

Requested by Representative KOTEK

**PROPOSED AMENDMENTS TO
A-ENGROSSED HOUSE BILL 2006**

1 On page 1 of the printed A-engrossed bill, line 2, after “ORS” insert
2 “90.427,”.

3 On page 3, after line 31, insert:

4 **“SECTION 3.** ORS 90.427, as amended by section 1, chapter 1, Oregon
5 Laws 2019 (Enrolled Senate Bill 608), is amended to read:

6 “90.427. (1) As used in this section:

7 “(a) ‘First year of occupancy’ includes all periods in which any of the
8 tenants has resided in the dwelling unit for one year or less.

9 “(b) ‘Immediate family’ means:

10 “(A) An adult person related by blood, adoption, marriage or domestic
11 partnership, as defined in ORS 106.310, or as defined or described in similar
12 law in another jurisdiction;

13 “(B) An unmarried parent of a joint child;

14 “(C) A child, grandchild, foster child, ward or guardian; or

15 “(D) A child, grandchild, foster child, ward or guardian of any person
16 listed in subparagraph (A) or (B) of this paragraph.

17 “(2) If a tenancy is a week-to-week tenancy, the landlord or the tenant
18 may terminate the tenancy by a written notice given to the other at least
19 10 days before the termination date specified in the notice.

20 “(3) If a tenancy is a month-to-month tenancy:

21 “(a) At any time during the tenancy, the tenant may terminate the

1 tenancy by giving the landlord notice in writing not less than 30 days prior
2 to the date designated in the notice for the termination of the tenancy.

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

7 “(c) Except as provided in subsection (8) of this section, at any time after
8 the first year of occupancy, the landlord may terminate the tenancy only:

9 “(A) For a tenant cause and with notice in writing as specified in ORS
10 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445;
11 or

12 “(B) For a qualifying landlord reason for termination and with notice in
13 writing as described in subsections (5) [to (7)] **and (6)** of this section.

14 “(4) If the tenancy is a fixed term tenancy:

15 “(a) The landlord may terminate the tenancy during the fixed term only
16 for cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392,
17 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445.

18 “(b) If the specified ending date for the fixed term falls within the first
19 year of occupancy, the landlord may terminate the tenancy without cause
20 by giving the tenant notice in writing not less than 30 days prior to the
21 specified ending date for the fixed term, or 30 days prior to the date desig-
22 nated in the notice for the termination of the tenancy, whichever is later.

23 “(c) Except as provided by subsection (8) of this section, if the specified
24 ending date for the fixed term falls after the first year of occupancy, the
25 fixed term tenancy becomes a month-to-month tenancy upon the expiration
26 of the fixed term, unless:

27 “(A) The landlord and tenant agree to a new fixed term tenancy;

28 “(B) The tenant gives notice in writing not less than 30 days prior to the
29 specified ending date for the fixed term or the date designated in the notice
30 for the termination of the tenancy, whichever is later; or

1 “(C) The landlord has a qualifying reason for termination and gives notice
2 as specified in subsections (5) to (7) of this section.

3 “(5) The landlord may terminate a month-to-month tenancy under sub-
4 section (3)(c)(B) of this section at any time, or may terminate a fixed term
5 tenancy upon the expiration of the fixed term under subsection (4)(c) of this
6 section, by giving the tenant notice in writing not less than 90 days prior
7 to the date designated in the notice for the termination of the month-to-
8 month tenancy or the specified ending date for the fixed term, whichever is
9 later, if:

10 “(a) The landlord intends to demolish the dwelling unit or convert the
11 dwelling unit to a use other than residential use within a reasonable time;

12 “(b) The landlord intends to undertake repairs or renovations to the
13 dwelling unit within a reasonable time and:

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

15 “(B) The dwelling unit will be unsafe or unfit for occupancy during the
16 repairs or renovations;

17 “(c) The landlord intends for the landlord or a member of the landlord’s
18 immediate family to occupy the dwelling unit as a primary residence and the
19 landlord does not own a comparable unit in the same building that is avail-
20 able for occupancy at the same time that the tenant receives notice to ter-
21 minate the tenancy; or

22 “(d) The landlord has:

23 “(A) Accepted an offer to purchase the dwelling unit separately from any
24 other dwelling unit from a person who intends in good faith to occupy the
25 dwelling unit as the person’s primary residence; and

26 “(B) Provided the notice and written evidence of the offer to purchase the
27 dwelling unit, to the tenant not more than 120 days after accepting the offer
28 to purchase.

29 “(6)(a) A landlord that terminates a tenancy under subsection (5) of this
30 section shall:

1 “(A) Specify in the termination notice the reason for the termination and
2 supporting facts;

3 “(B) State that the rental agreement will terminate upon a designated
4 date not less than 90 days after delivery of the notice; and

5 “(C) At the time the landlord delivers the tenant the notice to terminate
6 the tenancy, pay the tenant an amount equal to one month’s periodic rent.

7 “(b) The requirements of paragraph (a)(C) of this subsection do not apply
8 to a landlord who has an ownership interest in four or fewer residential
9 dwelling units **subject to this chapter**.

10 “(7) A fixed term tenancy does not become a month-to-month tenancy
11 upon the expiration of the fixed term if the landlord gives the tenant notice
12 in writing not less than 90 days prior to the specified ending date for the
13 fixed term or 90 days prior to the date designated in the notice for the ter-
14 mination of the tenancy, whichever is later, and:

15 “(a) The tenant has committed three or more violations of the rental
16 agreement within the preceding 12-month period and the landlord has given
17 the tenant a written warning notice at the time of each violation;

18 “(b) Each written warning notice:

19 “(A) Specifies the violation;

20 “(B) States that the landlord may choose to terminate the tenancy at the
21 end of the fixed term if there are three violations within a 12-month period
22 preceding the end of the fixed term; and

23 “(C) States that correcting the third or subsequent violation is not a de-
24 fense to termination under this subsection; and

25 “(c) The 90-day notice of termination:

26 “(A) States that the rental agreement will terminate upon the specified
27 ending date for the fixed term or upon a designated date not less than 90
28 days after delivery of the notice, whichever is later;

29 “(B) Specifies the reason for the termination and supporting facts; and

30 “(C) Is delivered to the tenant concurrent with or after the third or sub-

1 sequent written warning notice.

2 “(8) If the tenancy is for occupancy in a dwelling unit that is located in
3 the same building or on the same property as the landlord’s primary resi-
4 dence, and the building or the property contains not more than two dwelling
5 units, the landlord may terminate the tenancy at any time after the first year
6 of occupancy:

7 “(a) For a month-to-month tenancy:

8 “(A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380
9 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445;

10 “(B) Without cause by giving the tenant notice in writing not less than
11 60 days prior to the date designated in the notice for the termination of the
12 tenancy; or

13 “(C) Without cause by giving the tenant notice in writing not less than
14 30 days prior to the date designated in the notice for the termination of the
15 tenancy if:

16 “(i) The dwelling unit is purchased separately from any other dwelling
17 unit;

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

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

24 “(b) For a fixed term tenancy:

25 “(A) During the term of the tenancy, only for cause and with notice as
26 described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405,
27 90.440 or 90.445; or

28 “(B) At any time during the fixed term, without cause by giving the ten-
29 ant notice in writing not less than 30 days prior to the specified ending date
30 for the fixed term, or 30 days prior to the date designated in the notice for

1 the termination of the tenancy, whichever is later.

2 “(9)(a) If a landlord terminates a tenancy in violation of subsection
3 (3)(c)(B), (4)(c), (5), (6) or (7) of this section:

4 “(A) The landlord shall be liable to the tenant in an amount equal to
5 three months’ rent in addition to actual damages sustained by the tenant as
6 a result of the tenancy termination; and

7 “(B) The tenant has a defense to an action for possession by the landlord.

8 “(b) A tenant is entitled to recovery under paragraph (a) of this sub-
9 section if the tenant commences an action asserting the claim within one
10 year after the tenant knew or should have known that the landlord termi-
11 nated the tenancy in violation of this section.

12 “(10) The tenancy shall terminate on the date designated and without re-
13 gard to the expiration of the period for which, by the terms of the tenancy,
14 rents are to be paid. Unless otherwise agreed, rent is uniformly
15 apportionable from day to day.

16 “(11) If the tenant remains in possession without the landlord’s consent
17 after expiration of the term of the rental agreement or its termination, the
18 landlord may bring an action for possession. In addition, the landlord may
19 recover from the tenant any actual damages resulting from the tenant hold-
20 ing over, including the value of any rent accruing from the expiration or
21 termination of the rental agreement until the landlord knows or should know
22 that the tenant has relinquished possession to the landlord. If the landlord
23 consents to the tenant’s continued occupancy, ORS 90.220 (7) applies.

24 “(12)(a) A notice given to terminate a tenancy under subsection (2), (3)(a)
25 or (b), (8)(a)(B) or (C) or (8)(b) of this section need not state a reason for the
26 termination.

27 “(b) Notwithstanding paragraph (a) of this subsection, a landlord or ten-
28 ant may include in a notice of termination given under subsection (2), (3)(a)
29 or (b), (8)(a)(B) or (C) or (8)(b) of this section an explanation of the reason
30 for the termination without having to prove the reason. An explanation does

1 not give the person receiving the notice of termination a right to cure the
2 reason if the notice states that:

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

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

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

8 “(13) Subsections (2) to (9) of this section do not apply to a month-to-
9 month tenancy subject to ORS 90.429 or other tenancy created by a rental
10 agreement subject to ORS 90.505 to 90.850.”

11 In line 32, delete “3” and insert “4”.

12 In line 36, delete “4” and insert “5”.

13 In line 40, delete “5” and insert “6”.

14 In line 45, delete “6” and insert “7”.

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