

Requested by Senator KENNEMER

**PROPOSED AMENDMENTS TO
A-ENGROSSED HOUSE BILL 2966**

1 On page 1 of the printed A-engrossed bill, delete lines 5 through 26 and
2 delete page 2.

3 On page 3, delete lines 1 through 4 and insert:

4 **“SECTION 1.** Section 5, chapter 13, Oregon Laws 2020 (first special ses-
5 sion), is amended to read:

6 **“Sec. 5.** (1) As used in this section:

7 “(a) ‘Emergency period’ means the period beginning on April 1, 2020, and
8 ending on September 30, 2020.

9 “(b) ‘Landlord’ means the owner, lessor or sublessor of a rental unit or
10 the building or premises of which the rental unit is a part, or a person who
11 is authorized by the owner, lessor or sublessor to manage the premises or to
12 enter into a rental agreement.

13 “(c) ‘Nonpayment’ includes the nonpayment of rent, late charges, utility
14 charges or any other service charge or fee, as described in the rental agree-
15 ment or ORS 91.090, 91.210 or 91.220, during the emergency period.

16 “[*(d) ‘Nonpayment balance’ includes all or a part of the net total amount*
17 *of all items of nonpayment by a tenant.*]

18 [“(e) (d) ‘Rental unit’ means a structure or part of a structure for use
19 as a commercial space by a tenant.

20 “[*(f) (e) ‘Tenant’ means an individual or organization entitled under a*
21 *rental agreement to occupy a rental unit to the exclusion of others.*]

1 “(2) *[During and after the emergency period]* **On or before September**
2 **30, 2021** and notwithstanding ORS chapter 91 and ORS 105.105 to 105.168, a
3 landlord may not, and may not threaten to:

4 “(a) Deliver a notice terminating a rental agreement for a rental unit
5 based on a tenant’s nonpayment;

6 “(b) Initiate or continue an action under ORS 105.110 to take possession
7 of a rental unit based on a termination notice for nonpayment delivered on
8 or after April 1, 2020; or

9 “(c) Take any action that would interfere with a tenant’s possession or
10 use of a rental unit based on a tenant’s nonpayment.

11 “(3) Notwithstanding any provision in the rental agreement, a landlord
12 may not impose a late fee or other penalty on a tenant for nonpayment under
13 this section.

14 “*[(4) Following the emergency period, a tenant with an outstanding non-*
15 *payment balance has a six-month grace period that ends on March 31, 2021 ,*
16 *to pay the outstanding nonpayment balance.]*

17 “(4) **A landlord may take any action before, on or after September**
18 **30, 2021, to collect rent except those actions that are expressly pro-**
19 **hibited by subsections (2) and (3) of this section.**

20 “(5) **This section does not apply if:**

21 “(a) **A landlord attempts to apply for financial assistance, including**
22 **assistance on behalf of the tenant;**

23 “(b) **The application requires that the tenant be a coapplicant or**
24 **provide information or consent; and**

25 “(c) **The tenant does not make a good faith effort to comply with**
26 **the application requirements for the tenant.**

27 “*[(5) Following the emergency period, a landlord may deliver a written*
28 *notice to a tenant that substantially states:]*

29 “*[(a) The date that the emergency period ended;]*

30 “*[(b) That if rents and other payments that come due after the emergency*

1 *period are not timely paid, the landlord may terminate the tenancy;]*

2 *“[(c) That the nonpayment balance that accrued during the emergency pe-*
3 *riod is still due and must be paid;]*

4 *“[(d) That the tenant will not owe a late charge for the nonpayment bal-*
5 *ance;]*

6 *“[(e) That the tenant is entitled to a six-month grace period to repay the*
7 *nonpayment balance that ends on March 31, 2021;]*

8 *“[(f) That within a specified date stated in the notice given under this*
9 *subsection that is no earlier than 14 days following the delivery of the notice,*
10 *the tenant must pay the nonpayment balance or notify the landlord that the*
11 *tenant intends to pay the nonpayment balance by the end of the six-month*
12 *grace period described in subsection (4) of this section;]*

13 *“[(g) That failure of a tenant to give notice to the landlord of utilization*
14 *of the grace period described in subsection (4) of this section may result in a*
15 *penalty described in subsection (8) of this section; and]*

16 *“[(h) That rents and other charges or fees that come due after the emergency*
17 *period must be paid as usual or the landlord may terminate the tenancy.]*

18 *“[(6)(a) If a landlord gives a notice as described in subsection (5) of this*
19 *section, a tenant who has an outstanding nonpayment balance as of the date*
20 *listed on the landlord’s notice as described in subsection (5)(f) of this section*
21 *must notify the landlord of the tenant’s intention to use the grace period de-*
22 *scribed in subsection (4) of this section to pay the nonpayment balance.]*

23 *“[(b) The tenant’s notice under this subsection must be given in compliance*
24 *with ORS 91.110 or notice given by electronic means, and must be given to the*
25 *landlord by the date given in the landlord’s notice as described in subsection*
26 *(5)(f) of this section.]*

27 *“[(7) The landlord’s notice described in subsection (5) of this section may*
28 *offer an alternate voluntary payment plan for payment of the nonpayment bal-*
29 *ance, but the notice must state that the alternate payment plan is voluntary.]*

30 *“[(8) A tenant’s failure to give the notice required by subsection (6) of this*

1 *section to a landlord entitles the landlord to recover damages equal to 50 per-*
2 *cent of one month's rent following the grace period.]*

3 *“(9) If a landlord violates this section, a tenant may obtain injunctive relief*
4 *to recover possession or address any other violation of this section and may*
5 *recover from the landlord an amount up to three months' periodic rent plus*
6 *any actual damages.]”.*

7 In line 9, after the period delete the rest of the line.

8 Delete line 27 and insert “on its passage.”.

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