

House Bill 3054

Sponsored by Representative MARSH, Senators GOLDEN, CAMPOS, Representatives BOWMAN, NERON, Senators TAYLOR, WOODS; Representatives FRAGALA, HARTMAN, HELM, NATHANSON, VALDERRAMA, Senators FREDERICK, JAMA, PHAM K (Presession 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 limits rent increases and sales constraints by a landlord in a home park or marina. (Flesch Readability Score: 70.1).

Reduces maximum rent increases for rental spaces in a facility to match changes to the consumer price index. Limits to 10 percent the maximum increase in rent paid by the purchaser of a dwelling or home in a facility. Prohibits a landlord from requiring aesthetic improvements or internal inspections as conditions of sale of a dwelling or home in a facility.

Requires the Housing and Community Services Department to study water, sewer and septic systems of facilities and to report to the interim committees of the Legislative Assembly related to housing by September 15, 2026.

A BILL FOR AN ACT

1
2 Relating to residential tenancies for a space in a facility; creating new provisions; and amending
3 ORS 90.324, 90.545, 90.600 and 90.680.

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

5 **SECTION 1.** ORS 90.324 is amended to read:

6 90.324. (1) No later than September 30th of each year, the Oregon Department of Administrative
7 Services shall calculate the maximum annual rent increase percentage allowed [*by ORS 90.323 (2)*
8 *or 90.600 (1)*] for the following calendar year as:

9 (a) **For ORS 90.323**, the lesser of:

10 [(a)] (A) Ten percent; or

11 [(b)] (B) Seven percent plus [*the September annual 12-month average change in the Consumer*
12 *Price Index for All Urban Consumers, West Region (All Items), as most recently published by the*
13 *Bureau of Labor Statistics of the United States Department of Labor*] **CPI**.

14 (b) **For ORS 90.600 (1), CPI.**

15 (2) No later than September 30th of each year, the Oregon Department of Administrative Ser-
16 vices shall publish the maximum annual rent increase [*percentage*] **percentages** calculated pursuant
17 to [*subsection (1) of*] this section, along with the provisions of ORS 90.323 and 90.600, in a press re-
18 lease.

19 (3) The department shall maintain publicly available information on its website about the maxi-
20 mum annual rent increase [*percentage*] **percentages** for the previous calendar year and for the cur-
21 rent calendar year and, on or after September 30th of each year, for the following calendar year.

22 (4) **As used in this section, "CPI" means the September annual 12-month average change**
23 **in the Consumer Price Index for All Urban Consumers, West Region (All Items), as most**
24 **recently published by the Bureau of Labor Statistics of the United States Department of**
25 **Labor.**

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.

SECTION 2. ORS 90.545 is amended to read:

90.545. (1) Except as provided under subsections (2) to (6) of this section, a fixed term tenancy for space for a manufactured dwelling or floating home, upon reaching its ending date, automatically renews as a month-to-month tenancy having the same terms and conditions, other than duration and rent increases under ORS 90.600, unless the tenancy is terminated under ORS 90.380 (5)(b), 90.394, 90.396, 90.398, 90.630 or 90.632.

(2) To renew or extend a fixed term tenancy for another term, of any duration that is consistent with ORS 90.550, the landlord shall submit the proposed new rental agreement to the tenant at least 60 days prior to the ending date of the term. The landlord shall include with the proposed agreement a written statement that summarizes any new or revised terms, conditions, rules or regulations.

(3) Notwithstanding ORS 90.610 (2), a landlord's proposed new rental agreement may include new or revised terms, conditions, rules or regulations, if the new or revised terms, conditions, rules or regulations:

(a)(A) Fairly implement a statute or ordinance adopted after the creation of the existing agreement; or

(B) Are the same as those offered to new or prospective tenants in the facility at the time the proposed agreement is submitted to the tenant and for the six-month period preceding the submission of the proposed agreement or, if there have been no new or prospective tenants during the six-month period, are the same as are customary for the rental market;

(b) Are consistent with the rights and remedies provided to tenants under this chapter, including the right to keep a pet pursuant to ORS 90.530 **and limits on rent increases under ORS 90.600 (1)**;

(c) Do not relate to the age, size, style, construction material or year of construction of the manufactured dwelling or floating home contrary to ORS 90.632 (2); and

(d) Do not require an alteration of the manufactured dwelling or floating home or alteration or new construction of an accessory building or structure.

(4) A tenant shall accept or reject a landlord's proposed new rental agreement at least 30 days prior to the ending of the term by giving written notice to the landlord.

(5) If a landlord fails to submit a proposed new rental agreement as provided by subsection (2) of this section, the tenancy renews as a month-to-month tenancy as provided by subsection (1) of this section.

(6) If a tenant fails to accept or unreasonably rejects a landlord's proposed new rental agreement as provided by subsection (4) of this section, the fixed term tenancy terminates on the ending date without further notice and the landlord may take possession by complying with ORS 105.100 to 105.168.

(7) If a tenancy terminates under conditions described in subsection (6) of this section, and the tenant surrenders or delivers possession of the premises to the landlord prior to the filing of an action pursuant to ORS 105.110, the tenant has the right to enter into a written storage agreement with the landlord, with the tenant having the same rights and responsibilities as a lienholder under ORS 90.675 (20), except that the landlord may limit the term of the storage agreement to not exceed six months. Unless the parties agree otherwise, the storage agreement must commence upon the date of the termination of the tenancy. The rights under ORS 90.675 of any lienholder are delayed until the end of the tenant storage agreement.

SECTION 3. ORS 90.600 is amended to read:

90.600. (1) If a rental agreement is a month-to-month tenancy to which ORS 90.505 to 90.850

1 apply, the landlord may not increase the rent:

2 (a) Without giving each affected tenant notice in writing at least 90 days prior to the effective
3 date of the rent increase;

4 (b) More than once in any 12-month period; or

5 (c) By a percentage greater than the maximum calculated under ORS 90.324 (1).

6 (2) The written notice required by subsection (1)(a) of this section must specify:

7 (a) The amount of the rent increase;

8 (b) The amount of the new rent;

9 (c) Facts supporting the exemption authorized by subsection (3) of this section, if the increase
10 is above the amount allowed in subsection (1)(c) of this section; and

11 (d) The date on which the increase becomes effective.

12 **(3) If a former tenant has sold a manufactured dwelling or floating home that remains**
13 **on the rented space, the landlord may not require that the new tenant pay rent in an amount**
14 **greater than 10 percent of the selling tenant's rent.**

15 [(3)] (4) A landlord is not subject to subsection (1)(c) of this section if:

16 (a) The first certificate of occupancy for the dwelling unit was issued less than 15 years from
17 the date of the notice of the rent increase; or

18 (b) The dwelling unit is regulated or certified as affordable housing by a federal, state or local
19 government and the change in rent:

20 (A) Does not increase the tenant's portion of the rent; or

21 (B) Is required by program eligibility requirements or by a change in the tenant's income.

22 [(4)] (5) A landlord that increases rent in violation of subsection (1)(c) **or (3)** of this section
23 *shall be* **is** liable to the tenant in an amount equal to three months' rent plus actual damages suf-
24 fered by the tenant.

25 [(5)] (6) This section does not:

26 (a) Create a right to increase rent that does not otherwise exist.

27 [(6)] (b) [*This section does not*] Require a landlord to compromise, justify or reduce a rent in-
28 crease that the landlord otherwise is entitled to impose.

29 (7) Neither ORS 90.510 (1), requiring a landlord to provide a statement of policy, nor ORS 90.510
30 (4), requiring a landlord to provide a written rental agreement, creates a basis for tenant challenge
31 of a rent increase, judicially or otherwise.

32 (8)(a) The tenants who reside in a facility may elect one committee of seven or fewer members
33 in a facility-wide election to represent the tenants. One tenant of record for each rented space may
34 vote in the election. Upon written request from the tenants' committee, the landlord or a represen-
35 tative of the landlord shall meet with the committee within 10 to 30 days of the request to discuss
36 the tenants' nonrent concerns regarding the facility. Unless the parties agree otherwise, upon a
37 request from the tenants' committee, a landlord or representative of the landlord shall meet with the
38 tenants' committee at least once, but not more than twice, each calendar year. The meeting shall
39 be held on the premises if the facility has suitable meeting space for that purpose, or at a location
40 reasonably convenient to the tenants. After the meeting, the tenants' committee shall send a written
41 summary of the issues and concerns addressed at the meeting to the landlord. The landlord or the
42 landlord's representative shall make a good faith response in writing to the committee's summary
43 within 60 days.

44 (b) The tenants' committee may be entitled to informal dispute resolution under ORS 90.769 if
45 the landlord or landlord's representative fails to meet with the tenants' committee or fails to respond

1 in good faith to the written summary as required by paragraph (a) of this subsection.

2 **SECTION 4.** ORS 90.680 is amended to read:

3 90.680. (1) As used in this section, “consignment” means an agreement in which a tenant au-
 4 thORIZES a landlord to sell a manufactured dwelling or floating home on behalf of the tenant who
 5 owns the dwelling or home in a facility that is owned by the landlord and for which the landlord
 6 receives compensation.

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

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

12 (4)(a) A landlord may sell a tenant’s manufactured dwelling or floating home on consignment
 13 only if:

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

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

19 (i) The duration of the contract, which, unless extended in writing, may not exceed 180 days;

20 (ii) The estimated square footage of the dwelling or home, and the make, model, year, vehicle
 21 identification number and license plate number, if known;

22 (iii) The price offered for sale of the dwelling or home;

23 (iv) Whether lender financing is permitted and the amount, if any, of the earnest money deposit;

24 (v) Whether the transaction is intended to be closed through a state-licensed escrow;

25 (vi) All liens, taxes and other charges known to be in existence against the dwelling or home
 26 that must be removed before the tenant can convey marketable title to a prospective buyer;

27 (vii) The method of marketing the sale of a dwelling or home to the public, such as signs posted
 28 at the facility or through advertisements posted on the Internet or published in newspapers or in
 29 other publications;

30 (viii) The form and amount of compensation to the landlord, such as a fixed fee, a percentage
 31 of the gross sale price or another similar arrangement. If the form of compensation is a fixed fee,
 32 the contract shall state the amount; and

33 (ix) For the purpose of determining the net sale proceeds that are payable to the tenant, the
 34 manner and order by which the gross sale proceeds will be applied to liens, taxes, actual costs of
 35 sale, landlord compensation and other closing costs.

36 (C) Within 10 days after a sale, the landlord pays to the tenant the tenant’s share of the sale
 37 proceeds and provides to the tenant a written accounting for the sale proceeds.

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

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

44 (b) If the landlord advertises a manufactured dwelling or floating home for sale within the fa-
 45 cility, the tenant may advertise the sale of the tenant’s dwelling or home by posting a sign in a

1 similar manner and similar location.

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

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

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

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

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

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

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

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

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

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

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

32 (D) A list of any failures to maintain the space or to comply with any other provisions of the
33 rental agreement[, *including aesthetic or cosmetic improvements*]; and

34 (E) A statement that the landlord may require a prospective purchaser to complete repairs[,]
35 **and** maintenance [*and improvements*] as described in the notices and lists provided under subpara-
36 graphs (B) to (D) of this paragraph.

37 (b) The terms of the statement **of policy**, rental agreement and rules and regulations need not
38 be the same as those in the selling tenant’s statement, rental agreement and rules and regulations.
39 **The initial rent for the prospective purchaser is limited by ORS 90.600 (3).**

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

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

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

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

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

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

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

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

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

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

36 (c) If the prospective purchaser becomes a new tenant, the landlord may impose conditions or
 37 terms on the tenancy that are inconsistent with the terms and conditions of the seller's rental
 38 agreement only if the new tenant agrees in writing.

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

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

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

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

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

12 (a) Notwithstanding any waiver given by the landlord to the previous tenant, the landlord may
 13 require the new tenant to complete the repairs[,] **and** maintenance [*and improvements*] described in
 14 the notices provided under subsection (9)(a)(B) to (D) of this section.

15 (b) Notwithstanding ORS 90.412, if the new tenant fails to complete the repairs[,] **or** mainte-
 16 nance [*and improvements*] described in the notices provided under subsection (9)(a)(B) to (D) of this
 17 section within six months after the tenancy begins, the landlord may terminate the tenancy by giv-
 18 ing the new tenant the notice required under ORS 90.630 or 90.632.

19 **(15) A landlord may not require that a selling tenant, prospective purchaser or purchaser**
 20 **consent to the inspection of the interior of the dwelling or home, including as a condition**
 21 **of:**

22 (a) **Acceptance of the notice of sale under subsection (8)(a) of this section;**

23 (b) **Approval of a sale under this section; or**

24 (c) **Approval of a new tenancy by the purchaser.**

25 [(15)] (16) Except as provided by subsection (13) of this section, after a tenancy has ended and
 26 during the period provided by ORS 90.675 (6) and (8), a former tenant retains the right to sell the
 27 tenant’s dwelling or home to a purchaser who wishes to leave the dwelling or home on the rented
 28 space and become a tenant as provided by this section, if the former tenant makes timely periodic
 29 payment of all storage charges as provided by ORS 90.675 (7)(b), maintains the dwelling or home and
 30 the rented space on which it is stored and enters the premises only with the written permission of
 31 the landlord. Payment of the storage charges or maintenance of the dwelling or home and the space
 32 does not create or reinstate a tenancy or create a waiver pursuant to ORS 90.412 or 90.417. A for-
 33 mer tenant may not enter the premises without the written permission of the landlord, including
 34 entry to maintain the dwelling or home or the space or to facilitate a sale.

35 [(16)] (17) A landlord or tenant who sells a manufactured dwelling or floating home shall deliver
 36 title to the dwelling or home to the purchaser within 25 business days after completion of the sale.
 37 If the sale by contract requires future payments, the landlord or tenant shall notify the county that
 38 the purchaser is responsible for property tax payments.

39 **SECTION 5. On or before September 15, 2026, the Housing and Community Services De-**
 40 **partment shall study the need in manufactured dwelling parks and floating home marinas**
 41 **throughout the state to make improvements to water and sewer or septic systems, and shall**
 42 **submit a report in the manner provided by ORS 192.245 to the interim committees of the**
 43 **Legislative Assembly related to housing.**