

HOUSE AMENDMENTS TO A-ENGROSSED SENATE BILL 1069

By COMMITTEE ON HOUSING AND HOMELESSNESS

May 12

1 On page 1 of the printed A-engrossed bill, line 2, delete “90.300,” and insert “90.160, 90.300,
2 90.394.”

3 Delete lines 4 through 28.

4 On page 2, delete lines 1 through 27 and insert:

5 “**SECTION 1.** ORS 90.155 is amended to read:

6 “90.155. (1) Except as provided in ORS 90.300, 90.315, 90.425 and 90.675, where this chapter re-
7 quires written notice, service or delivery of that written notice shall be executed by one or more
8 of the following methods:

9 “(a) Personal delivery to the landlord or tenant[;].

10 “(b) First class mail to the landlord or tenant[; or].

11 “(c) If **allowed under** a written rental agreement [*so provides*], both first class mail and at-
12 tachment to a designated location. In order for a written rental agreement to provide for mail and
13 attachment service of written notices from the landlord to the tenant, the agreement must also
14 provide for such service of written notices from the tenant to the landlord. Mail and attachment
15 service of written notices shall be executed as follows:

16 “(A) For written notices from the landlord to the tenant, the first class mail notice copy shall
17 be addressed to the tenant at the premises and the second notice copy shall be attached in a secure
18 manner to the main entrance to that portion of the premises of which the tenant has possession; and

19 “(B) For written notices from the tenant to the landlord, the first class mail notice copy shall
20 be addressed to the landlord at an address as designated in the written rental agreement and the
21 second notice copy shall be attached in a secure manner to the landlord’s designated location, which
22 shall be described with particularity in the written rental agreement, reasonably located in relation
23 to the tenant and available at all hours.

24 “(d) **Except as provided in subsection (5) of this section, electronic mail, for written no-**
25 **tices to the landlord or the tenant, only if allowed under a written addendum to the rental**
26 **agreement that:**

27 “(A) **Specifies the electronic mail address from which the landlord agrees to send, and**
28 **at which the landlord agrees to receive, electronic mail;**

29 “(B) **Specifies the electronic mail address from which the tenant agrees to send, and at**
30 **which the tenant agrees to receive, electronic mail;**

31 “(C) **Is executed by both parties after the tenancy begins and the tenant has occupied the**
32 **premises;**

33 “(D) **Allows the landlord or tenant to terminate the service of written notice by elec-**
34 **tronic mail or to change their specified electronic mail address for receipt of written notice**
35 **by giving no less than three days’ written notice; and**

1 “(E) Includes notice in substantially the following form:

2 “

3
4 **THIS IS AN IMPORTANT NOTICE**
5 **ABOUT YOUR RIGHTS REGARDING**
6 **RECEIPT OF WRITTEN NOTICES.**

7
8 **By signing this addendum, you agree to receive written notices from your landlord by**
9 **e-mail. This may include important legal notices, including rent increase and tenancy ter-**
10 **mination notices. Failure to read or respond to a written notice could result in you losing**
11 **your housing or being unaware of a change in rent. Signing this addendum is voluntary. Only**
12 **agree to service of written notices electronically if you check your e-mail regularly.**

13 “

14
15 “(2) If a notice is served by mail **under subsection (1)(b) of this section**, the minimum period
16 for compliance or termination of tenancy, as appropriate, shall be extended by three days, and the
17 notice shall include the extension in the period provided.

18 “(3) A landlord or tenant may utilize alternative methods of notifying the other so long as the
19 alternative method is in addition to one of the service methods described in subsection (1) of this
20 section.

21 “(4) After 30 days’ written notice, a landlord may unilaterally amend a rental agreement for a
22 manufactured dwelling or floating home that is subject to ORS 90.505 to 90.850 to provide for service
23 or delivery of written notices by mail and attachment service as provided by subsection (1)(c) of this
24 section.

25 “(5) **A party to a rental agreement may use electronic mail to give a written notice ter-**
26 **minating the tenancy only if allowed under subsection (1)(d) of this section and the termi-**
27 **nation notice is sent by both first class mail and electronic mail.”**

28 After line 41, insert:

29 “**SECTION 3.** ORS 90.160 is amended to read:

30 “90.160. [(1)] Notwithstanding ORCP 10 [and not including the seven-day and four-day waiting
31 periods provided in ORS 90.394, where there are]:

32 “(1) **For** references in this chapter to periods [and] **or** notices based on a number of days, those
33 days [shall] **must** be calculated by consecutive calendar days, not including the initial day of ser-
34 vice, but including the last day until 11:59 p.m. [Where there are]

35 “(2) **For** references in this chapter to periods or notices based on a number of hours, those
36 hours [shall] **must** be calculated in consecutive clock hours, beginning:

37 “(a) Immediately upon service, **except as provided in paragraph (b) of this subsection; or**.[

38 “[2) Notwithstanding subsection (1) of this section, for nonpayment notices whose periods are
39 based on a number of hours under ORS 90.394 that are served pursuant to ORS 90.155 (1)(c), the time
40 period described in subsection (1) of this section begins at 11:59 p.m. the day the notice is both mailed
41 and attached to the premises.]

42 “(b) **For notices to terminate a tenancy, at 11:59 p.m. the day that:**

43 “(A) **A notice given under ORS 90.155 (1)(c) is both mailed and attached to the premises;**

44 **or**

45 “(B) **A notice given under ORS 90.155 (5) is both mailed and sent by electronic mail.”**

1 In line 42, delete “3” and insert “4”.

2 On page 4, line 29, delete the boldfaced material.

3 In line 30, delete “begins,” and insert “If agreed to by both parties in an addendum executed

4 after the tenancy begins and the tenant has occupied the premises.”.

5 On page 5, after line 18, insert:

6 “**SECTION 5.** ORS 90.394 is amended to read:

7 “90.394. The landlord may terminate the rental agreement for nonpayment of rent and take

8 possession as provided in ORS 105.105 to 105.168, as follows:

9 “(1) When the tenancy is a week-to-week tenancy, by delivering to the tenant at least 72 hours’

10 written notice of nonpayment and the landlord’s intention to terminate the rental agreement if the

11 rent is not paid within that period. The landlord shall give this notice no sooner than on the fifth

12 day of the rental period, including the first day the rent is due.

13 “(2) For all tenancies other than week-to-week tenancies, by delivering to the tenant:

14 “(a) At least 72 hours’ written notice of nonpayment and the landlord’s intention to terminate

15 the rental agreement if the rent is not paid within that period. The landlord shall give this notice

16 no sooner than on the eighth day of the rental period, including the first day the rent is due; or

17 “(b) At least 144 hours’ written notice of nonpayment and the landlord’s intention to terminate

18 the rental agreement if the rent is not paid within that period. The landlord shall give this notice

19 no sooner than on the fifth day of the rental period, including the first day the rent is due.

20 “(3) The notice described in this section must also specify the amount of rent that must be paid

21 and the date and time by which the tenant must pay the rent to cure the nonpayment of rent.

22 “(4) Payment by a tenant who has received a notice under this section is timely if mailed to the

23 landlord within the period of the notice unless:

24 “(a) The notice is served on the tenant:

25 “(A) By personal delivery as provided in ORS 90.155 (1)(a); [*or*]

26 “(B) By first class mail and attachment as provided in ORS 90.155 (1)(c); **or**

27 “(C) **By first class mail and electronic mail as provided in ORS 90.155 (5);**

28 “(b) A written rental agreement and the notice expressly state that payment is to be made at

29 a specified location that is either on the premises or at a place where the tenant has made all pre-

30 vious rent payments in person; and

31 “(c) The place so specified is available to the tenant for payment throughout the period of the

32 notice.”.

33 In line 19, delete “4” and insert “6”.

34 On page 6, lines 29 and 30, delete the boldfaced material and insert “or electronically as pro-

35 vided in ORS 90.300 (13);”.

36 In line 33, delete “5” and insert “7”.

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