

House Bill 3525

Sponsored by Representatives HARTMAN, OWENS, HELM; Representatives GAMBA, MCDONALD, NATHANSON, WALTERS, Senators MANNING JR, MEEK, PHAM K

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 test tenants' wells and DEQ to analyze its well data. (Flesch Readability Score: 67.5).

Requires, for each dwelling unit rented by a landlord for which the source of drinking water is a well that is subject to regulation, that the landlord collect and test samples of drinking water from the dwelling unit for arsenic, E. coli and nitrates. Requires the Department of Environmental Quality to adopt implementation rules. Becomes operative on June 1, 2026.

A BILL FOR AN ACT

1
2 Relating to exempt wells that supply ground water for domestic purposes; creating new provisions;
3 and amending ORS 90.320.

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

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

6 **SECTION 2. (1) As used in this section:**

7 (a) **"Contaminants" includes arsenic, E. coli and nitrates.**

8 (b) **"Exempt well" means a well used for purposes exempt under ORS 537.545 (1)(b) or (d).**

9 (2) **If a dwelling unit has an exempt well or wells as a source of drinking water, the**
10 **landlord shall collect and test samples of drinking water for the unit and, if necessary, have**
11 **the drinking water treated or well repaired or replaced, in accordance with this section.**

12 (3) **A landlord shall ensure that each source for which drinking water is collected under**
13 **subsection (5)(a) of this section is tested as follows:**

14 (a) **The water must be tested for arsenic no later than 30 days after installing the exempt**
15 **well.**

16 (b) **Except as provided in subsection (4) of this section, the drinking water must be tested**
17 **for each contaminant at least once each year.**

18 (4) **Following a test that indicates that the drinking water does not contain any contam-**
19 **inants, the landlord is not required to test drinking water for contaminants for four years,**
20 **if the test is:**

21 (a) **The first test conducted for the dwelling unit;**

22 (b) **The first test conducted after an extension allowed under this subsection; or**

23 (c) **The second successful annual test conducted over two consecutive years following a**
24 **failed test.**

25 (5) **A landlord subject to this section:**

26 (a) **Shall collect samples of water from a dwelling unit's primary dispenser of drinking**
27 **water and may collect supplementary samples of water from a dwelling unit's other**
28 **dispensers of drinking water or from a dwelling unit's wellhead;**

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 (b) May delegate the landlord's duty to collect samples of drinking water under paragraph
2 (a) of this subsection to a tenant if the landlord and the tenant agree to the delegation in
3 writing and the agreement is made in good faith and for adequate consideration; and

4 (c) Shall, when submitting samples of drinking water collected under this section to a
5 laboratory for testing:

6 (A) Take reasonable steps to confirm that the laboratory is accredited as provided in
7 subsection (6)(a) of this section;

8 (B) Inform the laboratory that the testing is required pursuant to this section; and

9 (C) Request that the laboratory report the results of the test to the Department of En-
10 vironmental Quality.

11 (6) A laboratory conducting a test pursuant to this section:

12 (a) Must be accredited under the environmental laboratory accreditation program estab-
13 lished under ORS 438.615;

14 (b) Shall electronically report the results of the test to the department in a form and
15 manner prescribed by the department, which may include reporting of the results through
16 electronic mail using a spreadsheet; and

17 (c) Shall send the full laboratory report to the landlord, and to the tenant if requested
18 by the landlord, in a form showing the absence or presence of E. coli and the concentration
19 of other contaminants in milligrams per liter or parts per million.

20 (7) Each time the landlord has drinking water tested for a contaminant under this sec-
21 tion, the landlord shall provide the results of the test to the tenant no less than 30 days after
22 receiving the results in a form:

23 (a) As provided to the landlord under subsection (6)(c) of this section; or

24 (b) Showing only the tests performed and whether the dwelling unit passed or failed each
25 test and notifying the tenant that the tenant may obtain or inspect the full laboratory report
26 upon request. This form must be substantially in the format adopted by the department un-
27 der subsection (10)(a) of this section.

28 (8) Prior to assessing a screening charge or entering into a rental agreement for a
29 dwelling unit for which a landlord must collect and test drinking water under this section,
30 the landlord must provide to the tenant written notice providing:

31 (a) That the dwelling unit has an exempt well as a source of drinking water;

32 (b) The dates and the results of the most recent test for each contaminant, in a form
33 described in subsection (7) of this section, or a statement that the contaminant has not yet
34 been tested for; and

35 (c) The latest date by which the next test for each contaminant must be conducted.

36 (9) If the results of a test conducted under this section indicate that the drinking water
37 collected under this section contains any amount of E. coli or an amount of other contam-
38 inants that exceeds the maximum contamination level in drinking water as established by
39 the United States Environmental Protection Agency, the landlord shall, as soon as practica-
40 ble:

41 (a) Provide the results of the test to the tenant as required under subsection (7) of this
42 section;

43 (b) Notify the tenant of the date on which the landlord will:

44 (A) Treat the drinking water or repair or replace the exempt well, or, if the landlord has
45 already treated the drinking water or repaired or replaced the well, the date on which it was

1 done; and

2 (B) Next test the drinking water;

3 (c) Provide the tenant with the handout adopted by the department under subsection
4 (10)(b) of this section;

5 (d) Treat the drinking water or repair or replace the exempt well;

6 (e) Collect, test and treat the drinking water as provided in this section; and

7 (f) Thereafter retest the exempt well according to a schedule set by rule by the depart-
8 ment, notwithstanding subsections (3) and (4) of this section.

9 (10) The department shall adopt rules to implement this section, including rules specify-
10 ing the content of:

11 (a) A form that a landlord subject to this section must use to provide information de-
12 scribed in subsection (7)(b) of this section. The form must include:

13 (A) A section that must be filled out by the landlord to indicate, in plain language,
14 whether the dwelling unit passed or failed each test; and

15 (B) A section that may be filled out by the landlord to indicate the absence or presence
16 in the drinking water of E. coli and the concentration of other contaminants in milligrams
17 per liter or parts per million.

18 (b) A handout providing information on testing drinking water for contaminants and the
19 impact that drinking water that contains contaminants can have on a person's health.

20 (11) This section does not apply to a dwelling unit that is part of a premises subject to
21 regulation under ORS 448.119 to 448.285, 454.235 and 454.255, as described in ORS 448.119.

22 (12) If a landlord fails to conduct a test or disclose test results as required by this sec-
23 tion, the tenant may recover the greater of actual damages or \$300.

24 **SECTION 3.** Between January 1, 2026, and the operative date specified in section 5 of this
25 2025 Act, and notwithstanding section 2 (3)(b) of this 2025 Act, for each dwelling unit that,
26 on the operative date specified in section 5 of this 2025 Act, is subject to section 2 of this 2025
27 Act, the landlord shall sample, test for all contaminants and, if necessary, remedy the
28 drinking water as provided under section 2 of this 2025 Act.

29 **SECTION 4.** ORS 90.320 is amended to read:

30 90.320. (1) A landlord shall at all times during the tenancy maintain the dwelling unit in a
31 habitable condition. For purposes of this section, a dwelling unit shall be considered uninhabitable if
32 it substantially lacks:

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

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

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

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

40 (B) Furnished to appropriate fixtures;

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

42 (D) Maintained so as to provide safe drinking water, **including as required under section 2**
43 **of this 2025 Act for a dwelling unit with an exempt well as a source of its drinking water**, and
44 to be in good working order to the extent that the system can be controlled by the landlord;

45 (d) Adequate heating facilities that conform to applicable law at the time of installation and are

1 maintained in good working order;

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

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

9 (g) Except as otherwise provided by local ordinance or by written agreement between the land-
10 lord and the tenant, an adequate number of appropriate receptacles for garbage and rubbish in clean
11 condition and good repair at the time of the commencement of the rental agreement, and the land-
12 lord shall provide and maintain appropriate serviceable receptacles thereafter and arrange for their
13 removal;

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

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

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

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

22 (A) Contains a carbon monoxide source; or

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

26 (L) Working locks for all dwelling entrance doors, and, unless contrary to applicable law,
27 latches for all windows, by which access may be had to that portion of the premises that the tenant
28 is entitled under the rental agreement to occupy to the exclusion of others and keys for those locks
29 that require keys; or

30 (m) For a dwelling unit in a building where building permits for its construction were issued on
31 or after April 1, 2024, adequate cooling facilities that:

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

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

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

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

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

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

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

45 (3) Any provisions of this section that reasonably apply only to a structure that is used as a

1 home, residence or sleeping place do not apply to a manufactured dwelling, recreational vehicle or
2 floating home where the tenant owns the manufactured dwelling, recreational vehicle or floating
3 home, rents the space and, in the case of a dwelling or home, the space is not in a facility. Manu-
4 factured dwelling or floating home tenancies in which the tenant owns the dwelling or home and
5 rents space in a facility are governed by ORS 90.730 and not by this section.

6 **SECTION 5. Section 2 of this 2025 Act and the amendments to ORS 90.320 by section 4**
7 **of this 2025 Act become operative on June 1, 2026.**

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