

# DRAFT

## SUMMARY

Digest: This Act limits rent increases and sales constraints by a landlord in a home park or marina. (Flesch Readability Score: 70.1).

Reduces maximum rent increases for rental spaces in a facility to match changes to the consumer price index. Limits to 10 percent the maximum increase in rent paid by the purchaser of a dwelling or home in a facility. Prohibits a landlord from requiring aesthetic improvements or internal inspections as conditions of sale of a dwelling or home in a facility.

Requires the Housing and Community Services Department to study water, sewer and septic systems of facilities and to report to the interim committees of the Legislative Assembly related to housing by September 15, 2026.

## A BILL FOR AN ACT

1  
2 Relating to residential tenancies for a space in a facility; creating new pro-  
3 visions; and amending ORS 90.324, 90.545, 90.600 and 90.680.

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

5 **SECTION 1.** ORS 90.324 is amended to read:

6 90.324. (1) No later than September 30th of each year, the Oregon De-  
7 partment of Administrative Services shall calculate the maximum annual  
8 rent increase percentage allowed [*by ORS 90.323 (2) or 90.600 (1)*] for the  
9 following calendar year as:

10 **(a) For ORS 90.323,** the lesser of:

11 [(a)] **(A)** Ten percent; or

12 [(b)] **(B)** Seven percent plus [*the September annual 12-month average*  
13 *change in the Consumer Price Index for All Urban Consumers, West Region*  
14 *(All Items), as most recently published by the Bureau of Labor Statistics of*  
15 *the United States Department of Labor*] **CPI.**

1       **(b) For ORS 90.600 (1), CPI.**

2       (2) No later than September 30th of each year, the Oregon Department  
3 of Administrative Services shall publish the maximum annual rent increase  
4 [percentage] **percentages** calculated pursuant to [subsection (1) of] this sec-  
5 tion, along with the provisions of ORS 90.323 and 90.600, in a press release.

6       (3) The department shall maintain publicly available information on its  
7 website about the maximum annual rent increase [percentage] **percentages**  
8 for the previous calendar year and for the current calendar year and, on or  
9 after September 30th of each year, for the following calendar year.

10       **(4) As used in this section, "CPI" means the September annual**  
11 **12-month average change in the Consumer Price Index for All Urban**  
12 **Consumers, West Region (All Items), as most recently published by the**  
13 **Bureau of Labor Statistics of the United States Department of Labor.**

14       **SECTION 2.** ORS 90.545 is amended to read:

15       90.545. (1) Except as provided under subsections (2) to (6) of this section,  
16 a fixed term tenancy for space for a manufactured dwelling or floating home,  
17 upon reaching its ending date, automatically renews as a month-to-month  
18 tenancy having the same terms and conditions, other than duration and rent  
19 increases under ORS 90.600, unless the tenancy is terminated under ORS  
20 90.380 (5)(b), 90.394, 90.396, 90.398, 90.630 or 90.632.

21       (2) To renew or extend a fixed term tenancy for another term, of any du-  
22 ration that is consistent with ORS 90.550, the landlord shall submit the  
23 proposed new rental agreement to the tenant at least 60 days prior to the  
24 ending date of the term. The landlord shall include with the proposed  
25 agreement a written statement that summarizes any new or revised terms,  
26 conditions, rules or regulations.

27       (3) Notwithstanding ORS 90.610 (2), a landlord's proposed new rental  
28 agreement may include new or revised terms, conditions, rules or regu-  
29 lations, if the new or revised terms, conditions, rules or regulations:

30       (a)(A) Fairly implement a statute or ordinance adopted after the creation  
31 of the existing agreement; or

1 (B) Are the same as those offered to new or prospective tenants in the  
2 facility at the time the proposed agreement is submitted to the tenant and  
3 for the six-month period preceding the submission of the proposed agreement  
4 or, if there have been no new or prospective tenants during the six-month  
5 period, are the same as are customary for the rental market;

6 (b) Are consistent with the rights and remedies provided to tenants under  
7 this chapter, including the right to keep a pet pursuant to ORS 90.530 **and**  
8 **limits on rent increases under ORS 90.600 (1);**

9 (c) Do not relate to the age, size, style, construction material or year of  
10 construction of the manufactured dwelling or floating home contrary to ORS  
11 90.632 (2); and

12 (d) Do not require an alteration of the manufactured dwelling or floating  
13 home or alteration or new construction of an accessory building or structure.

14 (4) A tenant shall accept or reject a landlord's proposed new rental  
15 agreement at least 30 days prior to the ending of the term by giving written  
16 notice to the landlord.

17 (5) If a landlord fails to submit a proposed new rental agreement as pro-  
18 vided by subsection (2) of this section, the tenancy renews as a month-to-  
19 month tenancy as provided by subsection (1) of this section.

20 (6) If a tenant fails to accept or unreasonably rejects a landlord's pro-  
21 posed new rental agreement as provided by subsection (4) of this section, the  
22 fixed term tenancy terminates on the ending date without further notice and  
23 the landlord may take possession by complying with ORS 105.100 to 105.168.

24 (7) If a tenancy terminates under conditions described in subsection (6)  
25 of this section, and the tenant surrenders or delivers possession of the  
26 premises to the landlord prior to the filing of an action pursuant to ORS  
27 105.110, the tenant has the right to enter into a written storage agreement  
28 with the landlord, with the tenant having the same rights and responsibil-  
29 ities as a lienholder under ORS 90.675 (20), except that the landlord may  
30 limit the term of the storage agreement to not exceed six months. Unless  
31 the parties agree otherwise, the storage agreement must commence upon the

1 date of the termination of the tenancy. The rights under ORS 90.675 of any  
2 lienholder are delayed until the end of the tenant storage agreement.

3 **SECTION 3.** ORS 90.600 is amended to read:

4 90.600. (1) If a rental agreement is a month-to-month tenancy to which  
5 ORS 90.505 to 90.850 apply, the landlord may not increase the rent:

6 (a) Without giving each affected tenant notice in writing at least 90 days  
7 prior to the effective date of the rent increase;

8 (b) More than once in any 12-month period; or

9 (c) By a percentage greater than the maximum calculated under ORS  
10 90.324 (1).

11 (2) The written notice required by subsection (1)(a) of this section must  
12 specify:

13 (a) The amount of the rent increase;

14 (b) The amount of the new rent;

15 (c) Facts supporting the exemption authorized by subsection (3) of this  
16 section, if the increase is above the amount allowed in subsection (1)(c) of  
17 this section; and

18 (d) The date on which the increase becomes effective.

19 **(3) If a former tenant has sold a manufactured dwelling or floating**  
20 **home that remains on the rented space, the landlord may not require**  
21 **that the new tenant pay rent in an amount greater than 10 percent**  
22 **of the selling tenant's rent.**

23 [(3)] (4) A landlord is not subject to subsection (1)(c) of this section if:

24 (a) The first certificate of occupancy for the dwelling unit was issued less  
25 than 15 years from the date of the notice of the rent increase; or

26 (b) The dwelling unit is regulated or certified as affordable housing by a  
27 federal, state or local government and the change in rent:

28 (A) Does not increase the tenant's portion of the rent; or

29 (B) Is required by program eligibility requirements or by a change in the  
30 tenant's income.

31 [(4)] (5) A landlord that increases rent in violation of subsection (1)(c)

1 **or (3)** of this section [*shall be*] **is** liable to the tenant in an amount equal  
2 to three months' rent plus actual damages suffered by the tenant.

3 [(5)] **(6)** This section does not:

4 **(a)** Create a right to increase rent that does not otherwise exist.

5 [(6)] **(b)** [*This section does not*] Require a landlord to compromise, justify  
6 or reduce a rent increase that the landlord otherwise is entitled to impose.

7 (7) Neither ORS 90.510 (1), requiring a landlord to provide a statement  
8 of policy, nor ORS 90.510 (4), requiring a landlord to provide a written rental  
9 agreement, creates a basis for tenant challenge of a rent increase, judicially  
10 or otherwise.

11 (8)(a) The tenants who reside in a facility may elect one committee of  
12 seven or fewer members in a facility-wide election to represent the tenants.  
13 One tenant of record for each rented space may vote in the election. Upon  
14 written request from the tenants' committee, the landlord or a representative  
15 of the landlord shall meet with the committee within 10 to 30 days of the  
16 request to discuss the tenants' nonrent concerns regarding the facility. Un-  
17 less the parties agree otherwise, upon a request from the tenants' committee,  
18 a landlord or representative of the landlord shall meet with the tenants'  
19 committee at least once, but not more than twice, each calendar year. The  
20 meeting shall be held on the premises if the facility has suitable meeting  
21 space for that purpose, or at a location reasonably convenient to the tenants.  
22 After the meeting, the tenants' committee shall send a written summary of  
23 the issues and concerns addressed at the meeting to the landlord. The land-  
24 lord or the landlord's representative shall make a good faith response in  
25 writing to the committee's summary within 60 days.

26 (b) The tenants' committee may be entitled to informal dispute resolution  
27 under ORS 90.769 if the landlord or landlord's representative fails to meet  
28 with the tenants' committee or fails to respond in good faith to the written  
29 summary as required by paragraph (a) of this subsection.

30 **SECTION 4.** ORS 90.680 is amended to read:

31 90.680. (1) As used in this section, "consignment" means an agreement in

1 which a tenant authorizes a landlord to sell a manufactured dwelling or  
2 floating home on behalf of the tenant who owns the dwelling or home in a  
3 facility that is owned by the landlord and for which the landlord receives  
4 compensation.

5 (2) A landlord may not deny any manufactured dwelling or floating home  
6 space tenant the right to sell a manufactured dwelling or floating home on  
7 a rented space or require the tenant to remove the dwelling or home from  
8 the space solely on the basis of the sale.

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

11 (4)(a) A landlord may sell a tenant's manufactured dwelling or floating  
12 home on consignment only if:

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

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

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

21 (ii) The estimated square footage of the dwelling or home, and the make,  
22 model, year, vehicle identification number and license plate number, if  
23 known;

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

25 (iv) Whether lender financing is permitted and the amount, if any, of the  
26 earnest money deposit;

27 (v) Whether the transaction is intended to be closed through a state-  
28 licensed escrow;

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

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

4 (viii) The form and amount of compensation to the landlord, such as a  
5 fixed fee, a percentage of the gross sale price or another similar arrange-  
6 ment. If the form of compensation is a fixed fee, the contract shall state the  
7 amount; and

8 (ix) For the purpose of determining the net sale proceeds that are payable  
9 to the tenant, the manner and order by which the gross sale proceeds will  
10 be applied to liens, taxes, actual costs of sale, landlord compensation and  
11 other closing costs.

12 (C) Within 10 days after a sale, the landlord pays to the tenant the  
13 tenant's share of the sale proceeds and provides to the tenant a written ac-  
14 counting for the sale proceeds.

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

19 (5)(a) The landlord may not deny the tenant the right to place a "for  
20 sale" sign on or in a manufactured dwelling or floating home owned by the  
21 tenant. The size, placement and character of such signs shall be subject to  
22 reasonable rules of the landlord.

23 (b) If the landlord advertises a manufactured dwelling or floating home  
24 for sale within the facility, the tenant may advertise the sale of the tenant's  
25 dwelling or home by posting a sign in a similar manner and similar location.

26 (6) A landlord may not knowingly make false statements to a prospective  
27 purchaser about the quality of a tenant's manufactured dwelling or floating  
28 home.

29 (7) Nothing in this section prevents a landlord from selling to a prospec-  
30 tive purchaser a manufactured dwelling or floating home owned by the  
31 landlord at a price or on terms, including space rent, that are more favorable

1 than the price and terms offered for dwellings or homes that are for sale by  
2 a tenant.

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

6 (a) Except when a termination or abandonment occurs, that a tenant give  
7 not more than 10 days' notice in writing prior to the sale of the dwelling or  
8 home on a rented space;

9 (b) That prior to the sale, the prospective purchaser submit to the land-  
10 lord a complete and accurate written application for occupancy of the  
11 dwelling or home as a tenant after the sale is finalized and that a prospective  
12 purchaser may not occupy the dwelling or home until after the prospective  
13 purchaser is accepted by the landlord as a tenant;

14 (c) That a tenant give notice to any lienholder, prospective purchaser or  
15 person licensed to sell dwellings or homes of the requirements of paragraphs  
16 (b) and (d) of this subsection, the location of all properly functioning smoke  
17 alarms and any other rules and regulations of the facility such as those de-  
18 scribed in ORS 90.510 (5)(b), (f), (g), (i) and (j); and

19 (d) If the sale is not by a lienholder, that the prospective purchaser pay  
20 in full all rents, fees, deposits or charges owed by the tenant as authorized  
21 under ORS 90.140 and the rental agreement, prior to the landlord's accept-  
22 ance of the prospective purchaser as a tenant.

23 (9)(a) If a landlord requires a prospective purchaser to submit an appli-  
24 cation for occupancy as a tenant under subsection (8) of this section, the  
25 landlord shall provide, upon request from the purchaser, a copy of the ap-  
26 plication. At the time that the landlord gives the prospective purchaser an  
27 application the landlord shall also give the prospective purchaser:

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

31 (B) Copies of any outstanding notices given to the tenant under ORS



1 90.632;

2 (C) A list of any disrepair or deterioration of the manufactured dwelling  
3 or floating home;

4 (D) A list of any failures to maintain the space or to comply with any  
5 other provisions of the rental agreement[, *including aesthetic or cosmetic*  
6 *improvements*]; and

7 (E) A statement that the landlord may require a prospective purchaser to  
8 complete repairs[,] **and** maintenance [*and improvements*] as described in the  
9 notices and lists provided under subparagraphs (B) to (D) of this paragraph.

10 (b) The terms of the statement **of policy**, rental agreement and rules and  
11 regulations need not be the same as those in the selling tenant's statement,  
12 rental agreement and rules and regulations. **The initial rent for the pro-**  
13 **spective purchaser is limited by ORS 90.600 (3).**

14 (c) Consistent with ORS 90.305 (4)(b), a landlord may require a prospec-  
15 tive purchaser to pay a reasonable copying charge for the documents.

16 (d) If a prospective purchaser agrees, a landlord may provide the docu-  
17 ments in an electronic format.

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

20 (a) The landlord shall accept or reject the prospective purchaser's appli-  
21 cation within seven days following the day the landlord receives a complete  
22 and accurate written application. An application is not complete until the  
23 prospective purchaser pays any required applicant screening charge and  
24 provides the landlord with all information and documentation, including any  
25 financial data and references, required by the landlord pursuant to ORS  
26 90.510 (5)(i). The landlord and the prospective purchaser may agree to a  
27 longer time period for the landlord to evaluate the prospective purchaser's  
28 application or to allow the prospective purchaser to address any failure to  
29 meet the landlord's screening or admission criteria. If a tenant has not pre-  
30 viously given the landlord the 10 days' notice required under subsection  
31 (8)(a) of this section, the period provided for the landlord to accept or reject

1 a complete and accurate written application is extended to 10 days.

2 (b) When a landlord considers an application for tenancy from a pro-  
3 spective purchaser of a dwelling or home from a tenant, the landlord shall  
4 apply to the prospective purchaser credit and conduct screening criteria that  
5 are substantially similar to the credit and conduct screening criteria the  
6 landlord applies to a prospective purchaser of a dwelling or home from the  
7 landlord.

8 (c) The landlord may not unreasonably reject a prospective purchaser as  
9 a tenant. Reasonable cause for rejection includes, but is not limited to, fail-  
10 ure of the prospective purchaser to meet the landlord's conditions for ap-  
11 proval as provided in ORS 90.510 (5)(i) or failure of the prospective  
12 purchaser's references to respond to the landlord's timely request for verifi-  
13 cation within the time allowed for acceptance or rejection under paragraph  
14 (a) of this subsection. Except as provided in paragraph (d) of this subsection,  
15 the landlord shall furnish to the seller and purchaser a written statement  
16 of the reasons for the rejection.

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

24 (11) The following apply if a landlord does not require a prospective  
25 purchaser to submit an application for occupancy as a tenant under sub-  
26 section (8) of this section or if the landlord does not accept or reject the  
27 prospective purchaser as a tenant within the time required under subsection  
28 (10) of this section:

29 (a) The landlord waives any right to bring an action against the tenant  
30 under the rental agreement for breach of the landlord's right to establish  
31 conditions upon and approve a prospective purchaser of the tenant's dwelling

1 or home;

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

5 (c) If the prospective purchaser becomes a new tenant, the landlord may  
6 impose conditions or terms on the tenancy that are inconsistent with the  
7 terms and conditions of the seller's rental agreement only if the new tenant  
8 agrees in writing.

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

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

17 (b) Require a prospective purchaser of an existing dwelling or home on  
18 a rented space within a facility to remove the dwelling or home from the  
19 rented space.

20 (13) A tenant who has received a notice pursuant to ORS 90.632 may sell  
21 the tenant's dwelling or home in compliance with this section during the  
22 notice period. The tenant shall provide a prospective purchaser with a copy  
23 of any outstanding notice given to the tenant under ORS 90.632 prior to a  
24 sale. If the tenancy has been terminated pursuant to ORS 90.632, or the no-  
25 tice period provided in ORS 90.632 has expired without a correction of cause  
26 or extension of time to correct, a prospective purchaser does not have a right  
27 to leave the dwelling or home on the rented space and become a tenant.

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

30 (a) Notwithstanding any waiver given by the landlord to the previous  
31 tenant, the landlord may require the new tenant to complete the repairs[,]

1 **and** maintenance [*and improvements*] described in the notices provided under  
2 subsection (9)(a)(B) to (D) of this section.

3 (b) Notwithstanding ORS 90.412, if the new tenant fails to complete the  
4 repairs[,] **or** maintenance [*and improvements*] described in the notices pro-  
5 vided under subsection (9)(a)(B) to (D) of this section within six months after  
6 the tenancy begins, the landlord may terminate the tenancy by giving the  
7 new tenant the notice required under ORS 90.630 or 90.632.

8 **(15) A landlord may not require that a selling tenant, prospective**  
9 **purchaser or purchaser consent to the inspection of the interior of the**  
10 **dwelling or home, including as a condition of:**

11 **(a) Acceptance of the notice of sale under subsection (8)(a) of this**  
12 **section;**

13 **(b) Approval of a sale under this section; or**

14 **(c) Approval of a new tenancy by the purchaser.**

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

28 [(16)] **(17)** A landlord or tenant who sells a manufactured dwelling or  
29 floating home shall deliver title to the dwelling or home to the purchaser  
30 within 25 business days after completion of the sale. If the sale by contract  
31 requires future payments, the landlord or tenant shall notify the county that

1 the purchaser is responsible for property tax payments.

2 **SECTION 5. On or before September 15, 2026, the Housing and**  
3 **Community Services Department shall study the need in manufactured**  
4 **dwelling parks and floating home marinas throughout the state to**  
5 **make improvements to water and sewer or septic systems, and shall**  
6 **submit a report in the manner provided by ORS 192.245 to the interim**  
7 **committees of the Legislative Assembly related to housing.**

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