to read:

21 “456.233. If, pursuant to [*this chapter, ORS chapter 455 and ORS 446.515*
22 *to 446.547*] **456.055 to 456.235**, the governing body in a city or a county has
23 declared, by resolution, that the governing body itself shall exercise the
24 powers of a housing authority under [*this chapter, ORS chapter 455 and ORS*
25 *446.515 to 446.547*] **456.055 to 456.235**, the governing body may thereafter, by
26 resolution, elect to transfer [*such*] **the** powers and the authority to act as
27 the housing authority to any other body which may be designated [*by this*
28 *chapter, ORS chapter 455 and ORS 446.515 to 446.547*] **under ORS 456.055**
29 **to 456.235** to exercise such powers. The governing body of the city or county
30 may, by resolution, transfer the powers and authority to act as the housing

1 authority to itself. All duties and obligations of the governing body as the
2 housing authority of the municipality shall thereafter be assumed and per-
3 formed by the body to which such powers and authority are transferred.

4 **“SECTION 71.** ORS 457.160 is amended to read:

5 “457.160. Notwithstanding any other provisions of ORS chapters 455
6 [*and*] **or** 456 or this chapter [*and ORS 446.515 to 446.547*], where the gov-
7 erning body of a municipality certifies that an area is in need of redevelop-
8 ment or rehabilitation as a result of a flood, fire, hurricane, earthquake,
9 storm or other catastrophe respecting which the Governor has certified the
10 need for disaster assistance under federal law, the governing body may de-
11 clare a need for an urban renewal agency, if necessary, and may approve an
12 urban renewal plan and an urban renewal project for such area without re-
13 gard to the provisions requiring:

14 “(1) That the urban renewal plan conform to the comprehensive plan and
15 economic development plan, if any, for the municipality as a whole.

16 “(2) That the urban renewal area be a blighted area.”

17 In line 43, delete “55” and insert “72”.

18
