

SENATE AMENDMENTS TO SENATE BILL 586

By COMMITTEE ON HOUSING AND DEVELOPMENT

March 24

On page 1 of the printed bill, delete lines 5 through 28 and delete pages 2 and 3.

On page 4, delete lines 1 through 30 and insert:

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

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

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

“(a) The landlord may terminate the tenancy during the fixed term 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.

“(b) If the specified ending date for the fixed term falls within the first year of occupancy, the landlord may terminate the tenancy without cause by giving the tenant notice in writing not less

1 than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date des-
2 ignated in the notice for the termination of the tenancy, whichever is later.

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

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

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

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

12 “(5) The landlord may terminate a month-to-month tenancy [*under subsection (3)(c)(B) of this*
13 *section*] at any time[, *or may terminate*] **or** a fixed term tenancy [*upon*] **on or after** the expiration
14 of the fixed term [*under subsection (4)(c) of this section,*] by giving the tenant notice in writing:

15 “(a) Not less than 90 days prior to the date designated **as the termination date** in the notice
16 [*for the termination of the month-to-month tenancy or the specified ending date for the fixed term,*
17 *whichever is later,*] if:

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

20 “[*b*] (B) The landlord intends to undertake repairs or renovations to the dwelling unit within
21 a reasonable time and:

22 “[*A*] (i) The premises is unsafe or unfit for occupancy; or

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

25 “[*c*] (C) The landlord intends for the landlord or a member of the landlord’s immediate family
26 to occupy the dwelling unit as a primary residence and the landlord does not own a comparable unit
27 in the same building that is available for occupancy at the same time that the tenant receives notice
28 to terminate the tenancy; or

29 “[*d*] (D) The landlord has[.]

30 “[*A*] accepted an offer to purchase the dwelling unit [*separately from any other dwelling unit*]
31 from a person who intends in good faith to occupy the dwelling unit as the person’s primary
32 residence[; *and*] **and has provided written evidence of the offer with the notice.**

33 “[*B*] *Provided the notice and written evidence of the offer to purchase the dwelling unit, to the*
34 *tenant not more than 120 days after accepting the offer to purchase.*]

35 “(b) **Not less than 60 days prior to the date designated as the termination date in the**
36 **notice if:**

37 “(A) **The landlord has accepted, and has provided written evidence of, an offer as provided**
38 **in paragraph (a)(D) of this subsection; and**

39 “(B) **At the time of giving the notice, the landlord pays the tenant an amount equal to**
40 **one month’s periodic rent in addition to an amount, if any, to be paid under subsection**
41 **(6)(a)(B) of this section.**

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
17 under 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
25 on the same property as the landlord’s primary residence, and the building or the property contains
26 not 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,
30 90.396, 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
34 date 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)] the landlord has accepted an offer to purchase the dwelling unit from a person who in-
37 tends in good faith to occupy the dwelling unit as the person’s primary residence[; and] **and has**
38 **provided written evidence of the offer with the notice.**

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

41 “(b) For a fixed term tenancy:

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

44 “(B) At any time during the fixed term, without cause by giving the tenant notice in writing not
45 less than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date

1 designated in the notice for the termination of the tenancy, whichever is later.

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

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

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

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

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

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

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

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

27 “(A) The notice is given without stated cause;

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

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

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

34 On page 6, delete lines 15 and 16.

35 In line 18, after “ORS” insert “90.427 (5)(b) or”.
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