

Requested by Representative SOSA

**PROPOSED AMENDMENTS TO
HOUSE BILL 3371**

1 On page 1 of the printed bill, line 2, after “90.425” insert “, 90.645 and
2 98.830”.

3 Delete lines 4 through 29 and delete pages 2 through 12 and insert:

4 **“SECTION 1.** ORS 90.425 is amended to read:

5 “90.425. (1) As used in this section:

6 “(a) ‘Current market value’ means the amount in cash, as determined by
7 the county assessor, that could reasonably be expected to be paid for a
8 manufactured dwelling or floating home by an informed buyer to an informed
9 seller, each acting without compulsion in an arm’s-length transaction occur-
10 ring on the assessment date for the tax year or on the date of a subsequent
11 reappraisal by the county assessor.

12 “(b) ‘Dispose of the personal property’ means that, if reasonably appro-
13 priate, the landlord may throw away the property or may give it without
14 consideration to a nonprofit organization or to a person unrelated to the
15 landlord. The landlord may not retain the property for personal use or ben-
16 efit.

17 “(c) ‘Goods’ includes those goods left inside a recreational vehicle, man-
18 ufactured dwelling or floating home or left upon the rental space outside a
19 recreational vehicle, manufactured dwelling or floating home, whether the
20 recreational vehicle, dwelling or home is located inside or outside of a fa-
21 cility.

1 “(d) ‘Lienholder’ means any lienholder of an abandoned recreational ve-
2 hicle, manufactured dwelling or floating home, if the [*lien is of record or*
3 *the*] lienholder is actually known to the landlord[.] **or the lien takes the**
4 **form of:**

5 “[*e*] ‘Of record’ means:]

6 “(A) For a recreational vehicle that is not more than eight and one-half
7 feet wide, [*that*] a security interest **that** has been properly recorded with the
8 Department of Transportation pursuant to ORS 802.200 (1)(a)(A) and 803.097.

9 “(B) For a manufactured dwelling or recreational vehicle that is more
10 than eight and one-half feet wide, [*that*] a security interest **that** has been
11 properly recorded for the manufactured dwelling or recreational vehicle in
12 the records of the Department of Consumer and Business Services pursuant
13 to ORS 446.611 or on a certificate of title issued by the Department of
14 Transportation.

15 “(C) For a floating home, [*that*] a security interest **that** has been properly
16 recorded with the State Marine Board pursuant to ORS 830.740 to 830.755 for
17 a home registered and titled with the board pursuant to ORS 830.715.

18 “[*f*] (e) ‘Owner’ means any owner of an abandoned recreational vehicle,
19 manufactured dwelling or floating home, if different from the tenant and ei-
20 ther of record or actually known to the landlord.

21 “[*g*] (f)(A) ‘Personal property’ means goods, [*vehicles and*] recreational
22 vehicles and includes manufactured dwellings and floating homes not located
23 in a facility.

24 “(B) ‘Personal property’ does not include:

25 “(i) Manufactured dwellings and floating homes located in a facility and
26 [*therefore*] subject to being stored, sold or disposed of as provided under ORS
27 90.675.

28 “(ii) **Motor vehicles other than recreational vehicles subject to being**
29 **disposed of under ORS 90.485, 98.810 to 98.818 or 98.830.**

30 “(2) A landlord is responsible for abandoned personal property and shall

1 store, sell or dispose of abandoned personal property as provided by this
2 section. This section governs the rights and obligations of landlords, tenants
3 and any lienholders or owners in any personal property abandoned or left
4 upon the premises by the tenant or any lienholder or owner in the following
5 circumstances:

6 “(a) The tenancy has ended by termination or expiration of a rental
7 agreement or by relinquishment or abandonment of the premises and the
8 landlord reasonably believes under all the circumstances that the tenant has
9 left the personal property upon the premises with no intention of asserting
10 any further claim to the premises or to the personal property;

11 “(b) The tenant has been absent from the premises continuously for seven
12 days after termination of a tenancy by a court order that has not been exe-
13 cuted; or

14 “(c) The landlord receives possession of the premises from the sheriff
15 following restitution pursuant to ORS 105.161.

16 “(3) Prior to storing, selling or disposing of the tenant’s personal property
17 under this section, the landlord must give a written notice to the tenant that
18 must be:

19 “(a) Personally delivered to the tenant; or

20 “(b) Sent by first class mail addressed and mailed to the tenant at:

21 “(A) The premises;

22 “(B) Any post-office box held by the tenant and actually known to the
23 landlord; and

24 “(C) The most recent forwarding address if provided by the tenant or ac-
25 tually known to the landlord.

26 “(4)(a) In addition to the notice required by subsection (3) of this section,
27 in the case of an abandoned recreational vehicle, manufactured dwelling or
28 floating home, a landlord shall also give a copy of the notice described in
29 subsection (3) of this section to:

30 “(A) Any lienholder of the recreational vehicle, manufactured dwelling

1 or floating home;

2 “(B) Any owner of the recreational vehicle, manufactured dwelling or
3 floating home;

4 “(C) The tax collector of the county where the manufactured dwelling or
5 floating home is located; and

6 “(D) The assessor of the county where the manufactured dwelling or
7 floating home is located.

8 “(b) The landlord shall give the notice copy required by this subsection
9 by personal delivery or first class mail, except that for any lienholder, mail
10 service must be both by first class mail and by certified mail with return
11 receipt requested.

12 “(c) A notice to lienholders under paragraph (a)(A) of this subsection
13 must be sent to each lienholder at each address:

14 “(A) Actually known to the landlord;

15 “(B) Of record; and

16 “(C) Provided to the landlord by the lienholder in a written notice that
17 identifies the personal property subject to the lien and that was sent to the
18 landlord by certified mail with return receipt requested within the preceding
19 five years. The notice must identify the personal property by describing the
20 physical address of the property.

21 “(5) The notice required under subsection (3) of this section must state
22 that:

23 “(a) The personal property left upon the premises is considered aban-
24 doned;

25 “(b) The tenant or any lienholder or owner must contact the landlord by
26 a specified date, as provided in subsection (6) of this section, to arrange for
27 the removal of the abandoned personal property;

28 “(c) The personal property is stored at a place of safekeeping, except that
29 if the property includes a manufactured dwelling or floating home, the
30 dwelling or home must be stored on the rented space;

1 “(d) The tenant or any lienholder or owner, except as provided by sub-
2 section (18) of this section, may arrange for removal of the personal property
3 by contacting the landlord at a described telephone number or address on
4 or before the specified date;

5 “(e) The landlord shall make the personal property available for removal
6 by the tenant or any lienholder or owner, except as provided by subsection
7 (18) of this section, by appointment at reasonable times;

8 “(f) If the personal property is considered to be abandoned pursuant to
9 subsection (2)(a) or (b) of this section, the landlord may require payment of
10 removal and storage charges, as provided by subsection (7)(d) of this section,
11 prior to releasing the personal property to the tenant or any lienholder or
12 owner;

13 “(g) If the personal property is considered to be abandoned pursuant to
14 subsection (2)(c) of this section, the landlord may not require payment of
15 storage charges prior to releasing the personal property;

16 “(h) If the tenant or any lienholder or owner fails to contact the landlord
17 by the specified date, or after that contact, fails to remove the personal
18 property within 30 days for manufactured dwellings and floating homes or
19 15 days for all other personal property, the landlord may sell or dispose of
20 the personal property. If the landlord reasonably believes that the personal
21 property will be eligible for disposal pursuant to subsection (10)(b) of this
22 section and the landlord intends to dispose of the property if the property
23 is not claimed, the notice shall state that belief and intent; and

24 “(i) If the personal property includes a recreational vehicle, manufactured
25 dwelling or floating home and if applicable, there is a lienholder or owner
26 that has a right to claim the recreational vehicle, dwelling or home, except
27 as provided by subsection (18) of this section.

28 “(6) For purposes of subsection (5) of this section, the specified date by
29 which a tenant, lienholder or owner must contact a landlord to arrange for
30 the disposition of abandoned personal property is:

1 “(a) For abandoned manufactured dwellings or floating homes, not less
2 than 45 days after personal delivery or mailing of the notice; or

3 “(b) For all other abandoned personal property, including recreational
4 vehicles, not less than five days after personal delivery or eight days after
5 mailing of the notice.

6 “(7) After notifying the tenant as required by subsection (3) of this sec-
7 tion, the landlord:

8 “(a) Shall store any abandoned manufactured dwelling or floating home
9 on the rented space and shall exercise reasonable care for the dwelling or
10 home;

11 “(b) Shall store all other abandoned personal property of the tenant, in-
12 cluding goods left inside a recreational vehicle, manufactured dwelling or
13 floating home or left upon the rented space outside a recreational vehicle,
14 dwelling or home, in a place of safekeeping and shall exercise reasonable
15 care for the personal property, except that the landlord may:

16 “(A) Promptly dispose of rotting food; and

17 “(B) Allow an animal control agency to remove any abandoned pets or
18 livestock. If an animal control agency will not remove the abandoned pets
19 or livestock, the landlord shall exercise reasonable care for the animals
20 given all the circumstances, including the type and condition of the animals,
21 and may give the animals to an agency that is willing and able to care for
22 the animals, such as a humane society or similar organization;

23 “(c) Except for manufactured dwellings and floating homes, may store the
24 abandoned personal property at the dwelling unit, move and store it else-
25 where on the premises or move and store it at a commercial storage company
26 or other place of safekeeping; and

27 “(d) Is entitled to reasonable or actual storage charges and costs inci-
28 dental to storage or disposal, including any cost of removal to a place of
29 storage. In the case of an abandoned manufactured dwelling or floating
30 home, the storage charge may be no greater than the monthly space rent last

1 payable by the tenant.

2 “(8) If a tenant, lienholder or owner, upon the receipt of the notice pro-
3 vided by subsection (3) or (4) of this section or otherwise, responds by actual
4 notice to the landlord on or before the specified date in the landlord’s notice
5 that the tenant, lienholder or owner intends to remove the personal property
6 from the premises or from the place of safekeeping, the landlord must make
7 that personal property available for removal by the tenant, lienholder or
8 owner by appointment at reasonable times during the 15 days or, in the case
9 of a manufactured dwelling or floating home, 30 days following the date of
10 the response, subject to subsection (18) of this section. If the personal prop-
11 erty is considered to be abandoned pursuant to subsection (2)(a) or (b) of this
12 section, but not pursuant to subsection (2)(c) of this section, the landlord
13 may require payment of removal and storage charges, as provided in sub-
14 section (7)(d) of this section, prior to allowing the tenant, lienholder or
15 owner to remove the personal property. Acceptance by a landlord of such
16 payment does not operate to create or reinstate a tenancy or create a waiver
17 pursuant to ORS 90.412 or 90.417.

18 “(9) Except as provided in subsections (18) to (20) of this section, if the
19 tenant, lienholder or owner of a recreational vehicle, manufactured dwelling
20 or floating home does not respond within the time provided by the landlord’s
21 notice, or the tenant, lienholder or owner does not remove the personal
22 property within the time required by subsection (8) of this section or by any
23 date agreed to with the landlord, whichever is later, the tenant’s, lienholder’s
24 or owner’s personal property is conclusively presumed to be abandoned. The
25 tenant and any lienholder or owner that have been given notice pursuant to
26 subsection (3) or (4) of this section shall, except with regard to the distrib-
27 ution of sale proceeds pursuant to subsection (13) of this section, have no
28 further right, title or interest to the personal property and may not claim
29 or sell the property.

30 “(10) If the personal property is presumed to be abandoned under sub-

1 section (9) of this section, the landlord then may:

2 “(a) Sell the personal property at a public or private sale, provided that
3 prior to the sale of a recreational vehicle, manufactured dwelling or floating
4 home:

5 “(A) The landlord may seek to transfer ownership of record of the per-
6 sonal property by complying with the requirements of the appropriate state
7 agency; and

8 “(B) The landlord shall:

9 “(i) Place a notice in a newspaper of general circulation in the county in
10 which the recreational vehicle, manufactured dwelling or floating home is
11 located. The notice shall state:

12 “(I) That the recreational vehicle, manufactured dwelling or floating
13 home is abandoned;

14 “(II) The tenant’s and owner’s name, if of record or actually known to the
15 landlord;

16 “(III) The address and any space number where the recreational vehicle,
17 manufactured dwelling or floating home is located, and any plate, registra-
18 tion or other identification number for a recreational vehicle or floating
19 home noted on the certificate of title, if actually known to the landlord;

20 “(IV) Whether the sale is by private bidding or public auction;

21 “(V) Whether the landlord is accepting sealed bids and, if so, the last date
22 on which bids will be accepted; and

23 “(VI) The name and telephone number of the person to contact to inspect
24 the recreational vehicle, manufactured dwelling or floating home;

25 “(ii) At a reasonable time prior to the sale, give a copy of the notice re-
26 quired by sub-subparagraph (i) of this subparagraph to the tenant and to any
27 lienholder and owner, by personal delivery or first class mail, except that for
28 any lienholder, mail service must be by first class mail with certificate of
29 mailing;

30 “(iii) Obtain an affidavit of publication from the newspaper to show that

1 the notice required under sub-subparagraph (i) of this subparagraph ran in
2 the newspaper at least one day in each of two consecutive weeks prior to the
3 date scheduled for the sale or the last date bids will be accepted; and

4 “(iv) Obtain written proof from the county that all property taxes and
5 assessments on the manufactured dwelling or floating home have been paid
6 or, if not paid, that the county has authorized the sale, with the sale pro-
7 ceeds to be distributed pursuant to subsection (13) of this section;

8 “(b) Destroy or otherwise dispose of the personal property if the landlord
9 determines that:

10 “(A) For a manufactured dwelling or floating home, the current market
11 value of the property is \$8,000 or less as determined by the county assessor;

12 “(B) For a recreational vehicle, the current market value of the vehicle
13 is \$4,000 or less; or

14 “(C) For all other personal property, the reasonable current fair market
15 value is \$1,000 or less or so low that the cost of storage and conducting a
16 public sale probably exceeds the amount that would be realized from the sale;
17 or

18 “(c) Consistent with paragraphs (a) and (b) of this subsection, sell certain
19 items and destroy or otherwise dispose of the remaining personal property.

20 “(11)(a) A public or private sale authorized by this section must:

21 “(A) For a recreational vehicle, manufactured dwelling or floating home,
22 be conducted consistent with the terms listed in subsection (10)(a)(B)(i) of
23 this section. Every aspect of the sale including the method, manner, time,
24 place and terms must be commercially reasonable; or

25 “(B) For all other personal property, be conducted under the provisions
26 of ORS 79.0610.

27 “(b) If there is no buyer at a sale of a manufactured dwelling or floating
28 home, the personal property is considered to be worth \$8,000 or less, re-
29 gardless of current market value, and the landlord shall destroy or otherwise
30 dispose of the personal property.

1 “(12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord inten-
2 tionally misrepresents the condition of a manufactured dwelling or floating
3 home, the landlord is not liable for the condition of the dwelling or home
4 to:

5 “(a) A buyer of the dwelling or home at a sale pursuant to subsection
6 (10)(a) of this section, with or without consideration; or

7 “(b) A person or nonprofit organization to whom the landlord gives the
8 dwelling or home pursuant to subsection (1)(b), (10)(b) or (11)(b) of this sec-
9 tion.

10 “(13)(a) The landlord may deduct from the proceeds of the sale:

11 “(A) The reasonable or actual cost of notice, storage and sale; and

12 “(B) Unpaid rent.

13 “(b) If the sale was of a manufactured dwelling or floating home, after
14 deducting the amounts listed in paragraph (a) of this subsection, the landlord
15 shall remit the remaining proceeds, if any, to the county tax collector to the
16 extent of any unpaid property taxes and assessments owed on the dwelling
17 or home.

18 “(c) If the sale was of a recreational vehicle, manufactured dwelling or
19 floating home, after deducting the amounts listed in paragraphs (a) and (b)
20 of this subsection, if applicable, the landlord shall remit the remaining pro-
21 ceeds, if any, to any lienholder to the extent of any unpaid balance owed on
22 the lien on the recreational vehicle, dwelling or home.

23 “(d) After deducting the amounts listed in paragraphs (a), (b) and (c) of
24 this subsection, if applicable, the landlord shall remit to the tenant or owner
25 the remaining proceeds, if any, together with an itemized accounting.

26 “(e) If the tenant or owner cannot after due diligence be found, the
27 landlord shall deposit the remaining proceeds with the county treasurer of
28 the county in which the sale occurred. If not claimed within three years, the
29 deposited proceeds revert to the general fund of the county and are available
30 for general purposes.

1 “(14) The county tax collector shall cancel all unpaid property taxes and
2 assessments owed on a manufactured dwelling or floating home, as provided
3 under ORS 311.790, only under one of the following circumstances:

4 “(a) The landlord disposes of the manufactured dwelling or floating home
5 after a determination described in subsection (10)(b) of this section.

6 “(b) There is no buyer of the manufactured dwelling or floating home at
7 a sale described under subsection (11) of this section.

8 “(c)(A) There is a buyer of the manufactured dwelling or floating home
9 at a sale described under subsection (11) of this section;

10 “(B) The current market value of the manufactured dwelling or floating
11 home is \$8,000 or less; and

12 “(C) The proceeds of the sale are insufficient to satisfy the unpaid prop-
13 erty taxes and assessments owed on the dwelling or home after distribution
14 of the proceeds pursuant to subsection (13) of this section.

15 “(d)(A) The landlord buys the manufactured dwelling or floating home at
16 a sale described under subsection (11) of this section;

17 “(B) The current market value of the manufactured dwelling or floating
18 home is more than \$8,000;

19 “(C) The proceeds of the sale are insufficient to satisfy the unpaid prop-
20 erty taxes and assessments owed on the manufactured dwelling or floating
21 home after distribution of the proceeds pursuant to subsection (13) of this
22 section; and

23 “(D) The landlord disposes of the manufactured dwelling or floating home.

24 “(15) The landlord is not responsible for any loss to the tenant, lienholder
25 or owner resulting from storage of personal property in compliance with this
26 section unless the loss was caused by the landlord’s deliberate or negligent
27 act. In the event of a deliberate and malicious violation, the landlord is lia-
28 ble for twice the actual damages sustained by the tenant, lienholder or
29 owner.

30 “(16) Complete compliance in good faith with this section shall constitute

1 a complete defense in any action brought by a tenant, lienholder or owner
2 against a landlord for loss or damage to such personal property disposed of
3 pursuant to this section.

4 “(17) If a landlord does not comply with this section:

5 “(a) The tenant is relieved of any liability for damage to the premises
6 caused by conduct that was not deliberate, intentional or grossly negligent
7 and for unpaid rent and may recover from the landlord up to twice the actual
8 damages sustained by the tenant;

9 “(b) A lienholder or owner aggrieved by the noncompliance may recover
10 from the landlord the actual damages sustained by the lienholder or owner.
11 ORS 90.255 does not authorize an award of attorney fees to the prevailing
12 party in any action arising under this paragraph; and

13 “(c) A county tax collector aggrieved by the noncompliance may recover
14 from the landlord the actual damages sustained by the tax collector, if the
15 noncompliance is part of an effort by the landlord to defraud the tax col-
16 lector. ORS 90.255 does not authorize an award of attorney fees to the pre-
17 vailing party in any action arising under this paragraph.

18 “(18) In the case of an abandoned recreational vehicle, manufactured
19 dwelling or floating home, the provisions of this section regarding the rights
20 and responsibilities of a tenant to the abandoned vehicle, dwelling or home
21 also apply to any lienholder except that the lienholder may not sell or re-
22 move the vehicle, dwelling or home unless:

23 “(a) The lienholder has foreclosed its lien on the recreational vehicle,
24 manufactured dwelling or floating home;

25 “(b) The tenant or a personal representative or designated person de-
26 scribed in subsection (20) of this section has waived all rights under this
27 section pursuant to subsection (26) of this section; or

28 “(c) The notice and response periods provided by subsections (6) and (8)
29 of this section have expired.

30 “(19)(a) In the case of an abandoned manufactured dwelling or floating

1 home but not including a dwelling or home abandoned following a termi-
2 nation pursuant to ORS 90.429 and except as provided by subsection (20)(d)
3 and (e) of this section, if a lienholder makes a timely response to a notice
4 of abandoned personal property pursuant to subsections (6) and (8) of this
5 section and so requests, a landlord shall enter into a written storage agree-
6 ment with the lienholder providing that the dwelling or home may not be
7 sold or disposed of by the landlord for up to 12 months. A storage agreement
8 entitles the lienholder to store the personal property on the previously
9 rented space during the term of the agreement, but does not entitle anyone
10 to occupy the personal property.

11 “(b) The lienholder’s right to a storage agreement arises upon the failure
12 of the tenant, owner or, in the case of a deceased tenant, the personal rep-
13 resentative, designated person, heir or devisee to remove or sell the dwelling
14 or home within the allotted time.

15 “(c) To exercise the right to a storage agreement under this subsection,
16 in addition to contacting the landlord with a timely response as described
17 in paragraph (a) of this subsection, the lienholder must enter into the pro-
18 posed storage agreement within 60 days after the landlord gives a copy of the
19 agreement to the lienholder. The landlord shall give a copy of the proposed
20 storage agreement to the lienholder in the same manner as provided by sub-
21 section (4)(b) of this section. The landlord may include a copy of the pro-
22 posed storage agreement with the notice of abandoned property required by
23 subsection (4) of this section. A lienholder enters into a storage agreement
24 by signing a copy of the agreement provided by the landlord and personally
25 delivering or mailing the signed copy to the landlord within the 60-day pe-
26 riod.

27 “(d) The storage agreement may require, in addition to other provisions
28 agreed to by the landlord and the lienholder, that:

29 “(A) The lienholder make timely periodic payment of all storage charges,
30 as described in subsection (7)(d) of this section, accruing from the com-

1 mencement of the 45-day period described in subsection (6) of this section.
2 A storage charge may include a utility or service charge, as described in
3 ORS 90.562, if limited to charges for electricity, water, sewer service and
4 natural gas and if incidental to the storage of personal property. A storage
5 charge may not be due more frequently than monthly;

6 “(B) The lienholder pay a late charge or fee for failure to pay a storage
7 charge by the date required in the agreement, if the amount of the late
8 charge is no greater than for late charges described in the rental agreement
9 between the landlord and the tenant; and

10 “(C) The lienholder maintain the personal property and the space on
11 which the personal property is stored in a manner consistent with the rights
12 and obligations described in the rental agreement between the landlord and
13 the tenant.

14 “(e) During the term of an agreement described under this subsection, the
15 lienholder has the right to remove or sell the property, subject to the pro-
16 visions of the lien. Selling the property includes a sale to a purchaser who
17 wishes to leave the dwelling or home on the rented space and become a
18 tenant, subject to any conditions previously agreed to by the landlord and
19 tenant regarding the landlord’s approval of a purchaser or, if there was no
20 such agreement, any reasonable conditions by the landlord regarding ap-
21 proval of any purchaser who wishes to leave the dwelling or home on the
22 rented space and become a tenant. The landlord also may condition approval
23 for occupancy of any purchaser of the property upon payment of all unpaid
24 storage charges and maintenance costs.

25 “(f)(A) If the lienholder violates the storage agreement, the landlord may
26 terminate the agreement by giving at least 90 days’ written notice to the
27 lienholder stating facts sufficient to notify the lienholder of the reason for
28 the termination. Unless the lienholder corrects the violation within the no-
29 tice period, the agreement terminates as provided and the landlord may sell
30 or dispose of the dwelling or home without further notice to the lienholder.

1 “(B) After a landlord gives a termination notice pursuant to subparagraph
2 (A) of this paragraph for failure of the lienholder to pay a storage charge
3 and the lienholder corrects the violation, if the lienholder again violates the
4 storage agreement by failing to pay a subsequent storage charge, the land-
5 lord may terminate the agreement by giving at least 30 days’ written notice
6 to the lienholder stating facts sufficient to notify the lienholder of the reason
7 for termination. Unless the lienholder corrects the violation within the no-
8 tice period, the agreement terminates as provided and the landlord may sell
9 or dispose of the property without further notice to the lienholder.

10 “(C) A lienholder may terminate a storage agreement at any time upon
11 at least 14 days’ written notice to the landlord and may remove the property
12 from the rented space if the lienholder has paid all storage charges and other
13 charges as provided in the agreement.

14 “(g) Upon the failure of a lienholder to enter into a storage agreement
15 as provided by this subsection or upon termination of an agreement, unless
16 the parties otherwise agree or the lienholder has sold or removed the man-
17 ufactured dwelling or floating home, the landlord may sell or dispose of the
18 property pursuant to this section without further notice to the lienholder.

19 “(20) If the personal property is a manufactured dwelling or floating home
20 and is considered abandoned as a result of the death of a tenant who was
21 the only tenant and who owned the dwelling or home, this section applies,
22 except as follows:

23 “(a) The following persons have the same rights and responsibilities re-
24 garding the abandoned dwelling or home as a tenant:

25 “(A) Any personal representative named in a will or appointed by a court
26 to act for the deceased tenant.

27 “(B) Any person designated in writing by the tenant to be contacted by
28 the landlord in the event of the tenant’s death.

29 “(b) The notice required by subsection (3) of this section must be:

30 “(A) Sent by first class mail to the deceased tenant at the premises; and

1 “(B) Personally delivered or sent by first class mail to any personal rep-
2 resentative or designated person, if actually known to the landlord.

3 “(c) The notice described in subsection (5) of this section must refer to
4 any personal representative or designated person, instead of the deceased
5 tenant, and must incorporate the provisions of this subsection.

6 “(d) If a personal representative, designated person or other person enti-
7 tled to possession of the property, such as an heir or devisee, responds by
8 actual notice to a landlord within the 45-day period provided by subsection
9 (6) of this section and so requests, the landlord shall enter into a written
10 storage agreement with the representative or person providing that the
11 dwelling or home may not be sold or disposed of by the landlord for up to
12 90 days or until conclusion of any probate proceedings, whichever is later.
13 A storage agreement entitles the representative or person to store the per-
14 sonal property on the previously rented space during the term of the agree-
15 ment, but does not entitle anyone to occupy the personal property. If such
16 an agreement is entered, the landlord may not enter a similar agreement
17 with a lienholder pursuant to subsection (19) of this section until the
18 agreement with the personal representative or designated person ends.

19 “(e) If a personal representative or other person requests that a landlord
20 enter into a storage agreement, subsection (19)(c), (d) and (f)(C) of this sec-
21 tion applies, with the representative or person having the rights and re-
22 sponsibilities of a lienholder with regard to the storage agreement.

23 “(f) During the term of an agreement described under paragraph (d) of
24 this subsection, the representative or person has the right to remove or sell
25 the dwelling or home, including a sale to a purchaser or a transfer to an heir
26 or devisee where the purchaser, heir or devisee wishes to leave the dwelling
27 or home on the rented space and become a tenant, subject to any conditions
28 previously agreed to by the landlord and tenant regarding the landlord’s
29 approval for occupancy of a purchaser, heir or devisee or, if there was no
30 such agreement, any reasonable conditions by the landlord regarding ap-

1 proval for occupancy of any purchaser, heir or devisee who wishes to leave
2 the dwelling or home on the rented space and become a tenant. The landlord
3 also may condition approval for occupancy of any purchaser, heir or devisee
4 of the dwelling or home upon payment of all unpaid storage charges and
5 maintenance costs.

6 “(g) If the representative or person violates the storage agreement, the
7 landlord may terminate the agreement by giving at least 30 days’ written
8 notice to the representative or person stating facts sufficient to notify the
9 representative or person of the reason for the termination. Unless the rep-
10 resentative or person corrects the violation within the notice period, the
11 agreement terminates as provided and the landlord may sell or dispose of the
12 dwelling or home without further notice to the representative or person.

13 “(h) Upon the failure of a representative or person to enter into a storage
14 agreement as provided by this subsection or upon termination of an agree-
15 ment, unless the parties otherwise agree or the representative or person has
16 sold or removed the manufactured dwelling or floating home, the landlord
17 may sell or dispose of the property pursuant to this section without further
18 notice to the representative or person.

19 “(21) If the personal property is other than a manufactured dwelling or
20 floating home and is considered abandoned as a result of the death of a
21 tenant who was the only tenant and who owned the personal property, this
22 section applies except as follows:

23 “(a) The following persons have the same rights and responsibilities re-
24 garding the abandoned personal property as a tenant:

25 “(A) An heir or devisee.

26 “(B) Any personal representative named in a will or appointed by a court
27 to act for the deceased tenant.

28 “(C) Any person designated in writing by the tenant to be contacted by
29 the landlord in the event of the tenant’s death.

30 “(b) The notice required by subsection (3) of this section must be:

1 “(A) Sent by first class mail to the deceased tenant at the premises;

2 “(B) Personally delivered or sent by first class mail to any heir, devisee,
3 personal representative or designated person, if actually known to the land-
4 lord; and

5 “(C) Sent by first class mail to the attention of an estate administrator
6 of the State Treasurer.

7 “(c) The notice described in subsection (5) of this section must refer to
8 the heir, devisee, personal representative, designated person or estate ad-
9 ministrator of the State Treasurer, instead of the deceased tenant, and must
10 incorporate the provisions of this subsection.

11 “(d) The landlord shall allow a person that is an heir, devisee or personal
12 representative of the tenant, or an estate administrator of the State Treas-
13 urer, to remove the personal property if the person contacts the landlord
14 within the period provided by subsection (6) of this section, complies with
15 the requirements of this section and provides the landlord with reasonable
16 evidence that the person is an heir, devisee or personal representative, or
17 an estate administrator of the State Treasurer.

18 “(e) If no heir, devisee or personal representative of the tenant, or no
19 estate administrator of the State Treasurer, contacts the landlord within the
20 time period provided by subsection (6) of this section, the landlord shall al-
21 low removal of the personal property by the designated person of the tenant,
22 if the designated person contacts the landlord within that period and com-
23 plies with the requirements of this section and provides the landlord with
24 reasonable evidence that the person is the designated person.

25 “(f) A landlord who allows removal of personal property under this sub-
26 section is not liable to another person that has a claim or interest in the
27 personal property.

28 “(22) If a governmental agency determines that the condition of a manu-
29 factured dwelling or floating home abandoned under this section constitutes
30 an extreme health or safety hazard under state or local law and the agency

1 determines that the hazard endangers others in the immediate vicinity and
2 requires quick removal of the property, the landlord may sell or dispose of
3 the property pursuant to this subsection. The landlord shall comply with all
4 provisions of this section, except as follows:

5 “(a) The date provided in subsection (6) of this section by which a tenant,
6 lienholder, owner, personal representative or designated person must contact
7 a landlord to arrange for the disposition of the property must be not less
8 than 15 days after personal delivery or mailing of the notice required by
9 subsection (3) of this section.

10 “(b) The date provided in subsections (8) and (9) of this section by which
11 a tenant, lienholder, owner, personal representative or designated person
12 must remove the property must be not less than seven days after the tenant,
13 lienholder, owner, personal representative or designated person contacts the
14 landlord.

15 “(c) The notice required by subsection (3) of this section must be as pro-
16 vided in subsection (5) of this section, except that:

17 “(A) The dates and deadlines in the notice for contacting the landlord and
18 removing the property must be consistent with this subsection;

19 “(B) The notice must state that a governmental agency has determined
20 that the property constitutes an extreme health or safety hazard and must
21 be removed quickly; and

22 “(C) The landlord shall attach a copy of the agency’s determination to the
23 notice.

24 “(d) If the tenant, a lienholder, owner, personal representative or desig-
25 nated person does not remove the property within the time allowed, the
26 landlord or a buyer at a sale by the landlord under subsection (11) of this
27 section shall promptly remove the property from the facility.

28 “(e) A landlord is not required to enter into a storage agreement with a
29 lienholder, owner, personal representative or designated person pursuant to
30 subsection (19) of this section.

1 “(23)(a) If an official or agency referred to in ORS 453.876 notifies the
2 landlord that the official or agency has determined that all or part of the
3 premises is unfit for use as a result of the presence of an illegal drug man-
4 ufacturing site involving methamphetamine, and the landlord complies with
5 this subsection, the landlord is not required to comply with subsections (1)
6 to (22) and (24) to (27) of this section with regard to personal property left
7 on the portion of the premises that the official or agency has determined to
8 be unfit for use.

9 “(b) Upon receiving notice from an official or agency determining the
10 premises to be unfit for use, the landlord shall promptly give written notice
11 to the tenant as provided in subsection (3) of this section. The landlord shall
12 also attach a copy of the notice in a secure manner to the main entrance of
13 the dwelling unit. The notice to the tenant shall include a copy of the
14 official’s or agency’s notice and state:

15 “(A) That the premises, or a portion of the premises, has been determined
16 by an official or agency to be unfit for use due to contamination from the
17 manufacture of methamphetamine and that as a result subsections (1) to (22)
18 and (24) to (27) of this section do not apply to personal property left on any
19 portion of the premises determined to be unfit for use;

20 “(B) That the landlord has hired, or will hire, a contractor to assess the
21 level of contamination of the site and to decontaminate the site;

22 “(C) That upon hiring the contractor, the landlord will provide to the
23 tenant the name, address and telephone number of the contractor; and

24 “(D) That the tenant may contact the contractor to determine whether
25 any of the tenant’s personal property may be removed from the premises or
26 may be decontaminated at the tenant’s expense and then removed.

27 “(c) To the extent consistent with rules of the Department of Human
28 Services, the contractor may release personal property to the tenant.

29 “(d) If the contractor and the department determine that the premises or
30 the tenant’s personal property is not unfit for use, upon notification by the

1 department of the determination, the landlord shall comply with subsections
2 (1) to (22) and (24) to (27) of this section for any personal property left on
3 the premises.

4 “(e) Except as provided in paragraph (d) of this subsection, the landlord
5 is not responsible for storing or returning any personal property left on the
6 portion of the premises that is unfit for use.

7 “(24) In the case of an abandoned recreational vehicle, manufactured
8 dwelling or floating home that is owned by someone other than the tenant,
9 the provisions of this section regarding the rights and responsibilities of a
10 tenant to the abandoned vehicle, dwelling or home also apply to that owner,
11 with regard only to the vehicle, dwelling or home, and not to any goods left
12 inside or outside the vehicle, dwelling or home.

13 “(25) [*In the case of an abandoned motor vehicle, including a recreational*
14 *vehicle, The*] A procedure authorized by ORS **90.485, 98.810 to 98.818 or**
15 **98.830** for removal of abandoned motor vehicles from private property:

16 “(a) **Must be used for a vehicle other than a recreational vehicle.**

17 “(b) May be used by a landlord as an alternative to the procedures re-
18 quired in this section **for a recreational vehicle.**

19 “(26)(a) A landlord may sell or dispose of a tenant’s abandoned personal
20 property without complying with subsections (1) to (25) and (27) of this sec-
21 tion if, after termination of the tenancy or no more than seven days prior
22 to the termination of the tenancy, the following parties so agree in a writing
23 entered into in good faith:

24 “(A) The landlord;

25 “(B) The tenant, or for an abandonment as the result of the death of a
26 tenant who was the only tenant, the personal representative, designated
27 person or other person entitled to possession of the personal property, such
28 as an heir or devisee, as described in subsection (20) or (21) of this section;
29 and

30 “(C) In the case of a manufactured dwelling, floating home or recreational

1 vehicle, any owner and any lienholder.

2 “(b) A landlord may not, as part of a rental agreement, require a tenant,
3 a personal representative, a designated person or any lienholder or owner to
4 waive any right provided by this section.

5 “(27) Until personal property is conclusively presumed to be abandoned
6 under subsection (9) of this section, a landlord does not have a lien pursuant
7 to ORS 87.152 for storing the personal property.

8 **“SECTION 2.** ORS 90.675 is amended to read:

9 “90.675. (1) As used in this section:

10 “(a) ‘Current market value’ means the amount in cash, as determined by
11 the county assessor, that could reasonably be expected to be paid for per-
12 sonal property by an informed buyer to an informed seller, each acting
13 without compulsion in an arm’s-length transaction occurring on the assess-
14 ment date for the tax year or on the date of a subsequent reappraisal by the
15 county assessor.

16 “(b) ‘Dispose of the personal property’ means that, if reasonably appro-
17 priate, the landlord may throw away the property or may give it without
18 consideration to a nonprofit organization or to a person unrelated to the
19 landlord. The landlord may not retain the property for personal use or ben-
20 efit.

21 “(c) ‘Lienholder’ means any lienholder of abandoned personal property, if
22 the lien is of record or the lienholder is actually known to the landlord.

23 “(d) ‘Of record’ means:

24 “(A) For a manufactured dwelling, that a security interest has been
25 properly recorded in the records of the Department of Consumer and Busi-
26 ness Services pursuant to ORS 446.611 or on a certificate of title issued by
27 the Department of Transportation prior to May 1, 2005.

28 “(B) For a floating home, that a security interest has been properly re-
29 corded with the State Marine Board pursuant to ORS 830.740 to 830.755 for
30 a home registered and titled with the board pursuant to ORS 830.715.

1 “(e)(A) ‘Personal property’ means only a manufactured dwelling or float-
2 ing home located in a facility and subject to ORS 90.505 to 90.850.

3 “(B) ‘Personal property’ does not include **vehicles, including recre-**
4 **ational vehicles, or** goods left inside a manufactured dwelling or floating
5 home or left upon a rented space and subject to disposition under ORS
6 90.425.

7 “(2) A landlord is responsible for abandoned personal property and shall
8 store, sell or dispose of abandoned personal property as provided by this
9 section. This section governs the rights and obligations of landlords, tenants
10 and any lienholders in any personal property abandoned or left upon the
11 premises by the tenant or any lienholder in the following circumstances:

12 “(a) The tenancy has ended by termination or expiration of a rental
13 agreement or by relinquishment or abandonment of the premises and the
14 landlord reasonably believes under all the circumstances that the tenant has
15 left the personal property upon the premises with no intention of asserting
16 any further claim to the premises or to the personal property;

17 “(b) The tenant has been absent from the premises continuously for seven
18 days after termination of a tenancy by a court order that has not been exe-
19 cuted; or

20 “(c) The landlord receives possession of the premises from the sheriff
21 following restitution pursuant to ORS 105.161.

22 “(3) Prior to storing, selling or disposing of the tenant’s personal property
23 under this section, the landlord must give a written notice to the tenant that
24 must be:

25 “(a) Personally delivered to the tenant; or

26 “(b) Sent by first class mail addressed and mailed to the tenant at:

27 “(A) The premises;

28 “(B) Any post-office box held by the tenant and actually known to the
29 landlord; and

30 “(C) The most recent forwarding address if provided by the tenant or ac-

1 tually known to the landlord.

2 “(4)(a) A landlord shall also give a copy of the notice described in sub-
3 section (3) of this section to:

4 “(A) Any lienholder of the personal property;

5 “(B) The tax collector of the county where the personal property is lo-
6 cated; and

7 “(C) The assessor of the county where the personal property is located.

8 “(b) The landlord shall give the notice copy required by this subsection
9 by personal delivery or first class mail, except that for any lienholder, mail
10 service must be both by first class mail and by certified mail with return
11 receipt requested.

12 “(c) A notice to lienholders under paragraph (a)(A) of this subsection
13 must be sent to each lienholder at each address:

14 “(A) Actually known to the landlord;

15 “(B) Of record; and

16 “(C) Provided to the landlord by the lienholder in a written notice that
17 identifies the personal property subject to the lien and that was sent to the
18 landlord by certified mail with return receipt requested within the preceding
19 five years. The notice must identify the personal property by describing the
20 physical address of the property.

21 “(5) The notice required under subsection (3) of this section must state
22 that:

23 “(a) The personal property left upon the premises is considered aban-
24 doned;

25 “(b) The tenant or any lienholder must contact the landlord by a specified
26 date, as provided in subsection (6) of this section, to arrange for the removal
27 of the abandoned personal property;

28 “(c) The personal property is stored on the rented space;

29 “(d) The tenant or any lienholder, except as provided by subsection (19)
30 of this section, may arrange for removal of the personal property by con-

1 tacting the landlord at a described telephone number or address on or before
2 the specified date;

3 “(e) The landlord shall make the personal property available for removal
4 by the tenant or any lienholder, except as provided by subsection (19) of this
5 section, by appointment at reasonable times;

6 “(f) If the personal property is considered to be abandoned pursuant to
7 subsection (2)(a) or (b) of this section, the landlord may require payment of
8 storage charges, as provided by subsection (7)(b) of this section, prior to re-
9 leasing the personal property to the tenant or any lienholder;

10 “(g) If the personal property is considered to be abandoned pursuant to
11 subsection (2)(c) of this section, the landlord may not require payment of
12 storage charges prior to releasing the personal property;

13 “(h) If the tenant or any lienholder fails to contact the landlord by the
14 specified date or fails to remove the personal property within 30 days after
15 that contact, the landlord may sell or dispose of the personal property. If the
16 landlord reasonably believes the county assessor will determine that the
17 current market value of the personal property is \$8,000 or less, and the
18 landlord intends to dispose of the property if the property is not claimed, the
19 notice shall state that belief and intent; and

20 “(i) If applicable, there is a lienholder that has a right to claim the per-
21 sonal property, except as provided by subsection (19) of this section.

22 “(6) For purposes of subsection (5) of this section, the specified date by
23 which a tenant or lienholder must contact a landlord to arrange for the
24 disposition of abandoned personal property must be not less than 45 days
25 after personal delivery or mailing of the notice.

26 “(7) After notifying the tenant as required by subsection (3) of this sec-
27 tion, the landlord:

28 “(a) Shall store the abandoned personal property of the tenant on the
29 rented space and shall exercise reasonable care for the personal property;
30 and

1 “(b) Is entitled to reasonable or actual storage charges and costs inci-
2 dental to storage or disposal. The storage charge may be no greater than the
3 monthly space rent last payable by the tenant.

4 “(8) If a tenant or lienholder, upon the receipt of the notice provided by
5 subsection (3) or (4) of this section or otherwise, responds by actual notice
6 to the landlord on or before the specified date in the landlord’s notice that
7 the tenant or lienholder intends to remove the personal property from the
8 premises, the landlord must make that personal property available for re-
9 moval by the tenant or lienholder by appointment at reasonable times during
10 the 30 days following the date of the response, subject to subsection (19) of
11 this section. If the personal property is considered to be abandoned pursuant
12 to subsection (2)(a) or (b) of this section, but not pursuant to subsection
13 (2)(c) of this section, the landlord may require payment of storage charges,
14 as provided in subsection (7)(b) of this section, prior to allowing the tenant
15 or lienholder to remove the personal property. Acceptance by a landlord of
16 such payment does not operate to create or reinstate a tenancy or create a
17 waiver pursuant to ORS 90.412 or 90.417.

18 “(9) Except as provided in subsections (19) to (22) of this section, if the
19 tenant or lienholder does not respond within the time provided by the
20 landlord’s notice, or the tenant or lienholder does not remove the personal
21 property within 30 days after responding to the landlord or by any date
22 agreed to with the landlord, whichever is later, the personal property is
23 conclusively presumed to be abandoned. The tenant and any lienholder that
24 have been given notice pursuant to subsection (3) or (4) of this section shall,
25 except with regard to the distribution of sale proceeds pursuant to subsection
26 (13) of this section, have no further right, title or interest to the personal
27 property and may not claim or sell the property.

28 “(10) If the personal property is presumed to be abandoned under sub-
29 section (9) of this section, the landlord then may:

30 “(a) Sell the personal property at a public or private sale, provided that

1 prior to the sale:

2 “(A) The landlord may seek to transfer ownership of record of the per-
3 sonal property by complying with the requirements of the appropriate state
4 agency; and

5 “(B) The landlord shall:

6 “(i) Place a notice in a newspaper of general circulation in the county in
7 which the personal property is located. The notice shall state:

8 “(I) That the personal property is abandoned;

9 “(II) The tenant’s name;

10 “(III) The address and any space number where the personal property is
11 located, and any plate, registration or other identification number for a
12 floating home noted on the title, if actually known to the landlord;

13 “(IV) Whether the sale is by private bidding or public auction;

14 “(V) Whether the landlord is accepting sealed bids and, if so, the last date
15 on which bids will be accepted; and

16 “(VI) The name and telephone number of the person to contact to inspect
17 the personal property;

18 “(ii) At a reasonable time prior to the sale, give a copy of the notice re-
19 quired by sub-subparagraph (i) of this subparagraph to the tenant and to any
20 lienholder, by personal delivery or first class mail, except that for any
21 lienholder, mail service must be by first class mail with certificate of mail-
22 ing;

23 “(iii) Obtain an affidavit of publication from the newspaper to show that
24 the notice required under sub-subparagraph (i) of this subparagraph ran in
25 the newspaper at least one day in each of two consecutive weeks prior to the
26 date scheduled for the sale or the last date bids will be accepted; and

27 “(iv) Obtain written proof from the county that all property taxes and
28 assessments on the personal property have been paid or, if not paid, that the
29 county has authorized the sale, with the sale proceeds to be distributed
30 pursuant to subsection (13) of this section; or

1 “(b) Destroy or otherwise dispose of the personal property if the landlord
2 determines from the county assessor that the current market value of the
3 property is \$8,000 or less.

4 “(11)(a) A public or private sale authorized by this section must be con-
5 ducted consistent with the terms listed in subsection (10)(a)(B)(i) of this
6 section. Every aspect of the sale including the method, manner, time, place
7 and terms must be commercially reasonable.

8 “(b) If there is no buyer at a sale described under paragraph (a) of this
9 subsection, the personal property is considered to be worth \$8,000 or less,
10 regardless of current market value, and the landlord shall destroy or other-
11 wise dispose of the personal property.

12 “(12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord inten-
13 tionally misrepresents the condition of personal property, the landlord is not
14 liable for the condition of the personal property to:

15 “(a) A buyer of the personal property at a sale pursuant to subsection
16 (10)(a) of this section, with or without consideration; or

17 “(b) A person or nonprofit organization to whom the landlord gives the
18 personal property pursuant to subsection (1)(b), (10)(b) or (11)(b) of this sec-
19 tion.

20 “(13)(a) The landlord may deduct from the proceeds of the sale:

21 “(A) The reasonable or actual cost of notice, storage and sale; and

22 “(B) Unpaid rent.

23 “(b) After deducting the amounts listed in paragraph (a) of this sub-
24 section, the landlord shall remit the remaining proceeds, if any, to the
25 county tax collector to the extent of any unpaid property taxes and assess-
26 ments owed on the dwelling or home.

27 “(c) After deducting the amounts listed in paragraphs (a) and (b) of this
28 subsection, if applicable, the landlord shall remit the remaining proceeds, if
29 any, to any lienholder to the extent of any unpaid balance owed on the lien
30 on the personal property.

1 “(d) After deducting the amounts listed in paragraphs (a), (b) and (c) of
2 this subsection, if applicable, the landlord shall remit to the tenant the re-
3 maining proceeds, if any, together with an itemized accounting.

4 “(e) If the tenant cannot after due diligence be found, the landlord shall
5 deposit the remaining proceeds with the county treasurer of the county in
6 which the sale occurred. If not claimed within three years, the deposited
7 proceeds revert to the general fund of the county and are available for gen-
8 eral purposes.

9 “(14) The county tax collector and the Department of Revenue shall can-
10 cel all unpaid property taxes and special assessments as provided under ORS
11 305.155 and 311.790 only under one of the following circumstances:

12 “(a) The landlord disposes of the personal property after a determination
13 described in subsection (10)(b) of this section.

14 “(b) There is no buyer of the personal property at a sale described under
15 subsection (11) of this section and the landlord disposes of the property.

16 “(c)(A) There is a buyer of the personal property at a sale described under
17 subsection (11) of this section;

18 “(B) The current market value of the personal property is \$8,000 or less;
19 and

20 “(C) The proceeds of the sale are insufficient to satisfy the unpaid prop-
21 erty taxes and assessments owed on the personal property after distribution
22 of the proceeds pursuant to subsection (13) of this section.

23 “(d) The landlord buys the personal property at a sale described under
24 subsection (11) of this section and sells the property, in compliance with
25 subsection (15) of this section, to a buyer who intends to occupy the property
26 in the facility in which the property is located.

27 “(e) The landlord acquires the personal property as a result of an agree-
28 ment described in subsection (24) of this section and sells the property, in
29 compliance with subsection (15) of this section, to a buyer who intends to
30 occupy the property in the facility in which the property is located.

1 “(15)(a) Subsection (14)(d) and (e) of this section apply only if:

2 “(A) There exists a lien on the personal property for unpaid property
3 taxes and special assessments owed to a county or to the Department of
4 Revenue and the landlord files an affidavit or declaration with the county
5 tax collector or the Department of Revenue, as appropriate, that states:

6 “(i) The landlord’s intent to sell the property in an arm’s-length trans-
7 action to an unrelated buyer who intends to occupy the property in the fa-
8 cility in which the property is located; and

9 “(ii) That the landlord shall comply with the requirements of this sub-
10 section; and

11 “(B) Following the sale described in paragraph (a)(A) of this subsection,
12 the landlord files an affidavit or declaration with the county tax collector
13 or the Department of Revenue, as appropriate, that states:

14 “(i) That the landlord has sold the property in an arm’s-length transaction
15 to an unrelated buyer who intends to occupy the property in the facility in
16 which the property is located;

17 “(ii) The sale price and a description of the landlord’s claims against the
18 property or costs from the sale, as described under subsection (13)(a) of this
19 section, and any costs of improvements to the property for sale; and

20 “(iii) The period of time, which may not be more than is reasonably nec-
21 essary, that is taken by the landlord to complete the sale of the property.

22 “(b) After a landlord files the affidavit or declaration under paragraph
23 (a)(A) of this subsection, the county tax collector shall provide to the land-
24 lord a title to the property that the landlord may then provide to a buyer
25 at the time of the sale of the property.

26 “(c) The affidavit or declaration described in paragraph (a)(B) of this
27 subsection must be accompanied by:

28 “(A) Payment to the county tax collector or the Department of Revenue,
29 as appropriate, of the amount remaining from the sale proceeds after the
30 deduction of the landlord’s claims and costs as described in the affidavit or

1 declaration, up to the amount of the unpaid taxes or tax lien. The landlord
2 may retain the amount of the sale proceeds that exceed the amount of the
3 unpaid taxes or tax lien;

4 “(B) Payment to the county tax collector of any county warrant fees; and

5 “(C) An affidavit or declaration from the buyer that states the buyer’s
6 intent to occupy the property in the facility in which the property is located.

7 “(d) Upon a showing of compliance with paragraph (c) of this subsection,
8 the county tax collector or the Department of Revenue shall cancel all un-
9 paid taxes or tax liens on the property.

10 “(16) The landlord is not responsible for any loss to the tenant or
11 lienholder resulting from storage of personal property in compliance with
12 this section unless the loss was caused by the landlord’s deliberate or
13 negligent act. In the event of a deliberate and malicious violation, the land-
14 lord is liable for twice the actual damages sustained by the tenant or
15 lienholder.

16 “(17) Complete compliance in good faith with this section shall constitute
17 a complete defense in any action brought by a tenant or lienholder against
18 a landlord for loss or damage to such personal property disposed of pursuant
19 to this section.

20 “(18) If a landlord does not comply with this section:

21 “(a) The tenant is relieved of any liability for damage to the premises
22 caused by conduct that was not deliberate, intentional or grossly negligent
23 and for unpaid rent and may recover from the landlord up to twice the actual
24 damages sustained by the tenant;

25 “(b) A lienholder aggrieved by the noncompliance may recover from the
26 landlord the actual damages sustained by the lienholder. ORS 90.255 does
27 not authorize an award of attorney fees to the prevailing party in any action
28 arising under this paragraph; and

29 “(c) A county tax collector aggrieved by the noncompliance may recover
30 from the landlord the actual damages sustained by the tax collector, if the

1 noncompliance is part of an effort by the landlord to defraud the tax col-
2 lector. ORS 90.255 does not authorize an award of attorney fees to the pre-
3 vailing party in any action arising under this paragraph.

4 “(19) The provisions of this section regarding the rights and responsibil-
5 ities of a tenant to the abandoned personal property also apply to any
6 lienholder, except that the lienholder may not sell or remove the dwelling
7 or home unless:

8 “(a) The lienholder has foreclosed the lien on the manufactured dwelling
9 or floating home;

10 “(b) The tenant or a personal representative or designated person de-
11 scribed in subsection (21) of this section has waived all rights under this
12 section pursuant to subsection (24) of this section; or

13 “(c) The notice and response periods provided by subsections (6) and (8)
14 of this section have expired.

15 “(20)(a) Except as provided by subsection (21)(d) and (e) of this section,
16 if a lienholder makes a timely response to a notice of abandoned personal
17 property pursuant to subsections (6) and (8) of this section and so requests,
18 a landlord shall enter into a written storage agreement with the lienholder
19 providing that the personal property may not be sold or disposed of by the
20 landlord for up to 12 months. A storage agreement entitles the lienholder to
21 store the personal property on the previously rented space during the term
22 of the agreement, but does not entitle anyone to occupy the personal prop-
23 erty.

24 “(b) The lienholder’s right to a storage agreement arises upon the failure
25 of the tenant or, in the case of a deceased tenant, the personal represen-
26 tative, designated person, heir or devisee to remove or sell the dwelling or
27 home within the allotted time.

28 “(c) To exercise the right to a storage agreement under this subsection,
29 in addition to contacting the landlord with a timely response as described
30 in paragraph (a) of this subsection, the lienholder must enter into the pro-

1 posed storage agreement within 60 days after the landlord gives a copy of the
2 agreement to the lienholder. The landlord shall give a copy of the proposed
3 storage agreement to the lienholder in the same manner as provided by sub-
4 section (4)(b) of this section. The landlord may include a copy of the pro-
5 posed storage agreement with the notice of abandoned property required by
6 subsection (4) of this section. A lienholder enters into a storage agreement
7 by signing a copy of the agreement provided by the landlord and personally
8 delivering or mailing the signed copy to the landlord within the 60-day pe-
9 riod. If the tenancy is in a marina, the proposed storage agreement is con-
10 ditioned upon the tenant not electing to enter into a storage agreement
11 under subsection (22) of this section.

12 “(d) The storage agreement may require, in addition to other provisions
13 agreed to by the landlord and the lienholder, that:

14 “(A) The lienholder make timely periodic payment of all storage charges,
15 as described in subsection (7)(b) of this section, accruing from the com-
16 mencement of the 45-day period described in subsection (6) of this section.
17 A storage charge may include a utility or service charge, as described in
18 ORS 90.562, if limited to charges for electricity, water, sewer service and
19 natural gas and if incidental to the storage of personal property. A storage
20 charge may not be due more frequently than monthly;

21 “(B) The lienholder pay a late charge or fee for failure to pay a storage
22 charge by the date required in the agreement, if the amount of the late
23 charge is no greater than for late charges imposed on facility tenants;

24 “(C) The lienholder maintain the personal property and the space on
25 which the personal property is stored in a manner consistent with the rights
26 and obligations described in the rental agreement that the landlord currently
27 provides to tenants as required by ORS 90.510 (4); and

28 “(D) The lienholder repair any defects in the physical condition of the
29 personal property that existed prior to the lienholder entering into the stor-
30 age agreement, if the defects and necessary repairs are reasonably described

1 in the storage agreement and, for homes that were first placed on the space
2 within the previous 24 months, the repairs are reasonably consistent with
3 facility standards in effect at the time of placement. The lienholder shall
4 have 90 days after entering into the storage agreement to make the repairs.
5 Failure to make the repairs within the allotted time constitutes a violation
6 of the storage agreement and the landlord may terminate the agreement by
7 giving at least 14 days' written notice to the lienholder stating facts suffi-
8 cient to notify the lienholder of the reason for termination. Unless the
9 lienholder corrects the violation within the notice period, the agreement
10 terminates as provided and the landlord may sell or dispose of the property
11 without further notice to the lienholder.

12 “(e) Notwithstanding subsection (7)(b) of this section, a landlord may in-
13 crease the storage charge if the increase is part of a facility-wide rent in-
14 crease for all facility tenants, the increase is no greater than the increase
15 for other tenants and the landlord gives the lienholder written notice con-
16 sistent with the requirements of ORS 90.600.

17 “(f) During the term of an agreement described under this subsection, the
18 lienholder has the right to remove or sell the property, subject to the pro-
19 visions of the lien. Selling the property includes a sale to a purchaser who
20 wishes to leave the property on the rented space and become a tenant, sub-
21 ject to the provisions of ORS 90.680. The landlord may condition approval
22 for occupancy of any purchaser of the property upon payment of all unpaid
23 storage charges and maintenance costs.

24 “(g)(A) Except as provided in paragraph (d)(D) of this subsection, if the
25 lienholder violates the storage agreement, the landlord may terminate the
26 agreement by giving at least 90 days' written notice to the lienholder stating
27 facts sufficient to notify the lienholder of the reason for the termination.
28 Unless the lienholder corrects the violation within the notice period, the
29 agreement terminates as provided and the landlord may sell or dispose of the
30 property without further notice to the lienholder.

1 “(B) After a landlord gives a termination notice pursuant to subparagraph
2 (A) of this paragraph for failure of the lienholder to pay a storage charge
3 and the lienholder corrects the violation, if the lienholder again violates the
4 storage agreement by failing to pay a subsequent storage charge, the land-
5 lord may terminate the agreement by giving at least 30 days’ written notice
6 to the lienholder stating facts sufficient to notify the lienholder of the reason
7 for termination. Unless the lienholder corrects the violation within the no-
8 tice period, the agreement terminates as provided and the landlord may sell
9 or dispose of the property without further notice to the lienholder.

10 “(C) A lienholder may terminate a storage agreement at any time upon
11 at least 14 days’ written notice to the landlord and may remove the property
12 from the facility if the lienholder has paid all storage charges and other
13 charges as provided in the agreement.

14 “(h) Upon the failure of a lienholder to enter into a storage agreement
15 as provided by this subsection or upon termination of an agreement, unless
16 the parties otherwise agree or the lienholder has sold or removed the prop-
17 erty, the landlord may sell or dispose of the property pursuant to this section
18 without further notice to the lienholder.

19 “(21) If the personal property is considered abandoned as a result of the
20 death of a tenant who was the only tenant, this section applies, except as
21 follows:

22 “(a) The provisions of this section regarding the rights and responsibil-
23 ities of a tenant to the abandoned personal property shall apply to any per-
24 sonal representative named in a will or appointed by a court to act for the
25 deceased tenant or any person designated in writing by the tenant to be
26 contacted by the landlord in the event of the tenant’s death.

27 “(b) The notice required by subsection (3) of this section must be:

28 “(A) Sent by first class mail to the deceased tenant at the premises; and

29 “(B) Personally delivered or sent by first class mail to any personal rep-
30 resentative or designated person if actually known to the landlord.

1 “(c) The notice described in subsection (5) of this section must refer to
2 any personal representative or designated person, instead of the deceased
3 tenant, and must incorporate the provisions of this subsection.

4 “(d) If a personal representative, designated person or other person enti-
5 tled to possession of the property, such as an heir or devisee, responds by
6 actual notice to a landlord within the 45-day period provided by subsection
7 (6) of this section and so requests, the landlord shall enter into a written
8 storage agreement with the representative or person providing that the per-
9 sonal property may not be sold or disposed of by the landlord for up to 90
10 days or until conclusion of any probate proceedings, whichever is later. A
11 storage agreement entitles the representative or person to store the personal
12 property on the previously rented space during the term of the agreement,
13 but does not entitle anyone to occupy the personal property. If such an
14 agreement is entered, the landlord may not enter a similar agreement with
15 a lienholder pursuant to subsection (20) of this section until the agreement
16 with the personal representative or designated person ends.

17 “(e) If a personal representative or other person requests that a landlord
18 enter into a storage agreement, subsection (20)(c) to (e) and (g)(C) of this
19 section applies, with the representative or person having the rights and re-
20 sponsibilities of a lienholder with regard to the storage agreement.

21 “(f) During the term of an agreement described under paragraph (d) of
22 this subsection, the representative or person has the right to remove or sell
23 the property, including a sale to a purchaser or a transfer to an heir or
24 devisee where the purchaser, heir or devisee wishes to leave the property on
25 the rented space and become a tenant, subject to the provisions of ORS
26 90.680. The landlord also may condition approval for occupancy of any pur-
27 chaser, heir or devisee of the property upon payment of all unpaid storage
28 charges and maintenance costs.

29 “(g) If the representative or person violates the storage agreement, the
30 landlord may terminate the agreement by giving at least 30 days’ written

1 notice to the representative or person stating facts sufficient to notify the
2 representative or person of the reason for the termination. Unless the rep-
3 resentative or person corrects the violation within the notice period, the
4 agreement terminates as provided and the landlord may sell or dispose of the
5 property without further notice to the representative or person.

6 “(h) Upon the failure of a representative or person to enter into a storage
7 agreement as provided by this subsection or upon termination of an agree-
8 ment, unless the parties otherwise agree or the representative or person has
9 sold or removed the property, the landlord may sell or dispose of the property
10 pursuant to this section without further notice to the representative or per-
11 son.

12 “(22)(a) If a tenant of a marina makes a timely response to a notice of
13 abandoned personal property pursuant to subsections (6) and (8) of this sec-
14 tion and so requests, and has not entered into a storage agreement under
15 ORS 90.545 (7), a landlord shall enter into a written storage agreement with
16 the tenant providing that the personal property may not be sold or disposed
17 of by the landlord for up to 12 months. A storage agreement entitles the
18 tenant to store the personal property on the previously rented space during
19 the term of the agreement but does not entitle anyone to occupy the personal
20 property.

21 “(b) To exercise the right to a storage agreement under this subsection,
22 in addition to contacting the landlord with a timely response as described
23 in paragraph (a) of this subsection, the tenant must enter into the proposed
24 storage agreement within 60 days after the landlord gives a copy of the
25 agreement to the tenant. The landlord shall give a copy of the proposed
26 storage agreement to the tenant in the same manner as provided by sub-
27 section (3) of this section. The landlord may include a copy of the proposed
28 storage agreement with the notice of abandoned property required by sub-
29 section (3) of this section. A tenant enters into a storage agreement by
30 signing a copy of the agreement provided by the landlord and personally

1 delivering or mailing the signed copy to the landlord within the 60-day pe-
2 riod.

3 “(c) The storage agreement may require, in addition to other provisions
4 agreed to by the landlord and the tenant, that:

5 “(A) The tenant make timely periodic payment of all storage charges, as
6 described in subsection (7)(b) of this section, accruing from the commence-
7 ment of the 45-day period described in subsection (6) of this section. A stor-
8 age charge may include a utility or service charge, as described in ORS
9 90.562, if limited to charges for electricity, water, sewer service and natural
10 gas and if incidental to the storage of personal property. A storage charge
11 may not be due more frequently than monthly.

12 “(B) The tenant pay a late charge or fee for failure to pay a storage
13 charge by the date required in the agreement, if the amount of the late
14 charge is no greater than for late charges imposed on facility tenants.

15 “(C) The tenant maintain the personal property and the space on which
16 the personal property is stored in a manner consistent with the rights and
17 obligations described in the rental agreement that the landlord currently
18 provides to tenants as required by ORS 90.510 (4).

19 “(D) The tenant repair any defects in the physical condition of the per-
20 sonal property that existed prior to the tenant entering into the storage
21 agreement, except repair the float of the home, if the defects and necessary
22 repairs are reasonably described in the storage agreement and, for homes
23 that were first placed on the space within the previous 24 months, the repairs
24 are reasonably consistent with facility standards in effect at the time of
25 placement. The tenant shall have 90 days after entering into the storage
26 agreement to make the repairs. Failure to make the repairs within the al-
27 lotted time constitutes a violation of the storage agreement and the landlord
28 may terminate the agreement by giving at least 14 days’ written notice to
29 the tenant stating facts sufficient to notify the tenant of the reason for ter-
30 mination. Unless the tenant corrects the violation within the notice period,

1 the agreement terminates as provided and the landlord may sell or dispose
2 of the property without further notice to the tenant.

3 “(d) Notwithstanding subsection (7)(b) of this section, a landlord may in-
4 crease the storage charge if the increase is part of a facility-wide rent in-
5 crease for all facility tenants, the increase is no greater than the increase
6 for other tenants and the landlord gives the tenant written notice consistent
7 with the requirements of ORS 90.600.

8 “(e) During the term of an agreement described under this subsection, the
9 tenant has the right to remove or sell the property. Selling the property in-
10 cludes a sale to a purchaser who wishes to leave the property on the rented
11 space and become a tenant, subject to the provisions of ORS 90.680. The
12 landlord may condition approval for occupancy of any purchaser of the
13 property upon payment of all unpaid storage charges and maintenance costs.

14 “(f)(A) Except as provided in paragraph (c)(D) of this subsection, if the
15 tenant violates the storage agreement, the landlord may terminate the
16 agreement by giving at least 90 days’ written notice to the tenant stating
17 facts sufficient to notify the tenant of the reason for the termination. Unless
18 the tenant corrects the violation within the notice period, the agreement
19 terminates as provided and the landlord may sell or dispose of the property
20 without further notice to the tenant.

21 “(B) After a landlord gives a termination notice pursuant to subparagraph
22 (A) of this paragraph for failure of the tenant to pay a storage charge and
23 the tenant corrects the violation, if the tenant again violates the storage
24 agreement by failing to pay a subsequent storage charge, the landlord may
25 terminate the agreement by giving at least 30 days’ written notice to the
26 tenant stating facts sufficient to notify the tenant of the reason for termi-
27 nation. Unless the tenant corrects the violation within the notice period, the
28 agreement terminates as provided and the landlord may sell or dispose of the
29 property without further notice to the tenant.

30 “(C) A tenant may terminate a storage agreement at any time upon at

1 least 14 days' written notice to the landlord and may remove the property
2 from the facility if the tenant has paid all storage charges and other charges
3 as provided in the agreement.

4 “(g) Upon the failure of a tenant to enter into a storage agreement as
5 provided by this subsection or upon termination of an agreement, unless the
6 parties otherwise agree, the landlord may sell or dispose of the property
7 pursuant to this section without further notice to the tenant after providing
8 at least 15 days' written notice to any lienholder to enter into a storage
9 agreement under subsection (20) of this section.

10 “(23) If a governmental agency determines that the condition of personal
11 property abandoned under this section constitutes an extreme health or
12 safety hazard under state or local law and the agency determines that the
13 hazard endangers others in the facility and requires quick removal of the
14 property, the landlord may sell or dispose of the property pursuant to this
15 subsection. The landlord shall comply with all provisions of this section,
16 except as follows:

17 “(a) The date provided in subsection (6) of this section by which a tenant,
18 lienholder, personal representative or designated person must contact a
19 landlord to arrange for the disposition of the property must be not less than
20 15 days after personal delivery or mailing of the notice required by sub-
21 section (3) of this section.

22 “(b) The date provided in subsections (8) and (9) of this section by which
23 a tenant, lienholder, personal representative or designated person must re-
24 move the property must be not less than seven days after the tenant,
25 lienholder, personal representative or designated person contacts the land-
26 lord.

27 “(c) The notice required by subsection (3) of this section must be as pro-
28 vided in subsection (5) of this section, except that:

29 “(A) The dates and deadlines in the notice for contacting the landlord and
30 removing the property must be consistent with this subsection;

1 “(B) The notice must state that a governmental agency has determined
2 that the property constitutes an extreme health or safety hazard and must
3 be removed quickly; and

4 “(C) The landlord shall attach a copy of the agency’s determination to the
5 notice.

6 “(d) If the tenant, a lienholder or a personal representative or designated
7 person does not remove the property within the time allowed, the landlord
8 or a buyer at a sale by the landlord under subsection (11) of this section
9 shall promptly remove the property from the facility.

10 “(e) A landlord is not required to enter into a storage agreement with a
11 lienholder, personal representative or designated person pursuant to sub-
12 section (20) of this section.

13 “(24)(a) A landlord may sell or dispose of a tenant’s abandoned personal
14 property without complying with the provisions of this section if, after ter-
15 mination of the tenancy or no more than seven days prior to the termination
16 of the tenancy, the following parties so agree in a writing entered into in
17 good faith:

18 “(A) The landlord;

19 “(B) The tenant, or for an abandonment as the result of the death of a
20 tenant who was the only tenant, the personal representative, designated
21 person or other person entitled to possession of the personal property, such
22 as an heir or devisee, as described in subsection (21) of this section; and

23 “(C) Any lienholder.

24 “(b) A landlord may not, as part of a rental agreement, as a condition to
25 approving a sale of property on rented space under ORS 90.680 or in any
26 other manner, require a tenant, a personal representative, a designated per-
27 son or any lienholder to waive any right provided by this section.

28 “(25) Until personal property is conclusively presumed to be abandoned
29 under subsection (9) of this section, a landlord does not have a lien pursuant
30 to ORS 87.152 for storing the personal property.

1 **“SECTION 3.** ORS 98.830 is amended to read:

2 “98.830. (1) A person who is the owner **or landlord**, or is in lawful pos-
3 session, of private property on which a vehicle has been abandoned, **in-**
4 **cluding a vehicle abandoned or left upon the premises by a residential**
5 **tenant**, may have a tower tow the vehicle from the property if:

6 “(a) The person affixes a notice to the vehicle stating that the vehicle
7 will be towed if it is not removed;

8 “(b) The notice required by paragraph (a) of this subsection remains on
9 the vehicle for at least 72 hours before the vehicle is towed; and

10 “(c) The person fills out and signs a form that includes:

11 “(A) A description of the vehicle to be towed;

12 “(B) The location of the property from which the vehicle will be towed;
13 and

14 “(C) A statement that the person has complied with paragraphs (a) and
15 (b) of this subsection.

16 “(2) A tower who tows a vehicle pursuant to this section is immune from
17 civil liability for towing the vehicle if the tower has a form described in
18 subsection (1) of this section, filled out by a person purporting to be the
19 owner or a person in lawful possession of the private property from which
20 the vehicle is towed. This subsection does not grant immunity for any loss,
21 damage or injury arising out of any negligent or willful damage to, or de-
22 struction of, the vehicle that occurs during the course of the towing.

23 “(3) A vehicle towed under this section is subject to liens, possession and
24 foreclosure by a tower under ORS 98.812 (2) to (4).”.

25
