

House Bill 3371

Sponsored by COMMITTEE ON COMMERCE AND CONSUMER PROTECTION (at the request of GoWest Credit Union Association)

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 makes landlords notify car lenders of a tenant's left behind car. (Flesch Readability Score: 67.7).

Requires landlords to notify and treat lienholders of abandoned vehicles the same as lienholders of abandoned recreational vehicles, manufactured dwellings or floating homes.

A BILL FOR AN ACT

1
2 Relating to lienholders of a residential tenant's abandoned property; amending ORS 90.425.

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

4 **SECTION 1.** ORS 90.425 is amended to read:

5 90.425. (1) As used in this section:

6 (a) "Current market value" means the amount in cash, as determined by the county assessor,
7 that could reasonably be expected to be paid for a manufactured dwelling or floating home by an
8 informed buyer to an informed seller, each acting without compulsion in an arm's-length transaction
9 occurring on the assessment date for the tax year or on the date of a subsequent reappraisal by the
10 county assessor.

11 (b) "Dispose of the personal property" means that, if reasonably appropriate, the landlord may
12 throw away the property or may give it without consideration to a nonprofit organization or to a
13 person unrelated to the landlord. The landlord may not retain the property for personal use or
14 benefit.

15 (c) "Goods" includes those goods left inside a recreational vehicle, manufactured dwelling or
16 floating home or left upon the rental space outside a recreational vehicle, manufactured dwelling
17 or floating home, whether the recreational vehicle, dwelling or home is located inside or outside of
18 a facility.

19 (d) "Lienholder" means any lienholder of an abandoned **vehicle, including a** recreational vehi-
20 cle, manufactured dwelling or floating home, if the [*lien is of record or the*] lienholder is actually
21 known to the landlord[.] **or the lien takes the form of:**

22 [*(e) "Of record" means:*]

23 (A) For a [*recreational*] vehicle, [*that is not more than eight and one-half feet wide, that*] a security
24 interest **that** has been properly recorded with the Department of Transportation pursuant to ORS
25 802.200 (1)(a)(A) and 803.097.

26 (B) For a manufactured dwelling or recreational vehicle, [*that is more than eight and one-half feet*
27 *wide, that*] a security interest **that** has been properly recorded for the manufactured dwelling or
28 recreational vehicle in the records of the Department of Consumer and Business Services pursuant
29 to ORS 446.611 or on a certificate of title issued by the Department of Transportation.

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 (C) For a floating home, *[that]* a security interest **that** has been properly recorded with the State
 2 Marine Board pursuant to ORS 830.740 to 830.755 for a home registered and titled with the board
 3 pursuant to ORS 830.715.

4 *[(f)]* (e) “Owner” means any owner of an abandoned *[recreational]* vehicle, manufactured dwelling
 5 or floating home, if different from the tenant and either of record or actually known to the landlord.

6 *[(g)]* (f)(A) “Personal property” means goods, vehicles and recreational vehicles and includes
 7 manufactured dwellings and floating homes not located in a facility.

8 (B) “Personal property” does not include manufactured dwellings and floating homes located in
 9 a facility and therefore subject to being stored, sold or disposed of as provided under ORS 90.675.

10 (2) A landlord is responsible for abandoned personal property and shall store, sell or dispose of
 11 abandoned personal property as provided by this section. This section governs the rights and obli-
 12 gations of landlords, tenants and any lienholders or owners in any personal property abandoned or
 13 left upon the premises by the tenant or any lienholder or owner in the following circumstances:

14 (a) The tenancy has ended by termination or expiration of a rental agreement or by
 15 relinquishment or abandonment of the premises and the landlord reasonably believes under all the
 16 circumstances that the tenant has left the personal property upon the premises with no intention
 17 of asserting any further claim to the premises or to the personal property;

18 (b) The tenant has been absent from the premises continuously for seven days after termination
 19 of a tenancy by a court order that has not been executed; or

20 (c) The landlord receives possession of the premises from the sheriff following restitution pur-
 21 suant to ORS 105.161.

22 (3) Prior to storing, selling or disposing of the tenant’s personal property under this section, the
 23 landlord must give a written notice to the tenant that must be:

24 (a) Personally delivered to the tenant; or

25 (b) Sent by first class mail addressed and mailed to the tenant at:

26 (A) The premises;

27 (B) Any post-office box held by the tenant and actually known to the landlord; and

28 (C) The most recent forwarding address if provided by the tenant or actually known to the
 29 landlord.

30 (4)(a) In addition to the notice required by subsection (3) of this section, in the case of an
 31 abandoned *[recreational]* vehicle, manufactured dwelling or floating home, a landlord shall also give
 32 a copy of the notice described in subsection (3) of this section to:

33 (A) Any lienholder of the *[recreational]* vehicle, manufactured dwelling or floating home;

34 (B) Any owner of the *[recreational]* vehicle, manufactured dwelling or floating home;

35 (C) The tax collector of the county where the manufactured dwelling or floating home is located;
 36 and

37 (D) The assessor of the county where the manufactured dwelling or floating home is located.

38 (b) The landlord shall give the notice copy required by this subsection by personal delivery or
 39 first class mail, except that for any lienholder, mail service must be both by first class mail and by
 40 certified mail with return receipt requested.

41 (c) A notice to lienholders under paragraph (a)(A) of this subsection must be sent to each
 42 lienholder at each address:

43 (A) Actually known to the landlord;

44 (B) Of record; and

45 (C) Provided to the landlord by the lienholder in a written notice that identifies the personal

1 property subject to the lien and that was sent to the landlord by certified mail with return receipt
 2 requested within the preceding five years. The notice must identify the personal property by de-
 3 scribing the physical address of the property.

4 (5) The notice required under subsection (3) of this section must state that:

5 (a) The personal property left upon the premises is considered abandoned;

6 (b) The tenant or any lienholder or owner must contact the landlord by a specified date, as
 7 provided in subsection (6) of this section, to arrange for the removal of the abandoned personal
 8 property;

9 (c) The personal property is stored at a place of safekeeping, except that if the property includes
 10 a manufactured dwelling or floating home, the dwelling or home must be stored on the rented space;

11 (d) The tenant or any lienholder or owner, except as provided by subsection (18) of this section,
 12 may arrange for removal of the personal property by contacting the landlord at a described tele-
 13 phone number or address on or before the specified date;

14 (e) The landlord shall make the personal property available for removal by the tenant or any
 15 lienholder or owner, except as provided by subsection (18) of this section, by appointment at rea-
 16 sonable times;

17 (f) If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b)
 18 of this section, the landlord may require payment of removal and storage charges, as provided by
 19 subsection (7)(d) of this section, prior to releasing the personal property to the tenant or any
 20 lienholder or owner;

21 (g) If the personal property is considered to be abandoned pursuant to subsection (2)(c) of this
 22 section, the landlord may not require payment of storage charges prior to releasing the personal
 23 property;

24 (h) If the tenant or any lienholder or owner fails to contact the landlord by the specified date,
 25 or after that contact, fails to remove the personal property within 30 days for manufactured
 26 dwellings and floating homes or 15 days for all other personal property, the landlord may sell or
 27 dispose of the personal property. If the landlord reasonably believes that the personal property will
 28 be eligible for disposal pursuant to subsection (10)(b) of this section and the landlord intends to
 29 dispose of the property if the property is not claimed, the notice shall state that belief and intent;
 30 and

31 (i) If the personal property includes a [*recreational*] vehicle, manufactured dwelling or floating
 32 home and if applicable, there is a lienholder or owner that has a right to claim the [*recreational*]
 33 vehicle, dwelling or home, except as provided by subsection (18) of this section.

34 (6) For purposes of subsection (5) of this section, the specified date by which a tenant, lienholder
 35 or owner must contact a landlord to arrange for the disposition of abandoned personal property is:

36 (a) For abandoned manufactured dwellings or floating homes, not less than 45 days after per-
 37 sonal delivery or mailing of the notice; or

38 (b) For all other abandoned personal property, including **vehicles or** recreational vehicles, not
 39 less than five days after personal delivery or eight days after mailing of the notice.

40 (7) After notifying the tenant as required by subsection (3) of this section, the landlord:

41 (a) Shall store any abandoned manufactured dwelling or floating home on the rented space and
 42 shall exercise reasonable care for the dwelling or home;

43 (b) Shall store all other abandoned personal property of the tenant, including goods left inside
 44 a recreational vehicle, manufactured dwelling or floating home or left upon the rented space outside
 45 a recreational vehicle, dwelling or home, in a place of safekeeping and shall exercise reasonable

1 care for the personal property, except that the landlord may:

2 (A) Promptly dispose of rotting food; and

3 (B) Allow an animal control agency to remove any abandoned pets or livestock. If an animal
4 control agency will not remove the abandoned pets or livestock, the landlord shall exercise reason-
5 able care for the animals given all the circumstances, including the type and condition of the ani-
6 mals, and may give the animals to an agency that is willing and able to care for the animals, such
7 as a humane society or similar organization;

8 (c) Except for manufactured dwellings and floating homes, may store the abandoned personal
9 property at the dwelling unit, move and store it elsewhere on the premises or move and store it at
10 a commercial storage company or other place of safekeeping; and

11 (d) Is entitled to reasonable or actual storage charges and costs incidental to storage or dis-
12 posal, including any cost of removal to a place of storage. In the case of an abandoned manufactured
13 dwelling or floating home, the storage charge may be no greater than the monthly space rent last
14 payable by the tenant.

15 (8) If a tenant, lienholder or owner, upon the receipt of the notice provided by subsection (3)
16 or (4) of this section or otherwise, responds by actual notice to the landlord on or before the spec-
17 ified date in the landlord's notice that the tenant, lienholder or owner intends to remove the per-
18 sonal property from the premises or from the place of safekeeping, the landlord must make that
19 personal property available for removal by the tenant, lienholder or owner by appointment at rea-
20 sonable times during the 15 days or, in the case of a manufactured dwelling or floating home, 30
21 days following the date of the response, subject to subsection (18) of this section. If the personal
22 property is considered to be abandoned pursuant to subsection (2)(a) or (b) of this section, but not
23 pursuant to subsection (2)(c) of this section, the landlord may require payment of removal and stor-
24 age charges, as provided in subsection (7)(d) of this section, prior to allowing the tenant, lienholder
25 or owner to remove the personal property. Acceptance by a landlord of such payment does not op-
26 erate to create or reinstate a tenancy or create a waiver pursuant to ORS 90.412 or 90.417.

27 (9) Except as provided in subsections (18) to (20) of this section, if the tenant, lienholder or
28 owner of a [*recreational*] vehicle, manufactured dwelling or floating home does not respond within
29 the time provided by the landlord's notice, or the tenant, lienholder or owner does not remove the
30 personal property within the time required by subsection (8) of this section or by any date agreed
31 to with the landlord, whichever is later, the tenant's, lienholder's or owner's personal property is
32 conclusively presumed to be abandoned. The tenant and any lienholder or owner that have been
33 given notice pursuant to subsection (3) or (4) of this section shall, except with regard to the dis-
34 tribution of sale proceeds pursuant to subsection (13) of this section, have no further right, title or
35 interest to the personal property and may not claim or sell the property.

36 (10) If the personal property is presumed to be abandoned under subsection (9) of this section,
37 the landlord then may:

38 (a) Sell the personal property at a public or private sale, provided that prior to the sale of a
39 recreational vehicle, manufactured dwelling or floating home:

40 (A) The landlord may seek to transfer ownership of record of the personal property by comply-
41 ing with the requirements of the appropriate state agency; and

42 (B) The landlord shall:

43 (i) Place a notice in a newspaper of general circulation in the county in which the recreational
44 vehicle, manufactured dwelling or floating home is located. The notice shall state:

45 (I) That the recreational vehicle, manufactured dwelling or floating home is abandoned;

- 1 (II) The tenant's and owner's name, if of record or actually known to the landlord;
- 2 (III) The address and any space number where the recreational vehicle, manufactured dwelling
- 3 or floating home is located, and any plate, registration or other identification number for a recre-
- 4 ational vehicle or floating home noted on the certificate of title, if actually known to the landlord;
- 5 (IV) Whether the sale is by private bidding or public auction;
- 6 (V) Whether the landlord is accepting sealed bids and, if so, the last date on which bids will be
- 7 accepted; and
- 8 (VI) The name and telephone number of the person to contact to inspect the recreational vehi-
- 9 cle, manufactured dwelling or floating home;
- 10 (ii) At a reasonable time prior to the sale, give a copy of the notice required by sub-
- 11 subparagraph (i) of this subparagraph to the tenant and to any lienholder and owner, by personal
- 12 delivery or first class mail, except that for any lienholder, mail service must be by first class mail
- 13 with certificate of mailing;
- 14 (iii) Obtain an affidavit of publication from the newspaper to show that the notice required un-
- 15 der sub-subparagraph (i) of this subparagraph ran in the newspaper at least one day in each of two
- 16 consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted;
- 17 and
- 18 (iv) Obtain written proof from the county that all property taxes and assessments on the manu-
- 19 factured dwelling or floating home have been paid or, if not paid, that the county has authorized the
- 20 sale, with the sale proceeds to be distributed pursuant to subsection (13) of this section;
- 21 (b) Destroy or otherwise dispose of the personal property if the landlord determines that:
- 22 (A) For a manufactured dwelling or floating home, the current market value of the property is
- 23 \$8,000 or less as determined by the county assessor;
- 24 (B) For a recreational vehicle, the current market value of the vehicle is \$4,000 or less; or
- 25 (C) For all other personal property, the reasonable current fair market value is \$1,000 or less
- 26 or so low that the cost of storage and conducting a public sale probably exceeds the amount that
- 27 would be realized from the sale; or
- 28 (c) Consistent with paragraphs (a) and (b) of this subsection, sell certain items and destroy or
- 29 otherwise dispose of the remaining personal property.
- 30 (11)(a) A public or private sale authorized by this section must:
- 31 (A) For a recreational vehicle, manufactured dwelling or floating home, be conducted consistent
- 32 with the terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including the
- 33 method, manner, time, place and terms must be commercially reasonable; or
- 34 (B) For all other personal property, be conducted under the provisions of ORS 79.0610.
- 35 (b) If there is no buyer at a sale of a manufactured dwelling or floating home, the personal
- 36 property is considered to be worth \$8,000 or less, regardless of current market value, and the land-
- 37 lord shall destroy or otherwise dispose of the personal property.
- 38 (12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the
- 39 condition of a manufactured dwelling or floating home, the landlord is not liable for the condition
- 40 of the dwelling or home to:
- 41 (a) A buyer of the dwelling or home at a sale pursuant to subsection (10)(a) of this section, with
- 42 or without consideration; or
- 43 (b) A person or nonprofit organization to whom the landlord gives the dwelling or home pursu-
- 44 ant to subsection (1)(b), (10)(b) or (11)(b) of this section.
- 45 (13)(a) The landlord may deduct from the proceeds of the sale:

1 (A) The reasonable or actual cost of notice, storage and sale; and

2 (B) Unpaid rent.

3 (b) If the sale was of a manufactured dwelling or floating home, after deducting the amounts
4 listed in paragraph (a) of this subsection, the landlord shall remit the remaining proceeds, if any, to
5 the county tax collector to the extent of any unpaid property taxes and assessments owed on the
6 dwelling or home.

7 (c) If the sale was of a [recreational] vehicle, manufactured dwelling or floating home, after de-
8 ducting the amounts listed in paragraphs (a) and (b) of this subsection, if applicable, the landlord
9 shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid balance
10 owed on the lien on the [recreational] vehicle, dwelling or home.

11 (d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if appli-
12 cable, the landlord shall remit to the tenant or owner the remaining proceeds, if any, together with
13 an itemized accounting.

14 (e) If the tenant or owner cannot after due diligence be found, the landlord shall deposit the
15 remaining proceeds with the county treasurer of the county in which the sale occurred. If not
16 claimed within three years, the deposited proceeds revert to the general fund of the county and are
17 available for general purposes.

18 (14) The county tax collector shall cancel all unpaid property taxes and assessments owed on
19 a manufactured dwelling or floating home, as provided under ORS 311.790, only under one of the
20 following circumstances:

21 (a) The landlord disposes of the manufactured dwelling or floating home after a determination
22 described in subsection (10)(b) of this section.

23 (b) There is no buyer of the manufactured dwelling or floating home at a sale described under
24 subsection (11) of this section.

25 (c)(A) There is a buyer of the manufactured dwelling or floating home at a sale described under
26 subsection (11) of this section;

27 (B) The current market value of the manufactured dwelling or floating home is \$8,000 or less;
28 and

29 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments
30 owed on the dwelling or home after distribution of the proceeds pursuant to subsection (13) of this
31 section.

32 (d)(A) The landlord buys the manufactured dwelling or floating home at a sale described under
33 subsection (11) of this section;

34 (B) The current market value of the manufactured dwelling or floating home is more than \$8,000;

35 (C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments
36 owed on the manufactured dwelling or floating home after distribution of the proceeds pursuant to
37 subsection (13) of this section; and

38 (D) The landlord disposes of the manufactured dwelling or floating home.

39 (15) The landlord is not responsible for any loss to the tenant, lienholder or owner resulting
40 from storage of personal property in compliance with this section unless the loss was caused by the
41 landlord's deliberate or negligent act. In the event of a deliberate and malicious violation, the
42 landlord is liable for twice the actual damages sustained by the tenant, lienholder or owner.

43 (16) Complete compliance in good faith with this section shall constitute a complete defense in
44 any action brought by a tenant, lienholder or owner against a landlord for loss or damage to such
45 personal property disposed of pursuant to this section.

1 (17) If a landlord does not comply with this section:

2 (a) The tenant is relieved of any liability for damage to the premises caused by conduct that
 3 was not deliberate, intentional or grossly negligent and for unpaid rent and may recover from the
 4 landlord up to twice the actual damages sustained by the tenant;

5 (b) A lienholder or owner aggrieved by the noncompliance may recover from the landlord the
 6 actual damages sustained by the lienholder or owner. ORS 90.255 does not authorize an award of
 7 attorney fees to the prevailing party in any action arising under this paragraph; and

8 (c) A county tax collector aggrieved by the noncompliance may recover from the landlord the
 9 actual damages sustained by the tax collector, if the noncompliance is part of an effort by the
 10 landlord to defraud the tax collector. ORS 90.255 does not authorize an award of attorney fees to
 11 the prevailing party in any action arising under this paragraph.

12 (18) In the case of an abandoned [*recreational*] vehicle, manufactured dwelling or floating home,
 13 the provisions of this section regarding the rights and responsibilities of a tenant to the abandoned
 14 vehicle, dwelling or home also apply to any lienholder except that the lienholder may not sell or
 15 remove the vehicle, dwelling or home unless:

16 (a) The lienholder has foreclosed its lien on the [*recreational*] vehicle, manufactured dwelling or
 17 floating home;

18 (b) The tenant or a personal representative or designated person described in subsection (20)
 19 of this section has waived all rights under this section pursuant to subsection (26) of this section;
 20 or

21 (c) The notice and response periods provided by subsections (6) and (8) of this section have ex-
 22 pired.

23 (19)(a) In the case of an abandoned manufactured dwelling or floating home but not including
 24 a dwelling or home abandoned following a termination pursuant to ORS 90.429 and except as pro-
 25 vided by subsection (20)(d) and (e) of this section, if a lienholder makes a timely response to a notice
 26 of abandoned personal property pursuant to subsections (6) and (8) of this section and so requests,
 27 a landlord shall enter into a written storage agreement with the lienholder providing that the
 28 dwelling or home may not be sold or disposed of by the landlord for up to 12 months. A storage
 29 agreement entitles the lienholder to store the personal property on the previously rented space
 30 during the term of the agreement, but does not entitle anyone to occupy the personal property.

31 (b) The lienholder's right to a storage agreement arises upon the failure of the tenant, owner
 32 or, in the case of a deceased tenant, the personal representative, designated person, heir or devisee
 33 to remove or sell the dwelling or home within the allotted time.

34 (c) To exercise the right to a storage agreement under this subsection, in addition to contacting
 35 the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder
 36 must enter into the proposed storage agreement within 60 days after the landlord gives a copy of
 37 the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement
 38 to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord
 39 may include a copy of the proposed storage agreement with the notice of abandoned property re-
 40 quired by subsection (4) of this section. A lienholder enters into a storage agreement by signing a
 41 copy of the agreement provided by the landlord and personally delivering or mailing the signed copy
 42 to the landlord within the 60-day period.

43 (d) The storage agreement may require, in addition to other provisions agreed to by the landlord
 44 and the lienholder, that:

45 (A) The lienholder make timely periodic payment of all storage charges, as described in sub-

1 section (7)(d) of this section, accruing from the commencement of the 45-day period described in
2 subsection (6) of this section. A storage charge may include a utility or service charge, as described
3 in ORS 90.562, if limited to charges for electricity, water, sewer service and natural gas and if in-
4 cidental to the storage of personal property. A storage charge may not be due more frequently than
5 monthly;

6 (B) The lienholder pay a late charge or fee for failure to pay a storage charge by the date re-
7 quired in the agreement, if the amount of the late charge is no greater than for late charges de-
8 scribed in the rental agreement between the landlord and the tenant; and

9 (C) The lienholder maintain the personal property and the space on which the personal property
10 is stored in a manner consistent with the rights and obligations described in the rental agreement
11 between the landlord and the tenant.

12 (e) During the term of an agreement described under this subsection, the lienholder has the right
13 to remove or sell the property, subject to the provisions of the lien. Selling the property includes a
14 sale to a purchaser who wishes to leave the dwelling or home on the rented space and become a
15 tenant, subject to any conditions previously agreed to by the landlord and tenant regarding the
16 landlord's approval of a purchaser or, if there was no such agreement, any reasonable conditions
17 by the landlord regarding approval of any purchaser who wishes to leave the dwelling or home on
18 the rented space and become a tenant. The landlord also may condition approval for occupancy of
19 any purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

20 (f)(A) If the lienholder violates the storage agreement, the landlord may terminate the agreement
21 by giving at least 90 days' written notice to the lienholder stating facts sufficient to notify the
22 lienholder of the reason for the termination. Unless the lienholder corrects the violation within the
23 notice period, the agreement terminates as provided and the landlord may sell or dispose of the
24 dwelling or home without further notice to the lienholder.

25 (B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph
26 for failure of the lienholder to pay a storage charge and the lienholder corrects the violation, if the
27 lienholder again violates the storage agreement by failing to pay a subsequent storage charge, the
28 landlord may terminate the agreement by giving at least 30 days' written notice to the lienholder
29 stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder
30 corrects the violation within the notice period, the agreement terminates as provided and the land-
31 lord may sell or dispose of the property without further notice to the lienholder.

32 (C) A lienholder may terminate a storage agreement at any time upon at least 14 days' written
33 notice to the landlord and may remove the property from the rented space if the lienholder has paid
34 all storage charges and other charges as provided in the agreement.

35 (g) Upon the failure of a lienholder to enter into a storage agreement as provided by this sub-
36 section or upon termination of an agreement, unless the parties otherwise agree or the lienholder
37 has sold or removed the manufactured dwelling or floating home, the landlord may sell or dispose
38 of the property pursuant to this section without further notice to the lienholder.

39 (20) If the personal property is a manufactured dwelling or floating home and is considered
40 abandoned as a result of the death of a tenant who was the only tenant and who owned the dwelling
41 or home, this section applies, except as follows:

42 (a) The following persons have the same rights and responsibilities regarding the abandoned
43 dwelling or home as a tenant:

44 (A) Any personal representative named in a will or appointed by a court to act for the deceased
45 tenant.

1 (B) Any person designated in writing by the tenant to be contacted by the landlord in the event
 2 of the tenant's death.

3 (b) The notice required by subsection (3) of this section must be:

4 (A) Sent by first class mail to the deceased tenant at the premises; and

5 (B) Personally delivered or sent by first class mail to any personal representative or designated
 6 person, if actually known to the landlord.

7 (c) The notice described in subsection (5) of this section must refer to any personal represen-
 8 tative or designated person, instead of the deceased tenant, and must incorporate the provisions of
 9 this subsection.

10 (d) If a personal representative, designated person or other person entitled to possession of the
 11 property, such as an heir or devisee, responds by actual notice to a landlord within the 45-day period
 12 provided by subsection (6) of this section and so requests, the landlord shall enter into a written
 13 storage agreement with the representative or person providing that the dwelling or home may not
 14 be sold or disposed of by the landlord for up to 90 days or until conclusion of any probate pro-
 15 ceedings, whichever is later. A storage agreement entitles the representative or person to store the
 16 personal property on the previously rented space during the term of the agreement, but does not
 17 entitle anyone to occupy the personal property. If such an agreement is entered, the landlord may
 18 not enter a similar agreement with a lienholder pursuant to subsection (19) of this section until the
 19 agreement with the personal representative or designated person ends.

20 (e) If a personal representative or other person requests that a landlord enter into a storage
 21 agreement, subsection (19)(c), (d) and (f)(C) of this section applies, with the representative or person
 22 having the rights and responsibilities of a lienholder with regard to the storage agreement.

23 (f) During the term of an agreement described under paragraph (d) of this subsection, the rep-
 24 resentative or person has the right to remove or sell the dwelling or home, including a sale to a
 25 purchaser or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave
 26 the dwelling or home on the rented space and become a tenant, subject to any conditions previously
 27 agreed to by the landlord and tenant regarding the landlord's approval for occupancy of a purchaser,
 28 heir or devisee or, if there was no such agreement, any reasonable conditions by the landlord re-
 29 garding approval for occupancy of any purchaser, heir or devisee who wishes to leave the dwelling
 30 or home on the rented space and become a tenant. The landlord also may condition approval for
 31 occupancy of any purchaser, heir or devisee of the dwelling or home upon payment of all unpaid
 32 storage charges and maintenance costs.

33 (g) If the representative or person violates the storage agreement, the landlord may terminate
 34 the agreement by giving at least 30 days' written notice to the representative or person stating facts
 35 sufficient to notify the representative or person of the reason for the termination. Unless the rep-
 36 resentative or person corrects the violation within the notice period, the agreement terminates as
 37 provided and the landlord may sell or dispose of the dwelling or home without further notice to the
 38 representative or person.

39 (h) Upon the failure of a representative or person to enter into a storage agreement as provided
 40 by this subsection or upon termination of an agreement, unless the parties otherwise agree or the
 41 representative or person has sold or removed the manufactured dwelling or floating home, the
 42 landlord may sell or dispose of the property pursuant to this section without further notice to the
 43 representative or person.

44 (21) If the personal property is other than a manufactured dwelling or floating home and is
 45 considered abandoned as a result of the death of a tenant who was the only tenant and who owned

1 the personal property, this section applies except as follows:

2 (a) The following persons have the same rights and responsibilities regarding the abandoned
3 personal property as a tenant:

4 (A) An heir or devisee.

5 (B) Any personal representative named in a will or appointed by a court to act for the deceased
6 tenant.

7 (C) Any person designated in writing by the tenant to be contacted by the landlord in the event
8 of the tenant's death.

9 (b) The notice required by subsection (3) of this section must be:

10 (A) Sent by first class mail to the deceased tenant at the premises;

11 (B) Personally delivered or sent by first class mail to any heir, devisee, personal representative
12 or designated person, if actually known to the landlord; and

13 (C) Sent by first class mail to the attention of an estate administrator of the State Treasurer.

14 (c) The notice described in subsection (5) of this section must refer to the heir, devisee, personal
15 representative, designated person or estate administrator of the State Treasurer, instead of the de-
16 ceased tenant, and must incorporate the provisions of this subsection.

17 (d) The landlord shall allow a person that is an heir, devisee or personal representative of the
18 tenant, or an estate administrator of the State Treasurer, to remove the personal property if the
19 person contacts the landlord within the period provided by subsection (6) of this section, complies
20 with the requirements of this section and provides the landlord with reasonable evidence that the
21 person is an heir, devisee or personal representative, or an estate administrator of the State
22 Treasurer.

23 (e) If no heir, devisee or personal representative of the tenant, or no estate administrator of the
24 State Treasurer, contacts the landlord within the time period provided by subsection (6) of this
25 section, the landlord shall allow removal of the personal property by the designated person of the
26 tenant, if the designated person contacts the landlord within that period and complies with the re-
27 quirements of this section and provides the landlord with reasonable evidence that the person is the
28 designated person.

29 (f) A landlord who allows removal of personal property under this subsection is not liable to
30 another person that has a claim or interest in the personal property.

31 (22) If a governmental agency determines that the condition of a manufactured dwelling or
32 floating home abandoned under this section constitutes an extreme health or safety hazard under
33 state or local law and the agency determines that the hazard endangers others in the immediate
34 vicinity and requires quick removal of the property, the landlord may sell or dispose of the property
35 pursuant to this subsection. The landlord shall comply with all provisions of this section, except as
36 follows:

37 (a) The date provided in subsection (6) of this section by which a tenant, lienholder, owner,
38 personal representative or designated person must contact a landlord to arrange for the disposition
39 of the property must be not less than 15 days after personal delivery or mailing of the notice re-
40 quired by subsection (3) of this section.

41 (b) The date provided in subsections (8) and (9) of this section by which a tenant, lienholder,
42 owner, personal representative or designated person must remove the property must be not less than
43 seven days after the tenant, lienholder, owner, personal representative or designated person contacts
44 the landlord.

45 (c) The notice required by subsection (3) of this section must be as provided in subsection (5)

1 of this section, except that:

2 (A) The dates and deadlines in the notice for contacting the landlord and removing the property
3 must be consistent with this subsection;

4 (B) The notice must state that a governmental agency has determined that the property consti-
5 tutes an extreme health or safety hazard and must be removed quickly; and

6 (C) The landlord shall attach a copy of the agency's determination to the notice.

7 (d) If the tenant, a lienholder, owner, personal representative or designated person does not re-
8 move the property within the time allowed, the landlord or a buyer at a sale by the landlord under
9 subsection (11) of this section shall promptly remove the property from the facility.

10 (e) A landlord is not required to enter into a storage agreement with a lienholder, owner, per-
11 sonal representative or designated person pursuant to subsection (19) of this section.

12 (23)(a) If an official or agency referred to in ORS 453.876 notifies the landlord that the official
13 or agency has determined that all or part of the premises is unfit for use as a result of the presence
14 of an illegal drug manufacturing site involving methamphetamine, and the landlord complies with
15 this subsection, the landlord is not required to comply with subsections (1) to (22) and (24) to (27)
16 of this section with regard to personal property left on the portion of the premises that the official
17 or agency has determined to be unfit for use.

18 (b) Upon receiving notice from an official or agency determining the premises to be unfit for use,
19 the landlord shall promptly give written notice to the tenant as provided in subsection (3) of this
20 section. The landlord shall also attach a copy of the notice in a secure manner to the main entrance
21 of the dwelling unit. The notice to the tenant shall include a copy of the official's or agency's notice
22 and state:

23 (A) That the premises, or a portion of the premises, has been determined by an official or agency
24 to be unfit for use due to contamination from the manufacture of methamphetamine and that as a
25 result subsections (1) to (22) and (24) to (27) of this section do not apply to personal property left
26 on any portion of the premises determined to be unfit for use;

27 (B) That the landlord has hired, or will hire, a contractor to assess the level of contamination
28 of the site and to decontaminate the site;

29 (C) That upon hiring the contractor, the landlord will provide to the tenant the name, address
30 and telephone number of the contractor; and

31 (D) That the tenant may contact the contractor to determine whether any of the tenant's per-
32 sonal property may be removed from the premises or may be decontaminated at the tenant's expense
33 and then removed.

34 (c) To the extent consistent with rules of the Department of Human Services, the contractor
35 may release personal property to the tenant.

36 (d) If the contractor and the department determine that the premises or the tenant's personal
37 property is not unfit for use, upon notification by the department of the determination, the landlord
38 shall comply with subsections (1) to (22) and (24) to (27) of this section for any personal property left
39 on the premises.

40 (e) Except as provided in paragraph (d) of this subsection, the landlord is not responsible for
41 storing or returning any personal property left on the portion of the premises that is unfit for use.

42 (24) In the case of an abandoned recreational vehicle, manufactured dwelling or floating home
43 that is owned by someone other than the tenant, the provisions of this section regarding the rights
44 and responsibilities of a tenant to the abandoned vehicle, dwelling or home also apply to that owner,
45 with regard only to the vehicle, dwelling or home, and not to any goods left inside or outside the

1 vehicle, dwelling or home.

2 (25) In the case of an abandoned motor vehicle, including a recreational vehicle, the procedure
3 authorized by ORS 98.830 for removal of abandoned motor vehicles from private property may be
4 used by a landlord as an alternative to the procedures required in this section.

5 (26)(a) A landlord may sell or dispose of a tenant's abandoned personal property without com-
6 plying with subsections (1) to (25) and (27) of this section if, after termination of the tenancy or no
7 more than seven days prior to the termination of the tenancy, the following parties so agree in a
8 writing entered into in good faith:

9 (A) The landlord;

10 (B) The tenant, or for an abandonment as the result of the death of a tenant who was the only
11 tenant, the personal representative, designated person or other person entitled to possession of the
12 personal property, such as an heir or devisee, as described in subsection (20) or (21) of this section;
13 and

14 (C) In the case of a manufactured dwelling, floating home or [*recreational*] vehicle, any owner
15 and any lienholder.

16 (b) A landlord may not, as part of a rental agreement, require a tenant, a personal represen-
17 tative, a designated person or any lienholder or owner to waive any right provided by this section.

18 (27) Until personal property is conclusively presumed to be abandoned under subsection (9) of
19 this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal prop-
20 erty.

21
