

Requested by Representative HELM

**PROPOSED AMENDMENTS TO  
HOUSE BILL 2761**

1 On page 1 of the printed bill, delete lines 4 through 29 and delete pages  
2 2 through 8 and insert:

3 **“SECTION 1. (1) The Secretary of State shall publish on the Secre-**  
4 **tary of State’s website a list of at least the top five most commonly**  
5 **spoken languages in this state, other than English. The Secretary of**  
6 **State shall make the determination based on the most recent Ameri-**  
7 **can Community Survey from the United States Census Bureau and any**  
8 **other necessary resources.**

9 **“(2) The Secretary of State shall update the list of languages de-**  
10 **scribed in this section at least once every 10 years.**

11 **“SECTION 2. ORS 90.510 is amended to read:**

12 **“90.510. (1) Every landlord who rents a space for a manufactured dwelling**  
13 **or floating home shall provide a written statement of policy to prospective**  
14 **and existing tenants. The purpose of the statement of policy is to provide**  
15 **disclosure of the landlord’s policies to prospective tenants and to existing**  
16 **tenants who have not previously received a statement of policy. The state-**  
17 **ment of policy is not a part of the rental agreement. The statement of policy**  
18 **shall provide all of the following information in summary form:**

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

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

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

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

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

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

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

13 “(h) The facility policy regarding mandatory mediation under ORS 90.767  
14 and informal dispute resolution, if any, under ORS 90.769.

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 ser-  
18 vices as described in ORS 90.560 to 90.584.

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

22 “(L) Any facility policy regarding the removal of a manufactured dwell-  
23 ing, including a statement that removal requirements may impact the market  
24 value of a dwelling.

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

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

1 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 amended by one of the parties to the contract except  
17 by:

18 “(a) Mutual agreement of the parties;

19 “(b) The landlord unilaterally under ORS 90.155 (4), 90.302 (9), 90.530,  
20 90.566, 90.574, 90.578 (3), 90.600, 90.610, 90.643, 90.725 (3)(f) and (7), 90.727 or  
21 90.767 (9); 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 provided by the landlord.

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

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

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

5 “(h) Provisions for dealing with improvements to the rental space at the  
6 termination of the tenancy.

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

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

16 “(k) The term of the tenancy.

17 “(L) The process by which the rental agreement or rules and regulations  
18 may be changed that is consistent with ORS 90.610.

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

20 “(n) That either party may request no-cost mandatory mediation of dis-  
21 putes through the Housing and Community Services Department or a dispute  
22 resolution program described in ORS 36.155 and the process by which man-  
23 datory mediation is initiated and conducted that is consistent with ORS  
24 90.767.

25 “(6) Every landlord who rents a space for a manufactured dwelling or  
26 floating home shall provide rules and regulations concerning the tenant’s use  
27 and occupancy of the premises. A violation of the rules and regulations may  
28 be cause for termination of a rental agreement. However, this subsection  
29 does not create a presumption that all rules and regulations are identical for  
30 all tenants at all times. A rule or regulation is enforceable against the ten-

1 ant only if:

2 “(a) The rule or regulation:

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

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

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

7 “(b) The rule or regulation:

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

10 “(B) Is sufficiently explicit in its prohibition, direction or limitation of  
11 the tenant’s conduct to fairly inform the tenant of what the tenant shall do  
12 or may not do to comply; and

13 “(C) Is not for the purpose of evading the obligations of the landlord.

14 “(7)(a) A landlord who rents a space for a manufactured dwelling or  
15 floating home may adopt a rule or regulation regarding occupancy guide-  
16 lines. If adopted, an occupancy guideline in a facility must be based on rea-  
17 sonable factors and not be more restrictive than limiting occupancy to two  
18 people per bedroom.

19 “(b) As used in this subsection:

20 “(A) Factors to be considered in determining reasonableness include:

21 “(i) The size of the dwelling.

22 “(ii) The size of the rented space.

23 “(iii) Any discriminatory impact as described in ORS 659A.421 and  
24 659A.425.

25 “(iv) Limitations placed on utility services governed by a permit for water  
26 or sewage disposal.

27 “(B) ‘Bedroom’ means a room that is intended to be used primarily for  
28 sleeping purposes and does not include bathrooms, toilet compartments,  
29 closets, halls, storage or utility space and similar areas.

30 “(8) Intentional and deliberate failure of the landlord to comply with

1 subsections (1) to (3) of this section is cause for suit or action to remedy the  
2 violation or to recover actual damages. The prevailing party is entitled to  
3 reasonable attorney fees and court costs.

4 “(9) A receipt signed by the potential tenant or tenants for documents  
5 required to be delivered by the landlord pursuant to subsections (1) to (3)  
6 of this section is a defense for the landlord in an action against the landlord  
7 for nondelivery of the documents.

8 “(10) A suit or action arising under subsection (8) of this section must  
9 be commenced within one year after the discovery or identification of the  
10 alleged violation.

11 “(11) Every landlord who publishes a directory of tenants and tenant  
12 services must include a one-page summary regarding any tenants’ associ-  
13 ation. The tenants’ association shall provide the summary to the landlord.

14 “(12) **A landlord of a manufactured dwelling park shall give actual**  
15 **notice to a prospective or existing tenant that, upon request of the**  
16 **prospective purchaser, the landlord shall provide the rental agreement**  
17 **in any of the top five languages other than English that are most**  
18 **commonly spoken in this state, as determined by the Secretary of**  
19 **State under section 1 of this 2021 Act. This subsection does not apply**  
20 **to a manufactured dwelling park nonprofit cooperative, as defined in**  
21 **ORS 62.803.**

22 “**SECTION 3.** ORS 90.680 is amended to read:

23 “90.680. (1) As used in this section, ‘consignment’ means an agreement in  
24 which a tenant authorizes a landlord to sell a manufactured dwelling or  
25 floating home on behalf of the tenant who owns the dwelling or home in a  
26 facility that is owned by the landlord and for which the landlord receives  
27 compensation.

28 “(2) A landlord may not deny any manufactured dwelling or floating home  
29 space tenant the right to sell a manufactured dwelling or floating home on  
30 a rented space or require the tenant to remove the dwelling or home from

1 the space solely on the basis of the sale.

2 “(3) A landlord may not require, as a condition of a tenant’s occupancy,  
3 consignment of the tenant’s manufactured dwelling or floating home.

4 “(4)(a) A landlord may sell a tenant’s manufactured dwelling or floating  
5 home on consignment only if:

6 “(A) The sale involves a dwelling in a facility and the landlord is licensed  
7 to sell dwellings under ORS 446.661 to 446.756. The license may be held by  
8 a person that differs from the person that owns the facility and is the land-  
9 lord, if there is common ownership between the two.

10 “(B) The landlord and tenant first enter into a written consignment con-  
11 tract that specifies at a minimum:

12 “(i) The duration of the contract, which, unless extended in writing, may  
13 not exceed 180 days;

14 “(ii) The estimated square footage of the dwelling or home, and the make,  
15 model, year, vehicle identification number and license plate number, if  
16 known;

17 “(iii) The price offered for sale of the dwelling or home;

18 “(iv) Whether lender financing is permitted and the amount, if any, of the  
19 earnest money deposit;

20 “(v) Whether the transaction is intended to be closed through a state-  
21 licensed escrow;

22 “(vi) All liens, taxes and other charges known to be in existence against  
23 the dwelling or home that must be removed before the tenant can convey  
24 marketable title to a prospective buyer;

25 “(vii) The method of marketing the sale of a dwelling or home to the  
26 public, such as signs posted at the facility or through advertisements posted  
27 on the Internet or published in newspapers or in other publications;

28 “(viii) The form and amount of compensation to the landlord, such as a  
29 fixed fee, a percentage of the gross sale price or another similar arrange-  
30 ment. If the form of compensation is a fixed fee, the contract shall state the

1 amount; and

2 “(ix) For the purpose of determining the net sale proceeds that are paya-  
3 ble to the tenant, the manner and order by which the gross sale proceeds  
4 will be applied to liens, taxes, actual costs of sale, landlord compensation  
5 and other closing costs.

6 “(C) Within 10 days after a sale, the landlord pays to the tenant the  
7 tenant’s share of the sale proceeds and provides to the tenant a written ac-  
8 counting for the sale proceeds.

9 “(b) The landlord may not exact a commission or fee, however designated,  
10 or retain a portion of any sale proceeds for the sale of a manufactured  
11 dwelling or floating home on a rented space unless the landlord has acted  
12 as representative for the seller pursuant to a written consignment contract.

13 “(5)(a) The landlord may not deny the tenant the right to place a ‘for  
14 sale’ sign on or in a manufactured dwelling or floating home owned by the  
15 tenant. The size, placement and character of such signs shall be subject to  
16 reasonable rules of the landlord.

17 “(b) If the landlord advertises a manufactured dwelling or floating home  
18 for sale within the facility, the tenant may advertise the sale of the tenant’s  
19 dwelling or home by posting a sign in a similar manner and similar location.

20 “(6) A landlord may not knowingly make false statements to a prospective  
21 purchaser about the quality of a tenant’s manufactured dwelling or floating  
22 home.

23 “(7) Nothing in this section prevents a landlord from selling to a pro-  
24 spective purchaser a manufactured dwelling or floating home owned by the  
25 landlord at a price or on terms, including space rent, that are more favorable  
26 than the price and terms offered for dwellings or homes that are for sale by  
27 a tenant.

28 “(8) If the prospective purchaser of a manufactured dwelling or floating  
29 home desires to leave the dwelling or home on the rented space and become  
30 a tenant, the landlord may require in the rental agreement:



1 “(a) Except when a termination or abandonment occurs, that a tenant  
2 give not more than 10 days’ notice in writing prior to the sale of the dwelling  
3 or home on a rented space;

4 “(b) That prior to the sale, the prospective purchaser submit to the land-  
5 lord a complete and accurate written application for occupancy of the  
6 dwelling or home as a tenant after the sale is finalized and that a prospective  
7 purchaser may not occupy the dwelling or home until after the prospective  
8 purchaser is accepted by the landlord as a tenant;

9 “(c) That a tenant give notice to any lienholder, prospective purchaser  
10 or person licensed to sell dwellings or homes of the requirements of para-  
11 graphs (b) and (d) of this subsection, the location of all properly functioning  
12 smoke alarms and any other rules and regulations of the facility such as  
13 those described in ORS 90.510 (5)(b), (f), (g), (i) and (j); and

14 “(d) If the sale is not by a lienholder, that the prospective purchaser pay  
15 in full all rents, fees, deposits or charges owed by the tenant as authorized  
16 under ORS 90.140 and the rental agreement, prior to the landlord’s accept-  
17 ance of the prospective purchaser as a tenant.

18 “(9)(a) If a landlord requires a prospective purchaser to submit an appli-  
19 cation for occupancy as a tenant under subsection (8) of this section, the  
20 landlord shall provide, upon request from the purchaser, a copy of the ap-  
21 plication.

22 **“(b) If the tenancy is for a manufactured dwelling within a manu-  
23 factured dwelling park, the landlord of a manufactured dwelling park  
24 shall give actual notice to the prospective purchaser that, upon re-  
25 quest from the prospective purchaser, the landlord shall provide a copy  
26 of an application for occupancy in any of the top five languages other  
27 than English that are most commonly spoken in this state, as deter-  
28 mined by the Secretary of State under section 1 of this 2021 Act. This  
29 paragraph does not apply to a manufactured dwelling park nonprofit  
30 cooperative, as defined in 62.803.**

1       “(c) At the time that the landlord gives the prospective purchaser an  
2 application the landlord shall also give the prospective purchaser:

3       “(A) Copies of the statement of policy, the rental agreement and the fa-  
4 cility rules and regulations, including any conditions imposed on a subse-  
5 quent sale, all as provided by ORS 90.510;

6       “(B) Copies of any outstanding notices given to the tenant under ORS  
7 90.632;

8       “(C) A list of any disrepair or deterioration of the manufactured dwelling  
9 or floating home;

10       “(D) A list of any failures to maintain the space or to comply with any  
11 other provisions of the rental agreement, including aesthetic or cosmetic  
12 improvements; and

13       “(E) A statement that the landlord may require a prospective purchaser  
14 to complete repairs, maintenance and improvements as described in the no-  
15 tices and lists provided under subparagraphs (B) to (D) of this paragraph.

16       “[(b)] (d) The terms of the statement, rental agreement and rules and  
17 regulations need not be the same as those in the selling tenant’s statement,  
18 rental agreement and rules and regulations.

19       “[(c)] (e) Consistent with ORS 90.305 (4)(b), a landlord may require a  
20 prospective purchaser to pay a reasonable copying charge for the documents.

21       “[(d)] (f) If a prospective purchaser agrees, a landlord may provide the  
22 documents in an electronic format.

23       “(10) The following apply if a landlord receives an application for tenancy  
24 from a prospective purchaser under subsection (8) of this section:

25       “(a) The landlord shall accept or reject the prospective purchaser’s ap-  
26 plication within seven days following the day the landlord receives a com-  
27 plete and accurate written application. An application is not complete until  
28 the prospective purchaser pays any required applicant screening charge and  
29 provides the landlord with all information and documentation, including any  
30 financial data and references, required by the landlord pursuant to ORS

1 90.510 (5)(i). The landlord and the prospective purchaser may agree to a  
2 longer time period for the landlord to evaluate the prospective purchaser's  
3 application or to allow the prospective purchaser to address any failure to  
4 meet the landlord's screening or admission criteria. If a tenant has not pre-  
5 viously given the landlord the 10 days' notice required under subsection  
6 (8)(a) of this section, the period provided for the landlord to accept or reject  
7 a complete and accurate written application is extended to 10 days.

8       “(b) When a landlord considers an application for tenancy from a pro-  
9 spective purchaser of a dwelling or home from a tenant, the landlord shall  
10 apply to the prospective purchaser credit and conduct screening criteria that  
11 are substantially similar to the credit and conduct screening criteria the  
12 landlord applies to a prospective purchaser of a dwelling or home from the  
13 landlord.

14       “(c) The landlord may not unreasonably reject a prospective purchaser  
15 as a tenant. Reasonable cause for rejection includes, but is not limited to,  
16 failure of the prospective purchaser to meet the landlord's conditions for  
17 approval as provided in ORS 90.510 (5)(i) or failure of the prospective  
18 purchaser's references to respond to the landlord's timely request for verifi-  
19 cation within the time allowed for acceptance or rejection under paragraph  
20 (a) of this subsection. Except as provided in paragraph (d) of this subsection,  
21 the landlord shall furnish to the seller and purchaser a written statement  
22 of the reasons for the rejection.

23       “(d) If a rejection under paragraph (c) of this subsection is based upon a  
24 consumer report, as defined in 15 U.S.C. 1681a for purposes of the federal  
25 Fair Credit Reporting Act, the landlord may not disclose the contents of the  
26 report to anyone other than the purchaser. The landlord shall disclose to the  
27 seller in writing that the rejection is based upon information contained  
28 within a consumer report and that the landlord may not disclose the infor-  
29 mation within the report.

30       “(11) The following apply if a landlord does not require a prospective

1 purchaser to submit an application for occupancy as a tenant under sub-  
2 section (8) of this section or if the landlord does not accept or reject the  
3 prospective purchaser as a tenant within the time required under subsection  
4 (10) of this section:

5 “(a) The landlord waives any right to bring an action against the tenant  
6 under the rental agreement for breach of the landlord’s right to establish  
7 conditions upon and approve a prospective purchaser of the tenant’s dwelling  
8 or home;

9 “(b) The prospective purchaser, upon completion of the sale, may occupy  
10 the dwelling or home as a tenant under the same conditions and terms as the  
11 tenant who sold the dwelling or home; and

12 “(c) If the prospective purchaser becomes a new tenant, the landlord may  
13 impose conditions or terms on the tenancy that are inconsistent with the  
14 terms and conditions of the seller’s rental agreement only if the new tenant  
15 agrees in writing.

16 “(12) A landlord may not, because of the age, size, style or original con-  
17 struction material of the dwelling or home or because the dwelling or home  
18 was built prior to adoption of the National Manufactured Housing Con-  
19 struction and Safety Standards Act of 1974 (42 U.S.C. 5403), in compliance  
20 with the standards of that Act in effect at that time or in compliance with  
21 the state building code as defined in ORS 455.010:

22 “(a) Reject an application for tenancy from a prospective purchaser of an  
23 existing dwelling or home on a rented space within a facility; or

24 “(b) Require a prospective purchaser of an existing dwelling or home on  
25 a rented space within a facility to remove the dwelling or home from the  
26 rented space.

27 “(13) A tenant who has received a notice pursuant to ORS 90.632 may sell  
28 the tenant’s dwelling or home in compliance with this section during the  
29 notice period. The tenant shall provide a prospective purchaser with a copy  
30 of any outstanding notice given to the tenant under ORS 90.632 prior to a

1 sale. If the tenancy has been terminated pursuant to ORS 90.632, or the no-  
2 tice period provided in ORS 90.632 has expired without a correction of cause  
3 or extension of time to correct, a prospective purchaser does not have a right  
4 to leave the dwelling or home on the rented space and become a tenant.

5 “(14) The following applies to a landlord that accepts a prospective pur-  
6 chaser as a tenant under subsection (10) of this section:

7 “(a) Notwithstanding any waiver given by the landlord to the previous  
8 tenant, the landlord may require the new tenant to complete the repairs,  
9 maintenance and improvements described in the notices provided under  
10 [*subsection (9)(a)(B) to (D)*] **(9)(c)(B) to (D)** of this section.

11 “(b) Notwithstanding ORS 90.412, if the new tenant fails to complete the  
12 repairs, maintenance and improvements described in the notices provided  
13 under [*subsection (9)(a)(B) to (D)*] **(9)(c)(B) to (D)** of this section within six  
14 months after the tenancy begins, the landlord may terminate the tenancy by  
15 giving the new tenant the notice required under ORS 90.630 or 90.632.

16 “(15) Except as provided by subsection (13) of this section, after a tenancy  
17 has ended and during the period provided by ORS 90.675 (6) and (8), a former  
18 tenant retains the right to sell the tenant’s dwelling or home to a purchaser  
19 who wishes to leave the dwelling or home on the rented space and become  
20 a tenant as provided by this section, if the former tenant makes timely pe-  
21 riodic payment of all storage charges as provided by ORS 90.675 (7)(b),  
22 maintains the dwelling or home and the rented space on which it is stored  
23 and enters the premises only with the written permission of the landlord.  
24 Payment of the storage charges or maintenance of the dwelling or home and  
25 the space does not create or reinstate a tenancy or create a waiver pursuant  
26 to ORS 90.412 or 90.417. A former tenant may not enter the premises without  
27 the written permission of the landlord, including entry to maintain the  
28 dwelling or home or the space or to facilitate a sale.

29 “(16) A landlord or tenant who sells a manufactured dwelling or floating  
30 home shall deliver title to the dwelling or home to the purchaser within 25

1 business days after completion of the sale. If the sale by contract requires  
2 future payments, the landlord or tenant shall notify the county that the  
3 purchaser is responsible for property tax payments.

4 **“SECTION 4. Section 5 of this 2021 Act is added to and made a part**  
5 **of ORS 446.661 to 446.756.**

6 **“SECTION 5. A manufactured structure dealer that offers a manu-**  
7 **factured dwelling for sale shall give actual notice to a prospective**  
8 **purchaser that, upon request of the purchaser, the dealer shall provide**  
9 **the sales contract in any of the top five languages other than English**  
10 **that are most commonly spoken in this state, as determined by the**  
11 **Secretary of State under section 1 of this 2021 Act.**

12 **“SECTION 6. Section 5 of this 2021 Act and the amendments to ORS**  
13 **90.510 and 90.680 by sections 2 and 3 of this 2021 Act become operative**  
14 **on July 1, 2022.”.**

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