

Senate Bill 594

Sponsored by Senator CAMPOS; Senator FREDERICK, Representatives GAMBA, HUDSON, NELSON (Presession 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 keeps teachers and students from being evicted without cause during the school year. (Flesch Readability Score: 73.1).

Prohibits landlords from terminating a tenancy based on certain causes unrelated to the tenant's fault during a school year if the tenant is a grade school student or teacher.

A BILL FOR AN ACT

1
2 Relating to terminations of residential tenancies without tenant cause; creating new provisions; and
3 amending ORS 90.100, 90.220, 90.427, 105.124 and 456.267.

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 90.100 to 90.465.**

6 **SECTION 2. (1) As used in this section, "immediate family" means:**

7 (a) **An adult person related by blood, adoption, marriage or domestic partnership, as de-**
8 **defined in ORS 106.310, or as defined or described in similar law in another jurisdiction;**

9 (b) **An unmarried parent of a joint child;**

10 (c) **A child, grandchild, foster child, ward or guardian; or**

11 (d) **A child, grandchild, foster child, ward or guardian of any person listed in paragraph**
12 **(a) or (b) of this subsection.**

13 (2) **A landlord may terminate a tenancy for a cause given under subsection (3) of this**
14 **section by giving the tenant notice in writing that designates a termination date that is not**
15 **less than 90 days prior to the later of:**

16 (a) **The date designated in the notice;**

17 (b) **The ending date for the fixed term, if any; or**

18 (c) **The day following the end of a school term, if applicable under subsection (6) of this**
19 **section.**

20 (3) **The allowable causes for a termination under this section are that:**

21 (a) **The landlord intends to demolish the dwelling unit or convert the dwelling unit to a**
22 **use other than residential use within a reasonable time;**

23 (b) **The landlord intends to undertake repairs or renovations to the dwelling unit within**
24 **a reasonable time and:**

25 (A) **The premises is unsafe or unfit for occupancy; or**

26 (B) **The premises will be unsafe or unfit for occupancy during the repairs or renovations;**

27 (c) **The landlord intends for the landlord or a member of the landlord's immediate family**
28 **to occupy the dwelling unit as a primary residence and the landlord does not own a compa-**
29 **erable unit in the same building that is available for occupancy at the same time that the**

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 **tenant receives notice to terminate the tenancy; or**

2 **(d) The landlord has:**

3 **(A) Accepted an offer to purchase the dwelling unit separately from any other dwelling**
 4 **unit from a person who intends in good faith to occupy the dwelling unit as the person's**
 5 **primary residence; and**

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

8 **(4) The landlord may reduce the notice period required under subsection (2) of this sec-**
 9 **tion from 90 to 30 days if:**

10 **(a) The tenancy is for occupancy in a dwelling unit that is located in the same building**
 11 **or on the same property as the landlord's primary residence;**

12 **(b) The building or the property contains not more than two dwelling units; and**

13 **(c) The cause for termination is as described in subsection (3)(d) of this section.**

14 **(5) A landlord that terminates a tenancy under this section shall:**

15 **(a) Specify in the termination notice the reason for the termination and supporting facts;**
 16 **and**

17 **(b) At the time the landlord delivers the notice to terminate the tenancy, pay the tenant**
 18 **an amount equal to one month's periodic rent, unless the landlord has an ownership interest**
 19 **in four or fewer residential dwelling units subject to this chapter.**

20 **(6) A landlord may not terminate a tenancy under subsection (3)(b)(B), (c) or (d) of this**
 21 **section if:**

22 **(a) A tenant or an individual occupying the premises under the rental agreement is a**
 23 **student attending school and under the age of 18 or is a teacher, as defined in ORS 329.007;**
 24 **and**

25 **(b) The designated termination date on the notice falls during the student or teacher's**
 26 **school term.**

27 **(7) A landlord who terminates a tenancy in violation of this section is liable to a tenant**
 28 **as provided under ORS 90.427 (7)(a).**

29 **(8) This section does not apply to a month-to-month tenancy subject to ORS 90.429 or a**
 30 **tenancy created by a rental agreement subject to ORS 90.505 to 90.850.**

31 **SECTION 3.** ORS 90.427 is amended to read:

32 90.427. (1) As used in this section,[:]

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

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

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

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

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

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

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

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

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

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

7 (c) *[Except as provided in subsection (8) of this section, at any time]* After the first year of occu-
8 pancy, the landlord may terminate the tenancy only[:] **as provided in this chapter or ORS 86.782.**

9 *[(A) For a tenant cause and with notice in writing as specified in ORS 86.782 (6)(c), 90.380 (5),*
10 *90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or]*

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

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

14 (a) The landlord may terminate the tenancy during the fixed term only for cause *[and with notice*
15 *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.]*
16 **as provided in this chapter or ORS 86.782.**

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

21 **(c) The tenant may terminate the tenancy without cause by giving the landlord notice in**
22 **writing not less than 30 days prior to the specified ending date for the fixed term and not less**
23 **than 30 days prior to the date designated in the notice for the termination of the tenancy.**

24 *[(c)] (d) Except as provided by [subsection (8)] subsections (5) and (6) of this section, if the*
25 *specified ending date for the fixed term falls after the first year of occupancy, the fixed term tenancy*
26 *becomes a month-to-month tenancy upon the expiration of the fixed term, unless[:]*

27 *[(A)] the landlord and tenant agree to a new fixed term tenancy[:].*

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

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

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

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

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

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

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

44 *[(c)] The landlord intends for the landlord or a member of the landlord's immediate family to occupy*
45 *the dwelling unit as a primary residence and the landlord does not own a comparable unit in the same*

1 *building that is available for occupancy at the same time that the tenant receives notice to terminate the*
 2 *tenancy; or]*

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

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

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

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

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

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

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

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

17 *[(7) (5) A fixed term tenancy does not become a month-to-month tenancy upon the expiration*
 18 *of the fixed term if the landlord gives the tenant notice in writing not less than 90 days prior to the*
 19 *specified ending date for the fixed term or 90 days prior to the date designated in the notice for the*
 20 *termination of the tenancy, whichever is later, and:*

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

24 *(b) Each written warning notice:*

25 *(A) Specifies the violation;*

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

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

30 *(c) The 90-day notice of termination:*

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

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

34 *(C) Is delivered to the tenant concurrent with or after the third or subsequent written warning*
 35 *notice.*

36 *[(8) (6) If the tenancy is for occupancy in a dwelling unit that is located in the same building*
 37 *or on the same property as the landlord's primary residence, and the building or the property con-*
 38 *tains not more than two dwelling units, the landlord may terminate the tenancy at any time after*
 39 *the first year of occupancy:*

40 *(a) [For] **During** a month-to-month tenancy[:],*

41 *[(A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396,*
 42 *90.398, 90.405, 90.440 or 90.445;]*

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

45 *[(C) Without cause by giving the tenant notice in writing not less than 30 days prior to the date*

1 *designated in the notice for the termination of the tenancy if:]*

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

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

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

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

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

10 *[(B)] (b) [At any time] During the fixed term of a lease, without cause by giving the tenant no-*
11 *tice in writing not less than 30 days prior to the specified ending date for the fixed term, or 30 days*
12 *prior to the date designated in the notice for the termination of the tenancy, whichever is later.*

13 *[(9)(a)] (7)(a) If a landlord terminates a tenancy in violation of subsection [(3)(c)(B), (4)(c), (5),*
14 *(6) or (7)] (5) of this section or section 2 of this 2025 Act:*

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

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

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

21 *[(10)] (8) The tenancy shall terminate on the date designated and without regard to the expira-*
22 *tion of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise*
23 *agreed, rent is uniformly apportionable from day to day.*

24 *[(11)] (9) If the tenant remains in possession without the landlord's consent after expiration of*
25 *the term of the rental agreement or its termination, the landlord may bring an action for possession.*
26 *In addition, the landlord may recover from the tenant any actual damages resulting from the tenant*
27 *holding over, including the value of any rent accruing from the expiration or termination of the*
28 *rental agreement until the landlord knows or should know that the tenant has relinquished pos-*
29 *session to the landlord. If the landlord consents to the tenant's continued occupancy, ORS 90.220 (7)*
30 *applies.*

31 *[(12)(a)] (10)(a) A notice given to terminate a tenancy under subsection (2), (3)(a) or (b), [(8)(a)(B)*
32 *or (C) or (8)(b)] (4)(b) or (c) or (6)(b) of this section need not state a reason for the termination.*

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

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

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

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

41 *[(13)] (11) Subsections (2) to [(9)] (7) of this section do not apply to a month-to-month tenancy*
42 *subject to ORS 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to*
43 *90.850.*

44 **SECTION 4.** ORS 90.100 is amended to read:

45 90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

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

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

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

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

16 (6) "Building and housing codes" includes any law, ordinance or governmental regulation con-
17 cerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or ap-
18 pearance of any premises or dwelling unit.

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

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

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

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

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

27 (12) "Domestic violence" means:

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

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

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

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

37 (15) "Essential service" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 (b) Measures at least eight inches DBH; and

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

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

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

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

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

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

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

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

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

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

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

4 (33) "Organization" includes a corporation, government, governmental subdivision or agency,
5 business trust, estate, trust, partnership or association, two or more persons having a joint or com-
6 mon interest, and any other legal or commercial entity.

7 (34) "Owner" includes a mortgagee in possession and means one or more persons, jointly or se-
8 verally, in whom is vested:

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

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

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

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

16 (37) "Premises" means:

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

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

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

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

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

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

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

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

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

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

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

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

- 1 (46) “Sexual assault” has the meaning given that term in ORS 147.450.
- 2 (47) “Squatter” means a person occupying a dwelling unit who is not so entitled under a rental
 3 agreement or who is not authorized by the tenant to occupy that dwelling unit. “Squatter” does
 4 not include a tenant who holds over as described in ORS 90.427 [(11)] (9).
- 5 (48) “Stalking” means the behavior described in ORS 163.732.
- 6 (49) “Statement of policy” means the summary explanation of information and facility policies
 7 to be provided to prospective and existing tenants under ORS 90.510.
- 8 (50) “Surrender” means an agreement, express or implied, as described in ORS 90.148 between
 9 a landlord and tenant to terminate a rental agreement that gave the tenant the right to occupy a
 10 dwelling unit.
- 11 (51) “Tenant”:
- 12 (a) Except as provided in paragraph (b) of this subsection:
- 13 (A) Means a person, including a roomer, entitled under a rental agreement to occupy a dwelling
 14 unit to the exclusion of others, including a dwelling unit owned, operated or controlled by a public
 15 housing authority.
- 16 (B) Means a minor, as defined and provided for in ORS 109.697.
- 17 (b) For purposes of ORS 90.505 to 90.850, means only a person who owns and occupies as a
 18 residence a manufactured dwelling or a floating home in a facility and persons residing with that
 19 tenant under the terms of the rental agreement.
- 20 (c) Does not mean a guest or temporary occupant.
- 21 (52) “Transient lodging” means a room or a suite of rooms.
- 22 (53) “Transient occupancy” means occupancy in transient lodging that has all of the following
 23 characteristics:
- 24 (a) Occupancy is charged on a daily basis and is not collected more than six days in advance;
- 25 (b) The lodging operator provides maid and linen service daily or every two days as part of the
 26 regularly charged cost of occupancy; and
- 27 (c) The period of occupancy does not exceed 30 days.
- 28 (54) “Vacation occupancy” means occupancy in a dwelling unit, not including transient occu-
 29 pancy in a hotel or motel, that:
- 30 (a) Has all of the following characteristics:
- 31 (A) The occupant rents the unit for vacation purposes only, not as a principal residence;
- 32 (B) The occupant has a principal residence other than at the unit; and
- 33 (C) The period of authorized occupancy does not exceed 45 days; or
- 34 (b) Is for the rental of a space in a recreational vehicle park on which a recreational vehicle
 35 owned by the occupant will be located and for which:
- 36 (A) The occupant rents the unit for vacation purposes only, not as a principal residence;
- 37 (B) The occupant has a principal residence other than at the space;
- 38 (C) The period of authorized occupancy does not exceed 90 days;
- 39 (D) The recreational vehicle is required to be removed from the park at the end of the occu-
 40 pancy period before a new occupancy may begin; and
- 41 (E) A written agreement is signed by the occupant that substantially states: “Your occupancy
 42 of this recreational vehicle park is a vacation occupancy and is NOT subject to the Oregon Resi-
 43 dential Landlord and Tenant Act (ORS chapter 90).”
- 44 (55) “Victim” means:
- 45 (a) The person against whom an incident related to domestic violence, sexual assault, bias crime

1 or stalking is perpetrated; or

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

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

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

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

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

12 **SECTION 5.** ORS 90.220 is amended to read:

13 90.220. (1) A landlord and a tenant may include in a rental agreement terms and conditions not
14 prohibited by this chapter or other rule of law including rent, term of the agreement and other
15 provisions governing the rights and obligations of the parties.

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

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

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

24 (5) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to which ORS 90.100 to
25 90.465 apply may include in the rental agreement a provision for informal dispute resolution.

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

28 (7) Except as otherwise provided by this chapter:

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

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

37 (8) Except as provided by ORS 90.427 [(11)] (9), a tenant is responsible for payment of rent until
38 the earlier of:

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

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

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

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

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

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

1 month tenancy; or

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

4 (9)(a) Notwithstanding a provision in a rental agreement regarding the order of application of
5 tenant payments, a landlord shall apply tenant payments in the following order:

6 (A) Outstanding rent from prior rental periods;

7 (B) Rent for the current rental period;

8 (C) Utility or service charges;

9 (D) Late rent payment charges; and

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

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

13 **SECTION 6.** ORS 105.124 is amended to read:

14 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling
15 unit:

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

18 _____
19
20 IN THE CIRCUIT COURT
21 FOR THE COUNTY OF

22 _____
23 No. _____
24

25 RESIDENTIAL EVICTION COMPLAINT

26
27 PLAINTIFF (Landlord or agent):

28 _____
29 _____

30 Address: _____

31 City: _____

32 State: _____ Zip: _____

33 Telephone: _____
34

35 vs.

36
37 DEFENDANT (Tenants/Occupants):

38 _____
39 _____

40 MAILING ADDRESS: _____

41 City: _____

42 State: _____ Zip: _____

43 Telephone: _____
44

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

3
4 _____

6 2.

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

- 9 _____ 24-hour notice for personal
10 injury, substantial damage, extremely
11 outrageous act or unlawful occupant.
12 ORS 90.396 or 90.403.
- 13 _____ 24-hour or 48-hour notice for
14 violation of a drug or alcohol
15 program. ORS 90.398.
- 16 _____ 24-hour notice for perpetrating
17 domestic violence, sexual assault or
18 stalking. ORS 90.445.
- 19 _____ 72-hour notice for
20 nonpayment of rent in a week-to-week
21 tenancy. ORS 90.394 (1).
- 22 _____ 7-day notice with stated cause in
23 a week-to-week tenancy. ORS 90.392 (6).
- 24 _____ 10-day notice for a pet violation,
25 a repeat violation in a month-to-month
26 tenancy or without stated cause in a
27 week-to-week tenancy. ORS 90.392 (5),
28 90.405 or 90.427 (2).
- 29 _____ 10-day or 13-day notice for nonpayment
30 of rent. ORS 90.394 (2).
- 31 _____ 20-day notice for a repeat violation.
32 ORS 90.630 (5).
- 33 _____ 30-day, 60-day or 180-day notice without
34 stated cause in a month-to-month
35 tenancy. ORS 90.427 (3)(b) or [(8)(a)(B)]
36 [or (C)] (6) or 90.429.
- 37 _____ 30-day notice with stated cause.
38 ORS 90.392, 90.630 or 90.632 **or**
39 **section 2 (4) of this 2025 Act:**
40 _____ The stated cause is for
41 nonpayment as defined in ORS 90.395.
- 42 _____ 60-day notice with stated cause.
43 ORS 90.632.
- 44 _____ 90-day notice with stated cause.
45 [ORS 90.427 (5) or (7)] **Section 2 (2) of**

1 Finance Fund under ORS 456.720.

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

8
