

House Bill 2305

Sponsored by Representatives MANNIX, OSBORNE, ELMER, BOICE; Representative SCHARF (Pre-session filed.)

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**. The statement includes a measure digest written in compliance with applicable readability standards.

Digest: This Act allows a landlord to evict upon a tenant's third breach. (Flesch Readability Score: 74.8).

Allows a landlord to terminate residential tenancy upon third material violation or late payment upon 30 days' notice with no right to cure.

A BILL FOR AN ACT

1
2 Relating to termination of residential tenancy for repeated violations; creating new provisions; and
3 amending ORS 90.222, 90.243, 90.260, 90.275, 90.302, 90.315, 90.322, 90.355, 90.367, 90.392, 90.395,
4 90.396, 90.401, 90.412, 90.414, 90.427, 90.429, 90.562, 90.578, 90.610, 90.630, 90.632, 90.643, 90.671,
5 90.680, 90.725, 90.729, 90.767, 92.840, 105.124 and 105.135.

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

7 **SECTION 1. Section 2 of this 2025 Act is added to and made a part of ORS chapter 90.**

8 **SECTION 2. (1) A landlord may terminate a rental agreement by giving the tenant not**
9 **less than 30 days' written notice prior to the date designated in the notice for the termi-**
10 **nation of the tenancy if the tenant has materially violated the lease agreement, including**
11 **material violations as described in ORS 90.392 (2), 90.398, 90.405 or 90.630 (1) or for failing to**
12 **pay rent timely as described in ORS 90.394.**

13 **(2) A notice under this section may only be given if:**

14 **(a) In the preceding 12 months, the landlord has delivered to the tenant at least two valid**
15 **termination notices with a right to cure, including under ORS 90.392, 90.394, 90.398, 90.405,**
16 **90.630 or 90.632, which the tenant has cured;**

17 **(b) Before or concurrently with the notice, the landlord gives a third notice for the vio-**
18 **lation described in subsection (1) of this section; and that violation has not been cured; and**

19 **(c) Each of the three notices given under this subsection include a written warning of**
20 **the risk of a 30-day notice for termination with no right to cure the cause, under this sec-**
21 **tion.**

22 **(3) A tenant who receives a termination notice under this section does not have a right**
23 **to cure the cause for the notice.**

24 **(4) The notice given under this section must:**

25 **(a) State facts sufficient to notify the tenant of the cause for termination of the tenancy;**
26 **and**

27 **(b) Clearly state that the tenant does not have a right to cure the cause of the termi-**
28 **nation.**

29 **SECTION 3. ORS 90.630 is amended to read:**

30 **90.630. (1) Except as provided in subsection (5) of this section, the landlord may terminate a**

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 rental agreement for space for a manufactured dwelling or floating home by giving to the tenant not
 2 less than 30 days' notice in writing before the termination date designated in the notice, if the ten-
 3 ant:

4 (a) Materially violates a law related to the tenant's conduct as a tenant;

5 (b) Materially violates a rental agreement provision related to the tenant's conduct as a tenant
 6 and imposed as a condition of occupancy;

7 (c) Is classified as a level three sex offender under ORS 163A.100 (3); or

8 (d) Fails to pay a:

9 (A) Late charge pursuant to ORS 90.260;

10 (B) Fee pursuant to ORS 90.302; or

11 (C) Utility or service charge pursuant to ORS 90.568 or 90.572.

12 (2) A violation making a tenant subject to termination under subsection (1) of this section in-
 13 cludes a tenant's failure to maintain the space as required by law, rental agreement or rule, but does
 14 not include the physical condition of the dwelling or home. Termination of a rental agreement based
 15 upon the physical condition of a dwelling or home may only occur as provided in ORS 90.632.

16 (3) The notice required by subsection (1) of this section must state:

17 (a) That the tenancy will terminate on a designated termination date;

18 (b) Facts sufficient to notify the tenant of the reasons for termination of the tenancy;

19 (c) That the tenant may avoid termination by correcting the violation by a designated date that
 20 is:

21 (A) At least 30 days after delivery of the notice; or

22 (B) If the violation involves conduct that was a separate and distinct act or omission and is not
 23 ongoing, at least three days after delivery of the notice;

24 (d) If a date to correct is given under paragraph (c)(B) of this subsection, that the violation is
 25 conduct that is a separate and distinct violation and that the date designated for correcting the vi-
 26 olation is different from the termination date; and

27 (e) At least one possible method by which the tenant may correct the violation.

28 (4) For the purposes of subsection (3) of this section, conduct is ongoing if:

29 (a) The conduct is constant or persistent or has been sufficiently repetitive over time that a
 30 reasonable person would consider the conduct to be ongoing; and

31 (b) The violation does not involve a pet or assistance animal.

32 (5) The tenancy terminates on the termination date unless the tenant corrects the violation by
 33 the designated date in subsection (3)(c) of this section. If the notice fails to designate a date for
 34 correcting the violation, the violation must be corrected by the termination date.

35 (6) Notwithstanding subsection (3) of this section, if a tenant avoids termination as described in
 36 subsection (5) of this section and substantially the same act or omission that constituted a prior
 37 violation of which notice was given recurs within six months after the termination date designated
 38 in the original notice, the landlord may terminate the tenancy upon at least 20 days' written notice
 39 before the termination date designated in the new notice specifying the violation and stating that
 40 the tenant has no right to correct the violation and avoid termination.

41 (7) Notwithstanding subsections (3) to (5) of this section, a tenant who is given a notice of ter-
 42 mination under subsection (1)(c) of this section does not have a right to correct the violation. A
 43 notice given to a tenant under subsection (1)(c) of this section must state that the tenant does not
 44 have a right to avoid the termination.

45 (8) This section does not limit a landlord's right to terminate a tenancy for other cause under

1 this chapter.

2 (9) A tenancy terminates on the termination date designated in the notice and without regard
 3 to the expiration of the period for which, by the terms of the rental agreement, rents are to be paid.
 4 Unless otherwise agreed, rent is uniformly apportionable from day to day.

5 *[(10) Notwithstanding any other provision of this section, the landlord may terminate the rental
 6 agreement for space for a manufactured dwelling or floating home because of repeated late payment of
 7 rent by giving the tenant not less than 30 days' notice in writing before the termination date designated
 8 in the notice if:]*

9 *[(a) The tenant has not paid the monthly rent prior to the eighth day of the rental period as de-
 10 scribed in ORS 90.394 (2)(a) or the fifth day of the rental period as described in ORS 90.394 (2)(b) in
 11 at least three of the preceding 12 months and the landlord has given the tenant a nonpayment of rent
 12 termination notice pursuant to ORS 90.394 (2) during each of those three instances of nonpayment;]*

13 *[(b) The landlord warns the tenant of the risk of a 30-day notice for termination with no right to
 14 correct the cause, upon the occurrence of a third nonpayment of rent termination notice within a
 15 12-month period. The warning must be contained in at least two nonpayment of rent termination notices
 16 that precede the third notice within a 12-month period or in separate written notices that are given
 17 concurrent with, or a reasonable time after, each of the two nonpayment of rent termination notices;
 18 and]*

19 *[(c) The 30-day notice of termination states facts sufficient to notify the tenant of the cause for ter-
 20 mination of the tenancy and is given to the tenant concurrent with or after the third or a subsequent
 21 nonpayment of rent termination notice.]*

22 *[(11) Notwithstanding subsection (5) of this section, a tenant who receives a 30-day notice of ter-
 23 mination pursuant to subsection (10) of this section does not have a right to correct the cause for the
 24 notice.]*

25 *[(12)]* **(10)** The landlord may give a copy of the notice required by *[subsection (10) of this*
 26 *section]* **section 2 of this 2025 Act** to any lienholder of the manufactured dwelling or floating home
 27 *[by first class mail with certificate of mailing or by any other method allowed by ORS 90.150 (2) and*
 28 *(3)].* A landlord is not liable to a tenant for any damages incurred by the tenant as a result of the
 29 landlord giving a copy of the notice in good faith to a lienholder.

30 **SECTION 4.** ORS 90.222 is amended to read:

31 90.222. (1) A landlord may require a tenant to obtain and maintain renter's liability insurance
 32 in a written rental agreement. The amount of coverage may not exceed \$100,000 per occurrence or
 33 the customary amount required by landlords for similar properties with similar rents in the same
 34 rental market, whichever is greater.

35 (2) Before entering a new tenancy, a landlord:

36 (a) Shall advise an applicant in writing of a requirement to obtain and maintain renter's liability
 37 insurance and the amount of insurance required and provide a reasonable written summary of the
 38 exceptions to this requirement under subsections (8) and (9) of this section.

39 (b) May require an applicant to provide documentation of renter's liability insurance coverage
 40 before the tenancy begins.

41 (3) For an existing month-to-month tenancy, the landlord may amend a written rental agreement
 42 to require renter's liability insurance after giving the tenant at least 30 days' written notice of the
 43 requirement and the written summary described in subsection (2) of this section. If the tenant does
 44 not obtain renter's liability insurance within the 30-day period:

45 (a) The landlord may terminate the tenancy pursuant to ORS 90.392 **or section 2 of this 2025**

1 **Act;** and

2 (b) The tenant may cure the cause of the termination as provided by ORS 90.392 by obtaining
3 insurance.

4 (4) A landlord may require that the tenant provide documentation:

5 (a) That the tenant has named the landlord as an interested party on the tenant's renter's li-
6 ability insurance policy authorizing the insurer to notify the landlord of:

7 (A) Cancellation or nonrenewal of the policy;

8 (B) Reduction of policy coverage; or

9 (C) Removal of the landlord as an interested party; or

10 (b) On a periodic basis related to the coverage period of the renter's liability insurance policy
11 or more frequently if the landlord reasonably believes that the insurance policy is no longer in ef-
12 fect, that the tenant maintains the renter's liability insurance.

13 (5) A landlord may require that a tenant obtain or maintain renter's liability insurance only if
14 the landlord obtains and maintains comparable liability insurance and provides documentation to
15 any tenant who requests the documentation, orally or in writing. The landlord may provide doc-
16 umentation to a tenant in person, by mail or by posting in a common area or office. The documen-
17 tation may consist of a current certificate of coverage. A written rental agreement that requires a
18 tenant to obtain and maintain renter's liability insurance must include a description of the require-
19 ments of this subsection.

20 (6) Neither a landlord nor a tenant shall make unreasonable demands that have the effect of
21 harassing the other with regard to providing documentation of insurance coverage.

22 (7) A landlord may not:

23 (a) Require that a tenant obtain renter's liability insurance from a particular insurer;

24 (b) Require that a tenant name the landlord as an additional insured or as having any special
25 status on the tenant's renter's liability insurance policy other than as an interested party for the
26 purposes described in subsection (4)(a) of this section;

27 (c) Require that a tenant waive the insurer's subrogation rights; or

28 (d) Make a claim against the tenant's renter's liability insurance unless:

29 (A) The claim is for damages or costs for which the tenant is legally liable and not for damages
30 or costs that result from ordinary wear and tear, acts of God or the conduct of the landlord;

31 (B) The claim is greater than the security deposit of the tenant, if any; and

32 (C) The landlord provides a copy of the claim to the tenant contemporaneous with filing the
33 claim with the insurer.

34 (8) A landlord may not require a tenant to obtain or maintain renter's liability insurance if the
35 household income of the tenant is equal to or less than 50 percent of the area median income, ad-
36 justed for family size as measured up to a five-person family, as determined by the Oregon Housing
37 Stability Council based on information from the United States Department of Housing and Urban
38 Development.

39 (9) A landlord may not require a tenant to obtain or maintain renter's liability insurance if the
40 dwelling unit of the tenant has been subsidized with public funds:

41 (a) Including federal or state tax credits, federal block grants authorized in the HOME Invest-
42 ment Partnerships Act under Title II of the Cranston-Gonzalez National Affordable Housing Act, as
43 amended, or the Community Development Block Grant program authorized in the Housing and
44 Community Development Act of 1974, as amended, project-based federal rent subsidy payments under
45 42 U.S.C. 1437f and tax-exempt bonds.

1 (b) Not including tenant-based federal rent subsidy payments under the Housing Choice Voucher
2 Program authorized by 42 U.S.C. 1437f or any other local, state or federal rental housing assistance.

3 (10) Subsection (9) of this section does not apply to a dwelling unit that is not subsidized even
4 if the unit is on premises in which some dwelling units are subsidized.

5 (11)(a) If a landlord knowingly violates this section, the tenant may recover the actual damages
6 of the tenant or \$250, whichever is greater.

7 (b) If a landlord files a frivolous claim against the renter's liability insurance of a tenant, the
8 tenant may recover from the landlord the actual damages of the tenant plus \$500.

9 (12) This section does not:

10 (a) Affect rights or obligations otherwise provided in this chapter or in the rental agreement.

11 (b) Apply to tenancies governed by ORS 90.505 to 90.850.

12 **SECTION 5.** ORS 90.243 is amended to read:

13 90.243. (1) A dwelling unit qualifies as drug and alcohol free housing if:

14 (a)(A) For premises consisting of more than eight dwelling units, the dwelling unit is one of at
15 least eight contiguous dwelling units on the premises that are designated by the landlord as drug
16 and alcohol free housing dwelling units and that are each occupied or held for occupancy by at least
17 one tenant who is a recovering alcoholic or drug addict and is participating in a program of re-
18 covery; or

19 (B) For premises consisting of eight or fewer dwelling units, the dwelling unit is one of at least
20 four contiguous dwelling units on the premises that are designated by the landlord as drug and al-
21cohol free housing dwelling units and that are each occupied or held for occupancy by at least one
22 tenant who is a recovering alcoholic or drug addict and is participating in a program of recovery;

23 (b) The landlord is a nonprofit corporation incorporated pursuant to ORS chapter 65 or a
24 housing authority created pursuant to ORS 456.055 to 456.235;

25 (c) The landlord provides for the designated drug and alcohol free housing dwelling units:

26 (A) A drug and alcohol free environment, covering all tenants, employees, staff, agents of the
27 landlord and guests;

28 (B) Monitoring of the tenants for compliance with the requirements described in paragraph (d)
29 of this subsection;

30 (C) Individual and group support for recovery; and

31 (D) Access to a specified program of recovery; and

32 (d) The rental agreement for the designated drug and alcohol free housing dwelling unit is in
33 writing and includes the following provisions:

34 (A) That the dwelling unit is designated by the landlord as a drug and alcohol free housing
35 dwelling unit;

36 (B) That the tenant may not use, possess or share alcohol, marijuana items as defined in ORS
37 475C.009, illegal drugs, controlled substances or prescription drugs without a medical prescription,
38 either on or off the premises;

39 (C) That the tenant may not allow the tenant's guests to use, possess or share alcohol,
40 marijuana items as defined in ORS 475C.009, illegal drugs, controlled substances or prescription
41 drugs without a medical prescription, on the premises;

42 (D) That the tenant shall participate in a program of recovery, which specific program is de-
43 scribed in the rental agreement;

44 (E) That on at least a quarterly basis the tenant shall provide written verification from the
45 tenant's program of recovery that the tenant is participating in the program of recovery and that

1 the tenant has not used:

- 2 (i) Alcohol;
- 3 (ii) Marijuana items as defined in ORS 475C.009; or
- 4 (iii) Illegal drugs;

5 (F) That the landlord has the right to require the tenant to take a test for drug or alcohol usage
6 promptly and at the landlord's discretion and expense; and

7 (G) That the landlord has the right to terminate the tenant's tenancy in the drug and alcohol
8 free housing under ORS 90.392, 90.398 or 90.630 **or section 2 of this 2025 Act** for noncompliance
9 with the requirements described in this paragraph.

10 (2) A dwelling unit qualifies as drug and alcohol free housing despite the premises not having
11 the minimum number of qualified dwelling units required by subsection (1)(a) of this section if:

12 (a) The premises are occupied but have not previously qualified as drug and alcohol free hous-
13 ing;

14 (b) The landlord designates certain dwelling units on the premises as drug and alcohol free
15 dwelling units;

16 (c) The number of designated drug and alcohol free housing dwelling units meets the require-
17 ment of subsection (1)(a) of this section;

18 (d) When each designated dwelling unit becomes vacant, the landlord rents that dwelling unit
19 to, or holds that dwelling unit for occupancy by, at least one tenant who is a recovering alcoholic
20 or drug addict and is participating in a program of recovery and the landlord meets the other re-
21 quirements of subsection (1) of this section; and

22 (e) The dwelling unit is one of the designated drug and alcohol free housing dwelling units.

23 (3) The failure by a tenant to take a test for drug or alcohol usage as requested by the landlord
24 pursuant to subsection (1)(d)(F) of this section may be considered evidence of drug or alcohol use.

25 (4) As used in this section, "program of recovery" means a verifiable program of counseling and
26 rehabilitation treatment services, including a written plan, to assist recovering alcoholics or drug
27 addicts to recover from their addiction to alcohol, cannabis or illegal drugs while living in drug and
28 alcohol free housing. A "program of recovery" includes Alcoholics Anonymous, Narcotics Anony-
29 mous and similar programs.

30 **SECTION 6.** ORS 90.260 is amended to read:

31 90.260. (1) A landlord may impose a late charge or fee, however designated, only if:

32 (a) The rent payment is not received by the fourth day of the weekly or monthly rental period
33 for which rent is payable; and

34 (b) There exists a written rental agreement that specifies:

35 (A) The tenant's obligation to pay a late charge on delinquent rent payments;

36 (B) The type and amount of the late charge, as described in subsection (2) of this section; and

37 (C) The date on which rent payments are due and the date or day on which late charges become
38 due.

39 (2) The amount of any late charge may not exceed:

40 (a) A reasonable flat amount, charged once per rental period. "Reasonable amount" means the
41 customary amount charged by landlords for that rental market;

42 (b) A reasonable amount, charged on a per-day basis, beginning on the fifth day of the rental
43 period for which rent is delinquent. This daily charge may accrue every day thereafter until the
44 rent, not including any late charge, is paid in full, through that rental period only. The per-day
45 charge may not exceed six percent of the amount described in paragraph (a) of this subsection; or

1 (c) Five percent of the periodic rent payment amount, charged once for each succeeding five-day
 2 period, or portion thereof, for which the rent payment is delinquent, beginning on the fifth day of
 3 that rental period and continuing and accumulating until that rent payment, not including any late
 4 charge, is paid in full, through that rental period only.

5 (3) In periodic tenancies, a landlord may change the type or amount of late charge by giving 30
 6 days' written notice to the tenant.

7 (4) A landlord may not deduct a previously imposed late charge from a current or subsequent
 8 rental period rent payment, thereby making that rent payment delinquent for imposition of a new
 9 or additional late charge or for termination of the tenancy for nonpayment under ORS 90.394.

10 (5) A landlord may charge simple interest on an unpaid late charge at the rate allowed for
 11 judgments pursuant to ORS 82.010 (2) and accruing from the date the late charge is imposed.

12 (6) Nonpayment of a late charge alone is not grounds for termination of a rental agreement for
 13 nonpayment of rent under ORS 90.394, but is grounds for termination of a rental agreement for
 14 cause under ORS 90.392 or 90.630 (1) **or section 2 of this 2025 Act**. A landlord may note the im-
 15 position of a late charge on a nonpayment of rent termination notice under ORS 90.394, so long as
 16 the notice states or otherwise makes clear that the tenant may cure the nonpayment notice by
 17 paying only the delinquent rent, not including any late charge, within the allotted time.

18 (7) A late charge includes an increase or decrease in the regularly charged periodic rent pay-
 19 ment imposed because a tenant does or does not pay that rent by a certain date.

20 **SECTION 7.** ORS 90.275 is amended to read:

21 90.275. (1) As provided under this section, a landlord may allow an individual to become a tem-
 22 porary occupant of the tenant's dwelling unit. To create a temporary occupancy, the landlord, tenant
 23 and proposed temporary occupant must enter into a written temporary occupancy agreement that
 24 describes the temporary occupancy relationship.

25 (2) The temporary occupant:

26 (a) Is not a tenant entitled to occupy the dwelling unit to the exclusion of others; and

27 (b) Does not have the rights of a tenant.

28 (3) The temporary occupancy agreement may be terminated by:

29 (a) The tenant without cause at any time; and

30 (b) The landlord only for cause that is a material violation of the temporary occupancy agree-
 31 ment.

32 (4) The temporary occupant does not have a right to cure a violation that causes a landlord to
 33 terminate the temporary occupancy agreement.

34 (5) Before entering into a temporary occupancy agreement, a landlord may screen the proposed
 35 temporary occupant for issues regarding conduct or for a criminal record. The landlord may not
 36 screen the proposed temporary occupant for credit history or income level.

37 (6) A temporary occupancy agreement:

38 (a) Shall expressly include the requirements of subsections (2) to (4) of this section;

39 (b) May provide that the temporary occupant is required to comply with any applicable rules for
 40 the premises; and

41 (c) May have a specific ending date.

42 (7) The landlord, tenant and temporary occupant may extend or renew a temporary occupancy
 43 agreement or may enter into a new temporary occupancy agreement.

44 (8) A landlord or tenant is not required to give the temporary occupant written notice of the
 45 termination of a temporary occupancy agreement.

1 (9) The temporary occupant shall promptly vacate the dwelling unit if a landlord terminates a
 2 temporary occupancy agreement for material violation of the temporary occupancy agreement or if
 3 the temporary occupancy agreement ends by its terms. Except as provided in ORS 90.449, the land-
 4 lord may terminate the tenancy of the tenant as provided under ORS 90.392 or 90.630 **or section 2**
 5 **of this 2025 Act** if the temporary occupant fails to promptly vacate the dwelling unit or if the
 6 tenant materially violates the temporary occupancy agreement.

7 (10) A temporary occupant shall be treated as a squatter if the temporary occupant continues
 8 to occupy the dwelling unit after a tenancy has ended or after the tenant revokes permission for the
 9 occupancy by terminating the temporary occupancy agreement.

10 (11)(a) A landlord may not enter into a temporary occupancy agreement for the purpose of
 11 evading landlord responsibilities under this chapter or to diminish the rights of an applicant or
 12 tenant under this chapter.

13 (b) A tenant may not become a temporary occupant in the tenant's own dwelling unit.

14 (c) A tenancy may not consist solely of a temporary occupancy. Each tenancy must have at least
 15 one tenant.

16 **SECTION 8.** ORS 90.302 is amended to read:

17 90.302. (1) A landlord may not charge a fee at the beginning of the tenancy for an anticipated
 18 landlord expense and may not require the payment of any fee except as provided in this section.
 19 A fee must be described in a written rental agreement.

20 (2) A landlord may charge a tenant a fee for each occurrence of the following:

21 (a) A late rent payment, pursuant to ORS 90.260.

22 (b) A dishonored check, pursuant to ORS 30.701 (5). The amount of the fee may not exceed the
 23 amount described in ORS 30.701 (5) plus any amount that a bank has charged the landlord for pro-
 24 cessing the dishonored check.

25 (c) Removal or tampering with a properly functioning smoke alarm, smoke detector or carbon
 26 monoxide alarm, as provided in ORS 90.325 (2). The landlord may charge a fee of up to \$250 unless
 27 the State Fire Marshal assesses the tenant a civil penalty for the conduct under ORS 479.990 or
 28 under ORS 105.836 to 105.842 and 476.725.

29 (d) The violation of a written pet agreement or of a rule relating to pets in a facility, pursuant
 30 to ORS 90.530.

31 (e) The abandonment or relinquishment of a dwelling unit during a fixed term tenancy without
 32 cause. The fee may not exceed one and one-half times the monthly rent. A landlord may not assess
 33 a fee under this paragraph if the abandonment or relinquishment is pursuant to ORS 90.453 (2),
 34 90.472 or 90.475. If the landlord assesses a fee under this paragraph:

35 (A) The landlord may not recover unpaid rent for any period of the fixed term tenancy beyond
 36 the date that the landlord knew or reasonably should have known of the abandonment or
 37 relinquishment;

38 (B) The landlord may not recover damages related to the cost of renting the dwelling unit to a
 39 new tenant; and

40 (C) ORS 90.410 (3) does not apply to the abandonment or relinquishment.

41 (3)(a) A landlord may charge a tenant a fee under this subsection for a second noncompliance
 42 or for a subsequent noncompliance with written rules or policies that describe the prohibited con-
 43 duct and the fee for a second noncompliance, and for any third or subsequent noncompliance, that
 44 occurs within one year after a written warning notice described in subparagraph (A) of this para-
 45 graph. Except as provided in paragraph (b)(G) or (H) of this subsection, the fee may not exceed \$50

1 for the second noncompliance within one year after the warning notice for the same or a similar
 2 noncompliance or \$50 plus five percent of the rent payment for the current rental period for a third
 3 or subsequent noncompliance within one year after the warning notice for the same or a similar
 4 noncompliance. The landlord:

5 (A) Shall give a tenant a written warning notice that describes:

6 (i) A specific noncompliance before charging a fee for a second or subsequent noncompliance for
 7 the same or similar conduct; and

8 (ii) The amount of the fee for a second noncompliance, and for any subsequent noncompliance,
 9 that occurs within one year after the warning notice.

10 (B) Shall give a tenant a written notice describing the noncompliance when assessing a fee for
 11 a second or subsequent noncompliance that occurs within one year after the warning notice.

12 (C) Shall give a warning notice for a noncompliance or assess a fee for a second or subsequent
 13 noncompliance within 30 days after the act constituting noncompliance.

14 (D) May terminate a tenancy for a noncompliance consistent with this chapter instead of as-
 15 sessing a fee under this subsection, but may not assess a fee and terminate a tenancy for the same
 16 noncompliance.

17 (E) May not deduct a fee assessed pursuant to this subsection from a rent payment for the
 18 current or a subsequent rental period.

19 (b) A landlord may charge a tenant a fee for occurrences of noncompliance with written rules
 20 or policies as provided in paragraph (a) of this subsection for the following types of noncompliance:

21 (A) The late payment of a utility or service charge that the tenant owes the landlord as de-
 22 scribed in ORS 90.315.

23 (B) Failure to clean up pet waste from a part of the premises other than the dwelling unit.

24 (C) Failure to clean up the waste of a service animal or a companion animal from a part of the
 25 premises other than the dwelling unit.

26 (D) Failure to clean up garbage, rubbish and other waste from a part of the premises other than
 27 the dwelling unit.

28 (E) Parking violations.

29 (F) The improper use of vehicles within the premises.

30 (G) Smoking in a clearly designated nonsmoking unit or area of the premises. The fee for a
 31 second or any subsequent noncompliance under this subparagraph may not exceed \$250. A landlord
 32 may not assess this fee before 24 hours after the required warning notice to the tenant.

33 (H) Keeping on the premises an unauthorized pet capable of causing damage to persons or
 34 property, as described in ORS 90.405. The fee for a second or any subsequent noncompliance under
 35 this subparagraph may not exceed \$250. A landlord may not assess this fee before 48 hours after the
 36 required warning notice to the tenant.

37 (4) A landlord may not be required to account for or return to the tenant any fee.

38 (5) Except as provided in subsection (2)(e) of this section, a landlord may not charge a tenant
 39 any form of liquidated damages, however designated.

40 (6) Nonpayment of a fee is not grounds for termination of a rental agreement for nonpayment
 41 of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS
 42 90.392 or 90.630 (1) **or section 2 of this 2025 Act.**

43 (7) This section does not apply to:

44 (a) Attorney fees awarded pursuant to ORS 90.255;

45 (b) Applicant screening charges paid pursuant to ORS 90.295;

1 (c) Charges for improvements or other actions that are requested by the tenant and are not re-
2 quired of the landlord by the rental agreement or by law, including the cost to replace a key lost
3 by a tenant;

4 (d) Processing fees charged to the landlord by a credit card company and passed through to the
5 tenant for the use of a credit card by the tenant to make a payment when:

6 (A) The credit card company allows processing fees to be passed through to the credit card
7 holder; and

8 (B) The landlord allows the tenant to pay in cash or by check;

9 (e) A requirement by a landlord in a written rental agreement that a tenant obtain and maintain
10 renter's liability insurance pursuant to ORS 90.222; or

11 (f) Assessments, as defined in ORS 94.550 and 100.005, for a dwelling unit that is within a
12 homeowners association organized under ORS 94.625 or an association of unit owners organized
13 under ORS 100.405, respectively, if:

14 (A) The assessments are imposed by the association on a landlord who owns a dwelling unit
15 within the association and the landlord passes the assessments through to a tenant of the unit;

16 (B) The assessments are imposed by the association on any person for expenses related to
17 moving into or out of a unit located within the association;

18 (C) The landlord sets forth the assessment requirement in the written rental agreement at the
19 commencement of the tenancy; and

20 (D) The landlord gives a copy of the assessment the landlord receives from the association to
21 the tenant before or at the time the landlord charges the tenant.

22 (8) If a landlord charges a tenant a fee in violation of this section, the tenant may recover twice
23 the actual damages of the tenant or \$300, whichever is greater. This penalty does not apply to fees
24 described in subsection (2) of this section.

25 (9) The landlord may unilaterally amend a rental agreement for a facility subject to ORS 90.505
26 to 90.850 to impose fees authorized by subsection (3) of this section upon a 90-day written notice to
27 the tenant, except that a marina landlord may not impose a noncompliance fee for parking under
28 subsection (3)(b)(E) of this section.

29 **SECTION 9.** ORS 90.315 is amended to read:

30 90.315. (1) As used in this section:

31 (a) "Public service" means municipal services and the provision of public resources related to
32 the dwelling unit, including street maintenance, transportation improvements, public transit, public
33 safety and parks and open space.

34 (b)(A) "Public service charge" means a charge imposed on a landlord by a utility or service
35 provider, by a utility or service provider on behalf of a local government or directly by a local
36 government.

37 (B) "Public service charge" does not include real property taxes, income taxes, business license
38 fees or dwelling inspection fees.

39 (c) "Sewer service" includes storm water service and wastewater service.

40 (d) "Utility or service" includes but is not limited to electricity, natural or liquid propane gas,
41 oil, water, hot water, heat, air conditioning, cable television, direct satellite or other video sub-
42 scription services, Internet access or usage, sewer service, public services and garbage collection
43 and disposal.

44 (2) The landlord shall disclose to the tenant in writing at or before the commencement of the
45 tenancy any utility or service that the tenant pays directly to a utility or service provider that

1 benefits, directly, the landlord or other tenants. A tenant's payment for a given utility or service
 2 benefits the landlord or other tenants if the utility or service is delivered to any area other than
 3 the tenant's dwelling unit.

4 (3) If the landlord knowingly fails to disclose those matters required under subsection (2) of this
 5 section, the tenant may recover twice the actual damages sustained or one month's rent, whichever
 6 is greater.

7 (4)(a) [Except] For tenancies **not** covered by ORS 90.505 to 90.850, if a written rental agreement
 8 so provides, a landlord may require a tenant to pay to the landlord a utility or service charge or a
 9 public service charge that has been billed by a utility or service provider to the landlord for utility
 10 or service provided directly, or for a public service provided indirectly, to the tenant's dwelling unit
 11 or to a common area available to the tenant as part of the tenancy. A utility or service charge that
 12 shall be assessed to a tenant for a common area must be described in the written rental agreement
 13 separately and distinctly from such a charge for the tenant's dwelling unit.

14 (b)(A) If a rental agreement provides that a landlord may require a tenant to pay a utility or
 15 service charge, the landlord must bill the tenant in writing for the utility or service charge within
 16 30 days after receipt of the provider's bill. If the landlord includes in the bill to the tenant a state-
 17 ment of the rent due, the landlord must separately and distinctly state the amount of the rent and
 18 the amount of the utility or service charge.

19 (B) The landlord must provide to the tenant, in the written rental agreement or in a bill to the
 20 tenant, an explanation of:

21 (i) The manner in which the provider assesses a utility or service charge; and

22 (ii) The manner in which the charge is allocated among the tenants if the provider's bill to the
 23 landlord covers multiple tenants.

24 (C) The landlord must:

25 (i) Include in the bill to the tenant a copy of the provider's bill; or

26 (ii) If the provider's bill is not included, state that the tenant may inspect the provider's bill at
 27 a reasonable time and place and that the tenant may obtain a copy of the provider's bill by making
 28 a request to the landlord during the inspection and upon payment to the landlord for the reasonable
 29 cost of making copies.

30 (D) A landlord may require that a bill to the tenant for a utility or service charge is due upon
 31 delivery of the bill. A landlord shall treat the tenant's payment as timely for purposes of ORS 90.302
 32 (3)(b)(A) if the payment is made by a date that is specified in the bill and that is not less than 30
 33 days after delivery of the bill.

34 (E) If a written rental agreement so provides, the landlord may deliver a bill to the tenant as
 35 provided in ORS 90.155 or by electronic means.

36 (c) Except as provided in this paragraph, a utility or service charge may only include the cost
 37 of the utility or service as billed to the landlord by the provider. A landlord may add an additional
 38 amount to a utility or service charge billed to the tenant if:

39 (A) The utility or service charge to which the additional amount is added is for cable television,
 40 direct satellite or other video subscription services or for Internet access or usage;

41 (B) The additional amount is not more than 10 percent of the utility or service charge billed to
 42 the tenant;

43 (C) The total of the utility or service charge and the additional amount is less than the typical
 44 periodic cost the tenant would incur if the tenant contracted directly with the provider for the cable
 45 television, direct satellite or other video subscription services or for Internet access or usage;

1 (D) The written rental agreement providing for the utility or service charge describes the addi-
 2 tional amount separately and distinctly from the utility or service charge; and

3 (E) Any billing or notice from the landlord regarding the utility or service charge lists the ad-
 4 ditional amount separately and distinctly from the utility or service charge.

5 (d)(A) A landlord must provide 60 days' written notice to a tenant before the landlord may
 6 amend an existing rental agreement for a month-to-month tenancy to require a tenant to pay a
 7 public service charge that was adopted by a utility or service provider or a local government within
 8 the previous six months.

9 (B) A landlord may not hold a tenant liable for a public service charge billed to a previous
 10 tenant.

11 (C) A landlord may not require a tenant to agree to the amendment of an existing rental
 12 agreement, and may not terminate a tenant for refusing to agree to the amendment of a rental
 13 agreement, if the amendment would obligate the tenant to pay an additional amount for cable tele-
 14 vision, direct satellite or other video subscription services or for Internet access or usage as pro-
 15 vided under paragraph (c) of this subsection.

16 (e) A utility or service charge, including any additional amount added pursuant to paragraph (c)
 17 of this subsection, is not rent or a fee. Nonpayment of a utility or service charge is not grounds for
 18 termination of a rental agreement for nonpayment of rent under ORS 90.394 but is grounds for ter-
 19 mination of a rental agreement for cause under ORS 90.392 **or section 2 of this 2025 Act.**

20 (f) If a landlord fails to comply with paragraph (a), (b), (c) or (d) of this subsection, the tenant
 21 may recover from the landlord an amount equal to one month's periodic rent or twice the amount
 22 wrongfully charged to the tenant, whichever is greater.

23 (5)(a) If a tenant, under the rental agreement, is responsible for a utility or service and is unable
 24 to obtain the service prior to moving into the premises due to a nonpayment of an outstanding
 25 amount due by a previous tenant or the owner, the tenant may either:

26 (A) Pay the outstanding amount and deduct the amount from the rent;

27 (B) Enter into a mutual agreement with the landlord to resolve the lack of service; or

28 (C) Immediately terminate the rental agreement by giving the landlord actual notice and the
 29 reason for the termination.

30 (b) If the tenancy terminates, the landlord shall return all moneys paid by the tenant as deposits,
 31 rent or fees within four days after termination.

32 (6) If a tenant, under the rental agreement, is responsible for a utility or service and is unable
 33 to obtain the service after moving into the premises due to a nonpayment of an outstanding amount
 34 due by a previous tenant or the owner, the tenant may either:

35 (a) Pay the outstanding amount and deduct the amount from the rent; or

36 (b) Terminate the rental agreement by giving the landlord actual notice 72 hours prior to the
 37 date of termination and the reason for the termination. The tenancy does not terminate if the land-
 38 lord restores service or the availability of service during the 72 hours. If the tenancy terminates,
 39 the tenant may recover actual damages from the landlord resulting from the shutoff and the landlord
 40 shall return:

41 (A) Within four days after termination, all rent and fees; and

42 (B) All of the security deposit owed to the tenant under ORS 90.300.

43 (7) If a landlord, under the rental agreement, is responsible for a utility or service and the utility
 44 or service is shut off due to a nonpayment of an outstanding amount, the tenant may either:

45 (a) Pay the outstanding balance and deduct the amount from the rent; or

1 (b) Terminate the rental agreement by giving the landlord actual notice 72 hours prior to the
 2 date of termination and the reason for the termination. The tenancy does not terminate if the land-
 3 lord restores service during the 72 hours. If the tenancy terminates, the tenant may recover actual
 4 damages from the landlord resulting from the shutoff and the landlord shall return:

5 (A) Within four days after termination, all rent prepaid for the month in which the termination
 6 occurs prorated from the date of termination or the date the tenant vacates the premises, whichever
 7 is later, and any other prepaid rent; and

8 (B) All of the security deposit owed to the tenant under ORS 90.300.

9 (8) If a landlord fails to return to the tenant the moneys owed as provided in subsection (5), (6)
 10 or (7) of this section, the tenant shall be entitled to twice the amount wrongfully withheld.

11 (9) This section does not preclude the tenant from pursuing any other remedies under this
 12 chapter.

13 **SECTION 10.** ORS 90.322 is amended to read:

14 90.322. (1) A landlord or, to the extent provided in this section, a landlord’s agent may enter into
 15 the tenant’s dwelling unit or any portion of the premises under the tenant’s exclusive control in
 16 order to inspect the premises, make necessary or agreed repairs, decorations, alterations or im-
 17 provements, supply necessary or agreed services, perform agreed yard maintenance or grounds
 18 keeping or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants,
 19 workers or contractors. The right of access of the landlord or landlord’s agent is limited as follows:

20 (a) A landlord or landlord’s agent may enter upon the premises under the tenant’s exclusive
 21 control not including the dwelling unit without consent of the tenant and without notice to the
 22 tenant, for the purpose of serving notices required or permitted under this chapter, the rental
 23 agreement or any provision of applicable law.

24 (b) In case of an emergency, a landlord may enter the dwelling unit or any portion of the
 25 premises under a tenant’s exclusive control without consent of the tenant, without notice to the
 26 tenant and at any time. “Emergency” includes but is not limited to a repair problem that, unless
 27 remedied immediately, is likely to cause serious damage to the premises. If a landlord makes an
 28 emergency entry in the tenant’s absence, the landlord shall give the tenant actual notice within 24
 29 hours after the entry, and the notice shall include the fact of the entry, the date and time of the
 30 entry, the nature of the emergency and the names of the persons who entered.

31 (c) If the tenant requests repairs or maintenance in writing, the landlord or landlord’s agent,
 32 without further notice, may enter upon demand, in the tenant’s absence or without the tenant’s
 33 consent, for the purpose of making the requested repairs until the repairs are completed. The
 34 tenant’s written request may specify allowable times. Otherwise, the entry must be at a reasonable
 35 time. The authorization to enter provided by the tenant’s written request expires after seven days,
 36 unless the repairs are in progress and the landlord or landlord’s agent is making a reasonable effort
 37 to complete the repairs in a timely manner. If the person entering to do the repairs is not the
 38 landlord, upon request of the tenant, the person must show the tenant written evidence from the
 39 landlord authorizing that person to act for the landlord in making the repairs.

40 (d) A landlord and tenant may agree that the landlord or the landlord’s agent may enter the
 41 dwelling unit and the premises without notice at reasonable times for the purpose of showing the
 42 premises to a prospective buyer, provided that the agreement:

43 (A) Is executed at a time when the landlord is actively engaged in attempts to sell the premises;

44 (B) Is reflected in a writing separate from the rental agreement and signed by both parties; and

45 (C) Is supported by separate consideration recited in the agreement.

1 (e)(A) If a written agreement requires the landlord to perform yard maintenance or grounds
 2 keeping for the premises:

3 (i) A landlord and tenant may agree that the landlord or landlord’s agent may enter for that
 4 purpose upon the premises under the tenant’s exclusive control not including the dwelling unit,
 5 without notice to the tenant, at reasonable times and with reasonable frequency. The terms of the
 6 right of entry must be described in the rental agreement or in a separate written agreement.

7 (ii) A tenant may deny consent for a landlord or landlord’s agent to enter upon the premises
 8 pursuant to this paragraph if the entry is at an unreasonable time or with unreasonable frequency.
 9 The tenant must assert the denial by giving actual notice of the denial to the landlord or landlord’s
 10 agent prior to, or at the time of, the attempted entry.

11 (B) As used in this paragraph:

12 (i) “Yard maintenance or grounds keeping” includes, but is not limited to, weeding, mowing
 13 grass and pruning trees and shrubs.

14 (ii) “Unreasonable time” refers to a time of day, day of the week or particular time that conflicts
 15 with the tenant’s reasonable and specific plans to use the premises.

16 (f) In all other cases, unless there is an agreement between the landlord and the tenant to the
 17 contrary regarding a specific entry, the landlord shall give the tenant at least 24 hours’ actual no-
 18 tice of the intent of the landlord to enter and the landlord or landlord’s agent may enter only at
 19 reasonable times. The landlord or landlord’s agent may not enter if the tenant, after receiving the
 20 landlord’s notice, denies consent to enter. The tenant must assert this denial of consent by giving
 21 actual notice of the denial to the landlord or the landlord’s agent or by attaching a written notice
 22 of the denial in a secure manner to the main entrance to that portion of the premises or dwelling
 23 unit of which the tenant has exclusive control, prior to or at the time of the attempt by the landlord
 24 or landlord’s agent to enter.

25 (2) A landlord may not abuse the right of access or use it to harass the tenant. A tenant may
 26 not unreasonably withhold consent from the landlord to enter.

27 (3) This section does not apply to tenancies consisting of a rental of space in a facility for a
 28 manufactured dwelling or floating home under ORS 90.505 to 90.850.

29 (4) If a tenancy consists of rented space for a manufactured dwelling or floating home that is
 30 owned by the tenant, but the tenancy is not subject to ORS 90.505 to 90.850 because the space is
 31 not in a facility, this section shall allow access only to the rented space and not to the dwelling or
 32 home.

33 (5) A landlord has no other right of access except:

34 (a) Pursuant to court order;

35 (b) As permitted by ORS 90.410 (2); or

36 (c) When the tenant has abandoned or relinquished the premises.

37 (6) If a landlord is required by a governmental agency to enter a dwelling unit or any portion
 38 of the premises under a tenant’s exclusive control, but the landlord fails to gain entry after a good
 39 faith effort in compliance with this section, the landlord may not be found in violation of any state
 40 statute or local ordinance due to the failure.

41 (7) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to
 42 compel access or may terminate the rental agreement under ORS 90.392 **or section 2 of this 2025**
 43 **Act** and take possession as provided in ORS 105.100 to 105.168. In addition, the landlord may re-
 44 cover actual damages.

45 (8) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or

1 makes repeated demands for entry otherwise lawful but that have the effect of unreasonably har-
 2 assing the tenant, the tenant may obtain injunctive relief to prevent the reoccurrence of the conduct
 3 or may terminate the rental agreement pursuant to ORS 90.360 (1). In addition, the tenant may re-
 4 cover actual damages not less than an amount equal to one week's rent in the case of a week-to-
 5 week tenancy or one month's rent in all other cases.

6 **SECTION 11.** ORS 90.355 is amended to read:

7 90.355. (1) As used in this section:

8 (a) "Extreme heat event" means a day on which the Housing and Community Services Depart-
 9 ment determines that a heat event has occurred based on a predicted or indicated excessive heat
 10 warning or heat advisory by the National Weather Service of the National Oceanic and Atmospheric
 11 Administration.

12 (b) "Forecast zone" means a region for which the National Weather Service of the National
 13 Oceanic and Atmospheric Administration issues forecasts and some watches and warnings based on
 14 differences in weather.

15 (c) "Portable cooling device" includes air conditioners and evaporative coolers, including de-
 16 vices mounted in a window or that are designed to sit on the floor but not including devices whose
 17 installation or use requires alteration to the dwelling unit.

18 (2) A landlord may not prohibit or restrict a tenant from installing or using a portable cooling
 19 device of the tenant's choosing, unless:

20 (a) The installation or use of the device would:

21 (A) Violate building codes or state or federal law;

22 (B) Violate the device manufacture's written safety guidelines for the device;

23 (C) Damage the premises or render the premises uninhabitable; or

24 (D) Require amperage to power the device that cannot be accommodated by the power service
 25 to the building, dwelling unit or circuit;

26 (b) If the device would be installed in a window:

27 (A) The window is a necessary egress from the dwelling unit;

28 (B) The device would interfere with the tenant's ability to lock a window that is accessible from
 29 outside;

30 (C) The device requires the use of brackets or other hardware that would damage or void the
 31 warranty of the window or frame, puncture the envelope of the building or otherwise cause signif-
 32 icant damages;

33 (D) The restrictions require that the device be adequately drained to prevent damage to the
 34 dwelling unit or building; or

35 (E) The restrictions require that the device be installed in a manner that prevents risk of falling;
 36 or

37 (c) The restrictions require that the device be:

38 (A) Installed or removed by the landlord or landlord's agent;

39 (B) Subject to inspection or servicing by the landlord or landlord's agent; or

40 (C) Removed from October 1 through April 30.

41 (3) A landlord may not enforce a restriction on portable cooling devices against a tenant allowed
 42 under subsection (2) of this section unless the restrictions are in writing and delivered to the tenant.
 43 The written restrictions must include whether the landlord intends to operate, whenever there is
 44 an extreme heat event for the forecast zone of the premises, one or more community cooling spaces
 45 available to the tenant that are located on or near the premises and that maintain a temperature

1 of not higher than 80 degrees Fahrenheit.

2 (4) A landlord is immune from liability for any claim for damages, injury or death caused by a
3 portable cooling device installed by the tenant.

4 (5) A landlord who must limit portable cooling devices for a building under subsection (2)(a)(D)
5 of this section shall prioritize allowing the use of devices for individuals who require a device to
6 accommodate a disability. A landlord is not responsible for any interruption in electrical service
7 that is not caused by the landlord, including interruptions caused by an electrical supply's inability
8 to accommodate use of a portable cooling device.

9 (6) If a landlord issues a termination notice under ORS 90.392 or 90.630 **or section 2 of this**
10 **2025 Act** based on a violation of a restriction regulating a portable cooling device allowed under
11 subsection (2) of this section:

12 (a) On each day that there is an extreme heat event for the forecast zone of the premises, the
13 notice period described in ORS 90.392 (3), (4), (5) or (6) or 90.630 (1), (3) or (6) **or section 2 of this**
14 **2025 Act** does not run.

15 (b) The termination notice must state:

16 (A) The deadline of a cure period designated in the notice, if any;

17 (B) That the date of termination specified in the notice will be extended by one day for each
18 day that there is an extreme heat event for the forecast zone of the premises; and

19 (C) That information regarding days with an extreme heat event for the forecast zone can be
20 found on the website for the Housing and Community Services Department.

21 **SECTION 12.** ORS 90.367 is amended to read:

22 90.367. (1) A tenant who receives actual notice that the property that is the subject of the
23 tenant's rental agreement with a landlord is in foreclosure may apply the tenant's security deposit
24 or prepaid rent to the tenant's obligation to the landlord. The tenant must notify the landlord in
25 writing that the tenant intends to do so. The giving of the notice provided by this subsection by the
26 tenant does not constitute a termination of the tenancy.

27 (2) A landlord may not terminate the tenancy of a tenant:

28 (a) Because the tenant has applied the security deposit or prepaid rent as allowed under sub-
29 section (1) of this section.

30 (b) For nonpayment of rent during the month in which the tenant applies the security deposit
31 or prepaid rent pursuant to subsection (1) of this section unless an unpaid balance remains due after
32 applying all payments, including the security deposit or prepaid rent, to the rent.

33 (3) If the tenant has not provided the written notice applying the security deposit or prepaid
34 rent as required under subsection (1) of this section before the landlord gives a termination notice
35 for nonpayment of rent, the tenant must provide the written notice within the notice period provided
36 by ORS 90.392 or 90.394 **or section 2 of this 2025 Act**. If the tenant does not provide the written
37 notice, the landlord may terminate the tenancy based upon ORS 90.392 or 90.394 **or section 2 of**
38 **this 2025 Act**.

39 (4) Application of the security deposit or prepaid rent pursuant to subsection (1) of this section
40 to an obligation owed to the landlord does not constitute a partial payment under ORS 90.417.

41 (5) If the landlord provides written evidence from a lender or trustee that the property is no
42 longer in foreclosure, the landlord may require the tenant to restore the security deposit or prepaid
43 rent to the amount required prior to the tenant's application of the security deposit or prepaid rent.
44 The landlord shall allow the tenant at least two months to restore the security deposit or prepaid
45 rent.

1 (6)(a) A tenant with a fixed term tenancy who receives actual notice that the property that is
 2 the subject of the tenant's rental agreement with a landlord is in foreclosure may terminate the
 3 tenancy by delivering a written notice to the landlord specifying that the tenant has received notice
 4 that the property is in foreclosure and that the tenancy will terminate upon a designated date that
 5 is not less than 60 days after delivery of the notice unless within 30 days the landlord provides the
 6 tenant with written evidence from a lender or trustee that the property is no longer in foreclosure
 7 or with written evidence that a receiver has been appointed by a court of competent jurisdiction to
 8 oversee the operation of the property.

9 (b) If the landlord does not provide the tenant with written evidence as described in paragraph
 10 (a) of this subsection within the 30-day period after delivery of the notice of termination, the tenancy
 11 terminates as provided in the notice.

12 **SECTION 13.** ORS 90.392 is amended to read:

13 90.392. (1) Except as provided in this chapter, after delivery of written notice a landlord may
 14 terminate the rental agreement for cause and take possession as provided in ORS 105.100 to 105.168,
 15 unless the tenant cures the violation as provided in this section.

16 (2) Causes for termination under this section are:

17 (a) Material violation by the tenant of the rental agreement. For purposes of this paragraph,
 18 material violation of the rental agreement includes, but is not limited to, the nonpayment of a late
 19 charge under ORS 90.260 or a utility or service charge under ORS 90.315.

20 (b) Material violation by the tenant of ORS 90.325.

21 (c) Failure by the tenant to pay rent.

22 (3) The notice must:

23 (a) Specify the acts and omissions constituting the violation;

24 (b) Except as provided in subsection (5)(a) of this section, state that the rental agreement will
 25 terminate upon a designated date not less than 30 days after delivery of the notice; and

26 (c) If the tenant can cure the violation as provided in subsection (4) of this section, state that
 27 the violation can be cured, describe at least one possible remedy to cure the violation and designate
 28 the date by which the tenant must cure the violation.

29 (4)(a) If the violation described in the notice can be cured by the tenant by a change in conduct,
 30 repairs, payment of money or otherwise, the rental agreement does not terminate if the tenant cures
 31 the violation by the designated date. The designated date must be:

32 (A) At least 14 days after delivery of the notice; or

33 (B) If the violation is conduct that was a separate and distinct act or omission and is not on-
 34 going, no earlier than the date of delivery of the notice as provided in ORS 90.155. For purposes of
 35 this paragraph, conduct is ongoing if the conduct is constant or persistent or has been sufficiently
 36 repetitive over time that a reasonable person would consider the conduct to be ongoing.

37 (b) If the tenant does not cure the violation, the rental agreement terminates as provided in the
 38 notice.

39 (5)(a) If the cause of a written notice delivered under subsection (1) of this section is substan-
 40 tially the same act or omission that constituted a prior violation for which notice was given under
 41 this section within the previous six months, the designated termination date stated in the notice
 42 must be not less than 10 days after delivery of the notice and no earlier than the designated ter-
 43 mination date stated in the previously given notice. The tenant does not have a right to cure this
 44 subsequent violation.

45 (b) A landlord may not terminate a rental agreement under this subsection if the only violation

1 is a failure to pay the current month's rent.

2 (6) When a tenancy is a week-to-week tenancy, the notice period in:

3 (a) Subsection (3)(b) of this section changes from 30 days to seven days;

4 (b) Subsection (4)(a)(A) of this section changes from 14 days to four days; and

5 (c) Subsection (5)(a) of this section changes from 10 days to four days.

6 (7) The termination of a tenancy for a manufactured dwelling or floating home space in a facility
7 under ORS 90.505 to 90.850 is governed by ORS 90.630 **and section 2 of this 2025 Act** and not by
8 this section.

9 **SECTION 14.** ORS 90.395 is amended to read:

10 90.395. (1) As used in this section:

11 (a) "Nonpayment" means the nonpayment of a payment that is due to a landlord, including a
12 payment of rent, late charges, utility or service charges or any other charge or fee as described in
13 the rental agreement or ORS 90.140, 90.302, 90.315, 90.392, 90.394, 90.560 to 90.584 or 90.630 **or**
14 **section 2 of this 2025 Act.**

15 (b) "Nonpayment" does not include payments owed by a tenant for damages to the premises.

16 (2) A landlord shall deliver a copy of the notice posted on the website of the Judicial Depart-
17 ment under ORS 105.136 along with:

18 (a) Any notice of termination for nonpayment; and

19 (b) Any summons for a complaint seeking possession based on nonpayment given by the landlord
20 or service processor, including a summons delivered under ORS 105.135 (3)(b).

21 (3) A court shall enter a judgment dismissing a complaint for possession that is based on a ter-
22 mination notice for nonpayment if the court determines that:

23 (a) The landlord failed to deliver the notice as required under subsection (2) of this section;

24 (b) The landlord caused the tenant to not tender rent, including as a result of the landlord's
25 failure to reasonably participate with a rental assistance program; or

26 (c) The tenant has tendered or caused to be tendered rental assistance or any other payment
27 covering the nonpayment amount owed under the termination notice for nonpayment.

28 (4) Notwithstanding ORS 105.137 (4), if a claim for possession is dismissed under subsection (3)(c)
29 of this section and the payment was tendered after the action was commenced, the tenant is not
30 entitled to prevailing party fees, costs or attorney fees.

31 (5) Notwithstanding ORS 90.302, a landlord may charge a tenant for filing fees paid under ORS
32 105.130, if the complaint for possession is dismissed under subsection (3)(c) of this section. Payment
33 of the fees is not a prerequisite for dismissal under subsection (3)(c) of this section.

34 **SECTION 15.** ORS 90.396 is amended to read:

35 90.396. (1) Except as provided in subsection (2) of this section, after at least 24 hours' written
36 notice specifying the acts and omissions constituting the cause and specifying the date and time of
37 the termination, the landlord may terminate the rental agreement and take possession as provided
38 in ORS 105.100 to 105.168, if:

39 (a) The tenant, someone in the tenant's control or the tenant's pet seriously threatens to inflict
40 substantial personal injury, or inflicts any substantial personal injury, upon a person on the prem-
41 ises other than the tenant;

42 (b) The tenant or someone in the tenant's control recklessly endangers a person on the premises
43 other than the tenant by creating a serious risk of substantial personal injury;

44 (c) The tenant, someone in the tenant's control or the tenant's pet inflicts any substantial per-
45 sonal injury upon a neighbor living in the immediate vicinity of the premises;

1 (d) The tenant or someone in the tenant’s control intentionally inflicts any substantial damage
 2 to the premises or the tenant’s pet inflicts substantial damage to the premises on more than one
 3 occasion;

4 (e)(A) The tenant intentionally provided substantial false information on the application for the
 5 tenancy within the past year;

6 (B) The false information was with regard to a criminal conviction of the tenant that would have
 7 been material to the landlord’s acceptance of the application; and

8 (C) The landlord terminates the rental agreement within 30 days after discovering the falsity
 9 of the information; or

10 (f) The tenant, someone in the tenant’s control or the tenant’s pet commits any act that is out-
 11 rageous in the extreme, on the premises or in the immediate vicinity of the premises. For purposes
 12 of this paragraph, an act is outrageous in the extreme if the act is not described in paragraphs (a)
 13 to (e) of this subsection, but is similar in degree and is one that a reasonable person in that com-
 14 munity would consider to be so offensive as to warrant termination of the tenancy within 24 hours,
 15 considering the seriousness of the act or the risk to others. An act that is outrageous in the extreme
 16 is more extreme or serious than an act that warrants a 30-day termination under ORS 90.392, **90.630**
 17 **or section 2 of this 2025 Act**. Acts that are “outrageous in the extreme” include, but are not lim-
 18 ited to, the following acts by a person:

19 (A) Prostitution, commercial sexual solicitation or promoting prostitution, as described in ORS
 20 167.007, 167.008 and 167.012;

21 (B) Unlawful manufacture, delivery or possession of a controlled substance, as defined in ORS
 22 475.005;

23 (C) Manufacture of a cannabinoid extract, as defined in ORS 475C.009, unless the person manu-
 24 facturing the cannabinoid extract holds a license issued under ORS 475C.085 or is registered under
 25 ORS 475C.815;

26 (D) A bias crime, as described in ORS 166.155 and 166.165; or

27 (E) Burglary as described in ORS 164.215 and 164.225.

28 (2) If the cause for a termination notice given pursuant to subsection (1) of this section is based
 29 upon the acts of the tenant’s pet, the tenant may cure the cause and avoid termination of the
 30 tenancy by removing the pet from the premises prior to the end of the notice period. The notice
 31 must describe the right of the tenant to cure the cause. If the tenant returns the pet to the premises
 32 at any time after having cured the violation, the landlord, after at least 24 hours’ written notice
 33 specifying the subsequent presence of the offending pet, may terminate the rental agreement and
 34 take possession as provided in ORS 105.100 to 105.168. The tenant does not have a right to cure this
 35 subsequent violation.

36 (3) For purposes of subsection (1) of this section, someone is in the tenant’s control if that per-
 37 son enters or remains on the premises with the tenant’s permission or consent after the tenant
 38 reasonably knows or should know of that person’s act or likelihood to commit any act of the type
 39 described in subsection (1) of this section.

40 (4) An act can be proven to be outrageous in the extreme even if the act is one that does not
 41 violate a criminal statute. Notwithstanding the references to criminal statutes in subsection (1)(f)
 42 of this section, the landlord’s burden of proof in an action for possession under subsection (1) of this
 43 section is the civil standard of proof by a preponderance of the evidence.

44 (5) If a good faith effort by a landlord to terminate the tenancy under subsection (1)(f) of this
 45 section and to recover possession of the rental unit under ORS 105.100 to 105.168 fails by decision

1 of the court, the landlord may not be found in violation of any state statute or local ordinance re-
 2 quiring the landlord to remove that tenant upon threat of fine, abatement or forfeiture as long as
 3 the landlord continues to make a good faith effort to terminate the tenancy.

4 **SECTION 16.** ORS 90.401 is amended to read:

5 90.401. Except as provided in this chapter:

6 (1) A landlord may pursue any one or more of the remedies set forth in ORS 90.392, 90.394,
 7 90.396, 90.398, 90.403, [and] 90.405 **and 90.630 and section 2 of this 2025 Act**, simultaneously or
 8 sequentially.

9 (2) In addition to the remedies provided in ORS 90.392, 90.394, 90.396, [and] 90.398 **and 90.630**
 10 **and section 2 of this 2025 Act**, a landlord may recover damages and obtain injunctive relief for
 11 any noncompliance by the tenant with the rental agreement or ORS 90.325 or 90.740.

12 **SECTION 17.** ORS 90.412 is amended to read:

13 90.412. (1) As used in this section and ORS 90.414 and 90.417, “rent” does not include funds paid
 14 to a landlord:

15 (a) Under the United States Housing Act of 1937 (42 U.S.C. 1437f).

16 (b) By any other local, state or federal housing assistance program.

17 (2) Except as otherwise provided in this section, a landlord waives the right to terminate a
 18 rental agreement for a particular violation of the rental agreement or of law if the landlord:

19 (a) During three or more separate rental periods, accepts rent with knowledge of the violation
 20 by the tenant; or

21 (b) Accepts performance by a tenant that varies from the terms of the rental agreement.

22 (3) A landlord has not accepted rent for purposes of subsection (2) of this section if:

23 (a) Within 10 days after receipt of the rent payment, the landlord refunds the rent; or

24 (b) The rent payment is made in the form of a check that is dishonored.

25 (4) A landlord does not waive the right to terminate a rental agreement for a violation under
 26 any of the following circumstances:

27 (a) The landlord and tenant agree otherwise after the violation has occurred.

28 (b) The violation concerns the tenant’s conduct and, following the violation but prior to ac-
 29 ceptance of rent for three rental periods or performance as described in subsection (2) of this sec-
 30 tion, the landlord gives a written warning notice to the tenant regarding the violation that:

31 (A) Describes specifically the conduct that constitutes the violation, either as a separate and
 32 distinct violation, a series or group of violations or a continuous or ongoing violation;

33 (B) States that the tenant is required to discontinue the conduct or correct the violation; and

34 (C) States that a reoccurrence of the conduct that constitutes a violation may result in a ter-
 35 mination of the tenancy pursuant to ORS 90.392, 90.398, 90.405 or 90.630 **or section 2 of this 2025**
 36 **Act.**

37 (c) The violation concerns the tenant’s failure to pay money owed to the landlord for damage
 38 to the premises, damage to any other structure located upon the grounds, utility charges, fees or
 39 deposits and, following the violation but prior to the acceptance of rent for three rental periods or
 40 performance as described in subsection (2) of this section, the landlord gives a written warning no-
 41 tice to the tenant regarding the violation that:

42 (A) Describes specifically the basis of the claim and the amount of money owed that constitutes
 43 the violation;

44 (B) States that the tenant is required to correct the violation by paying the money owed; and

45 (C) States that continued nonpayment of the money owed that constitutes a violation may result

1 in a termination of the tenancy pursuant to ORS 90.392 **or 90.630 or section 2 of this 2025 Act.**

2 (d) The tenancy consists of rented space for a manufactured dwelling or floating home as de-
3 scribed in ORS 90.505, and the violation concerns:

4 (A) Disrepair or deterioration of the manufactured dwelling or floating home pursuant to ORS
5 90.632; or

6 (B) A failure to maintain the rented space, as provided by ORS 90.740 (2), (4)(b) and (4)(h) and
7 (i).

8 (e) The termination is under ORS 90.396.

9 (f) The landlord accepts:

10 (A) A last month's rent deposit collected at the beginning of the tenancy, regardless of whether
11 the deposit covers a period beyond a termination date;

12 (B) Rent distributed pursuant to a court order releasing money paid into court as provided by
13 ORS 90.370 (1); or

14 (C) Rent paid for a rent obligation not yet due and paid more than one rental period in advance.

15 (5)(a) For a continuous or ongoing violation, the landlord's written warning notice under sub-
16 section (4)(b) of this section remains effective for 12 months and may be renewed with a new warn-
17 ing notice before the end of the 12 months.

18 (b) For a violation concerning the tenant's failure to pay money owed to the landlord, the
19 landlord's written warning notice under subsection (4)(c) of this section remains effective for 12
20 months from the date of the tenant's failure to pay the money owed.

21 (6) A landlord that must refund rent under this section or ORS 90.414 shall make the refund:

22 (a) To the tenant by personal delivery or first class mail in any form of check or money or
23 electronically as provided in ORS 90.300 (13); or

24 (b) To any other payer by personal delivery or first class mail in any form of check or money.

25 **SECTION 18.** ORS 90.414 is amended to read:

26 90.414. (1) If a notice of termination has been given by the landlord or the tenant, the following
27 do not waive the right of the landlord to terminate on the notice and do not reinstate the tenancy:

28 (a) Except when the notice is a nonpayment of rent termination notice under ORS 90.394, the
29 acceptance of rent if:

30 (A) The rent is prorated to the termination date specified in the notice; or

31 (B) The landlord refunds at least the unused balance of the rent prorated for the period beyond
32 the termination date within 10 days after receiving the rent payment.

33 (b) Except if the termination is for cause under ORS 90.392, 90.398, 90.405, 90.630 or 90.632 **or**
34 **section 2 of this 2025 Act**, the acceptance of rent for a rental period that extends beyond the ter-
35 mination date in the notice, if the landlord refunds at least the unused balance of the rent for the
36 period beyond the termination date within 10 days after the end of the remedy or correction period
37 described in the applicable notice.

38 (c) If the termination is for cause under ORS 90.392, 90.398, 90.405, 90.630 or 90.632 **or section**
39 **2 of this 2025 Act** and proceedings have commenced under ORS 105.100 to 105.168 to recover pos-
40 session of the premises based on the termination:

41 (A) The acceptance of rent for a period beyond the expiration of the notice of termination during
42 which the tenant remains in possession if:

43 (i) The landlord notifies the tenant in writing in, or after the service of, the notice of termi-
44 nation for cause that the acceptance of rent while an action for possession is pending will not waive
45 the right to terminate under the notice; and

1 (ii) The rent does not cover a period that extends beyond the date the rent payment is accepted.

2 (B) Service of a nonpayment of rent termination notice under ORS 90.394.

3 (2) The following do not waive the right of the landlord to terminate on a notice of termination
4 given by the landlord or the tenant and do not reinstate a tenancy:

5 (a) The acceptance of a last month's rent deposit collected at the beginning of the tenancy,
6 whether or not the deposit covers a period beyond a termination date.

7 (b) The acceptance of rent distributed under a court order releasing money that was paid into
8 the court as provided under ORS 90.370 (1).

9 (c) The acceptance of rent paid for a rent obligation not yet due and paid more than one rental
10 period in advance.

11 **SECTION 19.** ORS 90.427 is amended to read:

12 90.427. (1) As used in this section:

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

15 (b) "Immediate family" means:

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

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

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

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

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

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

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

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

32 (c) [*Except as provided in subsection (8) of this section,*] At any time after the first year of oc-
33 cupancy, the landlord may terminate the tenancy only:

34 (A) For a tenant cause and with notice in writing as specified in ORS 86.782 (6)(c)[, 90.380 (5),
35 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445] **or this chapter**; or

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

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

39 (a) The landlord may terminate the tenancy during the fixed term only for cause and with notice
40 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]
41 **or this chapter**.

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

1 (c) [Except as provided by subsection (8) of this section,] If the specified ending date for the fixed
 2 term falls after the first year of occupancy, the fixed term tenancy becomes a month-to-month
 3 tenancy upon the expiration of the fixed term, unless:

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

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

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

10 (5) The landlord may terminate a month-to-month tenancy under subsection (3)(c)(B) of this sec-
 11 tion at any time, or may terminate a fixed term tenancy upon the expiration of the fixed term under
 12 subsection (4)(c) of this section, by giving the tenant notice in writing not less than 90 days prior
 13 to the date designated in the notice for the termination of the month-to-month tenancy or the spec-
 14 ified ending date for the fixed term, whichever is later, if:

15 (a) The landlord intends to demolish the dwelling unit or convert the dwelling unit to a use
 16 other than residential use within a reasonable time;

17 (b) The landlord intends to undertake repairs or renovations to the dwelling unit within a rea-
 18 sonable time and:

19 (A) The premises is unsafe or unfit for occupancy; or

20 (B) The dwelling unit will be unsafe or unfit for occupancy during the repairs or renovations;

21 (c) The landlord intends for the landlord or a member of the landlord's immediate family to oc-
 22 cupy the dwelling unit as a primary residence and the landlord does not own a comparable unit in
 23 the same building that is available for occupancy at the same time that the tenant receives notice
 24 to terminate the tenancy; or

25 (d) The landlord has:

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

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

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

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

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

35 (C) At the time the landlord delivers the tenant the notice to terminate the tenancy, pay the
 36 tenant an amount equal to one month's periodic rent.

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

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

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

- 1 (b) Each written warning notice:
- 2 (A) Specifies the violation;
- 3 (B) States that the landlord may choose to terminate the tenancy at the end of the fixed term
- 4 if there are three violations within a 12-month period preceding the end of the fixed term; and
- 5 (C) States that correcting the third or subsequent violation is not a defense to termination under
- 6 this subsection; and
- 7 (c) The 90-day notice of termination:
- 8 (A) States that the rental agreement will terminate upon the specified ending date for the fixed
- 9 term or upon a designated date not less than 90 days after delivery of the notice, whichever is later;
- 10 (B) Specifies the reason for the termination and supporting facts; and
- 11 (C) Is delivered to the tenant concurrent with or after the third or subsequent written warning
- 12 notice.
- 13 (8) If the tenancy is for occupancy in a dwelling unit that is located in the same building or on
- 14 the same property as the landlord's primary residence, and the building or the property contains not
- 15 more than two dwelling units, the landlord may terminate the tenancy at any time after the first
- 16 year of occupancy:
- 17 (a) For a month-to-month tenancy:
- 18 (A) For cause and with notice as described in ORS 86.782 (6)(c)[, *90.380 (5), 90.392, 90.394, 90.396,*
- 19 *90.398, 90.405, 90.440 or 90.445*] **or this chapter**;
- 20 (B) Without cause by giving the tenant notice in writing not less than 60 days prior to the date
- 21 designated in the notice for the termination of the tenancy; or
- 22 (C) Without cause by giving the tenant notice in writing not less than 30 days prior to the date
- 23 designated in the notice for the termination of the tenancy if:
- 24 (i) The dwelling unit is purchased separately from any other dwelling unit;
- 25 (ii) The landlord has accepted an offer to purchase the dwelling unit from a person who intends
- 26 in good faith to occupy the dwelling unit as the person's primary residence; and
- 27 (iii) The landlord has provided the notice, and written evidence of the offer to purchase the
- 28 dwelling unit, to the tenant not more than 120 days after accepting the offer to purchase.
- 29 (b) For a fixed term tenancy:
- 30 (A) During the term of the tenancy, only for cause and with notice as described in ORS 86.782
- 31 (6)(c)[, *90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445*] **or this chapter**; or
- 32 (B) At any time during the fixed term, without cause by giving the tenant notice in writing not
- 33 less than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date
- 34 designated in the notice for the termination of the tenancy, whichever is later.
- 35 (9)(a) If a landlord terminates a tenancy in violation of subsection (3)(c)(B), (4)(c), (5), (6) or (7)
- 36 of this section:
- 37 (A) The landlord shall be liable to the tenant in an amount equal to three months' rent in ad-
- 38 dition to actual damages sustained by the tenant as a result of the tenancy termination; and
- 39 (B) The tenant has a defense to an action for possession by the landlord.
- 40 (b) A tenant is entitled to recovery under paragraph (a) of this subsection if the tenant com-
- 41 mences an action asserting the claim within one year after the tenant knew or should have known
- 42 that the landlord terminated the tenancy in violation of this section.
- 43 (10) The tenancy shall terminate on the date designated and without regard to the expiration
- 44 of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed,
- 45 rent is uniformly apportionable from day to day.

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

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

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

15 (A) The notice is given without stated cause;

16 (B) The recipient of the notice does not have a right to cure the reason for the termination; and

17 (C) The person giving the notice need not prove the reason for the termination in a court action.

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

20 **SECTION 20.** ORS 90.429 is amended to read:

21 90.429. (1) If a tenancy consists of rented space for a manufactured dwelling or floating home
 22 that is owned by the tenant, but the tenancy is not subject to ORS 90.505 to 90.850 because the
 23 space is not in a facility, the landlord may terminate a month-to-month tenancy without a cause
 24 [*specified in ORS 90.392, 90.394 or 90.396 only*] by delivering a written notice of termination to the
 25 tenant not less than 180 days before the termination date designated in that notice.

26 (2)(a) A notice given to terminate a tenancy under subsection (1) of this section need not state
 27 a reason for the termination.

28 (b) Notwithstanding paragraph (a) of this subsection, a landlord may include in a notice of ter-
 29 mination given under subsection (1) of this section an explanation of the reason for the termination
 30 without having to prove the reason. An explanation does not give the tenant a right to cure the
 31 reason if the notice states that:

32 (A) The notice is given without stated cause;

33 (B) The tenant does not have a right to cure the reason for the termination; and

34 (C) The landlord need not prove the reason for the termination in a court action.

35 **SECTION 21.** ORS 90.562 is amended to read:

36 90.562. (1) Subject to the policies of the utility or service provider and ORS 90.560 to 90.584, a
 37 landlord may provide for utilities or services to tenants by one or more of the following billing
 38 methods:

39 (a) Direct billing;

40 (b) Rent-included billing;

41 (c) Pro rata billing;

42 (d) Submeter billing; and

43 (e) Park specific billing.

44 (2) A landlord may not use pro rata billing for garbage collection and disposal, unless the pro
 45 rata apportionment is based upon the number and size of the garbage receptacles used by the tenant.

1 (3) To assess a tenant for a utility or service charge for any billing period using pro rata billing,
 2 submeter billing or park specific billing, the landlord shall give the tenant a written notice, includ-
 3 ing notice by electronic means if allowed in the rental agreement’s description of the billing method,
 4 stating the amount of the utility or service charge that the tenant is to pay the landlord and the
 5 due date for making the payment. The due date may not be before the date of service of the notice.
 6 The amount of the charge is determined as described in ORS 90.568, 90.572 or 90.584. If the landlord
 7 includes in the notice a statement of the rent due, the landlord shall separately and clearly state
 8 the amount of the rent and the amount of the utility or service charge. Any public service charge
 9 included in the utility or service charge under ORS 90.570 must be itemized separately.

10 (4) A utility or service charge is not rent or a fee. Nonpayment of a utility or service charge
 11 is not grounds for termination of a rental agreement for nonpayment of rent under ORS 90.394, but
 12 is grounds for termination of a rental agreement for cause under ORS 90.630 **or section 2 of this**
 13 **2025 Act**. A landlord may not give a notice of termination of a rental agreement under ORS 90.630
 14 **or section 2 of this 2025 Act** for nonpayment of a utility or service charge sooner than the eighth
 15 day, including the first day the utility or service charge is due, after the landlord gives the tenant
 16 the written notice stating the amount of the utility or service charge.

17 (5) The landlord is responsible for maintaining the utility or service system, including any sub-
 18 meter. After any installation or maintenance of the system or submeter on a tenant’s space, the
 19 landlord shall restore the space to a condition that is substantially the same as or better than the
 20 condition of the space before the installation or maintenance.

21 (6) A landlord may not assess a utility or service charge for water unless the water is provided
 22 to the landlord by a:

- 23 (a) Public utility as defined in ORS 757.005;
- 24 (b) Municipal utility operating under ORS chapter 225;
- 25 (c) People’s utility district organized under ORS chapter 261;
- 26 (d) Cooperative organized under ORS chapter 62;
- 27 (e) Domestic water supply district organized under ORS chapter 264; or
- 28 (f) Water improvement district organized under ORS chapter 552.

29 (7) A landlord that provides utilities or services only to tenants of the landlord in compliance
 30 with ORS 90.560 to 90.584 is not a public utility for purposes of ORS chapter 757.

31 (8) The authority of a utility or service provider to apply policy regarding the billing methods
 32 does not authorize the utility or service provider to dictate either the amount billed to tenants or
 33 the rate at which tenants are billed under ORS 90.560 to 90.584.

34 **SECTION 22.** ORS 90.578 is amended to read:

35 90.578. (1) Except as provided in subsections (2) and (3) of this section, a landlord that assesses
 36 the tenants of a manufactured dwelling park containing 200 or more spaces in the facility a utility
 37 or service charge for water by pro rata billing shall convert the method of assessing the utility or
 38 service charge to direct billing or submeter billing. The landlord shall complete the conversion no
 39 later than December 31, 2012. A conversion under this section to submeter billing is subject to ORS
 40 90.574.

41 (2) A landlord that provides water to a manufactured dwelling park solely from a well or from
 42 a source other than those listed in ORS 90.562 (6) is not required to comply with subsection (1) of
 43 this section.

44 (3) A landlord is not required to comply with subsection (1) of this section if the landlord:

- 45 (a) Bills for water provided to a space using pro rata billing by apportioning the utility

1 provider's charge to tenants with, notwithstanding ORS 90.568 (2)(c), consideration of only:

2 (A) The number of tenants or occupants in the manufactured dwelling compared with the num-
 3 ber of tenants or occupants in the manufactured dwelling park; and

4 (B) The size of a tenant's space as a percentage of the total area of the manufactured dwelling
 5 park.

6 (b) Bases two-thirds of the charge to the tenants on the factor described in paragraph (a)(A) of
 7 this subsection and one-third of the charge on the factor described in paragraph (a)(B) of this sub-
 8 section.

9 (c) Determines the number of tenants or occupants in each dwelling unit and in the manufac-
 10 tured dwelling park at least annually.

11 (d) Demonstrates significant other conservation measures, including:

12 (A) Testing for leaks in common areas of the manufactured dwelling park at least annually, re-
 13 pairing significant leaks within a reasonable time and making test results available to tenants;

14 (B) Testing each occupied manufactured dwelling and space for leaks without charge to a tenant
 15 occupying the dwelling at least annually and making test results available to the tenant;

16 (C) Posting annually in any manufactured dwelling park office and in any common area evidence
 17 demonstrating that per capita consumption of water in the manufactured dwelling park is below the
 18 area average for single-family dwellings, as shown by data from the local provider of water; and

19 (D) Taking one or more other reasonable measures to promote conservation of water and to
 20 control costs, including educating tenants about water conservation, prohibiting the washing of
 21 motor vehicles in the manufactured dwelling park and requiring drip irrigation systems or schedules
 22 for watering landscaping.

23 (e) Amends the rental agreement of each tenant to describe the provisions of this subsection and
 24 subsection (4) of this section and to describe the use of the pro rata billing method with additional
 25 conservation measures. The landlord may make the amendment to the rental agreement unilaterally
 26 and must provide written notice of the amendment to the tenant at least 60 days before the
 27 amendment is effective.

28 (4) If a landlord subject to this section adopts conservation measures described in subsection (3)
 29 of this section to avoid having to comply with subsection (1) of this section:

30 (a) Notwithstanding ORS 90.580 or 90.725 (2), a tenant must allow a landlord access to the
 31 tenant's space and to the tenant's manufactured dwelling so the landlord can test for water leaks
 32 as provided by subsection (3)(d)(B) of this section.

33 (b) The landlord must give notice consistent with ORS 90.725 (3)(e) before entering the tenant's
 34 space or dwelling to test for water leaks.

35 (c) A landlord may require a tenant to repair a significant leak in the dwelling found by the
 36 landlord's test. The tenant shall make the necessary repairs within a reasonable time after written
 37 notice from the landlord regarding the leak, given the extent of repair needed and the season. The
 38 tenant's responsibility for repairs is limited to leaks within the tenant's dwelling and from the con-
 39 nection at the ground under the dwelling into the dwelling. If the tenant fails to make the repair
 40 as required, the landlord may terminate the tenancy pursuant to ORS 90.630 **or section 2 of this**
 41 **2025 Act.**

42 (d) Notwithstanding ORS 90.730 (3)(c), a landlord shall maintain the water lines within a tenant's
 43 space up to the connection with the dwelling, including repairing significant leaks found in a test.

44 (e) A landlord may use pro rata billing with the allocation factors described in ORS 90.568 (2)(c)
 45 for common areas.

1 (f) Notwithstanding ORS 90.568 (4), a landlord may include in the utility or service charge the
2 cost to read water meters and to bill tenants for water if those tasks are performed by a third party
3 service and the landlord allows the tenants to inspect the third party's billing records as provided
4 by ORS 90.582.

5 (5) A tenant may file an action for injunctive relief to compel compliance by a landlord with the
6 requirements of subsections (1), (3) and (4) of this section and for actual damages plus at least two
7 months' rent as a penalty for noncompliance by the landlord with subsections (1), (3) and (4) of this
8 section. A landlord is not liable for damages for a failure to comply with the requirements of sub-
9 sections (1), (3) and (4) of this section if the noncompliance is only a good faith mistake by the
10 landlord in counting the number of tenants and occupants in each dwelling unit or the manufactured
11 dwelling park pursuant to subsection (3)(a) of this section.

12 **SECTION 23.** ORS 90.610 is amended to read:

13 90.610. (1) As used in this section, "eligible space" means each space in the facility as long as:

14 (a) The space is rented to a tenant and the tenancy is subject to ORS 90.505 to 90.850; and

15 (b) The tenant who occupies the space has not:

16 (A) Previously agreed to a rental agreement that includes the proposed rule or regulation
17 change; or

18 (B) Become subject to the proposed rule or regulation change as a result of a change in rules
19 or regulations previously adopted in a manner consistent with this section.

20 (2) The landlord may propose changes in rules or regulations, including changes that make a
21 substantial modification of the landlord's bargain with a tenant, by giving written notice of the
22 proposed rule or regulation change, and unless tenants of at least 51 percent of the eligible spaces
23 in the facility object in writing within 30 days of the date the notice was served, the change shall
24 become effective for all tenants of those spaces on a date not less than 60 days after the date that
25 the notice was served by the landlord.

26 (3) One tenant of record per eligible space may object to the rule or regulation change through
27 either:

28 (a) A signed and dated written communication to the landlord; or

29 (b) A petition format that is signed and dated by tenants of eligible spaces and that includes a
30 copy of the proposed rule or regulation and a copy of the notice.

31 (4) If a tenant of an eligible space signs both a written communication to the landlord and a
32 petition under subsection (3) of this section, or signs more than one written communication or pe-
33 tition, only the latest signature of the tenant may be counted.

34 (5) Notwithstanding subsection (3) of this section, a proxy may be used only if a tenant has a
35 disability that prevents the tenant from objecting to the rule or regulation change in writing.

36 (6) The landlord's notice of a proposed change in rules or regulations required by subsection (2)
37 of this section must be given or served as provided in ORS 90.155 and must include:

38 (a) Language of the existing rule or regulation and the language that would be added or deleted
39 by the proposed rule or regulation change; and

40 (b) A statement substantially in the following form, with all blank spaces in the notice to be
41 filled in by the landlord:

42
43
44 NOTICE OF PROPOSED RULE
45 OR REGULATION CHANGE

1 The landlord intends to change a rule or regulation in this facility.

2 The change will go into effect unless tenants of at least 51 percent of the eligible spaces object
3 in writing within 30 days. Any objection must be signed and dated by a tenant of an eligible space.

4 The number of eligible spaces as of the date of this notice is: _____. Those eligible spaces are
5 (space or street identification): _____.

6 The last day for a tenant of an eligible space to deliver a written objection to the landlord is
7 _____ (landlord fill in date).

8 Unless tenants in at least 51 percent of the eligible spaces object, the proposed rule or regu-
9 lation will go into effect on _____.

10 The parties may attempt to resolve disagreements regarding the proposed rule or regulation
11 change by using the facility’s mandatory mediation process or, if available, the facility’s informal
12 dispute resolution process.

13 _____

14
15 (7) A good faith mistake by the landlord in completing those portions of the notice relating to
16 the number of eligible spaces that have tenants entitled to vote or relating to space or street iden-
17 tification numbers does not invalidate the notice or the proposed rule or regulation change.

18 (8) After the effective date of the rule or regulation change, when a tenant continues to engage
19 in an activity affected by the new rule or regulation to which the landlord objects, the landlord may
20 give the tenant a notice of termination of the tenancy pursuant to ORS 90.630 **or section 2 of this**
21 **2025 Act.**

22 **SECTION 24.** ORS 90.632 is amended to read:

23 90.632. (1) A landlord may terminate a month-to-month or fixed term rental agreement and re-
24 quire the tenant to remove a manufactured dwelling or floating home from a facility, due to the
25 physical condition of the exterior of the manufactured dwelling or floating home, only by complying
26 with this section and ORS 105.100 to 105.168. A termination shall include removal of the dwelling
27 or home.

28 (2) A landlord may not require removal of a manufactured dwelling or floating home, or consider
29 a dwelling or home to be in disrepair or deteriorated, because of the age, size, style or original
30 construction material of the dwelling or home or because the dwelling or home was built prior to
31 adoption of the National Manufactured Housing Construction and Safety Standards Act of 1974 (42
32 U.S.C. 5403), in compliance with the standards of that Act in effect at that time or in compliance
33 with the state building code as defined in ORS 455.010.

34 (3) Except as provided in subsections (4) and (6) of this section, if the exterior of the tenant’s
35 dwelling or home is in disrepair or is deteriorated, a landlord may terminate a rental agreement and
36 require the removal of a dwelling or home by giving to the tenant not less than 60 days’ written
37 notice before the date designated in the notice for termination.

38 (4) If the disrepair or deterioration of the manufactured dwelling or floating home creates a risk
39 of imminent and serious harm to dwellings, homes or persons within the facility, a landlord may
40 terminate a rental agreement and require the removal of the dwelling or home by giving to the
41 tenant not less than 30 days’ written notice before the date designated in the notice for termination.
42 The notice shall describe the risk of harm.

43 (5) The notice required by subsections (3) and (4) of this section must:

44 (a) State facts sufficient to notify the tenant of the specific disrepair or deterioration that is the
45 cause or reason for termination of the tenancy and removal of the dwelling or home;

1 (b) State that the tenant can avoid termination and removal by correcting the cause for termi-
 2 nation and removal within the notice period;

3 (c) If reasonably known by the landlord, describe specifically what repairs are required to cor-
 4 rect the disrepair or deterioration that is the cause for termination;

5 (d) Describe the tenant’s right to give the landlord a written notice of correction, where to give
 6 the notice and the deadline for giving the notice in order to ensure a response by the landlord, all
 7 as provided by subsection (7) of this section; and

8 (e) Describe the tenant’s right to have the termination and correction period extended as pro-
 9 vided by subsection (8) of this section.

10 (6) The tenant may avoid termination of the tenancy by correcting the cause within the period
 11 specified. However, if substantially the same condition that constituted a prior cause for termination
 12 of which notice was given recurs within 12 months after the date of the notice, the landlord may
 13 terminate the tenancy and require the removal of the dwelling or home upon at least 30 days’
 14 written notice specifying the violation and the date of termination of the tenancy.

15 (7) During the termination notice or extension period, the tenant may give the landlord written
 16 notice that the tenant has corrected the cause for termination. Within a reasonable time after the
 17 tenant’s notice of correction, the landlord shall respond to the tenant in writing, stating whether the
 18 landlord agrees that the cause has been corrected. If the tenant’s notice of correction is given at
 19 least 14 days prior to the end of the termination notice or extension period, failure by the landlord
 20 to respond as required by this subsection is a defense to a termination based upon the landlord’s
 21 notice for termination.

22 (8) Except when the disrepair or deterioration creates a risk of imminent and serious harm to
 23 dwellings, homes or persons within the facility, the 60-day period provided for the tenant to correct
 24 the cause for termination and removal shall be extended by at least:

25 (a) An additional 60 days if:

26 (A) The necessary correction involves exterior painting, roof repair, concrete pouring or similar
 27 work and the weather prevents that work during a substantial portion of the 60-day period; or

28 (B) The nature or extent of the correction work is such that it cannot reasonably be completed
 29 within 60 days because of factors such as the amount of work necessary, the type and complexity
 30 of the work and the availability of necessary repair persons;

31 (b) An additional six months if the disrepair or deterioration has existed for more than the
 32 preceding 12 months with the landlord’s knowledge or acceptance as described in ORS 90.412; or

33 (c) An additional 10 months if the disrepair or deterioration relates to the float of a floating
 34 home.

35 (9) In order to have the period for correction extended as provided in subsection (8) of this
 36 section, a tenant must give the landlord written notice describing the necessity for an extension in
 37 order to complete the correction work. The notice must be given a reasonable amount of time prior
 38 to the end of the notice for termination period.

39 (10) A tenancy terminates on the date designated in the notice and without regard to the expi-
 40 ration of the period for which, by the terms of the rental agreement, rents are to be paid. Unless
 41 otherwise agreed, rent is uniformly apportionable from day to day.

42 (11) This section does not limit a landlord’s right to terminate a tenancy for nonpayment of rent
 43 under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.630 **or section 2**
 44 **of this 2025 Act** by complying with ORS 105.100 to 105.168.

45 (12) A landlord may give a copy of the notice for termination required by this section to any

1 lienholder of the dwelling or home, by first class mail with certificate of mailing or by any other
 2 method allowed by ORS 90.150 (2) and (3). A landlord is not liable to a tenant for any damages in-
 3 curred by the tenant as a result of the landlord giving a copy of the notice in good faith to a
 4 lienholder.

5 (13) When a tenant has been given a notice for termination pursuant to this section and has
 6 subsequently abandoned the dwelling or home as described in ORS 90.675, any lienholder shall have
 7 the same rights as provided by ORS 90.675, including the right to correct the cause of the notice,
 8 within the 90-day period provided by ORS 90.675 (20) notwithstanding the expiration of the notice
 9 period provided by this section for the tenant to correct the cause.

10 **SECTION 25.** ORS 90.643 is amended to read:

11 90.643. (1) A manufactured dwelling park may be converted to a planned community subdivision
 12 of manufactured dwellings pursuant to ORS 92.830 to 92.845. When a manufactured dwelling park is
 13 converted pursuant to ORS 92.830 to 92.845:

14 (a) Conversion does not require closure of the park pursuant to ORS 90.645 or termination of
 15 any tenancy on any space in the park or any lot in the planned community subdivision of manufac-
 16 tured dwellings.

17 (b) After approval of the tentative plan under ORS 92.830 to 92.845, the manufactured dwelling
 18 park ceases to exist, notwithstanding the possibility that four or more lots in the planned community
 19 subdivision may be available for rent.

20 (2) If a park is converted to a subdivision under ORS 92.830 to 92.845, and the landlord closes
 21 the park as a result of the conversion, ORS 90.645 applies to the closure.

22 (3) If a park is converted to a subdivision under ORS 92.830 to 92.845, but the landlord does not
 23 close the park as a result of the conversion:

24 (a) A tenant who does not buy the space occupied by the tenant's manufactured dwelling may
 25 terminate the tenancy and move. If the tenant terminates the tenancy after receiving the notice
 26 required by ORS 92.839 and before the expiration of the 60-day period described in ORS 92.840 (2),
 27 the landlord shall pay the tenant as provided in ORS 90.645 (1).

28 (b) If the landlord and the tenant continue the tenancy on the lot created in the planned com-
 29 munity subdivision, the tenancy is governed by ORS 90.100 to 90.465, except that the following pro-
 30 visions apply and, in the case of a conflict, control:

31 (A) ORS 90.510 (4) to (7) applies to a rental agreement and rules and regulations concerning the
 32 use and occupancy of the subdivision lot until the declarant turns over administrative control of the
 33 planned community subdivision of manufactured dwellings to a homeowners association pursuant to
 34 ORS 94.600 and 94.604 to 94.621. The landlord shall provide each tenant with a copy of the bylaws,
 35 rules and regulations of the homeowners association at least 60 days before the turnover meeting
 36 described in ORS 94.609.

37 (B) ORS 90.530 applies regarding pets.

38 (C) ORS 90.545 applies regarding the extension of a fixed term tenancy.

39 (D) ORS 90.600 (1) to (7) applies to an increase in rent.

40 (E) ORS 90.620 applies to a termination by a tenant.

41 (F) ORS 90.630 **and section 2 of this 2025 Act apply** [*applies*] to a termination by a landlord
 42 for cause. However, **for** the sale of a lot in the planned community subdivision occupied by a tenant
 43 to someone other than the tenant [*is a good cause for termination under ORS 90.630 that the tenant*
 44 *cannot cure or correct and for which*], the landlord must give written notice of termination that
 45 states the cause of termination, **that states that the cause cannot be cured and that is given**

1 at least 180 days before termination.

2 (G) ORS 90.632 applies to a termination of tenancy by a landlord due to the physical condition
3 of the manufactured dwelling.

4 (H) ORS 90.634 applies to a lien for manufactured dwelling unit rent.

5 (I) ORS 90.680 applies to the sale of a manufactured dwelling occupying a lot in the planned
6 community subdivision. If the intention of the buyer of the manufactured dwelling is to leave the
7 dwelling on the lot, the landlord may reject the buyer as a tenant if the buyer does not buy the lot
8 also.

9 (J) ORS 90.710 applies to a cause of action for a violation of ORS 90.510 (4) to (7), 90.630, 90.680
10 or 90.765.

11 (K) ORS 90.725 applies to landlord access to a rented lot in a planned community subdivision.

12 (L) ORS 90.730 (2), (3), (4) and (7) apply to the duty of a landlord to maintain a rented lot in a
13 habitable condition.

14 (M) ORS 90.750 applies to the right of a tenant to assemble or canvass.

15 (N) ORS 90.755 applies to the right of a tenant to speak on political issues and to post political
16 signs.

17 (O) ORS 90.765 applies to retaliatory conduct by a landlord.

18 (P) ORS 90.771 applies to the confidentiality of information provided to the Housing and Com-
19 munity Services Department about disputes.

20 **SECTION 26.** ORS 90.671 is amended to read:

21 90.671. (1) If a marina or a portion of the marina that includes a marina space is to be closed
22 and the land or leasehold converted to a different use, and the closure is not required by the exer-
23 cise of eminent domain or by order of a federal, state or local agency, the landlord of the marina
24 may terminate a month-to-month or fixed term rental agreement for a marina space by giving the
25 tenant:

26 (a) Not less than 365 days' notice in writing before the date designated in the notice for termi-
27 nation; or

28 (b) Not less than 180 days' notice in writing before the date designated in the notice for termi-
29 nation, if:

30 (A) The landlord finds space acceptable to the tenant to which the tenant can move the floating
31 home; and

32 (B) The landlord pays the cost of moving and set-up expenses or \$3,500, whichever is less.

33 (2) The landlord may:

34 (a) Provide greater financial incentive to encourage the tenant to accept an earlier termination
35 date than that provided in subsection (1) of this section; or

36 (b) Contract with the tenant for a mutually acceptable arrangement to assist the tenant's move.

37 (3) The Housing and Community Services Department shall adopt rules to administer this sec-
38 tion.

39 (4)(a) A landlord may not increase the rent for a dwelling unit for the purpose of offsetting the
40 payments required under this section.

41 (b) A landlord may not increase the rent for a dwelling unit after giving a notice of termination
42 under this section to the tenant.

43 (5) Nothing in subsection (1) of this section shall prevent a landlord from relocating a floating
44 home to another comparable space in the same marina, or in another marina owned by the same
45 owner in the same city, if the landlord desires or is required to make repairs, to remodel or to

1 modify the tenant's original space.

2 (6) This section does not limit a landlord's right to terminate a tenancy for nonpayment of rent
 3 [*under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.632*] **for cause**
 4 **under this chapter** by complying with ORS 105.100 to 105.168.

5 (7) If a landlord is required to close a marina by the exercise of eminent domain or by order
 6 of a federal, state or local agency, the landlord shall notify the marina tenants no later than 15 days
 7 after the landlord receives notice of the exercise of eminent domain or of the agency order. The
 8 notice to the tenants shall be in writing, designate the date of closure, state the reason for the
 9 closure and describe any government relocation benefits known by the landlord to be available to
 10 the tenants.

11 **SECTION 27.** ORS 90.680 is amended to read:

12 90.680. (1) As used in this section, "consignment" means an agreement in which a tenant au-
 13 thorizes a landlord to sell a manufactured dwelling or floating home on behalf of the tenant who
 14 owns the dwelling or home in a facility that is owned by the landlord and for which the landlord
 15 receives compensation.

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

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

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

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

26 (B) The landlord and tenant first enter into a written consignment contract that specifies at a
 27 minimum:

- 28 (i) The duration of the contract, which, unless extended in writing, may not exceed 180 days;
- 29 (ii) The estimated square footage of the dwelling or home, and the make, model, year, vehicle
 30 identification number and license plate number, if known;
- 31 (iii) The price offered for sale of the dwelling or home;
- 32 (iv) Whether lender financing is permitted and the amount, if any, of the earnest money deposit;
- 33 (v) Whether the transaction is intended to be closed through a state-licensed escrow;
- 34 (vi) All liens, taxes and other charges known to be in existence against the dwelling or home
 35 that must be removed before the tenant can convey marketable title to a prospective buyer;
- 36 (vii) The method of marketing the sale of a dwelling or home to the public, such as signs posted
 37 at the facility or through advertisements posted on the Internet or published in newspapers or in
 38 other publications;
- 39 (viii) The form and amount of compensation to the landlord, such as a fixed fee, a percentage
 40 of the gross sale price or another similar arrangement. If the form of compensation is a fixed fee,
 41 the contract shall state the amount; and
- 42 (ix) For the purpose of determining the net sale proceeds that are payable to the tenant, the
 43 manner and order by which the gross sale proceeds will be applied to liens, taxes, actual costs of
 44 sale, landlord compensation and other closing costs.

45 (C) Within 10 days after a sale, the landlord pays to the tenant the tenant's share of the sale

1 proceeds and provides to the tenant a written accounting for the sale proceeds.

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

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

8 (b) If the landlord advertises a manufactured dwelling or floating home for sale within the fa-
 9 cility, the tenant may advertise the sale of the tenant’s dwelling or home by posting a sign in a
 10 similar manner and similar location.

11 (6) A landlord may not knowingly make false statements to a prospective purchaser about the
 12 quality of a tenant’s manufactured dwelling or floating home.

13 (7) Nothing in this section prevents a landlord from selling to a prospective purchaser a manu-
 14 factured dwelling or floating home owned by the landlord at a price or on terms, including space
 15 rent, that are more favorable than the price and terms offered for dwellings or homes that are for
 16 sale by a tenant.

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

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

22 (b) That prior to the sale, the prospective purchaser submit to the landlord a complete and ac-
 23 curate written application for occupancy of the dwelling or home as a tenant after the sale is fi-
 24 nalized and that a prospective purchaser may not occupy the dwelling or home until after the
 25 prospective purchaser is accepted by the landlord as a tenant;

26 (c) That a tenant give notice to any lienholder, prospective purchaser or person licensed to sell
 27 dwellings or homes of the requirements of paragraphs (b) and (d) of this subsection, the location of
 28 all properly functioning smoke alarms and any other rules and regulations of the facility such as
 29 those described in ORS 90.510 (5)(b), (f), (g), (i) and (j); and

30 (d) If the sale is not by a lienholder, that the prospective purchaser pay in full all rents, fees,
 31 deposits or charges owed by the tenant as authorized under ORS 90.140 and the rental agreement,
 32 prior to the landlord’s acceptance of the prospective purchaser as a tenant.

33 (9)(a) If a landlord requires a prospective purchaser to submit an application for occupancy as
 34 a tenant under subsection (8) of this section, the landlord shall provide, upon request from the pur-
 35 chaser, a copy of the application. At the time that the landlord gives the prospective purchaser an
 36 application the landlord shall also give the prospective purchaser:

37 (A) Copies of the statement of policy, the rental agreement and the facility rules and regu-
 38 lations, including any conditions imposed on a subsequent sale, all as provided by ORS 90.510;

39 (B) Copies of any outstanding notices given to the tenant under ORS 90.632;

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

41 (D) A list of any failures to maintain the space or to comply with any other provisions of the
 42 rental agreement, including aesthetic or cosmetic improvements; and

43 (E) A statement that the landlord may require a prospective purchaser to complete repairs,
 44 maintenance and improvements as described in the notices and lists provided under subparagraphs
 45 (B) to (D) of this paragraph.

1 (b) The terms of the statement, rental agreement and rules and regulations need not be the same
 2 as those in the selling tenant's statement, rental agreement and rules and regulations.

3 (c) Consistent with ORS 90.305 (4)(b), a landlord may require a prospective purchaser to pay a
 4 reasonable copying charge for the documents.

5 (d) If a prospective purchaser agrees, a landlord may provide the documents in an electronic
 6 format.

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

9 (a) The landlord shall accept or reject the prospective purchaser's application within seven days
 10 following the day the landlord receives a complete and accurate written application. An application
 11 is not complete until the prospective purchaser pays any required applicant screening charge and
 12 provides the landlord with all information and documentation, including any financial data and ref-
 13 erences, required by the landlord pursuant to ORS 90.510 (5)(i). The landlord and the prospective
 14 purchaser may agree to a longer time period for the landlord to evaluate the prospective purchaser's
 15 application or to allow the prospective purchaser to address any failure to meet the landlord's
 16 screening or admission criteria. If a tenant has not previously given the landlord the 10 days' notice
 17 required under subsection (8)(a) of this section, the period provided for the landlord to accept or
 18 reject a complete and accurate written application is extended to 10 days.

19 (b) When a landlord considers an application for tenancy from a prospective purchaser of a
 20 dwelling or home from a tenant, the landlord shall apply to the prospective purchaser credit and
 21 conduct screening criteria that are substantially similar to the credit and conduct screening criteria
 22 the landlord applies to a prospective purchaser of a dwelling or home from the landlord.

23 (c) The landlord may not unreasonably reject a prospective purchaser as a tenant. Reasonable
 24 cause for rejection includes, but is not limited to, failure of the prospective purchaser to meet the
 25 landlord's conditions for approval as provided in ORS 90.510 (5)(i) or failure of the prospective
 26 purchaser's references to respond to the landlord's timely request for verification within the time
 27 allowed for acceptance or rejection under paragraph (a) of this subsection. Except as provided in
 28 paragraph (d) of this subsection, the landlord shall furnish to the seller and purchaser a written
 29 statement of the reasons for the rejection.

30 (d) If a rejection under paragraph (c) of this subsection is based upon a consumer report, as
 31 defined in 15 U.S.C. 1681a for purposes of the federal Fair Credit Reporting Act, the landlord may
 32 not disclose the contents of the report to anyone other than the purchaser. The landlord shall dis-
 33 close to the seller in writing that the rejection is based upon information contained within a con-
 34 sumer report and that the landlord may not disclose the information within the report.

35 (11) The following apply if a landlord does not require a prospective purchaser to submit an
 36 application for occupancy as a tenant under subsection (8) of this section or if the landlord does not
 37 accept or reject the prospective purchaser as a tenant within the time required under subsection
 38 (10) of this section:

39 (a) The landlord waives any right to bring an action against the tenant under the rental agree-
 40 ment for breach of the landlord's right to establish conditions upon and approve a prospective pur-
 41 chaser of the tenant's dwelling or home;

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

44 (c) If the prospective purchaser becomes a new tenant, the landlord may impose conditions or
 45 terms on the tenancy that are inconsistent with the terms and conditions of the seller's rental

1 agreement only if the new tenant agrees in writing.

2 (12) A landlord may not, because of the age, size, style or original construction material of the
 3 dwelling or home or because the dwelling or home was built prior to adoption of the National
 4 Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5403), in compli-
 5 ance with the standards of that Act in effect at that time or in compliance with the state building
 6 code as defined in ORS 455.010:

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

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

11 (13) A tenant who has received a notice pursuant to ORS 90.632 may sell the tenant’s dwelling
 12 or home in compliance with this section during the notice period. The tenant shall provide a pro-
 13 spective purchaser with a copy of any outstanding notice given to the tenant under ORS 90.632 prior
 14 to a sale. If the tenancy has been terminated pursuant to ORS 90.632, or the notice period provided
 15 in ORS 90.632 has expired without a correction of cause or extension of time to correct, a prospec-
 16 tive purchaser does not have a right to leave the dwelling or home on the rented space and become
 17 a tenant.

18 (14) The following applies to a landlord that accepts a prospective purchaser as a tenant under
 19 subsection (10) of this section:

20 (a) Notwithstanding any waiver given by the landlord to the previous tenant, the landlord may
 21 require the new tenant to complete the repairs, maintenance and improvements described in the
 22 notices provided under subsection (9)(a)(B) to (D) of this section.

23 (b) Notwithstanding ORS 90.412, if the new tenant fails to complete the repairs, maintenance and
 24 improvements described in the notices provided under subsection (9)(a)(B) to (D) of this section
 25 within six months after the tenancy begins, the landlord may terminate the tenancy by giving the
 26 new tenant the notice required under ORS 90.630 or 90.632 **or section 2 of this 2025 Act.**

27 (15) Except as provided by subsection (13) of this section, after a tenancy has ended and during
 28 the period provided by ORS 90.675 (6) and (8), a former tenant retains the right to sell the tenant’s
 29 dwelling or home to a purchaser who wishes to leave the dwelling or home on the rented space and
 30 become a tenant as provided by this section, if the former tenant makes timely periodic payment of
 31 all storage charges as provided by ORS 90.675 (7)(b), maintains the dwelling or home and the rented
 32 space on which it is stored and enters the premises only with the written permission of the landlord.
 33 Payment of the storage charges or maintenance of the dwelling or home and the space does not
 34 create or reinstate a tenancy or create a waiver pursuant to ORS 90.412 or 90.417. A former tenant
 35 may not enter the premises without the written permission of the landlord, including entry to
 36 maintain the dwelling or home or the space or to facilitate a sale.

37 (16) A landlord or tenant who sells a manufactured dwelling or floating home shall deliver title
 38 to the dwelling or home to the purchaser within 25 business days after completion of the sale. If the
 39 sale by contract requires future payments, the landlord or tenant shall notify the county that the
 40 purchaser is responsible for property tax payments.

41 **SECTION 28.** ORS 90.725 is amended to read:

42 90.725. (1) As used in this section:

43 (a) “Emergency” includes but is not limited to:

44 (A) A repair problem that, unless remedied immediately, is likely to cause serious physical harm
 45 or damage to individuals or property.

1 (B) The presence of a hazard tree on a rented space in a manufactured dwelling park.

2 (b) "Unreasonable time" refers to a time of day, day of the week or particular time that conflicts
3 with the tenant's reasonable and specific plans to use the space.

4 (c) "Yard maintenance, equipment servicing or grounds keeping" includes, but is not limited to,
5 servicing individual septic tank systems or water pumps, weeding, mowing grass and pruning trees
6 and shrubs.

7 (2) A landlord or a landlord's agent may enter onto a rented space, not including the tenant's
8 manufactured dwelling or floating home or an accessory building or structure, to:

9 (a) Inspect the space;

10 (b) Make necessary or agreed repairs, decorations, alterations or improvements;

11 (c) Inspect or maintain trees;

12 (d) Supply necessary or agreed services;

13 (e) Perform agreed yard maintenance, equipment servicing or grounds keeping;

14 (f) Exhibit the space to prospective or actual purchasers of the facility, mortgagees, tenants,
15 workers or contractors; or

16 (g) Install or maintain a utility or service line or submeter under ORS 90.560 to 90.584.

17 (3) The right of access of the landlord or landlord's agent is limited as follows:

18 (a) A landlord or landlord's agent may enter upon the rented space without consent of the ten-
19 ant and without notice to the tenant for the purpose of serving notices required or permitted under
20 this chapter, the rental agreement or any provision of applicable law.

21 (b) In case of an emergency, a landlord or landlord's agent may enter the rented space without
22 consent of the tenant, without notice to the tenant and at any time. If a landlord or landlord's agent
23 makes an emergency entry in the tenant's absence, the landlord shall give the tenant actual notice
24 within 24 hours after the entry, and the notice shall include the fact of the entry, the date and time
25 of the entry, the nature of the emergency and the names of the persons who entered.

26 (c) If the tenant requests repairs or maintenance in writing, the landlord or landlord's agent,
27 without further notice, may enter upon demand, in the tenant's absence or without consent of the
28 tenant, for the purpose of making the requested repairs until the repairs are completed. The tenant's
29 written request may specify allowable times. Otherwise, the entry must be at a reasonable time. The
30 authorization to enter provided by the tenant's written request expires after seven days, unless the
31 repairs are in progress and the landlord or landlord's agent is making a reasonable effort to com-
32 plete the repairs in a timely manner. If the person entering to do the repairs is not the landlord,
33 upon request of the tenant, the person must show the tenant written evidence from the landlord
34 authorizing that person to act for the landlord in making the repairs.

35 (d) If a written agreement requires the landlord to perform yard maintenance, equipment ser-
36 vicing or grounds keeping for the space:

37 (A) A landlord and tenant may agree that the landlord or landlord's agent may enter for that
38 purpose upon the space, without notice to the tenant, at reasonable times and with reasonable fre-
39 quency. The terms of the right of entry must be described in the rental agreement or in a separate
40 written agreement.

41 (B) A tenant may deny consent for a landlord or landlord's agent to enter upon the space pur-
42 suant to this paragraph if the entry is at an unreasonable time or with unreasonable frequency.
43 The tenant must assert the denial by giving actual notice of the denial to the landlord or landlord's
44 agent prior to, or at the time of, the attempted entry.

45 (e) In all other cases, unless there is an agreement between the landlord and the tenant to the

1 contrary regarding a specific entry, the landlord shall give the tenant at least 24 hours' actual no-
 2 tice of the intent of the landlord to enter and the landlord or landlord's agent may enter only at
 3 reasonable times. The landlord or landlord's agent may not enter if the tenant, after receiving the
 4 landlord's notice, denies consent to enter. The tenant must assert this denial of consent by giving
 5 actual notice of the denial to the landlord or the landlord's agent prior to, or at the time of, the
 6 attempt by the landlord or landlord's agent to enter.

7 (f) Notwithstanding paragraph (e) of this subsection, a landlord or the landlord's agent may en-
 8 ter a rented space solely to inspect a tree despite a denial of consent by the tenant if the landlord
 9 or the landlord's agent has given at least 24 hours' actual notice of the intent to enter to inspect
 10 the tree and the entry occurs at a reasonable time.

11 (4) A landlord shall not abuse the right of access or use it to harass the tenant. A tenant shall
 12 not unreasonably withhold consent from the landlord to enter.

13 (5) A landlord has no other right of access except:

14 (a) Pursuant to court order;

15 (b) As permitted by ORS 90.410 (2);

16 (c) As permitted under ORS 90.580; or

17 (d) When the tenant has abandoned or relinquished the premises.

18 (6) If a landlord is required by a governmental agency to enter a rented space, but the landlord
 19 fails to gain entry after a good faith effort in compliance with this section, the landlord shall not
 20 be found in violation of any state statute or local ordinance due to the failure.

21 (7) If a landlord has a report from an arborist licensed as a landscape construction professional
 22 pursuant to ORS 671.560 and certified by the International Society of Arboriculture that a tree on
 23 the rented space is a hazard tree that must be maintained by the landlord as described in ORS
 24 90.727, the landlord is not liable for any damage or injury as a result of the hazard tree if the
 25 landlord is unable to gain entry after a good faith effort in compliance with this section.

26 (8) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to
 27 compel access or may terminate the rental agreement pursuant to ORS 90.630 (1) **or section 2 of**
 28 **this 2025 Act** and take possession in the manner provided in ORS 105.100 to 105.168. In addition,
 29 the landlord may recover actual damages.

30 (9) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or
 31 makes repeated demands for entry otherwise lawful but that have the effect of unreasonably har-
 32 assing the tenant, the tenant may obtain injunctive relief to prevent the reoccurrence of the conduct
 33 or may terminate the rental agreement pursuant to ORS 90.620 (1). In addition, the tenant may re-
 34 cover actual damages not less than an amount equal to one month's rent.

35 **SECTION 29.** ORS 90.729 is amended to read:

36 90.729. (1) A landlord may require a tenant in a marina to move the tenant's floating home under
 37 this section for reasons allowing for the safety and convenience of the marina and other tenants,
 38 including:

39 (a) Moving another floating home within the marina;

40 (b) Repairing an adjacent floating home; or

41 (c) Dredging, repairing an adjacent dock or otherwise repairing or improving the marina.

42 (2) Before requiring the tenant to move, the landlord must give written notice to the tenant
 43 specifying the reason for the move, describing the parties' rights and obligations under subsections
 44 (4) to (6) of this section, the allowable dates for the move and the maximum duration of the move.

45 (3) The notice under subsection (2) of this section must be given:

1 (a) No less than 48 hours before the move if necessary to prevent the risk of serious and immi-
2 nent harm to persons or property within the marina; or

3 (b) Thirty days before the move in all other cases.

4 (4) The landlord must:

5 (a) Move the floating home to another space in the marina that allows the tenant to continue
6 to occupy the home.

7 (b) Return the floating home to its original space at the end of the relocation period.

8 (5) A landlord must pay:

9 (a) The costs to prepare the floating home for the move;

10 (b) The costs to move the floating home;

11 (c) The costs to prepare the floating home for its temporary location in the marina;

12 (d) If the relocation lasts more than 30 days, unless the floating home cannot be restored to its
13 original space because weather or water conditions are unsafe, actual damages based on a decrease
14 in value or quality of the temporary location;

15 (e) The costs to return the floating home to its original location in the original space; and

16 (f) The costs to repair any damage to the floating home or tenant's personal property caused
17 by the move or to replace the property.

18 (6) A landlord is required to make any payments due to the tenant under subsection (5) of this
19 section within 30 days from the date the cost is incurred.

20 (7) If a tenant prohibits the landlord from moving the floating home under this section, a land-
21 lord may give notice to terminate the tenancy under ORS 90.630 **or section 2 of this 2025 Act.**

22 (8) If a landlord fails to comply with a provision of this section, a tenant is entitled to damages
23 of one month's rent or twice the tenant's actual damages, whichever is greater.

24 **SECTION 30.** ORS 90.767 is amended to read:

25 90.767. (1) For disputes subject to mediation under this section, if any party initiates mediation
26 under this section, mediation is mandatory. A landlord of a tenancy subject to ORS 90.505 to 90.850
27 shall establish a mediation policy to resolve disputes related to:

28 (a) Landlord or tenant compliance with the rental agreement or with the provisions of this
29 chapter;

30 (b) Landlord or tenant conduct within the facility; or

31 (c) The modification of a rule or regulation under ORS 90.610.

32 (2) A mediation policy under this section must include:

33 (a) The process and format by which a tenant or landlord may initiate mediation.

34 (b) The names and contact information, including the phone number and website address, for
35 mediation services available through the referral program provided by the Housing and Community
36 Services Department under ORS 456.403 (2) and any other no-cost mediation service acceptable to
37 the landlord.

38 (c) Information substantially explaining requirements for mediation under subsections (3) to (7)
39 of this section.

40 (3) Mediation conducted under this section:

41 (a) In addition to any process authorized under subsection (2)(a) of this section, may be initiated
42 by the landlord or tenant's contact with the Housing and Community Services Department in a for-
43 mat required by the department.

44 (b) May not resolve any matters except by the agreement of all parties.

45 (c) Must require that communications from all parties are held strictly confidential and may not

1 be used in any legal proceedings.

2 (d) May be used to resolve:

3 (A) Disputes between the landlord and one or more tenants, initiated by any party; and

4 (B) Disputes between any two or more tenants, initiated only by the landlord.

5 (e) Must allow a party to designate any person, including a nonattorney, to represent the in-
6 terests of the party provided that the person has the authority to bind that party to any resolution
7 of the dispute.

8 (f) Must comply with any other provisions as the Housing and Community Services Department
9 may require by rule.

10 (4) Parties must participate in mediation under this section by making a good faith effort to
11 schedule mediation within 30 days after mediation is initiated, attending and participating in medi-
12 ation and cooperating with reasonable requests of the mediator.

13 (5) After mediation has been initiated and while it is ongoing under this section:

14 (a) Any statute of limitations related to the dispute is tolled.

15 (b) A party may not file an action related to the dispute, including an action for possession un-
16 der ORS 105.110.

17 (c)(A) A tenant shall continue paying rent to the landlord.

18 (B) A landlord receiving rent under this paragraph has not accepted rent for the purposes of
19 ORS 90.412 (2), provided that the landlord refunds the rent within 10 days following the conclusion
20 of mediation.

21 (6) Unless specifically provided for in a mediation policy established under this section, or
22 agreed to by all parties, no party may initiate mediation for:

23 (a) Facility closures consistent with ORS 90.645 or 90.671.

24 (b) Facility sales consistent with ORS 90.842 to 90.850.

25 (c) Rent increases consistent with ORS 90.600.

26 (d) Rent payments or amounts owed.

27 (e) Tenant violations alleged in a termination notice given under ORS 90.394, 90.396 or 90.630
28 **[(10)] or section 2 of this 2025 Act.**

29 (f) Violations of an alleged unauthorized person in possession in a notice given under ORS
30 90.403.

31 (g) Unless initiated by the victim, a dispute involving allegations of domestic violence, sexual
32 assault, bias crime or stalking or a dispute between the victim and the alleged perpetrator.

33 (h) A dispute arising after the termination of the tenancy, including under ORS 90.425, 90.675
34 or 105.161.

35 (7) This section does not require any party to:

36 (a) Reach an agreement on any or all issues submitted to mediation;

37 (b) Participate in more than one mediation session or participate for an unreasonable length of
38 time in a session; or

39 (c) Waive or forgo any rights or remedies or the use of any other available informal dispute
40 resolution process.

41 (8) A mediator in a mediation under this section shall notify the Housing and Community Ser-
42 vices Department as to whether the dispute was resolved through mediation but may not provide the
43 department with the contents of any resolution.

44 (9) A landlord may unilaterally amend a rental agreement or facility rules and regulations to
45 comply with this section.

1 (10) If a party refuses to participate in good faith in mediation with another party or uses me-
 2 diation to harass another party, the other party:

3 (a) Has a defense to a claim related to the subject of the dispute for which mediation was
 4 sought; and

5 (b) Is entitled to damages of one month's rent against the party.

6 **SECTION 31.** ORS 92.840 is amended to read:

7 92.840. (1) Notwithstanding the provisions of ORS 92.016 (1), prior to the approval of a tentative
 8 plan, the declarant may negotiate to sell a lot for which approval is required under ORS 92.830 to
 9 92.845.

10 (2) Prior to the sale of a lot, the declarant shall offer to sell the lot to the tenant who occupies
 11 the lot. The offer required under this subsection:

12 (a) Terminates 60 days after receipt of the offer by the tenant or upon written rejection of the
 13 offer, whichever occurs first; and

14 (b) Does not constitute a notice of termination of the tenancy.

15 (3) For 60 days after termination of the offer required under subsection (2) of this section, the
 16 declarant may not sell the lot to a person other than the tenant at a price or on terms that are more
 17 favorable to the purchaser than the price or terms that were offered to the tenant.

18 (4) After the manufactured dwelling park or mobile home park has been submitted for subdivi-
 19 sion under ORS 92.830 to 92.845 and until a lot is offered for sale in accordance with subsection (2)
 20 of this section, the declarant shall notify a prospective tenant, in writing, prior to the commence-
 21 ment of the tenancy, that the park has been submitted for subdivision and that the tenant is entitled
 22 to receive an offer to purchase the lot under subsection (2) of this section.

23 (5) Prior to the sale of a lot in a subdivision created by conversion of the park, the declarant
 24 must provide the tenant or other potential purchaser of the lot with information about the home-
 25 owners association formed by the declarant as required by ORS 94.625. The information must, at a
 26 minimum, include the association name and type and any rights set forth in the declaration required
 27 by ORS 94.580.

28 (6) The declarant may not begin improvements or rehabilitation to the lot during the period
 29 described in the landlord's notice of termination under ORS 90.645 without the permission of the
 30 tenant.

31 (7) The declarant may begin improvements or rehabilitation to the common property as defined
 32 in the declaration during the period described in the landlord's notice of termination under ORS
 33 90.645.

34 (8) If the tenant does not buy the lot occupied by the tenant's manufactured dwelling or mobile
 35 home, the declarant and the tenant may continue the tenancy on the lot after approval of the ten-
 36 tative plan. The rights and responsibilities of tenants who continue their tenancy on the lot in the
 37 planned community subdivision of manufactured dwellings are set out in ORS 90.643.

38 (9) After approval of the tentative plan and the period provided by subsection (2)(a) of this sec-
 39 tion, the declarant shall promptly:

40 (a) Notify the Housing and Community Services Department of the approval.

41 (b) Provide the department with a street address for each lot in the planned community subdivi-
 42 sion of manufactured dwellings that remains available for rental use.

43 (10) Nothing in this section prevents the declarant from terminating a tenancy in the park in
 44 compliance with ORS 90.630, 90.632 [and] or 90.645 or **section 2 of this 2025 Act**. However, the
 45 declarant shall make the offer required under subsection (2) of this section to a tenant whose

1 tenancy is terminated after approval of the tentative plan unless the termination is for cause under
2 ORS [90.392,] 90.394, 90.396, 90.630 (1) [or (10)] or 90.632 or section 2 of this 2025 Act.

3 **SECTION 32.** ORS 105.124 is amended to read:

4 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling
5 unit:

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

8 _____
9
10 IN THE CIRCUIT COURT
11 FOR THE COUNTY OF

12 _____
13 No. _____
14

15 RESIDENTIAL EVICTION COMPLAINT

16
17 PLAINTIFF (Landlord or agent):

18 _____
19 _____

20 Address: _____

21 City: _____

22 State: _____ Zip: _____

23 Telephone: _____
24

25 vs.

26
27 DEFENDANT (Tenants/Occupants):

28 _____
29 _____

30 MAILING ADDRESS: _____

31 City: _____

32 State: _____ Zip: _____

33 Telephone: _____
34

35 1.

36 Tenants are in possession of the dwelling unit, premises or rental property described above or
37 located at:

38 _____
39 _____

40
41 2.

42 Landlord is entitled to possession of the property because of:

43
44 _____ 24-hour notice for personal
45 injury, substantial damage, extremely

- 1 outrageous act or unlawful occupant.
- 2 ORS 90.396 or 90.403.
- 3 _____ 24-hour or 48-hour notice for
- 4 violation of a drug or alcohol
- 5 program. ORS 90.398.
- 6 _____ 24-hour notice for perpetrating
- 7 domestic violence, sexual assault or
- 8 stalking. ORS 90.445.
- 9 _____ 72-hour notice for
- 10 nonpayment of rent in a week-to-week
- 11 tenancy. ORS 90.394 (1).
- 12 _____ 7-day notice with stated cause in
- 13 a week-to-week tenancy. ORS 90.392 (6).
- 14 _____ 10-day notice for a pet violation,
- 15 a repeat violation in a month-to-month
- 16 tenancy or without stated cause in a
- 17 week-to-week tenancy. ORS 90.392 (5),
- 18 90.405 or 90.427 (2).
- 19 _____ 10-day or 13-day notice for nonpayment
- 20 of rent. ORS 90.394 (2).
- 21 _____ 20-day notice for a repeat violation.
- 22 ORS 90.630 [(5)] (6).
- 23 _____ 30-day, 60-day or 180-day notice without
- 24 stated cause in a month-to-month
- 25 tenancy. ORS 90.427 (3)(b) or (8)(a)(B)
- 26 or (C) or 90.429.
- 27 _____ 30-day notice with stated cause.
- 28 ORS 90.392, 90.630 or 90.632 **or**
- 29 **section 2 of this 2025 Act:**
- 30 _____ The stated cause is for
- 31 nonpayment as defined in ORS 90.395.
- 32 _____ 60-day notice with stated cause.
- 33 ORS 90.632.
- 34 _____ 90-day notice with stated cause.
- 35 ORS 90.427 (5) or (7).
- 36 _____ Notice to bona fide tenants after
- 37 foreclosure sale or termination of
- 38 fixed term tenancy after foreclosure
- 39 sale. ORS 86.782 (6)(c).
- 40 _____ Other notice _____
- 41 _____ No notice (explain) _____

43 A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED

44
45

1 If the landlord uses an attorney, the case goes to trial and the landlord wins in court, the
2 landlord can collect attorney fees from the defendant pursuant to ORS 90.255 and 105.137 (3).

3 Landlord requests judgment for possession of the premises, court costs, disbursements and at-
4 torney fees.

5 I certify that the allegations and factual assertions in this complaint are true to the best of my
6 knowledge.

7
8 _____
9 Signature of landlord or agent.

10 _____
11
12 (2) The complaint must be signed by the plaintiff, or an attorney representing the plaintiff as
13 provided by ORCP 17, or verified by an agent or employee of the plaintiff or an agent or employee
14 of an agent of the plaintiff.

15 (3) A copy of the notice relied upon, if any, must be attached to the complaint.

16 **SECTION 33.** ORS 105.135 is amended to read:

17 105.135. (1) Except as provided in this section, the summons shall be served and returned as in
18 other actions.

19 (2)(a) The clerk shall calculate the first appearance, which shall be:

20 (A) Seven days after the judicial day next following payment of the filing fees; or

21 (B) If the claim for possession is brought under ORS 90.392, **90.394 or 90.630 or section 2 of**
22 **this 2025 Act [or 90.394]** for nonpayment as defined in ORS 90.395, 15 days after the judicial day
23 next following payment of the filing fees.

24 (b) The clerk may delay the first appearance by up to seven days to accommodate dates on
25 which a judge is unavailable to conduct the first appearance and, if possible, to accommodate dates
26 that the plaintiff has indicated unavailability.

27 (c) The clerk shall enter the first appearance date on the summons.

28 (d) If the claim for possession is based on nonpayment as defined in ORS 90.395, the clerk shall
29 include as part of the summons a copy of the notice described in ORS 105.136.

30 (3) Notwithstanding ORCP 10, by the end of the judicial day next following the payment of filing
31 fees:

32 (a) The clerk shall mail the summons and complaint by first class mail to the defendant at the
33 premises.

34 (b) The process server shall serve the defendant with the summons and complaint at the prem-
35 ises by personal delivery to the defendant or, if the defendant is not available for service, by at-
36 taching the summons and complaint in a secure manner to the main entrance to that portion of the
37 premises of which the defendant has possession.

38 (4) A sheriff may serve a facsimile of a summons and complaint that is transmitted to the sheriff
39 by a trial court administrator or another sheriff by means of facsimile communication. A copy of the
40 facsimile must be attached to the sheriff's return of service. Before transmitting a summons and
41 complaint to a sheriff under this subsection, the person sending the facsimile must receive confir-
42 mation by telephone from the sheriff's office that a telephonic facsimile communication device is
43 available and operating.

44 (5) The process server shall indicate the manner in which service was accomplished by promptly
45 filing with the clerk a certificate of service as provided by ORCP 7 F(2)(a).

