

Senate Bill 586

Sponsored by Senator MEEK (Pre-session filed.)

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 reduces the time a landlord must give a tenant to move when selling the rented home to a buyer who will move in. (Flesch Readability Score: 76.5).

Reduces from 90 to 45 days the termination notice period that a landlord must give the tenant when selling the dwelling unit to buyers who intend to reside in the unit. Eliminates the requirement that the unit be sold separately from any other dwelling unit.

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

A BILL FOR AN ACT

1
2 Relating to termination of tenancy due to sale of dwelling unit; amending ORS 90.427 and 105.124;
3 and prescribing an effective date.

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

5 **SECTION 1.** ORS 90.427 is amended to read:

6 90.427. (1) As used in this section:

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

9 (b) "Immediate family" means:

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

12 (B) An unmarried parent of a joint child;

13 (C) A child, grandchild, foster child, ward or guardian; or

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

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

19 (3) If a tenancy is a month-to-month tenancy:

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

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

26 (c) Except as provided in subsection (8) of this section, at any time after the first year of occu-
27 pancy, the landlord may terminate the tenancy only:

28 (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*] **after** the expiration of the fixed
 22 term [*under 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)] (b) **Not less than 45 days prior to the date designated in the notice if** the landlord has:

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

40 (B) Provided the notice and written evidence of the offer to purchase the dwelling unit, to the
 41 tenant not more than 120 days after accepting the offer to purchase.

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

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

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

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

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

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

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

12 (b) Each written warning notice:

13 (A) Specifies the violation;

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

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

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

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

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

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

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

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

29 (A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396,
30 90.398, 90.405, 90.440 or 90.445;

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

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

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

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

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

40 (b) For a fixed term tenancy:

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

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

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

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

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

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

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

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

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

21 (b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant may include in a no-
22 tice of termination given under subsection (2), (3)(a) or (b), (8)(a)(B) or (C) or (8)(b) of this section
23 an explanation of the reason for the termination without having to prove the reason. An explanation
24 does not give the person receiving the notice of termination a right to cure the reason if the notice
25 states that:

26 (A) The notice is given without stated cause;

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

28 (C) The person giving the notice need not prove the reason for the termination in a court action.

29 (13) Subsections (2) to (9) of this section do not apply to a month-to-month tenancy subject to
30 ORS 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to 90.850.

31 **SECTION 2.** ORS 105.124 is amended to read:

32 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling
33 unit:

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

36 _____
37
38 IN THE CIRCUIT COURT
39 FOR THE COUNTY OF

40 _____
41 No. _____

42
43 RESIDENTIAL EVICTION COMPLAINT

44
45 PLAINTIFF (Landlord or agent):

1 _____
2 _____
3 Address: _____
4 City: _____
5 State: _____ Zip: _____
6 Telephone: _____

7
8 vs.

9
10 DEFENDANT (Tenants/Occupants):
11 _____
12 _____

13 MAILING ADDRESS: _____
14 City: _____
15 State: _____ Zip: _____
16 Telephone: _____

17
18 1.

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

21 _____
22 _____

23
24 2.

25 Landlord is entitled to possession of the property because of:

- 26 _____ 24-hour notice for personal
- 27 _____ injury, substantial damage, extremely
- 28 _____ outrageous act or unlawful occupant.
- 29 _____ ORS 90.396 or 90.403.
- 30 _____ 24-hour or 48-hour notice for
- 31 _____ violation of a drug or alcohol
- 32 _____ program. ORS 90.398.
- 33 _____ 24-hour notice for perpetrating
- 34 _____ domestic violence, sexual assault or
- 35 _____ stalking. ORS 90.445.
- 36 _____ 72-hour notice for
- 37 _____ nonpayment of rent in a week-to-week
- 38 _____ tenancy. ORS 90.394 (1).
- 39 _____ 7-day notice with stated cause in
- 40 _____ a week-to-week tenancy. ORS 90.392 (6).
- 41 _____ 10-day notice for a pet violation,
- 42 _____ a repeat violation in a month-to-month
- 43 _____ tenancy or without stated cause in a
- 44 _____ week-to-week tenancy. ORS 90.392 (5),
- 45

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