

HB 2305 STAFF MEASURE SUMMARY

House Committee On Housing and Homelessness

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Meeting Dates: 2/17

WHAT THE MEASURE DOES:

The measure allows a landlord to terminate a rental agreement with at least 30 days' written notice if the tenant has repeatedly violated the lease or failed to pay rent on time. However, the landlord can only issue this notice if, within the past 12 months, the tenant has already received two prior valid termination notices with a right to fix the violation, and the landlord issues a third notice for a violation that remains uncorrected. Each of these three notices must warn the tenant that another violation could result in termination without an option to fix the issue. Once the landlord delivers the final 30-day termination notice, the tenant loses the right to correct the problem. The notice must clearly explain why the tenancy is being terminated and explicitly state that the tenant has no further opportunity to resolve the issue.

Detailed Summary:

- Allows a landlord to terminate a rental agreement by giving the tenant not less than 30 days' written notice prior to the date designated in the notice for the termination of the tenancy if the tenant has materially violated the lease agreement, including material violations, or for failing to pay rent timely.
- Clarifies that the written notice can only be given if in the preceding 12 months, the landlord has delivered to the tenant at least two valid termination notices with a right to cure which the tenant has cured; before or concurrently with the notice, the landlord gives a third notice and that violation has not been cured; and each of the three notices include a written warning of the risk of a 30-day notice for termination with no right to cure the cause.
- Specifies that a tenant who receives a termination notice does not have a right to cure the cause for the notice.
- Clarifies that a notice must state facts sufficient to notify the tenant of the cause for termination of the tenancy and clearly state that the tenant does not have a right to cure the cause of the termination.
- Allows landlords of manufactured home parks or marinas to issue said notices and removes specific language that allows termination only on the basis of repeated late rent payments in a 12 month period.
- Specifies that the following are considered a material violation of the lease agreement under these provisions: nonpayment of renter's liability insurance; noncompliance with requirements of drug and alcohol free housing; nonpayment of a late charge; if a temporary occupant fails to promptly vacate the dwelling unit if a landlord terminates a temporary occupancy agreement; nonpayment of fees for occurrences of noncompliance with written rules or policies; nonpayment of a utility or service charge; if a tenant refuses to allow lawful access to a landlord for specific purposes; violation of a restriction regulating a portable cooling device; not providing written notice applying the security deposit or prepaid rent to the tenant's obligation to the landlord when the rental property is in foreclosure; any acts that are outrageous in the extreme committed by the tenant, someone in the tenant's control or the tenant's pet; failure to repair certain leaks; and a tenant continuing to engage in an activity affected by rule or regulation to which the landlord objects.

Fiscal impact: May have fiscal impact, but no statement yet issued

Revenue impact: May have revenue impact, but no statement yet issued

ISSUES DISCUSSED:

This summary has not been adopted or officially endorsed by action of the committee.

EFFECT OF AMENDMENT:

No amendment.

BACKGROUND:

Oregon law allows landlords to end a tenancy with at least 30 days' written notice if the tenant materially violates the lease agreement, fails to follow laws related to tenant conduct, or does not pay fees, utility charges, or late fees. If the violation is correctable, the landlord must give the tenant a deadline to fix the issue, which is at least 30 days for ongoing violations and at least three days for one-time offenses. If the tenant corrects the issue by the deadline, the termination is avoided, but if a similar violation happens within six months, the landlord can then terminate the tenancy with only 20 days' notice, and the tenant will not have the right to fix the issue that time. For repeated late rent payments, the law sets stricter rules. If a tenant fails to pay rent on time at least three times in a 12-month period, and the landlord has issued a nonpayment termination notice each time, the landlord may issue a final 30-day termination notice with no right to fix the issue. However, the landlord must have previously warned the tenant in at least two of these notices that a third late payment could lead to termination without an opportunity to cure. The law also permits landlords to notify lienholders of a tenant's manufactured dwelling or floating home if a termination notice is issued, ensuring that lienholders are informed of potential eviction situations. However, a landlord is not liable for damages to the tenant if they provide this notice to a lienholder in good faith.

Oregon law allows landlords to terminate a rental agreement for a manufactured dwelling or floating home under specific conditions. A landlord can end a tenancy with at least 30 days' written notice if the tenant violates the lease, breaks tenant conduct laws, or fails to pay certain fees. If the issue is fixable, the tenant must be given at least 30 days to correct ongoing violations or three days for one-time offenses. If a similar violation occurs again within six months, the landlord can terminate the lease with only 20 days' notice, and the tenant loses the right to fix the issue. For late rent payments, the law is stricter. If a tenant pays rent late three times in a 12-month period and receives a termination notice each time, the landlord can issue a final 30-day termination notice with no option to cure. However, the landlord must have warned the tenant in at least two prior notices that a third late payment could lead to eviction without a chance to fix it. Landlords can also notify lienholders of a tenant's manufactured home if eviction proceedings begin, but they are not liable for any damages to the tenant if they do so in good faith.