

## SB 586 A STAFF MEASURE SUMMARY

### House Committee On Housing and Homelessness

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**Prepared By:** Iva Sokolovska, LPRO Analyst

**Meeting Dates:** 4/16, 5/21

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#### WHAT THE MEASURE DOES:

The measure provides that if the landlord is terminating the tenancy based on a purchase offer, the notice period can be reduced to not less than 60 days prior to the designated termination date if the landlord provides written evidence of the accepted purchase offer and at the time of notice the landlord pays the tenant an amount equal to one month's periodic rent, plus any additional amount required. The measure clarifies that for a fixed-term tenancy, termination by the landlord can only occur once the fixed term has expired. It specifies that a notice must be given not less than 90 days prior to the date designated as the termination date. It requires written evidence of a purchase offer accompany the notice to tenant. The measure takes effect on 91st day following adjournment sine die.

*Fiscal impact: Minimal Fiscal Impact*

*Revenue impact: No Revenue Impact*

*SENATE VOTE: Ayes, 26; Excused, 4*

#### ISSUES DISCUSSED:

- Landlord option to offer 60-day notice, tenant options, and negotiation options under current law
- Residence requirement for duplexes, triplexes, or fourplex
- Purchase offers and notification period
- Timelines for returns of deposits to tenants

#### EFFECT OF AMENDMENT:

No amendment.

#### BACKGROUND:

Oregon law (ORS 90.427) permits landlords to terminate a tenancy without the tenant having caused any specific breach only under clearly defined circumstances and with strict notice requirements. For month-to-month tenancies no-cause terminations after the first year of occupancy require a qualifying reason (such as demolition, conversion, repairs, or owner occupancy) and demand a 90-day written notice. For fixed-term tenancies the landlord can only terminate during the term for cause, but if the lease ends within the first year, termination without cause is allowed with 30 days' notice; after the first year, similar no-cause termination procedures (which effectively convert the lease to month-to-month unless addressed) apply. Special provisions exist for small, owner-occupied buildings that allow for shorter notice periods under certain conditions. When terminating based on a landlord's qualifying reason (for example, demolition, major renovations, or intent for owner occupancy), the notice must clearly state the reasons, include supporting facts, and, in some cases, be accompanied by payment equal to one month's rent (unless the landlord owns four or fewer dwelling units).