

HB 4120 -1 STAFF MEASURE SUMMARY

House Committee On Housing and Homelessness

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Meeting Dates: 2/12

WHAT THE MEASURE DOES:

The measure creates a new exception allowing a landlord to amend an existing smoking policy without tenant consent if specific conditions are met and applies provisions to rental agreements entered into before, on, or after the effective date of the measure.

Detailed Summary:

Allows a landlord to prohibit smoking inside dwelling units or interior common areas after a tenancy begins, provided the change:

- Applies only to large developments (projects of 20 or more units);
- Does not take effect until the end of a fixed-term tenancy;
- Preserves at least one designated outdoor smoking area on the premises;
- Applies to developments planned or built together under specified land use or development agreement authorities; and
- Is preceded by at least 90 days' written notice to tenants.

Aligns definitions of "smoking," "inhalant delivery system," and "tobacco products" in smoking policy disclosures laws with existing public health statutes.

FISCAL: Has minimal fiscal impact

REVENUE: Has minimal revenue impact

ISSUES DISCUSSED:

EFFECT OF AMENDMENT:

-1 The amendment applies provisions to tenancies in dwelling units developed with a development agreement under ORS 94.504 to 94.528 or that share a wall with another unit (instead of multifamily dwelling or a collection of multifamily or single-family housing unit). It exempts tenancies within an accessible unit. Increases timeline for written notice to the tenant to 180 days. It also modifies the definition of "smoking."

BACKGROUND:

Under current law, a landlord may adopt and enforce rules governing a tenant's use and occupancy of a dwelling only if the rules meet specified standards related to fairness, notice, and purpose (ORS 90.262). However, when a landlord adopts a new rule after a tenant has entered into a rental agreement, additional limits apply. Specifically, if a post-lease rule or regulation substantially modifies the bargain between the landlord and tenant, the rule is not valid unless the tenant provides written consent. This provision reflects the principle that the material terms of a rental agreement generally may not be unilaterally altered during an ongoing tenancy in a way that significantly changes the tenant's rights or obligations. As a result, under current law, landlords are typically restricted from implementing mid-tenancy changes, such as new use restrictions or prohibitions, that materially affect how a tenant may use the dwelling, unless the tenant agrees in writing or the change does not rise to the level of a substantial modification.