

Requested by Senator MEEK

**PROPOSED AMENDMENTS TO  
SENATE BILL 586**

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

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

4 **“SECTION 1.** ORS 90.427 is amended to read:

5 **“90.427. (1)** As used in this section:

6 **“(a)** ‘First year of occupancy’ includes all periods in which any of the  
7 tenants has resided in the dwelling unit for one year or less.

8 **“(b)** ‘Immediate family’ means:

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

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

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

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

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

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

20 **“(a)** At any time during the tenancy, the tenant may terminate the  
21 tenancy by giving the landlord notice in writing not less than 30 days prior

1 to the date designated in the notice for the termination of the tenancy.

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

6 “(c) Except as provided in subsection (8) of this section, at any time after  
7 the first year of occupancy, the landlord may terminate the tenancy only:

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

11 “(B) For a qualifying landlord reason for termination and with notice in  
12 writing as described in 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  
15 for cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392,  
16 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445.

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

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

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

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

30 “(C) The landlord has a qualifying reason for termination and gives notice

1 as specified in subsections (5) to (7) of this section.

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

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

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

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

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

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

17 “[*c*] **(C)** The landlord intends for the landlord or a member of the  
18 landlord’s immediate family to occupy the dwelling unit as a primary resi-  
19 dence and the landlord does not own a comparable unit in the same building  
20 that is available for occupancy at the same time that the tenant receives  
21 notice to terminate the tenancy; or

22 “[*d*] **(D)** The landlord has[:]

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

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

30 “**(b)** Not less than 60 days prior to the date designated as the ter-

1 **mination date in the notice if:**

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

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

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

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

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

13 **“[(C)] (B) At the time the landlord delivers the tenant the notice to ter-**  
14 **minate the tenancy, pay the tenant an amount equal to one month’s periodic**  
15 **rent.**

16 **“(b) The requirements of paragraph [(a)(C)] (a)(B) of this subsection do**  
17 **not apply to a landlord who has an ownership interest in four or fewer res-**  
18 **idential dwelling units subject to this chapter.**

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

24 **“(a) The tenant has committed three or more violations of the rental**  
25 **agreement within the preceding 12-month period and the landlord has given**  
26 **the tenant a written warning notice at the time of each violation;**

27 **“(b) Each written warning notice:**

28 **“(A) Specifies the violation;**

29 **“(B) States that the landlord may choose to terminate the tenancy at the**  
30 **end of the fixed term if there are three violations within a 12-month period**

1 preceding the end of the fixed term; and

2 “(C) States that correcting the third or subsequent violation is not a de-  
3 fense to termination under this subsection; and

4 “(c) The 90-day notice of termination:

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

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

9 “(C) Is delivered to the tenant concurrent with or after the third or sub-  
10 sequent written warning notice.

11 “(8) If the tenancy is for occupancy in a dwelling unit that is located in  
12 the same building or on the same property as the landlord’s primary resi-  
13 dence, and the building or the property contains not more than two dwelling  
14 units, the landlord may terminate the tenancy at any time after the first year  
15 of occupancy:

16 “(a) For a month-to-month tenancy:

17 “(A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380  
18 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445;

19 “(B) Without cause by giving the tenant notice in writing not less than  
20 60 days prior to the date designated in the notice for the termination of the  
21 tenancy; or

22 “(C) [*Without cause*] By giving the tenant notice in writing not less than  
23 30 days prior to the date designated in the notice for the termination of the  
24 tenancy if[:]

25 “[*i*] *The dwelling unit is purchased separately from any other dwelling*  
26 *unit;*]

27 “[*ii*] the landlord has accepted an offer to purchase the dwelling unit  
28 from a person who intends in good faith to occupy the dwelling unit as the  
29 person’s primary residence[; *and*] **and has provided written evidence of**  
30 **the offer with the notice.**

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

4       “(b) For a fixed term tenancy:

5       “(A) During the term of the tenancy, only for cause and with notice as  
6 described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405,  
7 90.440 or 90.445; or

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

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

14       “(A) The landlord shall be liable to the tenant in an amount equal to  
15 three months’ rent in addition to actual damages sustained by the tenant as  
16 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 sub-  
19 section if the tenant commences an action asserting the claim within one  
20 year after the tenant knew or should have known that the landlord termi-  
21 nated the tenancy in violation of this section.

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

26       “(11) If the tenant remains in possession without the landlord’s consent  
27 after expiration of the term of the rental agreement or its termination, the  
28 landlord may bring an action for possession. In addition, the landlord may  
29 recover from the tenant any actual damages resulting from the tenant hold-  
30 ing over, including the value of any rent accruing from the expiration or

1 termination of the rental agreement until the landlord knows or should know  
2 that the tenant has relinquished possession to the landlord. If the landlord  
3 consents to the tenant’s continued occupancy, ORS 90.220 (7) applies.

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

7 “(b) Notwithstanding paragraph (a) of this subsection, a landlord or ten-  
8 ant may include in a notice of termination given under subsection (2), (3)(a)  
9 or (b), (8)(a)(B) [*or (C)*] or (8)(b) of this section an explanation of the reason  
10 for the termination without having to prove the reason. An explanation does  
11 not give the person receiving the notice of termination a right to cure the  
12 reason if the notice states that:

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

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

16 “(C) The person giving the notice need not prove the reason for the ter-  
17 mination in a court action.

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

21 On page 6, delete lines 15 and 16.

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

23

---