

# House Bill 2581

Sponsored by Representative FAHEY (Pre-session filed.)

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Aligns termination of tenancy for manufactured dwelling or floating home not in a facility with termination of other residential tenancies not in facilities.

## A BILL FOR AN ACT

1  
2 Relating to termination of tenancies not in a facility; amending ORS 90.427 and 90.429.

3 **Be It Enacted by the People of the State of Oregon:**

4 **SECTION 1.** ORS 90.429 is amended to read:

5 90.429. *[(1)]* If a tenancy consists of rented space for a manufactured dwelling or floating home  
6 that is owned by the tenant, but the tenancy is not subject to ORS 90.505 to 90.850 because the  
7 space is not in a facility, the landlord may terminate a *[month-to-month tenancy without a cause*  
8 *specified in ORS 90.392, 90.394 or 90.396 only by delivering a written notice of termination to the ten-*  
9 *ant not less than 180 days before the termination date designated in that notice.]*

10 *[(2)(a) A notice given to terminate a tenancy under subsection (1) of this section need not state a*  
11 *reason for the termination.]*

12 *[(b) Notwithstanding paragraph (a) of this subsection, a landlord may include in a notice of ter-*  
13 *mination given under subsection (1) of this section an explanation of the reason for the termination*  
14 *without having to prove the reason. An explanation does not give the tenant a right to cure the reason*  
15 *if the notice states that:]*

16 *[(A) The notice is given without stated cause;]*

17 *[(B) The tenant does not have a right to cure the reason for the termination; and]*

18 *[(C) The landlord need not prove the reason for the termination in a court action]* **tenancy only**  
19 **under ORS 90.427, except that a manufactured dwelling or floating home may not be subject**  
20 **to a week-to-week tenancy.**

21 **SECTION 2.** ORS 90.427 is amended to read:

22 90.427. (1) As used in this section:

23 (a) "First year of occupancy" includes all periods in which any of the tenants has resided in the  
24 dwelling unit for one year or less.

25 (b) "Immediate family" means:

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

28 (B) An unmarried parent of a joint child;

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

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

**NOTE:** Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted.  
New sections are in **boldfaced** type.

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

4 (3) If a tenancy is a month-to-month tenancy:

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

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

11 (c) Except as provided in subsection (8) of this section, at any time after the first year of occu-  
 12 pancy, the landlord may terminate the tenancy only:

13 (A) For a tenant cause and with notice in writing as specified in ORS 86.782 (6)(c), 90.380 (5),  
 14 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or

15 (B) For a qualifying landlord reason for termination and with notice in writing as described in  
 16 subsections (5) and (6) of this section.

17 (4) If the tenancy is a fixed term tenancy:

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

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

24 (c) Except as provided by subsection (8) of this section, if the specified ending date for the fixed  
 25 term falls after the first year of occupancy, the fixed term tenancy becomes a month-to-month  
 26 tenancy upon the expiration 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 specified ending date  
 29 for the fixed term or the date designated in the notice for the termination of the tenancy, whichever  
 30 is later; or

31 (C) The landlord has a qualifying reason for termination and gives notice as specified in sub-  
 32 sections (5) to (7) of this section.

33 (5) The landlord may terminate a month-to-month tenancy under subsection (3)(c)(B) of this sec-  
 34 tion at any time, or may terminate a fixed term tenancy upon the expiration of the fixed term under  
 35 subsection (4)(c) of this section, by giving the tenant notice in writing not less than 90 days prior  
 36 to the date designated in the notice for the termination of the month-to-month tenancy or the spec-  
 37 ified ending date for the fixed term, whichever is later, if:

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

40 (b) The landlord intends to undertake repairs or renovations to the dwelling unit within a rea-  
 41 sonable time and:

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

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

44 (c) The landlord intends for the landlord or a member of the landlord's immediate family to oc-  
 45 cupy the dwelling unit as a primary residence and the landlord does not own a comparable unit in

1 the same building that is available for occupancy at the same time that the tenant receives notice  
2 to terminate the tenancy; or

3 (d) The landlord has:

4 (A) Accepted an offer to purchase the dwelling unit separately from any other dwelling unit  
5 from a person who intends in good faith to occupy the dwelling unit as the person's primary resi-  
6 dence; and

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

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

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

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

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

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

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

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

24 (b) Each written warning notice:

25 (A) Specifies the violation;

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

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

30 (c) The 90-day notice of termination:

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

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

34 (C) Is delivered to the tenant concurrent with or after the third or subsequent written warning  
35 notice.

36 (8) If the tenancy is for occupancy in a dwelling unit that is located in the same building or on  
37 the same property as the landlord's primary residence, and the building or the property contains not  
38 more than two dwelling units, the landlord may terminate the tenancy at any time after the first  
39 year of occupancy:

40 (a) For a month-to-month tenancy:

41 (A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396,  
42 90.398, 90.405, 90.440 or 90.445;

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

45 (C) Without cause by giving the tenant notice in writing not less than 30 days prior to the date

1 designated in the notice for the termination of the tenancy if:

2 (i) The dwelling unit is purchased separately from any other dwelling unit;

3 (ii) The landlord has accepted an offer to purchase the dwelling unit from a person who intends  
4 in good faith to occupy the dwelling unit as the person's primary residence; and

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

7 (b) For a fixed term tenancy:

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

10 (B) At any time during the fixed term, without cause by giving the tenant notice in writing not  
11 less than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date  
12 designated in the notice for the termination of the tenancy, whichever is later.

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

15 (A) The landlord shall be liable to the tenant in an amount equal to three months' rent in ad-  
16 dition to actual damages sustained by the tenant as a result of the tenancy termination; and

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

18 (b) A tenant is entitled to recovery under paragraph (a) of this subsection if the tenant com-  
19 mences an action asserting the claim within one year after the tenant knew or should have known  
20 that the landlord terminated the tenancy in violation of this section.

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

24 (11) If the tenant remains in possession without the landlord's consent after expiration of the  
25 term of the rental agreement or its termination, the landlord may bring an action for possession. In  
26 addition, the landlord may recover from the tenant any actual damages resulting from the tenant  
27 holding over, including the value of any rent accruing from the expiration or termination of the  
28 rental agreement until the landlord knows or should know that the tenant has relinquished pos-  
29 session to the landlord. If the landlord consents to the tenant's continued occupancy, ORS 90.220 (7)  
30 applies.

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

33 (b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant may include in a no-  
34 tice of termination given under subsection (2), (3)(a) or (b), (8)(a)(B) or (C) or (8)(b) of this section  
35 an explanation of the reason for the termination without having to prove the reason. An explanation  
36 does not give the person receiving the notice of termination a right to cure the reason if the notice  
37 states that:

38 (A) The notice is given without stated cause;

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

40 (C) The person giving the notice need not prove the reason for the termination in a court action.

41 (13) Subsections (2) to (9) of this section do not apply to a [*month-to-month tenancy subject to*  
42 *ORS 90.429 or other*] tenancy created by a rental agreement subject to ORS 90.505 to 90.850.