

House Bill 3526

Sponsored by Representative ELMER

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**.

Reduces termination notice period to 59 days for residential landlords selling dwelling unit for use as primary residence.

Takes effect on 91st day following adjournment sine die.

A BILL FOR AN ACT

1
2 Relating to termination of residential tenancy; amending ORS 90.427 and 105.124; and prescribing
3 an effective date.

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

5 **SECTION 1.** ORS 90.427 is amended to read:

6 90.427. (1) As used in this section:

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

9 (b) "Immediate family" means:

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

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

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

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

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

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

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

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

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

28 (A) For a tenant cause and with notice in writing as specified in ORS 86.782 (6)(c), 90.380 (5),
29 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or

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

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

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

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

8 (c) Except as provided by subsection (8) of this section, if the specified ending date for the fixed
9 term falls after the first year of occupancy, the fixed term tenancy becomes a month-to-month
10 tenancy upon the expiration of the fixed term, unless:

11 (A) The landlord and tenant agree to a new fixed term tenancy;

12 (B) The tenant gives notice in writing not less than 30 days prior to the specified ending date
13 for the fixed term or the date designated in the notice for the termination of the tenancy, whichever
14 is later; or

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

17 (5) The landlord may terminate a month-to-month tenancy under subsection (3)(c)(B) of this sec-
18 tion at any time, or may terminate a fixed term tenancy upon the expiration of the fixed term under
19 subsection (4)(c) of this section, by giving the tenant notice in writing:

20 (a) Not less than 90 days prior to the date designated in the notice for the termination of the
21 month-to-month tenancy or the specified ending date for the fixed term, whichever is later, if:

22 [(a)] (A) The landlord intends to demolish the dwelling unit or convert the dwelling unit to a
23 use other than residential use within a reasonable time;

24 [(b)] (B) The landlord intends to undertake repairs or renovations to the dwelling unit within
25 a reasonable time and:

26 [(A)] (i) The premises is unsafe or unfit for occupancy; or

27 [(B)] (ii) The dwelling unit will be unsafe or unfit for occupancy during the repairs or reno-
28 vations;

29 [(c)] (C) The landlord intends for the landlord or a member of the landlord's immediate family
30 to occupy the dwelling unit as a primary residence and the landlord does not own a comparable unit
31 in the same building that is available for occupancy at the same time that the tenant receives notice
32 to terminate the tenancy; or

33 [(d)] (b) **Not less than 59 days prior to the date designated in the notice for the termi-
34 nation of the month-to-month tenancy or the specified ending date for the fixed term,
35 whichever is later, if** the landlord has:

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

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

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

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

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

45 (C) At the time the landlord delivers the tenant the notice to terminate the tenancy, pay the

1 tenant an amount equal to one month's periodic rent.

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

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

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

11 (b) Each written warning notice:

12 (A) Specifies the violation;

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

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

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

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

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

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

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

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

28 (A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396,
29 90.398, 90.405, 90.440 or 90.445;

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

32 (C) Without cause by giving the tenant notice in writing not less than 30 days prior to the date
33 designated in the notice for the termination of the tenancy if:

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

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

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

39 (b) For a fixed term tenancy:

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

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

45 (9)(a) If a landlord terminates a tenancy in violation of subsection (3)(c)(B), (4)(c), (5), (6) or (7)

1 of this section:

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

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

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

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

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

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

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

- 25 (A) The notice is given without stated cause;
- 26 (B) The recipient of the notice does not have a right to cure the reason for the termination; and
- 27 (C) The person giving the notice need not prove the reason for the termination in a court action.

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

30 **SECTION 2.** ORS 105.124 is amended to read:

31 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling
32 unit:

33 (1) The complaint must be in substantially the following form and be available from the clerk
34 of the court:

35 _____

36

37 IN THE CIRCUIT COURT

38 FOR THE COUNTY OF

39 _____

40 No. _____

41

42 RESIDENTIAL EVICTION COMPLAINT

43

44 PLAINTIFF (Landlord or agent):

45 _____

1 _____
2 Address: _____
3 City: _____
4 State: _____ Zip: _____
5 Telephone: _____

6
7 vs.

8
9 DEFENDANT (Tenants/Occupants):
10 _____
11 _____

12 MAILING ADDRESS: _____
13 City: _____
14 State: _____ Zip: _____
15 Telephone: _____

16
17 1.
18 Tenants are in possession of the dwelling unit, premises or rental property described above or
19 located at:

20
21 _____

22
23 2.
24 Landlord is entitled to possession of the property because of:

- 25
- 26 _____ 24-hour notice for personal
- 27 injury, substantial damage, extremely
- 28 outrageous act or unlawful occupant.
- 29 ORS 90.396 or 90.403.
- 30 _____ 24-hour or 48-hour notice for
- 31 violation of a drug or alcohol
- 32 program. ORS 90.398.
- 33 _____ 24-hour notice for perpetrating
- 34 domestic violence, sexual assault or
- 35 stalking. ORS 90.445.
- 36 _____ 72-hour or 144-hour notice for
- 37 nonpayment of rent. ORS 90.394.
- 38 _____ 7-day notice with stated cause in
- 39 a week-to-week tenancy. ORS 90.392 (6).
- 40 _____ 10-day notice for a pet violation,
- 41 a repeat violation in a month-to-month
- 42 tenancy or without stated cause in a
- 43 week-to-week tenancy. ORS 90.392 (5),
- 44 90.405 or 90.427 (2).
- 45 _____ 20-day notice for a repeat violation.

