

# House Bill 3378

Sponsored by Representative GOMBERG; Senators ANDERSON, REYNOLDS, WEBER

## 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 requires landlords to offer nonapp keys to tenants. (Flesch Readability Score: 69.7).

Requires residential landlords to offer a method of accessing the dwelling unit other than software on tenant-owned phones or other electronic devices for the dwelling to be considered habitable.

## A BILL FOR AN ACT

1 Relating to tenant dwelling access to dwelling unit; amending ORS 90.320 and 458.395.

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

3 **SECTION 1.** ORS 90.320 is amended to read:

4 90.320. (1) A landlord shall at all times during the tenancy maintain the dwelling unit in a  
5 habitable condition. For purposes of this section, a dwelling unit shall be considered uninhabitable if  
6 it substantially lacks:  
7

8 (a) Effective waterproofing and weather protection of roof and exterior walls, including windows  
9 and doors;

10 (b) Plumbing facilities that conform to applicable law in effect at the time of installation and  
11 are maintained in good working order;

12 (c) A water supply approved under applicable law that is:

13 (A) Under the control of the tenant or landlord and is capable of producing hot and cold running  
14 water;

15 (B) Furnished to appropriate fixtures;

16 (C) Connected to a sewage disposal system approved under applicable law; and

17 (D) Maintained so as to provide safe drinking water and to be in good working order to the  
18 extent that the system can be controlled by the landlord;

19 (d) Adequate heating facilities that conform to applicable law at the time of installation and are  
20 maintained in good working order;

21 (e) Electrical lighting with wiring and electrical equipment that conform to applicable law at the  
22 time of installation and is maintained in good working order;

23 (f) Buildings, grounds and appurtenances at the time of the commencement of the rental agree-  
24 ment in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from  
25 all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control  
26 of the landlord kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary  
27 and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;

28 (g) Except as otherwise provided by local ordinance or by written agreement between the land-  
29 lord and the tenant, an adequate number of appropriate receptacles for garbage and rubbish in clean  
30 condition and good repair at the time of the commencement of the rental agreement, and the land-

**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 lord shall provide and maintain appropriate serviceable receptacles thereafter and arrange for their  
2 removal;

3 (h) Floors, walls, ceilings, stairways and railings maintained in good repair;

4 (i) Ventilating, air conditioning and other facilities and appliances, including elevators, main-  
5 tained in good repair if supplied or required to be supplied by the landlord;

6 (j) Safety from fire hazards, including a working smoke alarm or smoke detector, with working  
7 batteries if solely battery-operated, provided only at the beginning of any new tenancy when the  
8 tenant first takes possession of the premises, as provided in ORS 479.270, but not to include the  
9 tenant's testing of the smoke alarm or smoke detector as provided in ORS 90.325 (1);

10 (k) A carbon monoxide alarm, and the dwelling unit:

11 (A) Contains a carbon monoxide source; or

12 (B) Is located within a structure that contains a carbon monoxide source and the dwelling unit  
13 is connected to the room in which the carbon monoxide source is located by a door, ductwork or a  
14 ventilation shaft;

15 (L) Working locks for all dwelling entrance doors[, *and, unless contrary to applicable law,*] **and**  
16 latches for all windows, by which access may be had to [*that portion of the premises that the tenant*  
17 *is entitled under the rental agreement to occupy to the exclusion of others and keys for those locks that*  
18 *require keys; or*] **the dwelling unit;**

19 **(m) A means of unlocking locks under paragraph (L) of this subsection, including access**  
20 **control systems operated by a software application operated on a tenant's mobile phone or**  
21 **other electronic device, provided that the landlord also offers the tenant at least one alter-**  
22 **native means of access, including an access code or a fob, key card or other tangible key;**  
23 **or**

24 [*m*] **(n)** For a dwelling unit in a building where building permits for its construction were is-  
25 sued on or after April 1, 2024, adequate cooling facilities that:

26 (A) Provide cooling in at least one room of the dwelling unit, not including a bathroom;

27 (B) Conform to applicable law at the time of installation and are maintained in good working  
28 order; and

29 (C) May include central air conditioning, an air-source or ground-source heat pump or a portable  
30 air conditioning device that is provided by the landlord.

31 (2) The landlord and tenant may agree in writing that the tenant is to perform specified repairs,  
32 maintenance tasks and minor remodeling only if:

33 (a) The agreement of the parties is entered into in good faith and not for the purpose of evading  
34 the obligations of the landlord;

35 (b) The agreement does not diminish the obligations of the landlord to other tenants in the  
36 premises; and

37 (c) The terms and conditions of the agreement are clearly and fairly disclosed and adequate  
38 consideration for the agreement is specifically stated.

39 (3) Any provisions of this section that reasonably apply only to a structure that is used as a  
40 home, residence or sleeping place do not apply to a manufactured dwelling, recreational vehicle or  
41 floating home where the tenant owns the manufactured dwelling, recreational vehicle or floating  
42 home, rents the space and, in the case of a dwelling or home, the space is not in a facility. Manu-  
43 factured dwelling or floating home tenancies in which the tenant owns the dwelling or home and  
44 rents space in a facility are governed by ORS 90.730 and not by this section.

45 **SECTION 2.** ORS 458.395 is amended to read:

1       458.395. The Housing and Community Services Department shall make available on the  
2 department's website:

3       (1) A list of dates and counties in which there exists an extreme heat event for a forecast zone  
4 in this state as defined in ORS 90.355. Dates published on the website must remain on the website  
5 for at least one year.

6       (2) Information regarding relevant programs and services available to landlords to provide ade-  
7 quate cooling under ORS 90.320 [(1)(m)] **(1)(n)** or 90.730 (3)(d), including:

8       (a) Programs administered by the department;

9       (b) Information provided by the Oregon Health Authority regarding programs administered by  
10 the authority, including the list of eligible distribution entities compiled under ORS 431A.430 (5);

11       (c) Information provided by the State Department of Energy regarding programs administered  
12 by the department;

13       (d) Programs administered by the nongovernmental entity that administers public purpose  
14 charge moneys under ORS 757.612 (3)(d); and

15       (e) Federal programs, rebates or incentives, including those administered by the Bonneville  
16 Power Administration.

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