

House Bill 3851

Sponsored by Representative ELMER

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 bill amends the notices to end a tenancy needed from landlords selling their homes. (Flesch Readability Score: 63.6).

Allows a residential landlord to give 59 days' notice after accepting an offer from a buyer who intends to occupy the premises, to terminate a tenancy. Requires the landlord to first give tenants at least 31 days' notice before listing the property for sale. Replaces the current 90 days' notice requirement for termination.

Takes effect on the 91st day following adjournment sine die.

A BILL FOR AN ACT

Relating to termination of residential tenancies; amending ORS 90.427 and 105.124; and prescribing an effective date.

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 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),

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 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or

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

4 (4) If the tenancy is a fixed term tenancy:

5 (a) The landlord may terminate the tenancy during the fixed term only for cause and with notice
6 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.

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

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

14 (A) The landlord and tenant agree to a new fixed term tenancy;

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

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

20 (5) The landlord may terminate a month-to-month tenancy under subsection (3)(c)(B) of this sec-
21 tion at any time, or may terminate a fixed term tenancy upon the expiration of the fixed term under
22 subsection (4)(c) of this section, by giving the tenant notice in writing:

23 (a) Not less than 90 days prior to the date designated in the notice for the termination of the
24 month-to-month tenancy or the specified ending date for the fixed term, whichever is later, if:

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

27 [(b)] (B) The landlord intends to undertake repairs or renovations to the dwelling unit within
28 a reasonable time and:

29 [(A)] (i) The premises is unsafe or unfit for occupancy; or

30 [(B)] (ii) The dwelling unit will be unsafe or unfit for occupancy during the repairs or reno-
31 vations; **or**

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

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

37 **(b) Not less than 59 days prior to the date designated in the notice for termination of the**
38 **month-to-month tenancy or the specified ending date for the fixed term, whichever is later,**
39 **if the landlord has:**

40 (A) Accepted an offer to purchase the dwelling unit separately from any other dwelling unit
41 from a person who intends in good faith to occupy the dwelling unit as the person's primary resi-
42 dence; *[and]*

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

45 **(C) At least 31 days prior to the earliest of the date this notice was given, the date that**

1 **the dwelling unit is listed for sale or the date of making or accepting an offer to sell, given**
 2 **the tenant a separate notice stating that the landlord will or intends to sell the property and**
 3 **that upon the acceptance of an offer of sale the tenancy may be terminated as provided in**
 4 **this paragraph.**

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

6 (A) Specify in the termination notice the reason for the termination and supporting facts;

7 (B) State that the rental agreement will terminate upon a designated date [*not less than 90 days*
 8 *after delivery of the notice*] **allowed under subsection (5) of this section;** and

9 (C) At the time the landlord delivers the tenant the notice to terminate the tenancy, pay the
 10 tenant an amount equal to one month's periodic rent.

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

13 (7) A fixed term tenancy does not become a month-to-month tenancy upon the expiration of the
 14 fixed term if the landlord gives the tenant notice in writing not less than 90 days prior to the
 15 specified ending date for the fixed term or 90 days prior to the date designated in the notice for the
 16 termination of the tenancy, whichever is later, and:

17 (a) The tenant has committed three or more violations of the rental agreement within the pre-
 18 ceding 12-month period and the landlord has given the tenant a written warning notice at the time
 19 of each violation;

20 (b) Each written warning notice:

21 (A) Specifies the violation;

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

24 (C) States that correcting the third or subsequent violation is not a defense to termination under
 25 this subsection; and

26 (c) The 90-day notice of termination:

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

29 (B) Specifies the reason for the termination and supporting facts; and

30 (C) Is delivered to the tenant concurrent with or after the third or subsequent written warning
 31 notice.

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

36 (a) For a month-to-month tenancy:

37 (A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396,
 38 90.398, 90.405, 90.440 or 90.445;

39 (B) Without cause by giving the tenant notice in writing not less than 60 days prior to the date
 40 designated in the notice for the termination of the tenancy; or

41 (C) Without cause by giving the tenant notice in writing not less than 30 days prior to the date
 42 designated in the notice for the termination of the tenancy if:

43 (i) The dwelling unit is purchased separately from any other dwelling unit;

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

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

(b) For a fixed term tenancy:

(A) During the term of the tenancy, only for cause and with notice 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; or

(B) At any time during the fixed term, without cause by giving the tenant notice in writing not less than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date designated in the notice for the termination of the tenancy, whichever is later.

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

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

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

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

(10) The tenancy shall terminate on the date designated and without regard to the expiration of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed, rent is uniformly apportionable from day to day.

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

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

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

(A) The notice is given without stated cause;

(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) Subsections (2) to (9) 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. 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: _____

City: _____

State: _____ Zip: _____

Telephone: _____

1.

Tenants are in possession of the dwelling unit, premises or rental property described above or located at:

2.

Landlord is entitled to possession of the property because of:

_____ 24-hour notice for personal
injury, substantial damage, extremely
outrageous act or unlawful occupant.
ORS 90.396 or 90.403.

_____ 24-hour or 48-hour notice for
violation of a drug or alcohol
program. ORS 90.398.

_____ 24-hour notice for perpetrating
domestic violence, sexual assault or
stalking. ORS 90.445.

_____ 72-hour notice for

1 nonpayment of rent in a week-to-week
 2 tenancy. ORS 90.394 (1).
 3 _____ 7-day notice with stated cause in
 4 a week-to-week tenancy. ORS 90.392 (6).
 5 _____ 10-day notice for a pet violation,
 6 a repeat violation in a month-to-month
 7 tenancy or without stated cause in a
 8 week-to-week tenancy. ORS 90.392 (5),
 9 90.405 or 90.427 (2).
 10 _____ 10-day or 13-day notice for nonpayment
 11 of rent. ORS 90.394 (2).
 12 _____ 20-day notice for a repeat violation.
 13 ORS 90.630 (5).
 14 _____ 30-day, 60-day or 180-day notice without
 15 stated cause in a month-to-month
 16 tenancy. ORS 90.427 (3)(b) or (8)(a)(B)
 17 or (C) or 90.429.
 18 _____ 30-day notice with stated cause.
 19 ORS 90.392, 90.630 or 90.632:
 20 _____ The stated cause is for
 21 nonpayment as defined in ORS 90.395.
 22 _____ **59-day notice of sale of dwelling unit.**
 23 **ORS 90.427 (5)(b).**
 24 _____ 60-day notice with stated cause.
 25 ORS 90.632.
 26 _____ 90-day notice with stated cause.
 27 ORS 90.427 [(5)] **(5)(a)** or (7).
 28 _____ Notice to bona fide tenants after
 29 foreclosure sale or termination of
 30 fixed term tenancy after foreclosure
 31 sale. ORS 86.782 (6)(c).
 32 _____ Other notice _____
 33 _____ No notice (explain) _____
 34

35 A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED

36

37

3.

38

If the landlord uses an attorney, the case goes to trial and the landlord wins in court, the landlord can collect attorney fees from the defendant pursuant to ORS 90.255 and 105.137 (3).

40

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

42

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

44

45

Signature of landlord or agent.

(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 3. This 2025 Act takes effect on the 91st day after the date on which the 2025 regular session of the Eighty-third Legislative Assembly adjourns sine die.