

HB 2006-A8  
(LC 4365)  
6/5/19 (RLM/ps)

Requested by JOINT COMMITTEE ON WAYS AND MEANS (at the request of Subcommittee on  
Transportation and Economic Development)

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

1 On page 1 of the printed A-engrossed bill, line 2, delete “147.453” and in-  
2 sert “90.427”.

3 On page 3, delete lines 12 through 31 and insert:

4 **“SECTION 2. Section 3 of this 2019 Act is added to and made a part**  
5 **of ORS 147.450 to 147.471.**

6 **“SECTION 3. The Department of Justice may assist victims of do-**  
7 **mestic violence and sexual assault with housing needs, including**  
8 **through homelessness prevention, housing search assistance, tenant**  
9 **education and funding for rent, utilities, moving costs, deposits, ap-**  
10 **plication fees or safe emergency housing.**

11 **“SECTION 4. Section 3 of this 2019 Act is repealed January 2, 2022.**

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

14 “90.427. (1) As used in this section:

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

17 “(b) ‘Immediate family’ means:

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

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

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

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

4 “(2) If a tenancy is a week-to-week tenancy, the landlord or the tenant  
5 may terminate the tenancy by a written notice given to the other at least  
6 10 days before the termination date specified in the notice.

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

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

11 “(b) At any time during the first year of occupancy, the landlord may  
12 terminate the tenancy by giving the tenant notice in writing not less than  
13 30 days prior to the date designated in the notice for the termination of the  
14 tenancy.

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

17 “(A) For a tenant cause and with notice in writing as specified in ORS  
18 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445;  
19 or

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

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

23 “(a) The landlord may terminate the tenancy during the fixed term only  
24 for cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392,  
25 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445.

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

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

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

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

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

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

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

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

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

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

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

30 “(d) The landlord has:

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

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

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

9 “(A) Specify in the termination notice the reason for the termination and  
10 supporting facts;

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

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

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

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

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

26 “(b) Each written warning notice:

27 “(A) Specifies the violation;

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

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

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

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

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

8 “(C) Is delivered to the tenant concurrent with or after the third or sub-  
9 sequent written warning notice.

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

15 “(a) For a month-to-month tenancy:

16 “(A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380  
17 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445;

18 “(B) Without cause by giving the tenant notice in writing not less than  
19 60 days prior to the date designated in the notice for the termination of the  
20 tenancy; or

21 “(C) Without cause by giving the tenant notice in writing not less than  
22 30 days prior to the date designated in the notice for the termination of the  
23 tenancy if:

24 “(i) The dwelling unit is purchased separately from any other dwelling  
25 unit;

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

29 “(iii) The landlord has provided the notice, and written evidence of the  
30 offer to purchase the dwelling unit, to the tenant not more than 120 days

1 after accepting the offer to purchase.

2 “(b) For a fixed term tenancy:

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

6 “(B) At any time during the fixed term, without cause by giving the ten-  
7 ant notice in writing not less than 30 days prior to the specified ending date  
8 for the fixed term, or 30 days prior to the date designated in the notice for  
9 the termination of the tenancy, whichever is later.

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

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

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

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

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

24 “(11) If the tenant remains in possession without the landlord’s consent  
25 after expiration of the term of the rental agreement or its termination, the  
26 landlord may bring an action for possession. In addition, the landlord may  
27 recover from the tenant any actual damages resulting from the tenant hold-  
28 ing over, including the value of any rent accruing from the expiration or  
29 termination of the rental agreement until the landlord knows or should know  
30 that the tenant has relinquished possession to the landlord. If the landlord

1 consents to the tenant's continued occupancy, ORS 90.220 (7) applies.

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

5 “(b) Notwithstanding paragraph (a) of this subsection, a landlord or ten-  
6 ant may include in a notice of termination given under subsection (2), (3)(a)  
7 or (b), (8)(a)(B) or (C) or (8)(b) of this section an explanation of the reason  
8 for the termination without having to prove the reason. An explanation does  
9 not give the person receiving the notice of termination a right to cure the  
10 reason if the notice states that:

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

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

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

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

19 In line 32, delete “3” and insert “6”.

20 In line 34, delete “\$15,000,000” and insert “\$3,000,000”.

21 Delete lines 36 through 44 and insert:

22 **“SECTION 7. In addition to and not in lieu of any other appropri-  
23 ation, there is appropriated to the Department of Justice, for the  
24 biennium beginning July 1, 2019, out of the General Fund, the amount  
25 of \$3,000,000, to assist victims of domestic violence and sexual assault  
26 with housing needs under section 3 of this 2019 Act.”.**

27 In line 45, delete “6” and insert “8”.

28