

House Bill 3306

Sponsored by Representatives MEEK, ZIKA

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**.

Allows landlord and tenant to agree to recurring charge in lieu of security deposit. Establishes requirements of agreement.

A BILL FOR AN ACT

1
2 Relating to charges in lieu of security deposit; creating new provisions; and amending ORS 90.100,
3 90.140, 90.300, 90.302 and 90.392.

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

5 **SECTION 1. Section 2 of this 2021 Act is added to and made a part of ORS chapter 90.**

6 **SECTION 2. (1) A landlord may allow a tenant to pay a recurring charge in addition to
7 rent and in lieu of paying any security deposit.**

8 **(2) A charge under this section:**

9 **(a) May be used by the landlord to purchase insurance coverage from a licensed insurer
10 for a tenant's unpaid rent or property damage.**

11 **(b) May be fully or partially refundable to the tenant.**

12 **(c) May not be charged in combination with a security deposit.**

13 **(d) May be assessed and collected only by agreement of the tenant.**

14 **(3) Before assessing a charge under this section, tenant must separately sign an agree-
15 ment, including an agreement in an addendum to the rental agreement, in which the landlord
16 must conspicuously disclose:**

17 **(a) The amount of the charge and the payment schedule.**

18 **(b) That the payment of the charge is optional and that the tenant may elect to pay a
19 security deposit instead of the charge.**

20 **(c) The amount of any security deposit that the tenant must pay if the tenant elects not
21 to pay the charge.**

22 **(d) Whether any portion of the charge is refundable, and under what terms the charge
23 will be refunded.**

24 **(e) That the charge does not relieve the tenant of any obligations under the rental
25 agreement, including the obligations to pay rent through the end of the tenancy and to re-
26 turn the property to the landlord undamaged except for ordinary wear and tear.**

27 **(4) A landlord must return any collected security deposit to the tenant before collecting
28 any charge under this section.**

29 **(5) A charge under this section, including a refundable charge, is not a security deposit
30 and is not subject to ORS 90.300.**

31 **(6) Nonpayment of a charge under this section is not grounds for termination of a rental**

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 **agreement for nonpayment of rent under ORS 90.394 but is grounds for termination of a**
 2 **rental agreement for cause under ORS 90.392.**

3 **(7) As used in this section, “security deposit” does not include a last month’s rent deposit**
 4 **or other prepaid rent.**

5 **SECTION 3.** ORS 90.140 is amended to read:

6 90.140. (1) A landlord may require or accept the following types of payments:

7 (a) Applicant screening charges, pursuant to ORS 90.295;

8 (b) Deposits to secure the execution of a rental agreement, pursuant to ORS 90.297;

9 (c) Security deposits, pursuant to ORS 90.300;

10 **(d) Charges in lieu of a security deposit, pursuant to section 2 of this 2021 Act;**

11 [(d)] **(e)** Fees, pursuant to ORS 90.302;

12 [(e)] **(f)** Rent, as defined in ORS 90.100;

13 [(f)] **(g)** Prepaid rent, as defined in ORS 90.100;

14 [(g)] **(h)** Utility or service charges, pursuant to ORS 90.315 (4), 90.568 or 90.572;

15 [(h)] **(i)** Late charges or fees, pursuant to ORS 90.260; and

16 [(i)] **(j)** Damages, for noncompliance with a rental agreement or ORS 90.325, under ORS 90.401
 17 or as provided elsewhere in this chapter.

18 (2) A tenant who requests a writing that evidences the tenant’s payment is entitled to receive
 19 that writing from the landlord as a condition for making the payment. The writing may be a receipt,
 20 statement of the tenant’s account or other acknowledgment of the tenant’s payment. The writing
 21 must include the amount paid, the date of payment and information identifying the landlord or the
 22 rental property. If the tenant makes the payment by mail, deposit or a method other than in person
 23 and requests the writing, the landlord shall within a reasonable time provide the tenant with the
 24 writing in a manner consistent with ORS 90.150.

25 **SECTION 4.** ORS 90.300 is amended to read:

26 90.300. (1) As used in this section, “security deposit” includes any last month’s rent deposit.

27 (2)(a) Except as otherwise provided in this section **and section 2 of this 2021 Act**, a landlord
 28 may require a tenant to pay a security deposit. The landlord shall provide the tenant with a receipt
 29 for any security deposit the tenant pays. The landlord shall hold a security deposit or prepaid rent
 30 for the tenant who is a party to the rental agreement. A tenant’s claim to the security deposit or
 31 prepaid rent is prior to the claim of a creditor of the landlord, including a trustee in bankruptcy.

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

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

37 (4) A landlord may not charge a tenant a pet security deposit for keeping a service animal or
 38 companion animal that a tenant with a disability requires as a reasonable accommodation under fair
 39 housing laws.

40 (5)(a) Except as otherwise provided in this subsection, a landlord may not change the rental
 41 agreement to require the tenant to pay a new or increased security deposit during the first year
 42 after the tenancy has begun. Subject to subsection (4) of this section, the landlord may require an
 43 additional deposit if the landlord and tenant agree to modify the terms and conditions of the rental
 44 agreement to permit a pet or for other cause and the additional deposit relates to the modification.
 45 This paragraph does not prevent a landlord from collecting a security deposit that an initial rental

1 agreement provided for but that remained unpaid at the time the tenancy began.

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

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

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

7 (A) To remedy the tenant's defaults in the performance of the rental agreement including, but
 8 not limited to, unpaid rent; and

9 (B) To repair damages to the premises caused by the tenant, not including ordinary wear and
 10 tear.

11 (b) A landlord is not required to repair damage caused by the tenant in order for the landlord
 12 to claim against the deposit for the cost to make the repair. Any labor costs the landlord assesses
 13 under this subsection for cleaning or repairs must be based on a reasonable hourly rate. The land-
 14 lord may charge a reasonable hourly rate for the landlord's own performance of cleaning or repair
 15 work.

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

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

19 (i) The cleaning is performed by use of a machine specifically designed for cleaning or
 20 shampooing carpets;

21 (ii) The carpet was cleaned or replaced after the previous tenancy or the most recent significant
 22 use of the carpet and before the tenant took possession; and

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

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

29 (8) A landlord may not require a tenant to pay or to forfeit a security deposit or prepaid rent
 30 to the landlord for the tenant's failure to maintain a tenancy for a minimum number of months in
 31 a month-to-month tenancy.

32 (9) The landlord must apply any last month's rent deposit to the rent due for the last month of
 33 the tenancy:

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

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

37 (c) When the tenancy terminates in accordance with the provisions of a written rental agree-
 38 ment for a term tenancy.

39 (10) A landlord shall account for and refund as provided in subsections (12) to (14) of this section
 40 any portion of a last month's rent deposit the landlord does not apply as provided under subsection
 41 (9) of this section. Unless the tenant and landlord agree otherwise, the tenant may not require the
 42 landlord to apply a last month's rent deposit to rent due for any period other than the last month
 43 of the tenancy. A last month's rent deposit does not limit the amount of rent charged unless a
 44 written rental agreement provides otherwise.

45 (11) When the tenancy terminates, a landlord shall account for and refund to the tenant, in the

1 same manner this section requires for security deposits, the unused balance of any prepaid rent the
 2 landlord has not previously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or any other
 3 provision of this chapter. The landlord may claim from the remaining prepaid rent only the amount
 4 reasonably necessary to pay the tenant's unpaid rent.

5 (12) In order to claim all or part of any prepaid rent or security deposit, within 31 days after
 6 the tenancy terminates and the tenant delivers possession the landlord shall give to the tenant a
 7 written accounting that states specifically the basis or bases of the claim. The landlord shall give
 8 a separate accounting for security deposits and for prepaid rent.

9 (13) The landlord shall return to the tenant the security deposit or prepaid rent or the portion
 10 of the security deposit or prepaid rent that the landlord does not claim in the manner provided by
 11 subsections (11) and (12) of this section not later than 31 days after the tenancy terminates and the
 12 tenant delivers possession to the landlord.

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

16 (15) If a security deposit or prepaid rent secures a tenancy for a space for a manufactured
 17 dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the
 18 dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period de-
 19 scribed in subsections (12) and (13) of this section commences on the earliest of:

- 20 (a) Waiver of the abandoned property process under ORS 90.425 (26) or 90.675 (24);
- 21 (b) Removal of the manufactured dwelling or floating home from the rented space;
- 22 (c) Destruction or other disposition of the manufactured dwelling or floating home under ORS
 23 90.425 (10)(b) or 90.675 (10)(b); or
- 24 (d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675
 25 (10)(a).

26 (16) If the landlord fails to comply with subsection (13) of this section or if the landlord in bad
 27 faith fails to return all or any portion of any prepaid rent or security deposit due to the tenant
 28 under this chapter or the rental agreement, the tenant may recover the money due in an amount
 29 equal to twice the amount:

- 30 (a) Withheld without a written accounting under subsection (12) of this section; or
- 31 (b) Withheld in bad faith.

32 (17)(a) A security deposit or prepaid rent in the possession of the landlord is not garnishable
 33 property, as provided in ORS 18.618.

34 (b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS
 35 18.618 (1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall
 36 allow the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is
 37 delivered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the
 38 tenant fails to restore a security deposit or prepaid rent under the provisions of this paragraph be-
 39 fore the tenancy terminates, and the landlord retains no security deposit or prepaid rent from the
 40 tenant after the garnishment, the landlord is not required to refund or account for the security de-
 41 posit or prepaid rent under subsection (11) of this section.

42 (18) This section does not preclude the landlord or tenant from recovering other damages under
 43 this chapter.

44 **SECTION 5.** ORS 90.302 is amended to read:

45 90.302. (1) A landlord may not charge a fee at the beginning of the tenancy for an anticipated

1 landlord expense and may not require the payment of any fee except as provided in this section.
 2 A fee must be described in a written rental agreement.

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

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

5 (b) A dishonored check, pursuant to ORS 30.701 (5). The amount of the fee may not exceed the
 6 amount described in ORS 30.701 (5) plus any amount that a bank has charged the landlord for pro-
 7 cessing the dishonored check.

8 (c) Removal or tampering with a properly functioning smoke alarm, smoke detector or carbon
 9 monoxide alarm, as provided in ORS 90.325 (2). The landlord may charge a fee of up to \$250 unless
 10 the State Fire Marshal assesses the tenant a civil penalty for the conduct under ORS 479.990 or
 11 under ORS 105.836 to 105.842 and 476.725.

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

14 (e) The abandonment or relinquishment of a dwelling unit during a fixed term tenancy without
 15 cause. The fee may not exceed one and one-half times the monthly rent. A landlord may not assess
 16 a fee under this paragraph if the abandonment or relinquishment is pursuant to ORS 90.453 (2),
 17 90.472 or 90.475. If the landlord assesses a fee under this paragraph:

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

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

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

24 (3)(a) A landlord may charge a tenant a fee under this subsection for a second noncompliance
 25 or for a subsequent noncompliance with written rules or policies that describe the prohibited con-
 26 duct and the fee for a second noncompliance, and for any third or subsequent noncompliance, that
 27 occurs within one year after a written warning notice described in subparagraph (A) of this para-
 28 graph. Except as provided in paragraph (b)(G) or (H) of this subsection, the fee may not exceed \$50
 29 for the second noncompliance within one year after the warning notice for the same or a similar
 30 noncompliance or \$50 plus five percent of the rent payment for the current rental period for a third
 31 or subsequent noncompliance within one year after the warning notice for the same or a similar
 32 noncompliance. The landlord:

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

34 (i) A specific noncompliance before charging a fee for a second or subsequent noncompliance for
 35 the same or similar conduct; and

36 (ii) The amount of the fee for a second noncompliance, and for any subsequent noncompliance,
 37 that occurs within one year after the warning notice.

38 (B) Shall give a tenant a written notice describing the noncompliance when assessing a fee for
 39 a second or subsequent noncompliance that occurs within one year after the warning notice.

40 (C) Shall give a warning notice for a noncompliance or assess a fee for a second or subsequent
 41 noncompliance within 30 days after the act constituting noncompliance.

42 (D) May terminate a tenancy for a noncompliance consistent with this chapter instead of as-
 43 sessing a fee under this subsection, but may not assess a fee and terminate a tenancy for the same
 44 noncompliance.

45 (E) May not deduct a fee assessed pursuant to this subsection from a rent payment for the

1 current or a subsequent rental period.

2 (b) A landlord may charge a tenant a fee for occurrences of noncompliance with written rules
3 or policies as provided in paragraph (a) of this subsection for the following types of noncompliance:

4 (A) The late payment of a utility or service charge that the tenant owes the landlord [*as de-*
5 *scribed in*] **under ORS 90.315 or a charge in lieu of a security deposit under section 2 of this**
6 **2021 Act.**

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

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

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

12 (E) Parking violations.

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

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

17 (H) Keeping on the premises an unauthorized pet capable of causing damage to persons or
18 property, as described in ORS 90.405. The fee for a second or any subsequent noncompliance under
19 this subparagraph may not exceed \$250. A landlord may not assess this fee before 48 hours after the
20 required warning notice to the tenant.

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

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

24 (6) Nonpayment of a fee is not grounds for termination of a rental agreement for nonpayment
25 of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS
26 90.392 or 90.630 (1).

27 (7) This section does not apply to:

28 (a) Attorney fees awarded pursuant to ORS 90.255;

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

30 (c) Charges for improvements or other actions that are requested by the tenant and are not re-
31 quired of the landlord by the rental agreement or by law, including the cost to replace a key lost
32 by a tenant;

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

35 (A) The credit card company allows processing fees to be passed through to the credit card
36 holder; and

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

38 (e) A requirement by a landlord in a written rental agreement that a tenant obtain and maintain
39 renter's liability insurance pursuant to ORS 90.222; or

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

43 (A) The assessments are imposed by the association on a landlord who owns a dwelling unit
44 within the association and the landlord passes the assessments through to a tenant of the unit;

45 (B) The assessments are imposed by the association on any person for expenses related to

1 moving into or out of a unit located within the association;

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

4 (D) The landlord gives a copy of the assessment the landlord receives from the association to
5 the tenant before or at the time the landlord charges the tenant.

6 (8) If a landlord charges a tenant a fee in violation of this section, the tenant may recover twice
7 the actual damages of the tenant or \$300, whichever is greater. This penalty does not apply to fees
8 described in subsection (2) of this section.

9 (9) The landlord may unilaterally amend a rental agreement for a facility subject to ORS 90.505
10 to 90.850 to impose fees authorized by subsection (3) of this section upon a 90-day written notice to
11 the tenant, except that a marina landlord may not impose a noncompliance fee for parking under
12 subsection (3)(b)(E) of this section.

13 **SECTION 6.** ORS 90.392 is amended to read:

14 90.392. (1) Except as provided in this chapter, after delivery of written notice a landlord may
15 terminate the rental agreement for cause and take possession as provided in ORS 105.105 to 105.168,
16 unless the tenant cures the violation as provided in this section.

17 (2) Causes for termination under this section are:

18 (a) Material violation by the tenant of the rental agreement. For purposes of this paragraph,
19 material violation of the rental agreement includes, but is not limited to, the nonpayment of a late
20 charge under ORS 90.260, [or] a utility or service charge under ORS 90.315 **or a charge in lieu of**
21 **a deposit under section 2 of this 2021 Act.**

22 (b) Material violation by the tenant of ORS 90.325.

23 (c) Failure by the tenant to pay rent.

24 (3) The notice must:

25 (a) Specify the acts and omissions constituting the violation;

26 (b) Except as provided in subsection (5)(a) of this section, state that the rental agreement will
27 terminate upon a designated date not less than 30 days after delivery of the notice; and

28 (c) If the tenant can cure the violation as provided in subsection (4) of this section, state that
29 the violation can be cured, describe at least one possible remedy to cure the violation and designate
30 the date by which the tenant must cure the violation.

31 (4)(a) If the violation described in the notice can be cured by the tenant by a change in conduct,
32 repairs, payment of money or otherwise, the rental agreement does not terminate if the tenant cures
33 the violation by the designated date. The designated date must be:

34 (A) At least 14 days after delivery of the notice; or

35 (B) If the violation is conduct that was a separate and distinct act or omission and is not on-
36 going, no earlier than the date of delivery of the notice as provided in ORS 90.155. For purposes of
37 this paragraph, conduct is ongoing if the conduct is constant or persistent or has been sufficiently
38 repetitive over time that a reasonable person would consider the conduct to be ongoing.

39 (b) If the tenant does not cure the violation, the rental agreement terminates as provided in the
40 notice.

41 (5)(a) If the cause of a written notice delivered under subsection (1) of this section is substan-
42 tially the same act or omission that constituted a prior violation for which notice was given under
43 this section within the previous six months, the designated termination date stated in the notice
44 must be not less than 10 days after delivery of the notice and no earlier than the designated ter-
45 mination date stated in the previously given notice. The tenant does not have a right to cure this

1 subsequent violation.

2 (b) A landlord may not terminate a rental agreement under this subsection if the only violation
3 is a failure to pay the current month's rent.

4 (6) When a tenancy is a week-to-week tenancy, the notice period in:

5 (a) Subsection (3)(b) of this section changes from 30 days to seven days;

6 (b) Subsection (4)(a)(A) of this section changes from 14 days to four days; and

7 (c) Subsection (5)(a) of this section changes from 10 days to four days.

8 (7) The termination of a tenancy for a manufactured dwelling or floating home space in a facility
9 under ORS 90.505 to 90.850 is governed by ORS 90.630 and not by this section.

10 **SECTION 7.** ORS 90.100 is amended to read:

11 90.100. As used in this chapter, unless the context otherwise requires:

12 (1) "Accessory building or structure" means any portable, demountable or permanent structure,
13 including but not limited to cabanas, ramadas, storage sheds, garages, awnings, carports, decks,
14 steps, ramps, piers and pilings, that is:

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

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

18 (2) "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding
19 in which rights are determined, including an action for possession.

20 (3) "Applicant screening charge" means any payment of money required by a landlord of an
21 applicant prior to entering into a rental agreement with that applicant for a residential dwelling
22 unit, the purpose of which is to pay the cost of processing an application for a rental agreement for
23 a residential dwelling unit.

24 (4) "Building and housing codes" includes any law, ordinance or governmental regulation con-
25 cerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or ap-
26 pearance of any premises or dwelling unit.

27 (5) "Carbon monoxide alarm" has the meaning given that term in ORS 105.836.

28 (6) "Carbon monoxide source" has the meaning given that term in ORS 105.836.

29 (7) "Conduct" means the commission of an act or the failure to act.

30 (8) "DBH" means the diameter at breast height, which is measured as the width of a standing
31 tree at four and one-half feet above the ground on the uphill side.

32 (9) "Dealer" means any person in the business of selling, leasing or distributing new or used
33 manufactured dwellings or floating homes to persons who purchase or lease a manufactured dwelling
34 or floating home for use as a residence.

35 (10) "Domestic violence" means:

36 (a) Abuse between family or household members, as those terms are defined in ORS 107.705; or

37 (b) Abuse, as defined in ORS 107.705, between partners in a dating relationship.

38 (11) "Drug and alcohol free housing" means a dwelling unit described in ORS 90.243.

39 (12) "Dwelling unit" means a structure or the part of a structure that is used as a home, resi-
40 dence or sleeping place by one person who maintains a household or by two or more persons who
41 maintain a common household. "Dwelling unit" regarding a person who rents a space for a manu-
42 factured dwelling or recreational vehicle or regarding a person who rents moorage space for a
43 floating home as defined in ORS 830.700, but does not rent the home, means the space rented and
44 not the manufactured dwelling, recreational vehicle or floating home itself.

45 (13) "Essential service" means:

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

3 (A) Heat, plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exterior
 4 doors, latches for windows and any cooking appliance or refrigerator supplied or required to be
 5 supplied by the landlord; and

6 (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.320,
 7 the lack or violation of which creates a serious threat to the tenant's health, safety or property or
 8 makes the dwelling unit unfit for occupancy.

9 (b) For a tenancy consisting of rental space for a manufactured dwelling, floating home or rec-
 10 reational vehicle owned by the tenant or that is otherwise subject to ORS 90.505 to 90.850:

11 (A) Sewage disposal, water supply, electrical supply and, if required by applicable law, any
 12 drainage system; and

13 (B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.730,
 14 the lack or violation of which creates a serious threat to the tenant's health, safety or property or
 15 makes the rented space unfit for occupancy.

16 (14) "Facility" means a manufactured dwelling park or a marina.

17 (15) "Fee" means a nonrefundable payment of money.

18 (16) "First class mail" does not include certified or registered mail, or any other form of mail
 19 that may delay or hinder actual delivery of mail to the recipient.

20 (17) "Fixed term tenancy" means a tenancy that has a fixed term of existence, continuing to a
 21 specific ending date and terminating on that date without requiring further notice to effect the ter-
 22 mination.

23 (18) "Floating home" has the meaning given that term in ORS 830.700. "Floating home" includes
 24 an accessory building or structure.

25 (19) "Good faith" means honesty in fact in the conduct of the transaction concerned.

26 (20) "Hazard tree" means a tree that:

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

28 (b) Measures at least eight inches DBH; and

29 (c) Is considered, by an arborist licensed as a landscape construction professional pursuant to
 30 ORS 671.560 and certified by the International Society of Arboriculture, to pose an unreasonable
 31 risk of causing serious physical harm or damage to individuals or property in the near future.

32 (21) "Hotel or motel" means "hotel" as that term is defined in ORS 699.005.

33 (22) "Informal dispute resolution" includes voluntary consultation between the landlord or
 34 landlord's agent and one or more tenants or voluntary mediation utilizing the services of a third
 35 party, but does not include mandatory mediation or arbitration.

36 (23) "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building or
 37 premises of which it is a part. "Landlord" includes a person who is authorized by the owner, lessor
 38 or sublessor to manage the premises or to enter into a rental agreement.

39 (24) "Landlord's agent" means a person who has oral or written authority, either express or
 40 implied, to act for or on behalf of a landlord.

41 (25) "Last month's rent deposit" means a type of security deposit, however designated, the pri-
 42 mary function of which is to secure the payment of rent for the last month of the tenancy.

43 (26) "Manufactured dwelling" means a residential trailer, a mobile home or a manufactured
 44 home as those terms are defined in ORS 446.003. "Manufactured dwelling" includes an accessory
 45 building or structure.

1 (27) “Manufactured dwelling park” means a place where four or more manufactured dwellings
2 are located, the primary purpose of which is to rent space or keep space for rent to any person for
3 a charge or fee.

4 (28) “Marina” means a moorage of contiguous dwelling units that may be legally transferred as
5 a single unit and are owned by one person where four or more floating homes are secured, the pri-
6 mary purpose of which is to rent space or keep space for rent to any person for a charge or fee.

7 (29) “Marina purchase association” means a group of three or more tenants who reside in a
8 marina and have organized for the purpose of eventual purchase of the marina.

9 (30) “Month-to-month tenancy” means a tenancy that automatically renews and continues for
10 successive monthly periods on the same terms and conditions originally agreed to, or as revised by
11 the parties, until terminated by one or both of the parties.

12 (31) “Organization” includes a corporation, government, governmental subdivision or agency,
13 business trust, estate, trust, partnership or association, two or more persons having a joint or com-
14 mon interest, and any other legal or commercial entity.

15 (32) “Owner” includes a mortgagee in possession and means one or more persons, jointly or se-
16 verally, in whom is vested:

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

18 (b) All or part of the beneficial ownership and a right to present use and enjoyment of the
19 premises.

20 (33) “Person” includes an individual or organization.

21 (34) “Premises” means:

22 (a) A dwelling unit and the structure of which it is a part and facilities and appurtenances
23 therein;

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

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

27 (35) “Prepaid rent” means any payment of money to the landlord for a rent obligation not yet
28 due. In addition, “prepaid rent” means rent paid for a period extending beyond a termination date.

29 (36) “Recreational vehicle” has the meaning given that term in ORS 174.101.

30 (37) “Rent” means any payment to be made to the landlord under the rental agreement, periodic
31 or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a dwelling unit
32 to the exclusion of others and to use the premises. “Rent” does not include security deposits, fees,
33 [or] utility or service charges as described in ORS 90.315 (4) and 90.562 **or a charge in lieu of a**
34 **security deposit under section 2 of this 2021 Act.**

35 (38) “Rental agreement” means all agreements, written or oral, and valid rules and regulations
36 adopted under ORS 90.262 or 90.510 (6) embodying the terms and conditions concerning the use and
37 occupancy of a dwelling unit and premises. “Rental agreement” includes a lease. A rental agreement
38 is either a week-to-week tenancy, month-to-month tenancy or fixed term tenancy.

39 (39) “Roomer” means a person occupying a dwelling unit that does not include a toilet and ei-
40 ther a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and
41 where one or more of these facilities are used in common by occupants in the structure.

42 (40) “Screening or admission criteria” means a written statement of any factors a landlord
43 considers in deciding whether to accept or reject an applicant and any qualifications required for
44 acceptance. “Screening or admission criteria” includes, but is not limited to, the rental history,
45 character references, public records, criminal records, credit reports, credit references and incomes

1 or resources of the applicant.

2 (41) "Security deposit" means a refundable payment or deposit of money, however designated,
3 the primary function of which is to secure the performance of a rental agreement or any part of a
4 rental agreement. "Security deposit" does not include a fee.

5 (42) "Sexual assault" has the meaning given that term in ORS 147.450.

6 (43) "Squatter" means a person occupying a dwelling unit who is not so entitled under a rental
7 agreement or who is not authorized by the tenant to occupy that dwelling unit. "Squatter" does
8 not include a tenant who holds over as described in ORS 90.427 (11).

9 (44) "Stalking" means the behavior described in ORS 163.732.

10 (45) "Statement of policy" means the summary explanation of information and facility policies
11 to be provided to prospective and existing tenants under ORS 90.510.

12 (46) "Surrender" means an agreement, express or implied, as described in ORS 90.148 between
13 a landlord and tenant to terminate a rental agreement that gave the tenant the right to occupy a
14 dwelling unit.

15 (47) "Tenant":

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

17 (A) Means a person, including a roomer, entitled under a rental agreement to occupy a dwelling
18 unit to the exclusion of others, including a dwelling unit owned, operated or controlled by a public
19 housing authority.

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

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

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

25 (48) "Transient lodging" means a room or a suite of rooms.

26 (49) "Transient occupancy" means occupancy in transient lodging that has all of the following
27 characteristics:

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

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

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

32 (50) "Vacation occupancy" means occupancy in a dwelling unit, not including transient occu-
33 pancy in a hotel or motel, that has all of the following characteristics:

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

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

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

37 (51) "Victim" means:

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

40 (b) The parent or guardian of a minor household member against whom an incident related to
41 domestic violence, sexual assault or stalking is perpetrated, unless the parent or guardian is the
42 perpetrator.

43 (52) "Week-to-week tenancy" means a tenancy that has all of the following characteristics:

44 (a) Occupancy is charged on a weekly basis and is payable no less frequently than every seven
45 days;

1 (b) There is a written rental agreement that defines the landlord's and the tenant's rights and
2 responsibilities under this chapter; and

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

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