

House Bill 3642

Sponsored by Representative RESCHKE; Representatives BOICE, HARBICK, JAVADI, OSBORNE, WRIGHT, YUNKER

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 landlords to end tenancies and raise rents without limit. (Flesch Readability Score: 67.7).

Allows landlords to terminate month-to-month residential tenancies without cause. Repeals limits on increases to rent.

A BILL FOR AN ACT

Relating to residential tenancies; creating new provisions; amending ORS 90.100, 90.220, 90.323, 90.427, 90.600, 90.643, 105.124 and 456.267; and repealing ORS 90.324.

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

SECTION 1. ORS 90.427 is amended to read:

90.427. (1) As used in this section[:],

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

[(b)] "*Immediate family*" means:[]

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

[(B)] *An unmarried parent of a joint child;*]

[(C)] *A child, grandchild, foster child, ward or guardian; or]*

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

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

[(3)] *If a tenancy is a month-to-month tenancy:*]

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

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

[(c)] *Except as provided in subsection (8) of this section, at any time after the first year of occupancy, the landlord may terminate the tenancy only:*]

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

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) For a qualifying landlord reason for termination and with notice in writing as described in*
 2 *subsections (5) and (6) of this section.]*

3 *[(4) If the tenancy is a fixed term tenancy:]*

4 *[(a) The landlord may terminate the tenancy during the fixed term only for cause and with notice*
 5 *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.]*

6 *[(b) If the specified ending date for the fixed term falls within the first year of occupancy, the*
 7 *landlord may terminate the tenancy without cause by giving the tenant notice in writing not less than*
 8 *30 days prior to the specified ending date for the fixed term, or 30 days prior to the date designated*
 9 *in the notice for the termination of the tenancy, whichever is later.]*

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

13 *[(A) The landlord and tenant agree to a new fixed term tenancy;]*

14 *[(B) The tenant gives notice in writing not less than 30 days prior to the specified ending date for*
 15 *the fixed term or the date designated in the notice for the termination of the tenancy, whichever is later;*
 16 *or]*

17 *[(C) The landlord has a qualifying reason for termination and gives notice as specified in sub-*
 18 *sections (5) to (7) of this section.]*

19 *[(5) The landlord may terminate a month-to-month tenancy under subsection (3)(c)(B) of this section*
 20 *at any time, or may terminate a fixed term tenancy upon the expiration of the fixed term under sub-*
 21 *section (4)(c) of this section, by giving the tenant notice in writing not less than 90 days prior to the*
 22 *date designated in the notice for the termination of the month-to-month tenancy or the specified ending*
 23 *date for the fixed term, whichever is later, if:]*

24 *[(a) The landlord intends to demolish the dwelling unit or convert the dwelling unit to a use other*
 25 *than residential use within a reasonable time;]*

26 *[(b) The landlord intends to undertake repairs or renovations to the dwelling unit within a rea-*
 27 *sonable time and:]*

28 *[(A) The premises is unsafe or unfit for occupancy; or]*

29 *[(B) The dwelling unit will be unsafe or unfit for occupancy during the repairs or renovations;]*

30 *[(c) The landlord intends for the landlord or a member of the landlord's immediate family to occupy*
 31 *the dwelling unit as a primary residence and the landlord does not own a comparable unit in the same*
 32 *building that is available for occupancy at the same time that the tenant receives notice to terminate the*
 33 *tenancy; or]*

34 *[(d) The landlord has:]*

35 *[(A) Accepted an offer to purchase the dwelling unit separately from any other dwelling unit from*
 36 *a person who intends in good faith to occupy the dwelling unit as the person's primary residence;*
 37 *and]*

38 *[(B) Provided the notice and written evidence of the offer to purchase the dwelling unit, to the*
 39 *tenant not more than 120 days after accepting the offer to purchase.]*

40 *[(6)(a) A landlord that terminates a tenancy under subsection (5) of this section shall:]*

41 *[(A) Specify in the termination notice the reason for the termination and supporting facts;]*

42 *[(B) State that the rental agreement will terminate upon a designated date not less than 90 days*
 43 *after delivery of the notice; and]*

44 *[(C) At the time the landlord delivers the tenant the notice to terminate the tenancy, pay the tenant*
 45 *an amount equal to one month's periodic rent.]*

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

3 ***[(7) A fixed term tenancy does not become a month-to-month tenancy upon the expiration of the***
 4 ***fixed term if the landlord gives the tenant notice in writing not less than 90 days prior to the specified***
 5 ***ending date for the fixed term or 90 days prior to the date designated in the notice for the termination***
 6 ***of the tenancy, whichever is later, and:]***

7 ***[(a) The tenant has committed three or more violations of the rental agreement within the preceding***
 8 ***12-month period and the landlord has given the tenant a written warning notice at the time of each***
 9 ***violation;]***

10 ***[(b) Each written warning notice:]***

11 ***[(A) Specifies the violation;]***

12 ***[(B) States that the landlord may choose to terminate the tenancy at the end of the fixed term if***
 13 ***there are three violations within a 12-month period preceding the end of the fixed term; and]***

14 ***[(C) States that correcting the third or subsequent violation is not a defense to termination under***
 15 ***this subsection; and]***

16 ***[(c) The 90-day notice of termination:]***

17 ***[(A) States that the rental agreement will terminate upon the specified ending date for the fixed***
 18 ***term or upon a designated date not less than 90 days after delivery of the notice, whichever is later;]***

19 ***[(B) Specifies the reason for the termination and supporting facts; and]***

20 ***[(C) Is delivered to the tenant concurrent with or after the third or subsequent written warning***
 21 ***notice.]***

22 ***[(8) If the tenancy is for occupancy in a dwelling unit that is located in the same building or on***
 23 ***the same property as the landlord's primary residence, and the building or the property contains not***
 24 ***more than two dwelling units, the landlord may terminate the tenancy at any time after the first year***
 25 ***of occupancy:]***

26 ***[(a) For a month-to-month tenancy:]***

27 ***[(A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396,***
 28 ***90.398, 90.405, 90.440 or 90.445;]***

29 ***[(B) Without cause by giving the tenant notice in writing not less than 60 days prior to the date***
 30 ***designated in the notice for the termination of the tenancy; or]***

31 ***[(C) Without cause by giving the tenant notice in writing not less than 30 days prior to the date***
 32 ***designated in the notice for the termination of the tenancy if:]***

33 ***[(i) The dwelling unit is purchased separately from any other dwelling unit;]***

34 ***[(ii) The landlord has accepted an offer to purchase the dwelling unit from a person who intends***
 35 ***in good faith to occupy the dwelling unit as the person's primary residence; and]***

36 ***[(iii) The landlord has provided the notice, and written evidence of the offer to purchase the***
 37 ***dwelling unit, to the tenant not more than 120 days after accepting the offer to purchase.]***

38 ***[(b) For a fixed term tenancy:]***

39 ***[(A) During the term of the tenancy, only for cause and with notice as described in ORS 86.782***
 40 ***(6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or]***

41 ***[(B) At any time during the fixed term, without cause by giving the tenant notice in writing not less***
 42 ***than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date desig-***
 43 ***nated in the notice for the termination of the tenancy, whichever is later.]***

44 ***[(9)(a) If a landlord terminates a tenancy in violation of subsection (3)(c)(B), (4)(c), (5), (6) or (7)***
 45 ***of this section:]***

1 [(A) *The landlord shall be liable to the tenant in an amount equal to three months' rent in addition*
2 *to actual damages sustained by the tenant as a result of the tenancy termination; and]*

3 [(B) *The tenant has a defense to an action for possession by the landlord.*]

4 [(b) *A tenant is entitled to recovery under paragraph (a) of this subsection if the tenant commences*
5 *an action asserting the claim within one year after the tenant knew or should have known that the*
6 *landlord terminated the tenancy in violation of this section.*]

7 **(3) If a tenancy is a month-to-month tenancy:**

8 **(a) A tenant may terminate the tenancy by giving a written termination notice to the**
9 **landlord at least 30 days before the termination date specified in the notice.**

10 **(b) A landlord may terminate the tenancy by giving a written termination notice to a**
11 **tenant at least:**

12 **(A) Thirty days before the termination date specified in the notice, if notice is given**
13 **during the first year of occupancy; or**

14 **(B) Sixty days before the termination date specified in the notice, if notice is given after**
15 **the first year of occupancy.**

16 **(4) If a tenancy is for a fixed term and by its terms becomes a month-to-month tenancy**
17 **after the fixed term, during the fixed term, a landlord or tenant may terminate the tenancy**
18 **by giving a termination notice to the other at least 30 days before the termination date**
19 **specified in the notice. The termination date may not be earlier than the last day of the fixed**
20 **term.**

21 **(5) If a tenancy is for a fixed term, the tenancy terminates on the end date of the fixed**
22 **term without notice from any party, unless:**

23 **(a) The parties extend or renew the tenancy in writing or by a means specified in the**
24 **rental agreement; or**

25 **(b) The rental agreement specifies that the tenancy becomes a month-to-month tenancy**
26 **after the fixed term.**

27 [(10)] **(6) The tenancy shall terminate on the date designated in a termination notice and**
28 **without regard to the expiration of the period for which, by the terms of the tenancy, rents are to**
29 **be paid. Unless otherwise agreed, rent is uniformly apportionable from day to day.**

30 [(11)] **(7) If the tenant remains in possession without the landlord's consent after expiration of**
31 **the term of the rental agreement or its termination, the landlord may bring an action for possession.**
32 **In addition, the landlord may recover from the tenant any actual damages resulting from the tenant**
33 **holding over, including the value of any rent accruing from the expiration or termination of the**
34 **rental agreement until the landlord knows or should know that the tenant has relinquished pos-**
35 **session to the landlord. If the landlord consents to the tenant's continued occupancy, ORS 90.220 (7)**
36 **applies.**

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

39 **(b) [Notwithstanding paragraph (a) of this subsection,] A landlord or tenant may include in a**
40 **[notice of termination given under subsection (2), (3)(a) or (b), (8)(a)(B) or (C) or (8)(b) of] termination**
41 **notice given under this section an explanation of the reason for the termination without having to**
42 **prove the reason. An explanation does not give the person receiving the notice of termination a**
43 **right to cure the reason if the notice states that:**

44 **(A) The notice is given without stated cause;**

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

(C) The person giving the notice need not prove the reason for the termination in a court action.
 [(13)] (9) Subsections (2) to [(9)] (5) of this section do not apply to a month-to-month tenancy subject to ORS 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to 90.850.

SECTION 2. The amendments to ORS 90.427 by section 1 of this 2025 Act apply to termination notices given on or after the effective date of this 2025 Act.

SECTION 3. ORS 90.323 is amended to read:

90.323. (1) If a tenancy is a week-to-week tenancy, the landlord may not increase the rent without giving the tenant written notice at least seven days prior to the effective date of the rent increase.

(2) During any tenancy other than week-to-week, the landlord may not increase the rent[:]

[(a) During the first year after the tenancy begins.]

[(b) At any time after the first year of the tenancy] without giving the tenant written notice at least 90 days prior to the effective date of the rent increase.

[(c) More than once in any 12-month period.]

[(d) Except as permitted under subsection (5) of this section, by a percentage greater than the maximum calculated under ORS 90.324 (1).]

(3) The notices required under this section must specify:

(a) The amount of the rent increase;

(b) The amount of the new rent; **and**

[(c) Facts supporting the exemption authorized by subsection (5) of this section, if the increase is above the amount allowed in subsection (2)(d) of this section; and]

[(d)] (c) The date on which the increase becomes effective.

[(4) A landlord terminating a tenancy with a 30-day notice without cause as authorized by ORS 90.427 (3) or (4) during the first year of a tenancy may not charge rent for the next tenancy in an amount greater than the maximum amount the landlord could have charged the terminated tenancy under this section.]

[(5) A landlord is not subject to subsection (2)(d) or (4) of this section if:]

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

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

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

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

[(6) A landlord that increases rent in violation of subsection (2)(d) or (4) of this section is liable to the tenant in an amount equal to three months' rent plus actual damages suffered by the tenant.]

[(7)] (4) This section does not apply to tenancies governed by ORS 90.505 to 90.850.

SECTION 4. 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 apply, the landlord may not increase the rent[:]

[(a)] without giving each affected tenant notice in writing at least 90 days prior to the effective date of the rent increase[;].

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

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

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

(a) The amount of the rent increase;

(b) The amount of the new rent; **and**

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

[(d)] (c) The date on which the increase becomes effective.

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

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

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

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

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

[(4) A landlord that increases rent in violation of subsection (1)(c) of this section shall be liable to the tenant in an amount equal to three months' rent plus actual damages suffered by the tenant.]

[(5)] (3) This section does not create a right to increase rent that does not otherwise exist.

[(6)] (4) This section does not require a landlord to compromise, justify or reduce a rent increase that the landlord otherwise is entitled to impose.

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

[(8)(a)] (6)(a) The tenants who reside in a facility may elect one committee of seven or fewer members in a facility-wide election to represent the tenants. One tenant of record for each rented space may vote in the election. Upon written request from the tenants' committee, the landlord or a representative of the landlord shall meet with the committee within 10 to 30 days of the request to discuss the tenants' nonrent concerns regarding the facility. Unless the parties agree otherwise, upon a request from the tenants' committee, a landlord or representative of the landlord shall meet with the tenants' committee at least once, but not more than twice, each calendar year. The meeting shall be held on the premises if the facility has suitable meeting space for that purpose, or at a location reasonably convenient to the tenants. After the meeting, the tenants' committee shall send a written summary of the issues and concerns addressed at the meeting to the landlord. The landlord or the landlord's representative shall make a good faith response in writing to the committee's summary within 60 days.

(b) The tenants' committee may be entitled to informal dispute resolution under ORS 90.769 if the landlord or landlord's representative fails to meet with the tenants' committee or fails to respond in good faith to the written summary as required by paragraph (a) of this subsection.

SECTION 5. The amendments to ORS 90.323 and 90.600 by sections 3 and 4 of this 2025 Act apply to rent increases for which notice is given on or after the effective date of this 2025 Act.

SECTION 6. ORS 90.324 is repealed.

SECTION 7. ORS 90.100 is amended to read:

90.100. As used in this chapter, unless the context otherwise requires:

(1) "Accessory building or structure" means any portable, demountable or permanent structure, including but not limited to cabanas, ramadas, storage sheds, garages, awnings, carports, decks, steps, ramps, piers and pilings, that is:

(a) Owned and used solely by a tenant of a manufactured dwelling or floating home; or

(b) Provided pursuant to a written rental agreement for the sole use of and maintenance by a tenant of a manufactured dwelling or floating home.

(2) "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding in which rights are determined, including an action for possession.

(3) "Applicant screening charge" means any payment of money required by a landlord of an applicant prior to entering into a rental agreement with that applicant for a residential dwelling unit, the purpose of which is to pay the cost of processing an application for a rental agreement for a residential dwelling unit.

(4) "Attorney" includes an associate member of the Oregon State Bar practicing law within the member's approved scope of practice.

(5) "Bias crime" has the meaning given that term in ORS 147.380.

(6) "Building and housing codes" includes any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit.

(7) "Carbon monoxide alarm" has the meaning given that term in ORS 105.836.

(8) "Carbon monoxide source" has the meaning given that term in ORS 105.836.

(9) "Conduct" means the commission of an act or the failure to act.

(10) "DBH" means the diameter at breast height, which is measured as the width of a standing tree at four and one-half feet above the ground on the uphill side.

(11) "Dealer" means any person in the business of selling, leasing or distributing new or used manufactured dwellings or floating homes to persons who purchase or lease a manufactured dwelling or floating home for use as a residence.

(12) "Domestic violence" means:

(a) Abuse between family or household members, as those terms are defined in ORS 107.705; or

(b) Abuse, as defined in ORS 107.705, between partners in a dating relationship.

(13) "Drug and alcohol free housing" means a dwelling unit described in ORS 90.243.

(14) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household. "Dwelling unit" regarding a person who rents a space for a manufactured dwelling or recreational vehicle or regarding a person who rents moorage space for a floating home as defined in ORS 830.700, but does not rent the home, means the space rented and not the manufactured dwelling, recreational vehicle or floating home itself.

(15) "Essential service" means:

(a) For a tenancy not consisting of rental space for a manufactured dwelling, floating home or recreational vehicle owned by the tenant and not otherwise subject to ORS 90.505 to 90.850:

(A) Heat, plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exterior doors, latches for windows and any cooking appliance or refrigerator supplied or required to be supplied by the landlord; and

(B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.320, the lack or violation of which creates a serious threat to the tenant's health, safety or property or makes the dwelling unit unfit for occupancy.

(b) For a tenancy consisting of rental space for a manufactured dwelling, floating home or recreational vehicle owned by the tenant or that is otherwise subject to ORS 90.505 to 90.850:

(A) Sewage disposal, water supply, electrical supply and, if required by applicable law, any drainage system; and

(B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.730, the lack or violation of which creates a serious threat to the tenant's health, safety or property or makes the rented space unfit for occupancy.

(16) "Facility" means a manufactured dwelling park or a marina.

(17) "Fee" means a nonrefundable payment of money.

(18) "First class mail" does not include certified or registered mail, or any other form of mail that may delay or hinder actual delivery of mail to the recipient.

(19) "Fixed term tenancy" means a tenancy that has a fixed term of existence, continuing to a specific ending date and terminating on that date without requiring further notice to effect the termination.

(20) "Floating home" has the meaning given that term in ORS 830.700. "Floating home" includes an accessory building or structure.

(21) "Good faith" means honesty in fact in the conduct of the transaction concerned.

(22) "Hazard tree" means a tree that:

(a) Is located on a rented space in a manufactured dwelling park;

(b) Measures at least eight inches DBH; and

(c) Is considered, by an arborist licensed as a landscape construction professional pursuant to ORS 671.560 and certified by the International Society of Arboriculture, to pose an unreasonable risk of causing serious physical harm or damage to individuals or property in the near future.

(23) "Hotel or motel" means "hotel" as that term is defined in ORS 699.005.

(24) "Informal dispute resolution" includes voluntary consultation between the landlord or landlord's agent and one or more tenants or voluntary mediation utilizing the services of a third party, but does not include mandatory mediation or arbitration.

(25) "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building or premises of which it is a part. "Landlord" includes a person who is authorized by the owner, lessor or sublessor to manage the premises or to enter into a rental agreement.

(26) "Landlord's agent" means a person who has oral or written authority, either express or implied, to act for or on behalf of a landlord.

(27) "Last month's rent deposit" means a type of security deposit, however designated, the primary function of which is to secure the payment of rent for the last month of the tenancy.

(28) "Manufactured dwelling" means a residential trailer, a mobile home or a manufactured home as those terms are defined in ORS 446.003 or a prefabricated structure. "Manufactured dwelling" includes an accessory building or structure.

(29) "Manufactured dwelling park" means a place where four or more manufactured dwellings are located, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee.

(30) "Marina" means a moorage of contiguous dwelling units that may be legally transferred as a single unit and are owned by one person where four or more floating homes are secured, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee.

(31) "Marina purchase association" means a group of three or more tenants who reside in a marina and have organized for the purpose of eventual purchase of the marina.

(32) "Month-to-month tenancy" means a tenancy that automatically renews and continues for successive monthly periods on the same terms and conditions originally agreed to, or as revised by the parties, until terminated by one or both of the parties.

(33) "Organization" includes a corporation, government, governmental subdivision or agency,

business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity.

(34) "Owner" includes a mortgagee in possession and means one or more persons, jointly or severally, in whom is vested:

(a) All or part of the legal title to property; or

(b) All or part of the beneficial ownership and a right to present use and enjoyment of the premises.

(35) "Person" includes an individual or organization.

(36) "Prefabricated structure" means a structure that is substantially constructed or assembled using closed construction at an off-site location in compliance with the state building code and that is sited and occupied by the owner in compliance with local codes.

(37) "Premises" means:

(a) A dwelling unit and the structure of which it is a part and facilities and appurtenances therein;

(b) Grounds, areas and facilities held out for the use of tenants generally or the use of which is promised to the tenant; and

(c) A facility for manufactured dwellings or floating homes.

(38) "Prepaid rent" means any payment of money to the landlord for a rent obligation not yet due. In addition, "prepaid rent" means rent paid for a period extending beyond a termination date.

(39) "Recreational vehicle" has the meaning given that term in ORS 174.101.

(40) "Recreational vehicle park" has the meaning given that term in ORS 197.492.

(41)(a) "Rent" means any payment to be made to the landlord under the rental agreement, periodic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a dwelling unit to the exclusion of others and to use the premises.

(b) "Rent" does not include security deposits, fees or utility or service charges as described in ORS 90.315 (4) and 90.562.

(42) "Rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under ORS 90.262 or 90.510 (6) embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises. "Rental agreement" includes a lease. A rental agreement is either a week-to-week tenancy, month-to-month tenancy or fixed term tenancy.

(43) "Roomer" means a person occupying a dwelling unit that does not include a toilet and either a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and where one or more of these facilities are used in common by occupants in the structure.

(44) "Screening or admission criteria" means a written statement of any factors a landlord considers in deciding whether to accept or reject an applicant and any qualifications required for acceptance. "Screening or admission criteria" includes, but is not limited to, the rental history, character references, public records, criminal records, credit reports, credit references and incomes or resources of the applicant.

(45) "Security deposit" means a refundable payment or deposit of money, however designated, the primary function of which is to secure the performance of a rental agreement or any part of a rental agreement. "Security deposit" does not include a fee.

(46) "Sexual assault" has the meaning given that term in ORS 147.450.

(47) "Squatter" means a person occupying a dwelling unit who is not so entitled under a rental agreement or who is not authorized by the tenant to occupy that dwelling unit. "Squatter" does not include a tenant who holds over as described in ORS 90.427 [(11)] (7).

(48) "Stalking" means the behavior described in ORS 163.732.

(49) "Statement of policy" means the summary explanation of information and facility policies to be provided to prospective and existing tenants under ORS 90.510.

(50) "Surrender" means an agreement, express or implied, as described in ORS 90.148 between a landlord and tenant to terminate a rental agreement that gave the tenant the right to occupy a dwelling unit.

(51) "Tenant":

(a) Except as provided in paragraph (b) of this subsection:

(A) Means a person, including a roomer, entitled under a rental agreement to occupy a dwelling unit to the exclusion of others, including a dwelling unit owned, operated or controlled by a public housing authority.

(B) Means a minor, as defined and provided for in ORS 109.697.

(b) For purposes of ORS 90.505 to 90.850, means only a person who owns and occupies as a residence a manufactured dwelling or a floating home in a facility and persons residing with that tenant under the terms of the rental agreement.

(c) Does not mean a guest or temporary occupant.

(52) "Transient lodging" means a room or a suite of rooms.

(53) "Transient occupancy" means occupancy in transient lodging that has all of the following characteristics:

(a) Occupancy is charged on a daily basis and is not collected more than six days in advance;

(b) The lodging operator provides maid and linen service daily or every two days as part of the regularly charged cost of occupancy; and

(c) The period of occupancy does not exceed 30 days.

(54) "Vacation occupancy" means occupancy in a dwelling unit, not including transient occupancy in a hotel or motel, that:

(a) Has all of the following characteristics:

(A) The occupant rents the unit for vacation purposes only, not as a principal residence;

(B) The occupant has a principal residence other than at the unit; and

(C) The period of authorized occupancy does not exceed 45 days; or

(b) Is for the rental of a space in a recreational vehicle park on which a recreational vehicle owned by the occupant will be located and for which:

(A) The occupant rents the unit for vacation purposes only, not as a principal residence;

(B) The occupant has a principal residence other than at the space;

(C) The period of authorized occupancy does not exceed 90 days;

(D) The recreational vehicle is required to be removed from the park at the end of the occupancy period before a new occupancy may begin; and

(E) A written agreement is signed by the occupant that substantially states: "Your occupancy of this recreational vehicle park is a vacation occupancy and is NOT subject to the Oregon Residential Landlord and Tenant Act (ORS chapter 90)."

(55) "Victim" means:

(a) The person against whom an incident related to domestic violence, sexual assault, bias crime or stalking is perpetrated; or

(b) The parent or guardian of a minor household member against whom an incident related to domestic violence, sexual assault, bias crime or stalking is perpetrated, unless the parent or guardian is the perpetrator.

(56) "Week-to-week tenancy" means a tenancy that has all of the following characteristics:

(a) Occupancy is charged on a weekly basis and is payable no less frequently than every seven days;

(b) There is a written rental agreement that defines the landlord's and the tenant's rights and responsibilities under this chapter; and

(c) There are no fees or security deposits, although the landlord may require the payment of an applicant screening charge, as provided in ORS 90.295.

SECTION 8. ORS 90.220 is amended to read:

90.220. (1) A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other rule of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

(2) The terms of a fixed term tenancy, including the amount of rent, may not be unilaterally amended by the landlord or tenant.

(3) The landlord shall provide the tenant with a copy of any written rental agreement and all amendments and additions thereto.

(4) Except as provided in this subsection, the rental agreement must include a disclosure of the smoking policy for the premises that complies with ORS 479.305. A disclosure of smoking policy is not required in a rental agreement subject to ORS 90.505 to 90.850 for space in a facility as defined in ORS 90.100.

(5) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to which ORS 90.100 to 90.465 apply may include in the rental agreement a provision for informal dispute resolution.

(6) In absence of agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.

(7) Except as otherwise provided by this chapter:

(a) Rent is payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit, periodic rent is payable at the beginning of any term of one month or less and otherwise in equal monthly or weekly installments at the beginning of each month or week, depending on whether the tenancy is month-to-month or week-to-week. Rent may not be considered to be due prior to the first day of each rental period. Rent increases must comply with the provisions of ORS 90.323.

(b) If a rental agreement does not create a week-to-week tenancy, as defined in ORS 90.100, or a fixed term tenancy, the tenancy shall be a month-to-month tenancy.

(8) Except as provided by ORS 90.427 [(11)] (7), a tenant is responsible for payment of rent until the earlier of:

(a) The date that a notice terminating the tenancy expires;

(b) The date that the tenancy terminates by its own terms;

(c) The date that the tenancy terminates by surrender;

(d) The date that the tenancy terminates as a result of the landlord failing to use reasonable efforts to rent the dwelling unit to a new tenant as provided under ORS 90.410 (3);

(e) The date when a new tenancy with a new tenant begins;

(f) Thirty days after delivery of possession without prior notice of termination of a month-to-month tenancy; or

(g) Ten days after delivery of possession without prior notice of termination of a week-to-week tenancy.

(9)(a) Notwithstanding a provision in a rental agreement regarding the order of application of

tenant payments, a landlord shall apply tenant payments in the following order:

(A) Outstanding rent from prior rental periods;

(B) Rent for the current rental period;

(C) Utility or service charges;

(D) Late rent payment charges; and

(E) Fees or charges owed by the tenant under ORS 90.302 or other fees or charges related to damage claims or other claims against the tenant.

(b) This subsection does not apply to rental agreements subject to ORS 90.505 to 90.850.

SECTION 9. ORS 90.643 is amended to read:

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

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

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

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

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

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

(b) If the landlord and the tenant continue the tenancy on the lot created in the planned community subdivision, the tenancy is governed by ORS 90.100 to 90.465, except that the following provisions apply and, in the case of a conflict, control:

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

(B) ORS 90.530 applies regarding pets.

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

(D) ORS 90.600 (1) to [(7)] (5) applies to an increase in rent.

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

(F) ORS 90.630 applies to a termination by a landlord for cause. However, the sale of a lot in the planned community subdivision occupied by a tenant to someone other than the tenant is a good cause for termination under ORS 90.630 that the tenant cannot cure or correct and for which the landlord must give written notice of termination that states the cause of termination at least 180 days before termination.

(G) ORS 90.632 applies to a termination of tenancy by a landlord due to the physical condition

of the manufactured dwelling.

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

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

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

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

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

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

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

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

(P) ORS 90.771 applies to the confidentiality of information provided to the Housing and Community Services Department about disputes.

SECTION 10. ORS 105.124 is amended to read:

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

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

IN THE CIRCUIT COURT
FOR THE COUNTY OF

No. _____

RESIDENTIAL EVICTION COMPLAINT

PLAINTIFF (Landlord or agent):

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

vs.

DEFENDANT (Tenants/Occupants):

MAILING ADDRESS: _____

1 City: _____
 2 State: _____ Zip: _____
 3 Telephone: _____
 4

5 1.

6 Tenants are in possession of the dwelling unit, premises or rental property described above or
 7 located at:
 8
 9 _____

10
 11 2.

12 Landlord is entitled to possession of the property because of:
 13

- 14 _____ 24-hour notice for personal
 15 injury, substantial damage, extremely
 16 outrageous act or unlawful occupant.
 17 ORS 90.396 or 90.403.
- 18 _____ 24-hour or 48-hour notice for
 19 violation of a drug or alcohol
 20 program. ORS 90.398.
- 21 _____ 24-hour notice for perpetrating
 22 domestic violence, sexual assault or
 23 stalking. ORS 90.445.
- 24 _____ 72-hour notice for
 25 nonpayment of rent in a week-to-week
 26 tenancy. ORS 90.394 (1).
- 27 _____ 7-day notice with stated cause in
 28 a week-to-week tenancy. ORS 90.392 (6).
- 29 _____ 10-day notice for a pet violation,
 30 a repeat violation in a month-to-month
 31 tenancy or without stated cause in a
 32 week-to-week tenancy. ORS 90.392 (5),
 33 90.405 or 90.427 (2).
- 34 _____ 10-day or 13-day notice for nonpayment
 35 of rent. ORS 90.394 (2).
- 36 _____ 20-day notice for a repeat violation.
 37 ORS 90.630 (5).
- 38 _____ 30-day, 60-day or 180-day notice without
 39 stated cause in a month-to-month
 40 tenancy. ORS 90.427 [(3)(b) or (8)(a)(B)]
 41 [or (C)] **(3) or (4)** or 90.429.
- 42 _____ 30-day notice with stated cause.
 43 ORS 90.392, 90.630 or 90.632:
 44 _____ The stated cause is for
 45 nonpayment as defined in ORS 90.395.

14 3.

Landlord requests judgment for possession of the premises, court costs, disbursements and attorney fees.

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

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

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

SECTION 11. ORS 456.267 is amended to read:

456.267. (1) Beginning on the termination date and lasting for a period of three years, the owner or landlord of formerly publicly supported housing:

(a) May not terminate the tenancy under ORS 90.427 [(3)(b), (4)(b) or (5)] **(3) or (4)**.

(b) May not provide a rent increase notice more than once in any calendar year.

(c) Shall comply with ORS 90.323 and with requirements adopted by the Housing and Community Services Department and applicable to affordable rental housing managed by the department that govern rent increases, including requirements related to rent increase limits, required notices or approval or review by the department.

(2) Subsection (1) of this section applies only to residential tenancies that:

(a) Existed on the termination date; and

(b) Do not include any tenants who receive tenant-based federal rent subsidy payments under the Housing Choice Voucher Program authorized by 42 U.S.C. 1437f.

(3)(a) The department may assess a civil penalty against an owner that does not comply with this section. The penalty may not exceed \$5,000. In assessing a penalty under this section, the department shall take into consideration the good faith efforts of an owner or landlord to comply with

1 this section.

2 (b) The department shall deposit any moneys collected under this subsection into the Housing
3 Finance Fund under ORS 456.720.

4 (c) If a civil penalty assessed under this subsection is not paid on or before 90 days after the
5 order assessing the civil penalty becomes final by operation of law, the department may file the or-
6 der with the county clerk of the county where the property is located as a lien against the property.
7 In addition to any other available remedy, recording the order in the County Clerk Lien Record has
8 the effect provided for in ORS 205.125 and 205.126 and the order may be enforced as provided in
9 ORS 205.125 and 205.126.

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