TITLE 10

PROPERTY RIGHTS AND TRANSACTIONS

Chapter 90 — Residential Landlord and Tenant

Uncodified sections printed in this chapter were amended or repealed by the Legislative Assembly during its 2021 second special session. See the table of uncodified sections amended or repealed during the 2021 second special session: 2021 ss2 A&R Tables

New sections of law were enacted by the Legislative Assembly during its 2021 second special session and pertain to or are likely to be compiled in this ORS chapter. See sections in the following 2021 second special session Oregon Laws chapters: 2021 ss2 Session Laws 0001

ORS sections in this chapter were amended or repealed by the Legislative Assembly during its 2022 regular session. See the table of ORS sections amended or repealed during the 2022 regular session: 2022 A&R Tables

New sections of law were added by legislative action to this ORS chapter or to a series within this ORS chapter by the Legislative Assembly during its 2022 regular session. See sections in the following 2022 Oregon Laws chapters: 2022 Session Laws 0086

New sections of law were enacted by the Legislative Assembly during its 2022 regular session and pertain to or are likely to be compiled in this ORS chapter. See sections in the following 2022 Oregon Laws chapters: 2022 Session Laws 0086

2021 EDITION

RESIDENTIAL LANDLORD AND TENANT

PROPERTY RIGHTS AND TRANSACTIONS

GENERAL PROVISIONS

SERVICE OR DELIVERY OF NOTICES

CONTENT OF AGREEMENTS

GENERAL PROVISIONS

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

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

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

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

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

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

(4) "Building and housing codes" includes any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit.

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

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

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

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

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

(10) “Domestic violence” means:

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

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

(11) “Drug and alcohol free housing” means a dwelling unit described in ORS 90.243.

(12) “Dwelling unit” means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household. “Dwelling unit” regarding a person who rents a space for a manufactured dwelling or recreational vehicle or regarding a person who rents moorage space for a floating home as defined in ORS 830.700, but does not rent the home, means the space rented and not the manufactured dwelling, recreational vehicle or floating home itself.

(13) “Essential service” means:

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

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

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

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

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

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

(14) “Facility” means a manufactured dwelling park or a marina.

(15) “Fee” means a nonrefundable payment of money.

(16) “First class mail” does not include certified or registered mail, or any other form of mail that may delay or hinder actual delivery of mail to the recipient.

(17) “Fixed term tenancy” means a tenancy that has a fixed term of existence, continuing to a specific ending date and terminating on that date without requiring further notice to effect the termination.

(18) “Floating home” has the meaning given that term in ORS 830.700. “Floating home” includes an accessory building or structure.

(19) “Good faith” means honesty in fact in the conduct of the transaction concerned.

(20) “Hazard tree” means a tree that:

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

(b) Measures at least eight inches DBH; and

(c) Is considered, by an arborist licensed as a landscape construction professional pursuant to ORS 671.560 and certified by the International Society of Arboriculture, to pose an

unreasonable risk of causing serious physical harm or damage to individuals or property in the near future.

(21) “Hotel or motel” means “hotel” as that term is defined in ORS 699.005.

(22) “Informal dispute resolution” includes voluntary consultation between the landlord or landlord’s agent and one or more tenants or voluntary mediation utilizing the services of a third party, but does not include mandatory mediation or arbitration.

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

(24) “Landlord’s agent” means a person who has oral or written authority, either express or implied, to act for or on behalf of a landlord.

(25) “Last month’s rent deposit” means a type of security deposit, however designated, the primary function of which is to secure the payment of rent for the last month of the tenancy.

(26) “Manufactured dwelling” means a residential trailer, a mobile home or a manufactured home as those terms are defined in ORS 446.003 or a prefabricated structure. “Manufactured dwelling” includes an accessory building or structure.

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

(28) “Marina” means a moorage of contiguous dwelling units that may be legally transferred as a single unit and are owned by one person where four or more floating homes are secured, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee.

(29) “Marina purchase association” means a group of three or more tenants who reside in a marina and have organized for the purpose of eventual purchase of the marina.

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

(31) “Organization” includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity.

(32) “Owner” includes a mortgagee in possession and means one or more persons, jointly or severally, in whom is vested:

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

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

(33) “Person” includes an individual or organization.

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

(35) “Premises” means:

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

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

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

(36) “Prepaid rent” means any payment of money to the landlord for a rent obligation not yet due. In addition, “prepaid rent” means rent paid for a period extending beyond a

termination date.

(37) “Recreational vehicle” has the meaning given that term in ORS 174.101.

(38) “Rent” means any payment to be made to the landlord under the rental agreement, periodic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a dwelling unit to the exclusion of others and to use the premises. “Rent” does not include security deposits, fees or utility or service charges as described in ORS 90.315 (4) and 90.562.

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

(40) “Roomer” means a person occupying a dwelling unit that does not include a toilet and either a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and where one or more of these facilities are used in common by occupants in the structure.

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

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

(43) “Sexual assault” has the meaning given that term in ORS 147.450.

(44) “Squatter” means a person occupying a dwelling unit who is not so entitled under a rental agreement or who is not authorized by the tenant to occupy that dwelling unit. “Squatter” does not include a tenant who holds over as described in ORS 90.427 (11).

(45) “Stalking” means the behavior described in ORS 163.732.

(46) “Statement of policy” means the summary explanation of information and facility policies to be provided to prospective and existing tenants under ORS 90.510.

(47) “Surrender” means an agreement, express or implied, as described in ORS 90.148 between a landlord and tenant to terminate a rental agreement that gave the tenant the right to occupy a dwelling unit.

(48) “Tenant”:

(a) Except as provided in paragraph (b) of this subsection:

(A) Means a person, including a roomer, entitled under a rental agreement to occupy a dwelling unit to the exclusion of others, including a dwelling unit owned, operated or controlled by a public housing authority.

(B) Means a minor, as defined and provided for in ORS 109.697.

(b) For purposes of ORS 90.505 to 90.850, means only a person who owns and occupies as a residence a manufactured dwelling or a floating home in a facility and persons residing with that tenant under the terms of the rental agreement.

(c) Does not mean a guest or temporary occupant.

(49) “Transient lodging” means a room or a suite of rooms.

(50) “Transient occupancy” means occupancy in transient lodging that has all of the following characteristics:

(a) Occupancy is charged on a daily basis and is not collected more than six days in advance;

(b) The lodging operator provides maid and linen service daily or every two days as part of the regularly charged cost of occupancy; and

(c) The period of occupancy does not exceed 30 days.

(51) "Vacation occupancy" means occupancy in a dwelling unit, not including transient occupancy in a hotel or motel, that has all of the following characteristics:

(a) The occupant rents the unit for vacation purposes only, not as a principal residence;

(b) The occupant has a principal residence other than at the unit; and

(c) The period of authorized occupancy does not exceed 45 days.

(52) "Victim" means:

(a) The person against whom an incident related to domestic violence, sexual assault or stalking is perpetrated; or

(b) The parent or guardian of a minor household member against whom an incident related to domestic violence, sexual assault or stalking is perpetrated, unless the parent or guardian is the perpetrator.

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

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

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

(c) There are no fees or security deposits, although the landlord may require the payment of an applicant screening charge, as provided in ORS 90.295. [Formerly 91.705; 1991 c.844 §3; 1993 c.369 §1; 1995 c.324 §1; 1995 c.559 §1; 1997 c.577 §1; 1999 c.676 §§7,7a; 2001 c.596 §27; 2003 c.378 §8; 2005 c.22 §57; 2005 c.41 §1; 2005 c.619 §15; 2007 c.508 §7; 2007 c.906 §6; 2009 c.431 §7; 2009 c.816 §16; 2011 c.42 §11; 2013 c.294 §14; 2013 c.443 §1; 2014 c.89 §12; 2019 c.1 §6; 2019 c.422 §28; 2019 c.625 §49; 2021 c.260 §12]

(Temporary provisions relating to COVID-19 pandemic and 2020 wildfires)

Note: Sections 1 to 4 and 7, chapter 13, Oregon Laws 2020 (first special session), provide:

Sec. 1. Legislative findings. The Legislative Assembly finds and declares that:

(1) The provisions of section 3 or 5, chapter 13, Oregon Laws 2020 (first special session), or section 7 of this 2020 third special session Act might affect the terms and conditions of certain contracts entered into in this state.

(2) The effects of the provisions of section 3 or 5, chapter 13, Oregon Laws 2020 (first special session), or section 7 of this 2020 third special session Act are not substantial because the provisions have a limited scope and duration and are necessary to protect the public health, safety and welfare. For these reasons the provisions do not undermine a contractual bargain, interfere with a party's reasonable expectations or prevent a party from safeguarding or reinstating the party's rights.

(3) Even if a provision of section 3 or 5, chapter 13, Oregon Laws 2020 (first special session), or section 7 of this 2020 third special session Act has the effect of undermining a contractual bargain, interfering with a party's reasonable expectations or preventing a party from safeguarding or reinstating the party's rights, the provision is appropriate and reasonable to carry out the significant and legitimate public purpose of responding to the declaration of a state of emergency issued by the Governor on March 8, 2020, for the COVID-19 pandemic or the state of emergency issued by the Governor on September 8, 2020, for the wildfires. [2020 s.s.1 c.13 §1; 2020 s.s.3 c.3 §1]

Sec. 2. Section 3 of this 2020 special session Act is added to and made a part of ORS chapter 90. [2020 s.s.1 c.13 §2]

Sec. 3. Suspension of termination for nonpayment during emergency period. (1) As used in this section and in section 7, chapter 3, Oregon Laws 2020 (third special session):

(a) "Emergency period" means the period beginning on April 1, 2020, and ending on June 30, 2021.

(b) "End of the grace period" means February 28, 2022.

(c) "Nonpayment" means the nonpayment of a payment that becomes due during the emergency period to a landlord, including a payment of rent, late charges, utility or service charges or any other charge or fee as described in the rental agreement or ORS 90.140, 90.302, 90.315, 90.392, 90.394, 90.560 to 90.584 or 90.630.

(d) "Nonpayment balance" includes all or a part of the net total amount of all items of nonpayment by a tenant during the emergency period.

(e) "Termination notice without cause" means a notice delivered by a landlord under ORS 90.427 (3)(b), (4)(b) or (c), or (8)(a)(B) or (b)(B).

(2) Before the end of the grace period, notwithstanding this chapter [ORS chapter 90] or ORS 105.105 to 105.168, a landlord may not, and may not threaten to:

(a) Deliver a notice of termination of a rental agreement based on a tenant's nonpayment balance;

(b) Initiate or continue an action under ORS 105.110 to take possession of a dwelling unit based on a notice of termination for nonpayment delivered during the emergency period;

(c) Take any action that would interfere with a tenant's possession or use of a dwelling unit based on a tenant's nonpayment balance;

(d) Assess a late fee or any other penalty on a tenant's nonpayment; or

(e) File an action to recover the nonpayment balance.

(3) Notwithstanding ORS 90.220 (9), before applying payments received from a tenant or on behalf of a tenant to a tenant's nonpayment balance, a landlord shall first apply the payments, in the following order, to:

(a) Rent for the current rental period;

(b) Utility or service charges;

(c) Late rent payment charges; and

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

(4) If the first year of occupancy would end after April 1, 2020, and before August 31, 2021, for the purposes of a termination notice without cause, the "first year of occupancy" is extended to mean a period lasting until August 31, 2021.

(5)(a) A landlord may deliver a written notice to a tenant before the end of the grace period stating that the tenant continues to owe any rent that accrued from April 1, 2020, through June 30, 2021, but the notice must also include a statement that eviction for nonpayment of rent, charges and fees accrued from April 1, 2020, to June 30, 2021, is not allowed before February 28, 2022.

(b) The notice may also include information regarding tenant resources and may offer a voluntary payment plan for the nonpayment balance. If the notice offers a voluntary payment plan, the notice must state that the payment plan is voluntary. The notice may include a request that the tenant contact the landlord to discuss the voluntary payment plan.

(6)(a) If a tenancy terminates before the end of the grace period, a landlord may claim from the security deposit or last month's rent deposit to repay the unpaid rent balance that accrued during the emergency period under ORS 90.300 (7) or (9).

(b) Prior to the end of the grace period, a tenant with an unpaid rent balance that accrued during the emergency period is not considered to be in default in rent under ORS 90.385 (4)(c) or 90.390 (2).

(c) A landlord's acceptance of a partial payment of rent before the end of the grace period does not constitute a waiver of a landlord's right to terminate the tenancy for:

(A) A violation of the rental agreement, notwithstanding ORS 90.412 (2); or

(B) Nonpayment of the rent balance owed under ORS 90.394 after the end of the grace period, notwithstanding ORS 90.417 (4).

(7) A termination notice given under ORS 90.394 must substantially state that:

(a) Eviction for nonpayment of rent, charges and fees that accrued on and after April 1, 2020, and before June 30, 2021, is not allowed before February 28, 2022; and

(b) Information regarding tenant resources is available at www.211info.org. [2020 s.s.1 c.13 §3; 2020 s.s.3 c.3 §8; 2021 c.39 §1]

Sec. 4. Section 3, chapter 13, Oregon Laws 2020 (first special session), as amended by section 8, chapter 3, Oregon Laws 2020 (third special session), and section 1 of this 2021 Act, is repealed on March 1, 2022. [2020 s.s.1 c.13 §4; 2020 s.s.3 c.3 §24; 2021 c.39 §3]

Sec. 7. Notwithstanding ORS 12.125, the period of limitation is tolled until March 1, 2022, for claims by a landlord based on a tenant's nonpayment or nonpayment balance, both as defined in section 3, chapter 13, Oregon Laws 2020 (first special session). [2020 s.s.1 c.13 §7; 2020 s.s.3 c.3 §17; 2021 c.39 §5]

Note: Sections 2 and 5, chapter 3, Oregon Laws 2020 (third special session), provide:

Sec. 2. Compensation to landlords for nonpayment during emergency period. (1) The Housing and Community Services Department shall make distributions to compensate residential landlords for 100 percent of the past-due rent of qualified tenants that the landlord has not collected after April 1, 2020, and on or before the earlier of June 30, 2021, or the date of the application, if the landlord or the landlord's designee:

(a) Submits an application to the department for all of the landlord's tenants who have not paid rent and have delivered to the landlord a signed declaration under section 7 (1)(b), chapter 3, Oregon Laws 2020 (third special session), as in effect on June 30, 2021;

(b) Includes in the application a copy of the tenants' declarations;

(c) Provides the department with a description of the unpaid rent for all current tenants;

(d) Agrees to repay to the department any amount that was paid to the landlord under this section and the landlord later receives from the qualified tenant or on the tenant's behalf, within the period requested by the department;

(e) Is not a member of the tenant's immediate family, as defined in ORS 90.427;

(f) During the pendency of the distribution application, agrees to not give a termination notice without cause or for nonpayment, as those terms are defined in section 3, chapter 13, Oregon Laws 2020 (first special session); and

(g) Provides any other information or materials required by the department.

(2)(a) The department shall develop an online application for landlords to apply for distributions under this section.

(b) The application must be made available in languages other than English.

(c) The application period must be open more than once to allow for greater outreach and participation.

(3) The department may establish any qualifications, priorities, restrictions or limits on the distributions made under this section, to prioritize landlords with fewer units and landlords with a higher percentage of unpaid rents. Restrictions or limits may include:

(a) Limits per tenant, per landlord or per time period;

(b) The number of units a landlord must own; or

(c) The percentage or amount of total rent unpaid.

(4) The department may coordinate with local housing authorities to administer this section, including through making distributions to landlords.

(5) The department or local housing authority shall mail to tenants copies of a notice of distribution to their landlords.

(6) The department may conduct outreach to landlords and tenants, including outreach to non-English speakers.

(7) Notwithstanding ORS 276A.300, 279A.025, 279A.050 (6)(g), 279A.205 and 456.571, the department shall expedite the implementation of the landlord compensation fund.

(8) As used in this section, "landlord" includes a manufactured dwelling park nonprofit cooperative as defined in ORS 62.803. [2020 s.s.3 c.3 §2; 2021 c.420 §12]

Sec. 5. Sections 2 to 4 of this 2020 third special session Act are repealed on January 2, 2023. [2020 s.s.3 c.3 §5]

Note: Section 13, chapter 420, Oregon Laws 2021, provides:

Sec. 13. Retroactivity of full payment of landlord compensation. (1) The amendments to section 2, chapter 3, Oregon Laws 2020 (third special session), by section 12 of this 2021 Act apply to all applications submitted or approved before, on or after the effective date of this 2021 Act [June 25, 2021].

(2) The Housing and Community Services Department shall make distributions to adjust the compensation under section 2 (1), chapter 3, Oregon Laws 2020 (third special session), for landlords whose applications were approved before the effective date of this 2021 Act without requiring that the landlord submit an additional application. [2021 c.420 §13]

Note: Sections 6, 7 and 13 to 15, chapter 39, Oregon Laws 2021, provide:

Sec. 6. Section 7 of this 2021 Act is added to and made a part of ORS chapter 90. [2021 c.39 §6]

Sec. 7. Consumer credit reporting for nonpayment during emergency period. A landlord may not report to any consumer credit reporting agency a tenant's nonpayment of rent, charges or fees that accrued on or after April 1, 2020, and before July 1, 2021. [2021 c.39 §7]

Sec. 13. Section 14 of this 2021 Act is added to and made a part of ORS chapter 90. [2021 c.39 §13]

Sec. 14. Suspension of restrictions on guests. (1) Notwithstanding ORS 90.262 (3) or 90.510 (7), a landlord may not enforce a restriction by any means including assessing a fee or terminating the tenancy, if the restriction is based on:

(a) A maximum occupancy guideline for the number of tenants or guests lower than an amount required by federal, state or local law or regulation.

(b) The maximum duration of a guest's stay in the tenancy.

(2) If a tenant's guest resides in the dwelling unit more than 15 days in any 12-month period, a landlord may require that:

(a) The tenant's guest satisfy the screening or admissions criteria ordinarily considered by the landlord for tenants, except that the landlord may not use criteria related to credit reports, credit references or income; and

(b) The tenant and the guest enter into a temporary occupancy agreement as provided in ORS 90.275, except that the landlord may not require that the agreement have an ending date

earlier than February 28, 2022.

(3) This section does not prohibit a landlord from assessing a fee allowed by ORS 90.302 or terminating a tenancy based upon the conduct of a tenant's guest or based on the tenant's guest's failure to comply with subsection (2) of this section.

(4) Notwithstanding ORS 90.403 or 90.412, acceptance of a payment by a landlord from the tenant or guest does not make the guest a tenant under this chapter [ORS chapter 90].

(5) As used in this section, "guest" means an individual who is staying temporarily, including overnight, within the dwelling unit at the invitation of the tenant. [2021 c.39 §14]

Sec. 15. Section 14 of this 2021 Act is repealed on March 1, 2022. [2021 c.39 §15]

Note: Sections 1 to 3 and 6 to 10, chapter 420, Oregon Laws 2021, provide:

Sec. 1. Section 2 of this 2021 Act is added to and made a part of ORS chapter 90. [2021 c.420 §1]

Sec. 2. Suspension of termination for nonpayment; tenant notice. (1) As used in this section:

(a) "Documentation" includes electronic mail, a screenshot or other written or electronic documentation from a rent assistance provider verifying the submission of an application for rental assistance.

(b) "Nonpayment" means the nonpayment of a payment that is due to a landlord, including a payment of rent, late charges, utility or service charges or any other charge or fee as described in the rental agreement or ORS 90.140, 90.302, 90.315, 90.392, 90.394, 90.560 to 90.584 or 90.630.

(2)(a) If a tenant provides the landlord with documentation that the tenant has applied for rental assistance, a landlord may not:

(A) Deliver a termination notice for nonpayment; or

(B) Initiate or continue an action for possession based on a termination notice for nonpayment.

(b) A tenant may provide documentation by any method reasonably calculated to achieve receipt by the landlord, including by sending a copy or photograph of the documentation by electronic mail or text message.

(c) If 60 days have passed since the tenant provided documentation under this subsection:

(A) A landlord may deliver to the tenant a new termination notice for nonpayment, to which this section does not apply, without providing the notice under subsection (4) of this section; or

(B) If a claim for possession was postponed under subsection (5)(b) of this section, the court shall promptly set the matter for trial.

(3) Except as provided in subsection (2)(c)(A) of this section, a landlord shall deliver the notice described in subsection (4) of this section along with:

(a) Any notice of termination for nonpayment; and

(b) Any summons for a complaint seeking possession based on nonpayment given by the landlord or service processor, including a summons delivered under ORS 105.135 (3)(b).

(4) The notice required under subsection (3) of this section must be in substantially the following form:

THIS IS AN IMPORTANT NOTICE ABOUT YOUR RIGHTS TO PROTECTION AGAINST EVICTION FOR NONPAYMENT.

For information in Spanish, Korean, Russian, Vietnamese or Chinese, go to the Judicial Department website at www.courts.oregon.gov.

Until February 28, 2022, if you give your landlord documentation that you have applied for rental assistance at or before your first appearance in court, you may be temporarily protected from eviction for nonpayment. Documentation may be made by any reasonable method, including by sending a copy or photograph of the documentation by electronic mail or text message. “Documentation” includes electronic mail, a screenshot or other written or electronic documentation verifying the submission of an application for rental assistance.

To apply for rental assistance, go to www.oregonrentalassistance.org, dial 211 or go to www.211info.org. To find free legal assistance for low-income Oregonians, go to www.oregonlawhelp.org.

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(5)(a) A court shall enter a judgment dismissing a complaint for possession that is based on a termination notice for nonpayment if the court determines that:

(A) The landlord failed to attach the notice as required under subsection (3) of this section.

(B) The tenant’s nonpayment was substantially caused by the landlord’s failure to reasonably participate with a rental assistance program. This subparagraph does not require that a landlord apply for compensation under section 2, chapter 3, Oregon Laws 2020 (third special session).

(C) The landlord receives rental assistance covering the rent owed under the notice.

(D) The tenant provided the landlord with documentation of application for rental assistance as described in subsection (2) of this section before the claim was filed.

(b) If the tenant provides the landlord or court with documentation of application for rental assistance as described in subsection (2) of this section at any time after the landlord commenced the action for possession and at or before the first appearance, at the first appearance the court shall, on its own motion, postpone the first appearance to a date not earlier than 60 days after the documentation was delivered.

(6) If a landlord violates this section:

(a) A tenant may obtain injunctive relief to recover possession or address any other violation;

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

(7) Notwithstanding ORS 105.137 (4), if a claim for possession is dismissed under this section, the tenant is not entitled to prevailing party fees, costs or attorney fees if the landlord:

(a) Delivered to the tenant all notices required under subsection (3) of this section as required;

(b) Did not know, and did not have reasonable cause to know, at the time of commencing the action that the tenant had provided documentation of application for rental assistance under subsection (2) of this section; and

(c) Promptly dismissed the action upon becoming aware of the documentation of application for rental assistance. [2021 c.420 §2]

Sec. 3. Section 2 of this 2021 Act applies only to a notice of termination for nonpayment given on or after July 1, 2021. [2021 c.420 §3]

Sec. 6. Translation of tenant notice; summary of suspension of termination for nonpayment. (1)(a) The Judicial Department shall translate the notice form under section 2 (4) of this 2021 Act into the Spanish, Korean, Russian, Vietnamese and Chinese languages and

shall display links to the English and translated forms prominently on the main webpage at www.courts.oregon.gov.

(b) Each form on the Judicial Department website must include a statement in English, Spanish, Korean, Russian, Vietnamese and Chinese indicating that the form and translations can be found on the Judicial Department website and the web address where the forms may be found.

(2) The department shall prepare a summary of sections 2 and 3 of this 2021 Act, deliver a copy of the summary to each circuit court in this state for posting at the clerk's counter and publish the summary on the department's website. [2021 c.420 §6]

Sec. 7. Rental assistance application receipts. In distributing rental assistance to residential tenants funded by federal, state or local moneys, the Housing and Community Services Department, other public bodies and local governments, along with their subgrantees, shall promptly provide a dated application receipt to each tenant who applies for assistance. The receipt may be in an electronic format. [2021 c.420 §7]

Sec. 8. Sections 2, 5, 6 and 7 of this 2021 Act are repealed on March 1, 2022. [2021 c.420 §8]

Sec. 9. Landlord compensation for delayed termination. The Housing and Community Services Department shall provide a grant to a third party to make distributions to compensate landlords who, under section 2 of this 2021 Act, have delayed termination notices or eviction proceedings. A landlord may apply for compensation for nonpayment that accrued during the delay if the landlord demonstrates that:

(1) The tenant's application for rental assistance was denied; or

(2) Sixty days have passed since the tenant provided documentation of application for rental assistance without the landlord receiving rental assistance. [2021 c.420 §9]

Sec. 10. Section 9 of this 2021 Act is repealed on March 1, 2023. [2021 c.420 §10]

90.105 Short title. This chapter shall be known and may be cited as the "Residential Landlord and Tenant Act." [Formerly 91.700]

90.110 Exclusions from application of this chapter. Unless created to avoid the application of this chapter, the following arrangements are not governed by this chapter:

(1) Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious or similar service, but not including residence in off-campus nondormitory housing.

(2) Occupancy of a dwelling unit for no more than 90 days by a purchaser prior to the scheduled closing of a real estate sale or by a seller following the closing of a sale, in either case as permitted under the terms of an agreement for sale of a dwelling unit or the property of which it is a part. The occupancy by a purchaser or seller described in this subsection may be terminated only pursuant to ORS 91.130. A tenant who holds but has not exercised an option to purchase the dwelling unit is not a purchaser for purposes of this subsection.

(3) Occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization.

(4) Transient occupancy in a hotel or motel.

(5) Occupancy by a squatter.

(6) Vacation occupancy.

(7) Occupancy by an employee of a landlord whose right to occupancy is conditional upon employment in and about the premises. However, the occupancy by an employee as described in this subsection may be terminated only pursuant to ORS 91.120.

(8) Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative.

(9) Occupancy under a rental agreement covering premises used by the occupant primarily for agricultural purposes. [Formerly 91.710; 1993 c.369 §2; 1997 c.577 §2; 1999 c.603 §6; 2001 c.596 §28]

90.112 Maximum occupancy limit. A maximum occupancy limit may not be established or enforced by any local government, as defined in ORS 197.015, for any residential dwelling unit, as defined in ORS 90.100, if the restriction is based on the familial or nonfamilial relationships among any occupants. [2021 c.24 §1]

Note: 90.112 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 90 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

90.113 Additional exclusion from application of chapter. Residence in a licensed program, facility or home described in ORS 430.306 to 430.375, 430.380, 430.381, 430.397 to 430.401, 430.405 to 430.565, 430.570, 430.590, 430.709, 443.400 to 443.455, 443.705 to 443.825 or 443.835 is not governed by this chapter. [2007 c.715 §2; 2009 c.595 §58]

90.115 Territorial application. This chapter applies to, regulates and determines rights, obligations and remedies under a rental agreement, wherever made, for a dwelling unit located within this state. [Formerly 91.715]

90.120 Applicability of other statutory lien, tenancy and rent provisions; applicability of ORS 90.100 to 90.465 and 90.505 to 90.850. (1) The provisions of ORS 87.152 to 87.212, 91.010 to 91.110, 91.130, 91.210 and 91.220 do not apply to the rights and obligations of landlords and tenants governed by this chapter.

(2) Any provisions of this chapter that reasonably apply only to the structure that is used as a home, residence or sleeping place do not apply to a manufactured dwelling, recreational vehicle or floating home where the tenant owns the manufactured dwelling, recreational vehicle or floating home but rents the space on which it is located.

(3) The provisions of ORS 90.505 to 90.850 apply only if:

(a) The tenant owns the manufactured dwelling or floating home;

(b) The tenant rents the space on which the dwelling or home is located; and

(c) Except as provided in subsection (4) of this section, the space is in a facility.

(4) ORS 90.512, 90.514, 90.516 and 90.518 apply to a converted rental space as defined in ORS 90.512 regardless of whether the converted rental space is in a facility.

(5) Residential tenancies for recreational vehicles and for manufactured dwellings and floating homes that are not subject to ORS 90.505 to 90.850 shall be subject to ORS 90.100 to 90.465. Tenancies described in this subsection include tenancies for:

(a) A recreational vehicle, located inside or outside of a facility, if the tenant owns or rents the vehicle;

(b) A manufactured dwelling or floating home, located inside or outside of a facility, if the tenant rents both the dwelling or home and the space; and

(c) A manufactured dwelling or floating home, located outside a facility, if the tenant owns the dwelling or home and rents the space. [Formerly 91.720; 1991 c.844 §28; 1995 c.559 §5; 1997 c.577 §2a; 1999 c.676 §8; 2005 c.41 §2]

90.125 Administration of remedies; enforcement. (1) The remedies provided by this chapter shall be so administered that an aggrieved party may recover appropriate damages. The aggrieved party has a duty to mitigate damages.

(2) Any right or obligation declared by this chapter is enforceable by action unless the provision declaring it specifies a different and limited effect. [Formerly 91.725]

90.130 Obligation of good faith. Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement. [Formerly 91.730]

90.135 Unconscionability. (1) If the court, as a matter of law, finds:

(a) A rental agreement or any provision thereof was unconscionable when made, the court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result; or

(b) A settlement in which a party waives or agrees to forgo a claim or right under this chapter or under a rental agreement was unconscionable when made, the court may refuse to enforce the settlement, enforce the remainder of the settlement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result.

(2) If unconscionability is put into issue by a party or by the court upon its own motion the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose and effect of the rental agreement or settlement to aid the court in making the determination. [Formerly 91.735]

90.140 Types of payments landlord may require or accept; written evidence of payment. (1) A landlord may require or accept the following types of payments:

(a) Applicant screening charges, pursuant to ORS 90.295;

(b) Deposits to secure the execution of a rental agreement, pursuant to ORS 90.297;

(c) Security deposits, pursuant to ORS 90.300;

(d) Fees, pursuant to ORS 90.302;

(e) Rent, as defined in ORS 90.100;

(f) Prepaid rent, as defined in ORS 90.100;

(g) Utility or service charges, pursuant to ORS 90.315 (4), 90.568 or 90.572;

(h) Late charges or fees, pursuant to ORS 90.260; and

(i) Damages, for noncompliance with a rental agreement or ORS 90.325, under ORS 90.401 or as provided elsewhere in this chapter.

(2) A tenant who requests a writing that evidences the tenant's payment is entitled to receive that writing from the landlord as a condition for making the payment. The writing may be a receipt, statement of the tenant's account or other acknowledgment of the tenant's payment. The writing must include the amount paid, the date of payment and information identifying the landlord or the rental property. If the tenant makes the payment by mail, deposit or a method other than in person and requests the writing, the landlord shall within a reasonable time provide the tenant with the writing in a manner consistent with ORS 90.150. [1997 c.577 §4; 1999 c.603 §7; 2001 c.596 §29; 2005 c.22 §58; 2005 c.391 §13; 2005 c.619 §16]

90.145 Tenant or applicant who conducts repairs, routine maintenance or cleaning services not employee of landlord; restrictions. (1) A tenant who occupies or an applicant who will occupy a dwelling unit and who conducts repairs, routine maintenance or cleaning services on that dwelling unit in exchange for a reduction in rent pursuant to a written or oral agreement with the landlord is not an employee of the landlord.

(2) A tenant or an applicant described in subsection (1) of this section may not conduct electrical or plumbing installation, maintenance or repair unless properly licensed under ORS 479.510 to 479.945 or ORS chapter 693. The tenant or applicant is not required to obtain a plumbing contractor license under ORS 447.040 to perform work under this section.

(3) Nothing in this section diminishes the obligations of a landlord to maintain the dwelling unit in a habitable condition under ORS 90.320 or 90.730.

(4) Any electrical or plumbing installation, maintenance or repair work performed by a tenant or an applicant under this section must comply with ORS 447.010 to 447.156 and 479.510 to 479.945. [1995 c.773 §2; 1999 c.676 §9; 2005 c.758 §6]

90.147 Delivery of possession. For the purposes of this chapter, delivery of possession occurs:

(1) From the landlord to the tenant, when the landlord gives actual notice to the tenant that the tenant has the right under a rental agreement to occupy the dwelling unit to the exclusion of others. The right to occupy may be implied by actions such as the landlord's delivery of the keys to the dwelling unit; and

(2) From the tenant to the landlord at the termination of the tenancy, when:

(a) The tenant gives actual notice to the landlord that the tenant has relinquished any right to occupy the dwelling unit to the exclusion of others. Relinquishment of the right to occupy may be implied by actions such as the tenant's return of the keys to the dwelling unit;

(b) After the expiration date of an outstanding termination of tenancy notice or the end of a term tenancy, the landlord reasonably believes under all the circumstances that the tenant has relinquished or no longer claims the right to occupy the dwelling unit to the exclusion of others; or

(c) The landlord reasonably knows of the tenant's abandonment of the dwelling unit. [1995 c.559 §9; 1999 c.603 §8]

90.148 Landlord acts that imply acceptance of tenant abandonment or relinquishment of right to occupy. The surrender of a dwelling unit may be implied from the landlord's acceptance of a tenant's abandonment or relinquishment of the right to occupy. The landlord's acceptance may be demonstrated by acts of the landlord that are inconsistent with the existence of the tenancy. A landlord's receipt of the keys to the dwelling unit or a landlord's reasonable efforts to mitigate the landlord's damages by attempting to rent the dwelling unit to a new tenant shall not constitute acts inconsistent with the existence of the tenancy. Reasonable efforts to mitigate damages include preparing the unit for rental. [1999 c.603 §2]

Note: 90.148 was added to and made a part of ORS chapter 90 by legislative action but was not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

SERVICE OR DELIVERY OF NOTICES

90.150 Service or delivery of actual notice. When this chapter requires actual notice, service or delivery of that notice shall be executed by one or more of the following methods:

(1) Verbal notice that is given personally to the landlord or tenant or left on the landlord's or tenant's telephone answering device.

(2) Written notice that is personally delivered to the landlord or tenant, left at the landlord's rental office, sent by facsimile to the landlord's residence or rental office or to the tenant's dwelling unit, or attached in a secure manner to the main entrance of the landlord's residence or tenant's dwelling unit.

(3) Written notice that is delivered by first class mail to the landlord or tenant. If the notice is mailed, the notice shall be considered served three days after the date the notice was mailed.

(4) Any other method reasonably calculated to achieve actual receipt of notice, as agreed to and described in a written rental agreement. [1995 c.559 §3; 1997 c.577 §5; 1999 c.603 §9; 2003 c.14 §33]

90.155 Service or delivery of written notice. (1) Except as provided in ORS 90.300, 90.315, 90.425 and 90.675, where this chapter requires written notice, service or delivery of that written notice shall be executed by one or more of the following methods:

(a) Personal delivery to the landlord or tenant;

(b) First class mail to the landlord or tenant; or

(c) If a written rental agreement so provides, both first class mail and attachment to a designated location. In order for a written rental agreement to provide for mail and attachment service of written notices from the landlord to the tenant, the agreement must also provide for such service of written notices from the tenant to the landlord. Mail and attachment service of written notices shall be executed as follows:

(A) For written notices from the landlord to the tenant, the first class mail notice copy shall be addressed to the tenant at the premises and the second notice copy shall be attached in a secure manner to the main entrance to that portion of the premises of which the tenant has possession; and

(B) For written notices from the tenant to the landlord, the first class mail notice copy shall be addressed to the landlord at an address as designated in the written rental agreement and the second notice copy shall be attached in a secure manner to the landlord's designated location, which shall be described with particularity in the written rental agreement, reasonably located in relation to the tenant and available at all hours.

(2) If a notice is served by mail, the minimum period for compliance or termination of tenancy, as appropriate, shall be extended by three days, and the notice shall include the extension in the period provided.

(3) A landlord or tenant may utilize alternative methods of notifying the other so long as the alternative method is in addition to one of the service methods described in subsection (1) of this section.

(4) After 30 days' written notice, a landlord may unilaterally amend a rental agreement for a manufactured dwelling or floating home that is subject to ORS 90.505 to 90.850 to provide for service or delivery of written notices by mail and attachment service as provided by subsection (1)(c) of this section. [Formerly 90.910; 1997 c.577 §6; 2001 c.596 §29a; 2015 c.388 §9; 2019 c.625 §50]

90.160 Calculation of notice periods. (1) Notwithstanding ORCP 10 and not including the seven-day and four-day waiting periods provided in ORS 90.394, where there are references in this chapter to periods and notices based on a number of days, those days shall be

calculated by consecutive calendar days, not including the initial day of service, but including the last day until 11:59 p.m. Where there are references in this chapter to periods or notices based on a number of hours, those hours shall be calculated in consecutive clock hours, beginning immediately upon service.

(2) Notwithstanding subsection (1) of this section, for nonpayment notices whose periods are based on a number of hours under ORS 90.394 that are served pursuant to ORS 90.155 (1)(c), the time period described in subsection (1) of this section begins at 11:59 p.m. the day the notice is both mailed and attached to the premises. [Formerly 90.402; 1997 c.577 §7; 2005 c.391 §14; 2013 c.294 §4; 2015 c.388 §1; 2020 s.s.3 c.3 §11]

CONTENT OF AGREEMENTS

90.220 Terms and conditions of rental agreement; smoking policy; rent obligation, increases and payment. (1) A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other rule of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

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

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

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

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

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

(7) Except as otherwise provided by this chapter:

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

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

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

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

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

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

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

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

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

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

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

(A) Outstanding rent from prior rental periods;

(B) Rent for the current rental period;

(C) Utility or service charges;

(D) Late rent payment charges; and

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

(b) This subsection does not apply to rental agreements subject to ORS 90.505 to 90.850. [Formerly 90.240; 2009 c.127 §3; 2009 c.431 §10; 2011 c.42 §1; 2015 c.388 §10; 2016 c.53 §3; 2019 c.1 §7]

90.222 Renter's liability insurance. (1) A landlord may require a tenant to obtain and maintain renter's liability insurance in a written rental agreement. The amount of coverage may not exceed $100,000 per occurrence or the customary amount required by landlords for similar properties with similar rents in the same rental market, whichever is greater.

(2) Before entering a new tenancy, a landlord:

(a) Shall advise an applicant in writing of a requirement to obtain and maintain renter's liability insurance and the amount of insurance required and provide a reasonable written summary of the exceptions to this requirement under subsections (8) and (9) of this section.

(b) May require an applicant to provide documentation of renter's liability insurance coverage before the tenancy begins.

(3) For an existing month-to-month tenancy, the landlord may amend a written rental agreement to require renter's liability insurance after giving the tenant at least 30 days' written notice of the requirement and the written summary described in subsection (2) of this section. If the tenant does not obtain renter's liability insurance within the 30-day period:

(a) The landlord may terminate the tenancy pursuant to ORS 90.392; and

(b) The tenant may cure the cause of the termination as provided by ORS 90.392 by obtaining insurance.

(4) A landlord may require that the tenant provide documentation:

(a) That the tenant has named the landlord as an interested party on the tenant's renter's liability insurance policy authorizing the insurer to notify the landlord of:

(A) Cancellation or nonrenewal of the policy;

(B) Reduction of policy coverage; or

(C) Removal of the landlord as an interested party; or

(b) On a periodic basis related to the coverage period of the renter's liability insurance policy or more frequently if the landlord reasonably believes that the insurance policy is no longer in effect, that the tenant maintains the renter's liability insurance.

(5) A landlord may require that a tenant obtain or maintain renter's liability insurance only if the landlord obtains and maintains comparable liability insurance and provides documentation to any tenant who requests the documentation, orally or in writing. The landlord may provide documentation to a tenant in person, by mail or by posting in a common area or office. The documentation may consist of a current certificate of coverage. A written rental agreement that requires a tenant to obtain and maintain renter's liability insurance must include a description of the requirements of this subsection.

(6) Neither a landlord nor a tenant shall make unreasonable demands that have the effect of harassing the other with regard to providing documentation of insurance coverage.

(7) A landlord may not:

(a) Require that a tenant obtain renter's liability insurance from a particular insurer;

(b) Require that a tenant name the landlord as an additional insured or as having any special status on the tenant's renter's liability insurance policy other than as an interested party for the purposes described in subsection (4)(a) of this section;

(c) Require that a tenant waive the insurer's subrogation rights; or

(d) Make a claim against the tenant's renter's liability insurance unless:

(A) The claim is for damages or costs for which the tenant is legally liable and not for damages or costs that result from ordinary wear and tear, acts of God or the conduct of the landlord;

(B) The claim is greater than the security deposit of the tenant, if any; and

(C) The landlord provides a copy of the claim to the tenant contemporaneous with filing the claim with the insurer.

(8) A landlord may not require a tenant to obtain or maintain renter's liability insurance if the household income of the tenant is equal to or less than 50 percent of the area median income, adjusted for family size as measured up to a five-person family, as determined by the Oregon Housing Stability Council based on information from the United States Department of Housing and Urban Development.

(9) A landlord may not require a tenant to obtain or maintain renter's liability insurance if the dwelling unit of the tenant has been subsidized with public funds:

(a) Including federal or state tax credits, federal block grants authorized in the HOME Investment Partnerships Act under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, or the Community Development Block Grant program authorized in the Housing and Community Development Act of 1974, as amended, project-based federal rent subsidy payments under 42 U.S.C. 1437f and tax-exempt bonds.

(b) Not including tenant-based federal rent subsidy payments under the Housing Choice Voucher Program authorized by 42 U.S.C. 1437f or any other local, state or federal rental housing assistance.

(10) Subsection (9) of this section does not apply to a dwelling unit that is not subsidized even if the unit is on premises in which some dwelling units are subsidized.

(11)(a) If a landlord knowingly violates this section, the tenant may recover the actual damages of the tenant or $250, whichever is greater.

(b) If a landlord files a frivolous claim against the renter's liability insurance of a tenant, the tenant may recover from the landlord the actual damages of the tenant plus $500.

(12) This section does not:

(a) Affect rights or obligations otherwise provided in this chapter or in the rental agreement.

(b) Apply to tenancies governed by ORS 90.505 to 90.850. [2013 c.294 §2; 2015 c.180 §38; 2015 c.388 §5]

90.228 Notice of location in 100-year flood plain. (1) As used in this section, "100-year flood plain" means the level that flood waters may be expected to equal or exceed once each 100 years, as determined by the National Flood Insurance Program of the Federal Emergency Management Agency.

(2) If a dwelling unit is located in a 100-year flood plain, the landlord shall provide notice in the dwelling unit rental agreement that the dwelling unit is located within the flood plain.

(3) If a landlord fails to provide a notice required under this section, and the tenant of the dwelling unit suffers an uninsured loss due to flooding, the tenant may recover from the landlord the lesser of the actual damages for the uninsured loss or two months' rent. [2009 c.306 §2]

Note: 90.228 was added to and made a part of ORS chapter 90 by legislative action but was not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

90.230 Rental agreements for occupancy of recreational vehicle in park; remedy for noncompliance; exception. (1) If a tenancy is for the occupancy of a recreational vehicle in a manufactured dwelling park, mobile home park or recreational vehicle park, all as defined in ORS 197.492, the landlord shall provide a written rental agreement for a month-to-month, week-to-week or fixed-term tenancy. The rental agreement must state:

(a) If applicable, that the tenancy may be terminated by the landlord under ORS 90.427 without cause upon 30 or 60 days' written notice for a month-to-month tenancy or upon 10 days' written notice for a week-to-week tenancy.

(b) That any accessory building or structure paid for or provided by the tenant belongs to the tenant and is subject to a demand by the landlord that the tenant remove the building or structure upon termination of the tenancy.

(c) That the tenancy is subject to the requirements of ORS 197.493 (1) for exemption from placement and occupancy restrictions.

(2) If a tenant described in subsection (1) of this section moves following termination of the tenancy by the landlord under ORS 90.427, and the landlord failed to provide the required written rental agreement before the beginning of the tenancy, the tenant may recover the tenant's actual damages or twice the periodic rent, whichever is greater.

(3) If the occupancy fails at any time to comply with the requirements of ORS 197.493 (1) for exemption from placement and occupancy restrictions, and a state agency or local government requires the tenant to move as a result of the noncompliance, the tenant may recover the tenant's actual damages or twice the periodic rent, whichever is greater. This subsection does not apply if the noncompliance was caused by the tenant.

(4) This section does not apply to a vacation occupancy. [2005 c.619 §14; 2011 c.42 §1a]

90.240 [Formerly 91.740; 1993 c.369 §3; 1995 c.559 §6; 1997 c.577 §8; 1999 c.603 §10; 2003 c.378 §9; renumbered 90.220 in 2005]

90.243 Qualifications for drug and alcohol free housing; "program of recovery" defined. (1) A dwelling unit qualifies as drug and alcohol free housing if:

(a)(A) For premises consisting of more than eight dwelling units, the dwelling unit is one of at least eight contiguous dwelling units on the premises that are designated by the landlord as drug and alcohol free housing dwelling units and that are each occupied or held for occupancy by at least one tenant who is a recovering alcoholic or drug addict and is participating in a program of recovery; or

(B) For premises consisting of eight or fewer dwelling units, the dwelling unit is one of at least four contiguous dwelling units on the premises that are designated by the landlord as drug and alcohol free housing dwelling units and that are each occupied or held for occupancy by at least one tenant who is a recovering alcoholic or drug addict and is participating in a program of recovery;

(b) The landlord is a nonprofit corporation incorporated pursuant to ORS chapter 65 or a housing authority created pursuant to ORS 456.055 to 456.235;

(c) The landlord provides for the designated drug and alcohol free housing dwelling units:

(A) A drug and alcohol free environment, covering all tenants, employees, staff, agents of the landlord and guests;

(B) Monitoring of the tenants for compliance with the requirements described in paragraph (d) of this subsection;

(C) Individual and group support for recovery; and

(D) Access to a specified program of recovery; and

(d) The rental agreement for the designated drug and alcohol free housing dwelling unit is in writing and includes the following provisions:

(A) That the dwelling unit is designated by the landlord as a drug and alcohol free housing dwelling unit;

(B) That the tenant may not use, possess or share alcohol, marijuana items as defined in ORS 475C.009, illegal drugs, controlled substances or prescription drugs without a medical prescription, either on or off the premises;

(C) That the tenant may not allow the tenant's guests to use, possess or share alcohol, marijuana items as defined in ORS 475C.009, illegal drugs, controlled substances or prescription drugs without a medical prescription, on the premises;

(D) That the tenant shall participate in a program of recovery, which specific program is described in the rental agreement;

(E) That on at least a quarterly basis the tenant shall provide written verification from the tenant's program of recovery that the tenant is participating in the program of recovery and that the tenant has not used:

(i) Alcohol;

(ii) Marijuana items as defined in ORS 475C.009; or

(iii) Illegal drugs;

(F) That the landlord has the right to require the tenant to take a test for drug or alcohol usage promptly and at the landlord's discretion and expense; and

(G) That the landlord has the right to terminate the tenant's tenancy in the drug and alcohol free housing under ORS 90.392, 90.398 or 90.630 for noncompliance with the requirements described in this paragraph.

(2) A dwelling unit qualifies as drug and alcohol free housing despite the premises not having the minimum number of qualified dwelling units required by subsection (1)(a) of this section if:

(a) The premises are occupied but have not previously qualified as drug and alcohol free housing;

(b) The landlord designates certain dwelling units on the premises as drug and alcohol free dwelling units;

(c) The number of designated drug and alcohol free housing dwelling units meets the requirement of subsection (1)(a) of this section;

(d) When each designated dwelling unit becomes vacant, the landlord rents that dwelling unit to, or holds that dwelling unit for occupancy by, at least one tenant who is a recovering alcoholic or drug addict and is participating in a program of recovery and the landlord meets the other requirements of subsection (1) of this section; and

(e) The dwelling unit is one of the designated drug and alcohol free housing dwelling units.

(3) The failure by a tenant to take a test for drug or alcohol usage as requested by the landlord pursuant to subsection (1)(d)(F) of this section may be considered evidence of drug or alcohol use.

(4) As used in this section, "program of recovery" means a verifiable program of counseling and rehabilitation treatment services, including a written plan, to assist recovering alcoholics or drug addicts to recover from their addiction to alcohol, cannabis or illegal drugs while living in drug and alcohol free housing. A "program of recovery" includes Alcoholics Anonymous, Narcotics Anonymous and similar programs. [1995 c.559 §7; 1997 c.577 §9; 1999 c.603 §11; 2003 c.378 §10; 2005 c.22 §59; 2005 c.391 §15; 2017 c.21 §32]

90.245 Prohibited provisions in rental agreements; remedy. (1) A rental agreement may not provide that the tenant:

(a) Agrees to waive or forgo rights or remedies under this chapter;

(b) Authorizes any person to confess judgment on a claim arising out of the rental agreement;

(c) Agrees to the exculpation or limitation of any liability arising as a result of the other party's willful misconduct or negligence or to indemnify the other party for that liability or costs connected therewith; or

(d) Agrees to pay liquidated damages, except as allowed under ORS 90.302 (2)(e).

(2) A provision prohibited by subsection (1) of this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by the landlord to be prohibited and attempts to enforce such provisions, the tenant may recover in addition to the actual damages of the tenant an amount up to three months' periodic rent. [Formerly 91.745; 2009 c.431 §11]

90.250 Receipt of rent without obligation to maintain premises prohibited. A rental agreement, assignment, conveyance, trust deed or security instrument may not permit the receipt of rent free of the obligation to comply with ORS 90.320 (1) or 90.730. [Formerly 91.750; 1999 c.676 §10]

90.255 Attorney fees. In any action on a rental agreement or arising under this chapter, reasonable attorney fees at trial and on appeal may be awarded to the prevailing party together with costs and necessary disbursements, notwithstanding any agreement to the contrary. As used in this section, "prevailing party" means the party in whose favor final judgment is rendered. [Formerly 91.755]

90.260 Late rent payment charge or fee; restrictions; calculation. (1) A landlord may impose a late charge or fee, however designated, only if:

(a) The rent payment is not received by the fourth day of the weekly or monthly rental period for which rent is payable; and

(b) There exists a written rental agreement that specifies:

(A) The tenant's obligation to pay a late charge on delinquent rent payments;

(B) The type and amount of the late charge, as described in subsection (2) of this section; and

(C) The date on which rent payments are due and the date or day on which late charges become due.

(2) The amount of any late charge may not exceed:

(a) A reasonable flat amount, charged once per rental period. “Reasonable amount” means the customary amount charged by landlords for that rental market;

(b) A reasonable amount, charged on a per-day basis, beginning on the fifth day of the rental period for which rent is delinquent. This daily charge may accrue every day thereafter until the rent, not including any late charge, is paid in full, through that rental period only. The per-day charge may not exceed six percent of the amount described in paragraph (a) of this subsection; or

(c) Five percent of the periodic rent payment amount, charged once for each succeeding five-day period, or portion thereof, for which the rent payment is delinquent, beginning on the fifth day of that rental period and continuing and accumulating until that rent payment, not including any late charge, is paid in full, through that rental period only.

(3) In periodic tenancies, a landlord may change the type or amount of late charge by giving 30 days’ written notice to the tenant.

(4) A landlord may not deduct a previously imposed late charge from a current or subsequent rental period rent payment, thereby making that rent payment delinquent for imposition of a new or additional late charge or for termination of the tenancy for nonpayment under ORS 90.394.

(5) A landlord may charge simple interest on an unpaid late charge at the rate allowed for judgments pursuant to ORS 82.010 (2) and accruing from the date the late charge is imposed.

(6) Nonpayment of a late charge alone is not grounds for termination of a rental agreement for nonpayment of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS 90.392 or 90.630 (1). A landlord may note the imposition of a late charge on a nonpayment of rent termination notice under ORS 90.394, so long as the notice states or otherwise makes clear that the tenant may cure the nonpayment notice by paying only the delinquent rent, not including any late charge, within the allotted time.

(7) A late charge includes an increase or decrease in the regularly charged periodic rent payment imposed because a tenant does or does not pay that rent by a certain date. [1989 c.506 §15; 1995 c.559 §8; 1997 c.249 §30; 1997 c.577 §9a; 1999 c.603 §12; 2005 c.391 §16; 2007 c.906 §32a]

90.262 Use and occupancy rules and regulations; adoption; enforceability; restrictions. (1) A landlord, from time to time, may adopt a rule or regulation, however described, concerning the tenant’s use and occupancy of the premises. It is enforceable against the tenant only if:

(a) Its purpose is to promote the convenience, safety or welfare of the tenants in the premises, preserve the landlord’s property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;

(b) It is reasonably related to the purpose for which it is adopted;

(c) It applies to all tenants in the premises in a fair manner;

(d) It is sufficiently explicit in its prohibition, direction or limitation of the tenant’s conduct to fairly inform the tenant of what the tenant must or must not do to comply;

(e) It is not for the purpose of evading the obligations of the landlord; and

(f) The tenant has written notice of it at the time the tenant enters into the rental agreement, or when it is adopted.

(2) If a rule or regulation adopted after the tenant enters into the rental agreement works a substantial modification of the bargain, it is not valid unless the tenant consents to it in writing.

(3) If adopted, an occupancy guideline for a dwelling unit shall not be more restrictive than two people per bedroom and shall be reasonable. Reasonableness shall be determined on a case-by-case basis. Factors to be considered in determining reasonableness include, but are not limited to:

(a) The size of the bedrooms;

(b) The overall size of the dwelling unit; and

(c) Any discriminatory impact on those identified in ORS 659A.421.

(4) As used in this section:

(a) "Bedroom" means a habitable room that:

(A) Is intended to be used primarily for sleeping purposes;

(B) Contains at least 70 square feet; and

(C) Is configured so as to take the need for a fire exit into account.

(b) "Habitable room" means a space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility space and similar areas are not included. [Formerly 90.330]

90.263 Vehicle tags. A landlord may not require that a tenant display a nonremovable tag, sticker or other device on a motor vehicle that might reveal or indicate to the public the premises where the tenant resides. [1999 c.397 §2]

Note: 90.263 was added to and made a part of ORS chapter 90 by legislative action but was not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

90.265 Interest in alternative energy device installed by tenant. (1) An alternative energy device installed in a dwelling unit by a tenant with the landlord's written permission is not a fixture in which the landlord has a legal interest, except as otherwise expressly provided in a written agreement between the landlord and tenant.

(2) As a condition to a grant of written permission referred to in subsection (1) of this section, a landlord may require a tenant to do one or more of the following:

(a) Provide a waiver of the landlord's liability for any injury to the tenant or other installer resulting from the tenant's or installer's negligence in the installation of the alternative energy device;

(b) Secure a waiver of the right to a lien against the property of the landlord from each contractor, subcontractor, laborer and material supplier who would obtain the right to a lien when the tenant installs or causes the installation of the alternative energy device; or

(c) Post a bond or pay a deposit in an amount not to exceed the cost of restoring the premises to its condition at the time of installation of the alternative energy device.

(3) Nothing in this section:

(a) Authorizes the installation of an alternative energy device in a dwelling unit without the landlord's written permission; or

(b) Limits a landlord's right to recover damages and obtain injunctive relief as provided in ORS 90.401.

(4) As used in this section, "alternative energy device" has the meaning given that term in ORS 469B.100. [Formerly 91.757; 1993 c.369 §32; 1995 c.559 §57; 1997 c.577 §10; 1999 c.603 §13; 2005 c.22 §60; 2005 c.391 §17]

TEMPORARY OCCUPANCY AGREEMENT

90.275 Temporary occupancy agreement; terms and conditions. (1) As provided under this section, a landlord may allow an individual to become a temporary occupant of the tenant's dwelling unit. To create a temporary occupancy, the landlord, tenant and proposed temporary occupant must enter into a written temporary occupancy agreement that describes the temporary occupancy relationship.

(2) The temporary occupant:

(a) Is not a tenant entitled to occupy the dwelling unit to the exclusion of others; and

(b) Does not have the rights of a tenant.

(3) The temporary occupancy agreement may be terminated by:

(a) The tenant without cause at any time; and

(b) The landlord only for cause that is a material violation of the temporary occupancy agreement.

(4) The temporary occupant does not have a right to cure a violation that causes a landlord to terminate the temporary occupancy agreement.

(5) Before entering into a temporary occupancy agreement, a landlord may screen the proposed temporary occupant for issues regarding conduct or for a criminal record. The landlord may not screen the proposed temporary occupant for credit history or income level.

(6) A temporary occupancy agreement:

(a) Shall expressly include the requirements of subsections (2) to (4) of this section;

(b) May provide that the temporary occupant is required to comply with any applicable rules for the premises; and

(c) May have a specific ending date.

(7) The landlord, tenant and temporary occupant may extend or renew a temporary occupancy agreement or may enter into a new temporary occupancy agreement.

(8) A landlord or tenant is not required to give the temporary occupant written notice of the termination of a temporary occupancy agreement.

(9) The temporary occupant shall promptly vacate the dwelling unit if a landlord terminates a temporary occupancy agreement for material violation of the temporary occupancy agreement or if the temporary occupancy agreement ends by its terms. Except as provided in ORS 90.449, the landlord may terminate the tenancy of the tenant as provided under ORS 90.392 or 90.630 if the temporary occupant fails to promptly vacate the dwelling unit or if the tenant materially violates the temporary occupancy agreement.

(10) A temporary occupant shall be treated as a squatter if the temporary occupant continues to occupy the dwelling unit after a tenancy has ended or after the tenant revokes permission for the occupancy by terminating the temporary occupancy agreement.

(11)(a) A landlord may not enter into a temporary occupancy agreement for the purpose of evading landlord responsibilities under this chapter or to diminish the rights of an applicant or tenant under this chapter.

(b) A tenant may not become a temporary occupant in the tenant's own dwelling unit.

(c) A tenancy may not consist solely of a temporary occupancy. Each tenancy must have at least one tenant. [2009 c.431 §6 and 2009 c.816 §15; 2013 c.294 §5]

FEES AND DEPOSITS

90.295 Applicant screening charges; screening criteria. (1)(a) A landlord may require payment of an applicant screening charge solely to cover the costs of obtaining information about an applicant as the landlord processes the application for a rental agreement. This

activity is known as screening and includes but is not limited to checking references and obtaining a consumer credit report or tenant screening report. The landlord must provide the applicant with a receipt for any applicant screening charge.

(b) A landlord may only require an applicant to pay a single applicant screening charge within any 60-day period, regardless of the number of rental units owned or managed by the landlord for which the applicant has applied to rent.

(2) The amount of any applicant screening charge must not be greater than the landlord's average actual cost of screening applicants or the customary amount charged by tenant screening companies or consumer credit reporting agencies for a comparable level of screening. Actual costs may include the cost of using a tenant screening company or a consumer credit reporting agency and the reasonable value of any time spent by the landlord or the landlord's agents in otherwise obtaining information on applicants.

(3) A landlord may not require payment of an applicant screening charge unless prior to accepting the payment the landlord:

(a) Adopts written screening or admission criteria;

(b) Gives written notice to the applicant of:

(A) The amount of the applicant screening charge;

(B) The landlord's screening or admission criteria;

(C) The process that the landlord typically will follow in screening the applicant, including whether the landlord uses a tenant screening company, credit reports, public records or criminal records or contacts employers, landlords or other references;

(D) The applicant's rights to dispute the accuracy of any information provided to the landlord by a screening company or credit reporting agency;

(E) A right to appeal a negative determination, if any right to appeal exists;

(F) Any nondiscrimination policy as required by federal, state or local law plus any nondiscrimination policy of the landlord, including that a landlord may not discriminate against an applicant because of the race, color, religion, sex, sexual orientation, national origin, marital status, familial status or source of income of the applicant;

(G) The amount of rent the landlord will charge and the deposits the landlord will require, subject to change in the rent or deposits by agreement of the landlord and the tenant before entering into a rental agreement; and

(H) Whether the landlord requires tenants to obtain and maintain renter's liability insurance and, if so, the amount of insurance required; and

(c) Gives actual notice to the applicant of an estimate, made to the best of the landlord's ability at that time, of the approximate number of rental units of the type, and in the area, sought by the applicant that are, or within a reasonable future time will be, available to rent from that landlord. The estimate shall include the approximate number of applications previously accepted and remaining under consideration for those units. A good faith error by a landlord in making an estimate under this paragraph does not provide grounds for a claim under subsection (6)(b) of this section.

(4) Unless the applicant agrees otherwise in writing, a landlord may not require payment of an applicant screening charge when the landlord knows or should know that no rental units are available at that time or will be available within a reasonable future time.

(5) A landlord that requires an applicant screening charge must refund the applicant screening charge to the applicant within a reasonable time if the landlord:

(a) Fills the vacant dwelling unit before screening the applicant; or

(b) Does not screen the applicant for any reason.

(6)(a) An applicant may not recover an applicant screening charge from the landlord if the applicant refuses an offer from the landlord to rent the dwelling unit.

(b) The applicant may recover from the landlord twice the amount of any applicant screening charge paid, plus $150, if:

(A) The landlord fails to comply with this section with respect to the applicant's screening or screening charge; or

(B) The landlord does not conduct a screening of the applicant for any reason and fails to refund an applicant screening charge to the applicant within a reasonable time. [1993 c.369 §26; 1995 c.559 §10; 1997 c.577 §11; 1999 c.603 §14; 2011 c.42 §2; 2013 c.294 §6; 2019 c.251 §1; 2021 c.577 §1]

90.297 Prohibition on charging deposit or fee to enter rental agreement; exceptions; deposit allowed for securing execution of rental agreement; remedy. (1) Except as provided in ORS 90.295 and in this section, a landlord may not charge a deposit or fee, however designated, to an applicant who has applied to a landlord to enter a rental agreement for a dwelling unit.

(2) A landlord may charge a deposit, however designated, to an applicant for the purpose of securing the execution of a rental agreement, after approving the applicant's application but prior to entering into a rental agreement. The landlord must give the applicant a written statement describing:

(a) The amount of rent and the fees the landlord will charge and the deposits the landlord will require; and

(b) The terms of the agreement to execute a rental agreement and the conditions for refunding or retaining the deposit.

(3) If a rental agreement is executed, the landlord shall either apply the deposit toward the moneys due the landlord under the rental agreement or refund it immediately to the tenant.

(4) If a rental agreement is not executed due to a failure by the applicant to comply with the agreement to execute, the landlord may retain the deposit.

(5) If a rental agreement is not executed due to a failure by the landlord to comply with the agreement to execute, within four days the landlord shall return the deposit to the applicant either by making the deposit available to the applicant at the landlord's customary place of business or by mailing the deposit by first class mail to the applicant.

(6) If a landlord fails to comply with this section, the applicant or tenant, as the case may be, may recover from the landlord the amount of any fee or deposit charged, plus $150. [1995 c.559 §11; 2001 c.596 §30; 2011 c.42 §3]

90.300 Security deposits; prepaid rent. (1) As used in this section, "security deposit" includes any last month's rent deposit.

(2)(a) Except as otherwise provided in this section, a landlord may require a tenant to pay a security deposit. The landlord shall provide the tenant with a receipt for any security deposit the tenant pays. The landlord shall hold a security deposit or prepaid rent for the tenant who is a party to the rental agreement. A tenant's claim to the security deposit or prepaid rent is prior to the claim of a creditor of the landlord, including a trustee in bankruptcy.

(b) Except as provided in ORS 86.782 (10), the holder of the landlord's interest in the premises at the time the tenancy terminates is responsible to the tenant for any security deposit or prepaid rent and is bound by this section.

(3) A written rental agreement, if any, must list a security deposit paid by a tenant or required by a landlord.

(4) A landlord may not charge a tenant a pet security deposit for keeping a service animal or companion animal that a tenant with a disability requires as a reasonable accommodation under fair housing laws.

(5)(a) Except as otherwise provided in this subsection, a landlord may not change the rental agreement to require the tenant to pay a new or increased security deposit during the first year after the tenancy has begun. Subject to subsection (4) of this section, the landlord may require an additional deposit if the landlord and tenant agree to modify the terms and conditions of the rental agreement to permit a pet or for other cause and the additional deposit relates to the modification. This paragraph does not prevent a landlord from collecting a security deposit that an initial rental agreement provided for but that remained unpaid at the time the tenancy began.

(b) If a landlord requires a new or increased security deposit after the first year of the tenancy, the landlord shall allow the tenant at least three months to pay the new or increased deposit.

(6) The landlord may claim all or part of the security deposit only if the landlord required the security deposit for any or all of the purposes specified in subsection (7) of this section.

(7)(a) The landlord may claim from the security deposit only the amount reasonably necessary:

(A) To remedy the tenant's defaults in the performance of the rental agreement including, but not limited to, unpaid rent; and

(B) To repair damages to the premises caused by the tenant, not including ordinary wear and tear.

(b) A landlord is not required to repair damage caused by the tenant in order for the landlord to claim against the deposit for the cost to make the repair. Any labor costs the landlord assesses under this subsection for cleaning or repairs must be based on a reasonable hourly rate. The landlord may charge a reasonable hourly rate for the landlord's own performance of cleaning or repair work.

(c) Defaults and damages for which a landlord may recover under this subsection include, but are not limited to:

(A) Carpet cleaning, other than the use of a common vacuum cleaner, if:

(i) The cleaning is performed by use of a machine specifically designed for cleaning or shampooing carpets;

(ii) The carpet was cleaned or replaced after the previous tenancy or the most recent significant use of the carpet and before the tenant took possession; and

(iii) The written rental agreement provides that the landlord may deduct the cost of carpet cleaning regardless of whether the tenant cleans the carpet before the tenant delivers possession as described in ORS 90.147.

(B) Loss of use of the dwelling unit during the performance of necessary cleaning or repairs for which the tenant is responsible under this subsection if the cleaning or repairs are performed in a timely manner.

(8) A landlord may not require a tenant to pay or to forfeit a security deposit or prepaid rent to the landlord for the tenant's failure to maintain a tenancy for a minimum number of months in a month-to-month tenancy.

(9) The landlord must apply any last month's rent deposit to the rent due for the last month of the tenancy:

(a) When either the landlord or the tenant gives to the other a notice of termination, pursuant to this chapter, other than a notice of termination under ORS 90.394;

(b) When the landlord and tenant agree to terminate the tenancy; or

(c) When the tenancy terminates in accordance with the provisions of a written rental agreement for a term tenancy.

(10) A landlord shall account for and refund as provided in subsections (12) to (14) of this section any portion of a last month's rent deposit the landlord does not apply as provided under subsection (9) of this section. Unless the tenant and landlord agree otherwise, the tenant may not require the landlord to apply a last month's rent deposit to rent due for any period other than the last month of the tenancy. A last month's rent deposit does not limit the amount of rent charged unless a written rental agreement provides otherwise.

(11) When the tenancy terminates, a landlord shall account for and refund to the tenant, in the same manner this section requires for security deposits, the unused balance of any prepaid rent the landlord has not previously refunded to the tenant under ORS 90.380 and 105.120 (5)(b) or any other provision of this chapter. The landlord may claim from the remaining prepaid rent only the amount reasonably necessary to pay the tenant's unpaid rent.

(12) In order to claim all or part of any prepaid rent or security deposit, within 31 days after the tenancy terminates and the tenant delivers possession the landlord shall give to the tenant a written accounting that states specifically the basis or bases of the claim. The landlord shall give a separate accounting for security deposits and for prepaid rent.

(13) The landlord shall return to the tenant the security deposit or prepaid rent or the portion of the security deposit or prepaid rent that the landlord does not claim in the manner provided by subsections (11) and (12) of this section not later than 31 days after the tenancy terminates and the tenant delivers possession to the landlord.

(14) The landlord shall give the written accounting required under subsection (12) of this section or shall return the security deposit or prepaid rent as required by subsection (13) of this section by personal delivery or by first class mail.

(15) If a security deposit or prepaid rent secures a tenancy for a space for a manufactured dwelling or floating home the tenant owns and occupies, whether or not in a facility, and the dwelling or home is abandoned as described in ORS 90.425 (2) or 90.675 (2), the 31-day period described in subsections (12) and (13) of this section commences on the earliest of:

(a) Waiver of the abandoned property process under ORS 90.425 (26) or 90.675 (24);

(b) Removal of the manufactured dwelling or floating home from the rented space;

(c) Destruction or other disposition of the manufactured dwelling or floating home under ORS 90.425 (10)(b) or 90.675 (10)(b); or

(d) Sale of the manufactured dwelling or floating home pursuant to ORS 90.425 (10)(a) or 90.675 (10)(a).

(16) If the landlord fails to comply with subsection (13) of this section or if the landlord in bad faith fails to return all or any portion of any prepaid rent or security deposit due to the tenant under this chapter or the rental agreement, the tenant may recover the money due in an amount equal to twice the amount:

(a) Withheld without a written accounting under subsection (12) of this section; or

(b) Withheld in bad faith.

(17)(a) A security deposit or prepaid rent in the possession of the landlord is not garnishable property, as provided in ORS 18.618.

(b) If a landlord delivers a security deposit or prepaid rent to a garnishor in violation of ORS 18.618 (1)(b), the landlord that delivered the security deposit or prepaid rent to the garnishor shall allow the tenant at least 30 days after a copy of the garnishee response required by ORS 18.680 is delivered to the tenant under ORS 18.690 to restore the security deposit or prepaid rent. If the tenant fails to restore a security deposit or prepaid rent under the provisions of this paragraph before the tenancy terminates, and the landlord retains no security deposit or

prepaid rent from the tenant after the garnishment, the landlord is not required to refund or account for the security deposit or prepaid rent under subsection (11) of this section.

(18) This section does not preclude the landlord or tenant from recovering other damages under this chapter. [Formerly 91.760; 1993 c.369 §4; 1995 c.559 §12; 1997 c.577 §13; 1999 c.603 §15; 2001 c.596 §31; 2003 c.658 §3; 2005 c.391 §3; 2007 c.496 §7; 2007 c.906 §37; 2009 c.431 §12; 2010 c.28 §5; 2011 c.42 §4; 2011 c.510 §5; 2013 c.294 §7; 2015 c.217 §16; 2019 c.625 §51]

90.302 Fees allowed for certain landlord expenses; accounting not required; fees for noncompliance with written rules; tenant remedies. (1) A landlord may not charge a fee at the beginning of the tenancy for an anticipated landlord expense and may not require the payment of any fee except as provided in this section. A fee must be described in a written rental agreement.

(2) A landlord may charge a tenant a fee for each occurrence of the following:

(a) A late rent payment, pursuant to ORS 90.260.

(b) A dishonored check, pursuant to ORS 30.701 (5). The amount of the fee may not exceed the amount described in ORS 30.701 (5) plus any amount that a bank has charged the landlord for processing the dishonored check.

(c) Removal or tampering with a properly functioning smoke alarm, smoke detector or carbon monoxide alarm, as provided in ORS 90.325 (2). The landlord may charge a fee of up to $250 unless the State Fire Marshal assesses the tenant a civil penalty for the conduct under ORS 479.990 or under ORS 105.836 to 105.842 and 476.725.

(d) The violation of a written pet agreement or of a rule relating to pets in a facility, pursuant to ORS 90.530.

(e) The abandonment or relinquishment of a dwelling unit during a fixed term tenancy without cause. The fee may not exceed one and one-half times the monthly rent. A landlord may not assess a fee under this paragraph if the abandonment or relinquishment is pursuant to ORS 90.453 (2), 90.472 or 90.475. If the landlord assesses a fee under this paragraph:

(A) The landlord may not recover unpaid rent for any period of the fixed term tenancy beyond the date that the landlord knew or reasonably should have known of the abandonment or relinquishment;

(B) The landlord may not recover damages related to the cost of renting the dwelling unit to a new tenant; and

(C) ORS 90.410 (3) does not apply to the abandonment or relinquishment.

(3)(a) A landlord may charge a tenant a fee under this subsection for a second noncompliance or for a subsequent noncompliance with written rules or policies that describe the prohibited conduct and the fee for a second noncompliance, and for any third or subsequent noncompliance, that occurs within one year after a written warning notice described in subparagraph (A) of this paragraph. Except as provided in paragraph (b)(G) or (H) of this subsection, the fee may not exceed $50 for the second noncompliance within one year after the warning notice for the same or a similar noncompliance or $50 plus five percent of the rent payment for the current rental period for a third or subsequent noncompliance within one year after the warning notice for the same or a similar noncompliance. The landlord:

(A) Shall give a tenant a written warning notice that describes:

(i) A specific noncompliance before charging a fee for a second or subsequent noncompliance for the same or similar conduct; and

(ii) The amount of the fee for a second noncompliance, and for any subsequent noncompliance, that occurs within one year after the warning notice.

(B) Shall give a tenant a written notice describing the noncompliance when assessing a fee for a second or subsequent noncompliance that occurs within one year after the warning notice.

(C) Shall give a warning notice for a noncompliance or assess a fee for a second or subsequent noncompliance within 30 days after the act constituting noncompliance.

(D) May terminate a tenancy for a noncompliance consistent with this chapter instead of assessing a fee under this subsection, but may not assess a fee and terminate a tenancy for the same noncompliance.

(E) May not deduct a fee assessed pursuant to this subsection from a rent payment for the current or a subsequent rental period.

(b) A landlord may charge a tenant a fee for occurrences of noncompliance with written rules or policies as provided in paragraph (a) of this subsection for the following types of noncompliance:

(A) The late payment of a utility or service charge that the tenant owes the landlord as described in ORS 90.315.

(B) Failure to clean up pet waste from a part of the premises other than the dwelling unit.

(C) Failure to clean up the waste of a service animal or a companion animal from a part of the premises other than the dwelling unit.

(D) Failure to clean up garbage, rubbish and other waste from a part of the premises other than the dwelling unit.

(E) Parking violations.

(F) The improper use of vehicles within the premises.

(G) Smoking in a clearly designated nonsmoking unit or area of the premises. The fee for a second or any subsequent noncompliance under this subparagraph may not exceed $250. A landlord may not assess this fee before 24 hours after the required warning notice to the tenant.

(H) Keeping on the premises an unauthorized pet capable of causing damage to persons or property, as described in ORS 90.405. The fee for a second or any subsequent noncompliance under this subparagraph may not exceed $250. A landlord may not assess this fee before 48 hours after the required warning notice to the tenant.

(4) A landlord may not be required to account for or return to the tenant any fee.

(5) Except as provided in subsection (2)(e) of this section, a landlord may not charge a tenant any form of liquidated damages, however designated.

(6) Nonpayment of a fee is not grounds for termination of a rental agreement for nonpayment of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS 90.392 or 90.630 (1).

(7) This section does not apply to:

(a) Attorney fees awarded pursuant to ORS 90.255;

(b) Applicant screening charges paid pursuant to ORS 90.295;

(c) Charges for improvements or other actions that are requested by the tenant and are not required of the landlord by the rental agreement or by law, including the cost to replace a key lost by a tenant;

(d) Processing fees charged to the landlord by a credit card company and passed through to the tenant for the use of a credit card by the tenant to make a payment when:

(A) The credit card company allows processing fees to be passed through to the credit card holder; and

(B) The landlord allows the tenant to pay in cash or by check;

(e) A requirement by a landlord in a written rental agreement that a tenant obtain and maintain renter's liability insurance pursuant to ORS 90.222; or

(f) Assessments, as defined in ORS 94.550 and 100.005, for a dwelling unit that is within a homeowners association organized under ORS 94.625 or an association of unit owners organized under ORS 100.405, respectively, if:

(A) The assessments are imposed by the association on a landlord who owns a dwelling unit within the association and the landlord passes the assessments through to a tenant of the unit;

(B) The assessments are imposed by the association on any person for expenses related to moving into or out of a unit located within the association;

(C) The landlord sets forth the assessment requirement in the written rental agreement at the commencement of the tenancy; and

(D) The landlord gives a copy of the assessment the landlord receives from the association to the tenant before or at the time the landlord charges the tenant.

(8) If a landlord charges a tenant a fee in violation of this section, the tenant may recover twice the actual damages of the tenant or $300, whichever is greater. This penalty does not apply to fees described in subsection (2) of this section.

(9) The landlord may unilaterally amend a rental agreement for a facility subject to ORS 90.505 to 90.850 to impose fees authorized by subsection (3) of this section upon a 90-day written notice to the tenant, except that a marina landlord may not impose a noncompliance fee for parking under subsection (3)(b)(E) of this section. [1995 c.559 §13; 1997 c.577 §14; 1999 c.307 §19; 1999 c.603 §16; 2005 c.391 §18; 2009 c.431 §13; 2009 c.591 §11; 2013 c.294 §8; 2015 c.388 §3; 2016 c.53 §4; 2019 c.625 §37]

LANDLORD RIGHTS AND OBLIGATIONS

90.303 Evaluation of applicant. (1) When evaluating an applicant, a landlord may not consider a previous action to recover possession pursuant to ORS 105.105 to 105.168 if the action:

(a) Was dismissed or resulted in a general judgment for the applicant before the applicant submits the application.

(b) Resulted in a general judgment against the applicant that was:

(A) Entered five or more years before the applicant submits the application; or

(B) Entered on claims that arose on or after April 1, 2020, and before March 1, 2022.

(2) When evaluating the applicant, a landlord may consider a previous arrest of the applicant only if the arrest resulted in charges for criminal conduct as described in subsection (3) of this section and:

(a) The applicant was convicted of the charges; or

(b) The charges are pending and the applicant is not presently participating in a diversion, conditional discharge or deferral of judgment program on the charges.

(3) When evaluating the applicant, the landlord may consider criminal convictions or pending charges only for conduct that is presently illegal in this state and is:

(a) A drug-related crime, but not including convictions based solely on the use or possession of marijuana;

(b) A person crime;

(c) A sex offense;

(d) A crime involving financial fraud, including identity theft and forgery; or

(e) Any other crime if the conduct for which the applicant was convicted or charged is of a nature that would adversely affect:

(A) Property of the landlord or a tenant; or

(B) The health, safety or right to peaceful enjoyment of the premises of residents, the landlord or the landlord's agent.

(4) When evaluating an applicant, a landlord may not consider the possession of a medical marijuana card or status as a medical marijuana patient.

(5) When evaluating an applicant, a landlord may not consider an applicant's unpaid rent, including rent reflected in judgments or referrals of debt to a collection agency, that accrued on or after April 1, 2020, and before March 1, 2022. [2013 c.294 §3; 2019 c.268 §1; 2021 c.39 §8; 2021 c.577 §2]

Note: The amendments to 90.303 by section 10, chapter 39, Oregon Laws 2021, become operative January 2, 2028. See section 12, chapter 39, Oregon Laws 2021. The text that is operative on and after January 2, 2028, is set forth for the user's convenience.

90.303. (1) When evaluating an applicant, a landlord may not consider a previous action to recover possession pursuant to ORS 105.105 to 105.168 if the action:

(a) Was dismissed or resulted in a general judgment for the applicant before the applicant submits the application.

(b) Resulted in a general judgment against the applicant that was entered five or more years before the applicant submits the application.

(2) When evaluating the applicant, a landlord may consider a previous arrest of the applicant only if the arrest resulted in charges for criminal conduct as described in subsection (3) of this section and:

(a) The applicant was convicted of the charges; or

(b) The charges are pending and the applicant is not presently participating in a diversion, conditional discharge or deferral of judgment program on the charges.

(3) When evaluating the applicant, the landlord may consider criminal convictions or pending charges only for conduct that is presently illegal in this state and is:

(a) A drug-related crime, but not including convictions based solely on the use or possession of marijuana;

(b) A person crime;

(c) A sex offense;

(d) A crime involving financial fraud, including identity theft and forgery; or

(e) Any other crime if the conduct for which the applicant was convicted or charged is of a nature that would adversely affect:

(A) Property of the landlord or a tenant; or

(B) The health, safety or right to peaceful enjoyment of the premises of residents, the landlord or the landlord's agent.

(4) When evaluating an applicant, a landlord may not consider the possession of a medical marijuana card or status as a medical marijuana patient.

90.304 Statement of reasons for denial; remedy. (1) If a landlord denies an application after the landlord's application of screening or admissions criteria, within 14 days of the denial the landlord must provide the applicant with a written statement of one or more reasons for the denial.

(2) The landlord's statement of reasons for denial required by subsection (1) of this section may consist of a form with one or more reasons checked off. The reasons may include, but are

not limited to, the following:

(a) Rental information, including:

(A) Negative or insufficient reports from references or other sources.

(B) An unacceptable or insufficient rental history, such as the lack of a reference from a prior landlord.

(C) A prior action for possession under ORS 105.105 to 105.168 that resulted in a general judgment for the plaintiff or an action for possession that has not yet resulted in dismissal or general judgment.

(D) Inability to verify information regarding a rental history.

(b) Criminal records, including:

(A) An unacceptable criminal history.

(B) Inability to verify information regarding criminal history.

(c) Financial information, including:

(A) Insufficient income.

(B) Negative information provided by a consumer credit reporting agency.

(C) Inability to verify information regarding credit history.

(d) Failure to meet other written screening or admission criteria.

(e) The dwelling unit has already been rented.

(3) The statement of reasons for denial must include:

(a) The name and address of any tenant screening companies or consumer credit reporting agencies that provided a report upon which the denial is based, if not previously disclosed to the applicant;

(b) Any supplemental evidence provided by the applicant that the landlord considered and an explanation of the reasons that the supplemental evidence did not adequately compensate for the factors that informed the landlord's decision to reject the application; and

(c) A right of the applicant to appeal the determination, if any right to appeal exists.

(4) Except as provided in subsection (3)(a) of this section, a landlord need not disclose the results of an applicant screening or report to an applicant, with respect to information that is not required to be disclosed under the federal Fair Credit Reporting Act. A landlord may give to an applicant a copy of that applicant's consumer report, as defined in the Fair Credit Reporting Act.

(5) Before denying an application for housing on the basis of criminal history, a landlord must:

(a) Provide an opportunity for the applicant to submit supplemental evidence to explain, justify or negate the relevance of potentially negative information.

(b) Conduct an individualized assessment of the applicant, including any supplemental evidence, taking into consideration:

(A) The nature and severity of the incidents that would lead to a denial;

(B) The number and type of incidents;

(C) The time that has elapsed since the date the incidents occurred; and

(D) The age of the individual at the time the incidents occurred.

(6) If a landlord fails to comply with this section, the applicant may recover from the landlord $100. [2005 c.391 §31; 2021 c.577 §3]

90.305 Disclosure of certain matters; retention of rental agreement; inspection of agreement. (1) The landlord shall disclose to the tenant in writing at or before the commencement of the tenancy the name and address of:

(a) The person authorized to manage the premises; and

(b) An owner of the premises or a person authorized to act for and on behalf of the owner for the purpose of service of process and receiving and receipting for notices and demands.

(2) The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor landlord, owner or manager.

(3) A person who is authorized to manage the premises, or to enter into a rental agreement, and fails to comply with subsection (1) of this section becomes an agent of each person who is a landlord for service of process and receiving and receipting for notices and demands.

(4)(a) A landlord shall retain a copy of each rental agreement at the resident manager's office or at the address provided to the tenant under subsection (1)(a) of this section.

(b) A tenant may request to see the rental agreement and, within a reasonable time, the landlord shall make the agreement available for inspection. At the request of the tenant and upon payment of a reasonable charge, not to exceed the lesser of 25 cents per page or the actual copying costs, the landlord shall provide the tenant with a copy of the rental agreement. This subsection shall not diminish the landlord's obligation to furnish the tenant an initial copy of the rental agreement and any amendments under ORS 90.220 (3). [Formerly 91.765; 1993 c.369 §5; 1999 c.603 §17; 2003 c.378 §11]

90.310 Disclosure of legal proceedings; tenant remedies for failure to disclose; liability of manager. (1) If at the time of the execution of a rental agreement for a dwelling unit in premises containing no more than four dwelling units the premises are subject to any of the following circumstances, the landlord shall disclose that circumstance to the tenant in writing before the execution of the rental agreement:

(a) Any outstanding notice of default under a trust deed, mortgage or contract of sale, or notice of trustee's sale under a trust deed;

(b) Any pending suit to foreclose a mortgage, trust deed or vendor's lien under a contract of sale;

(c) Any pending declaration of forfeiture or suit for specific performance of a contract of sale; or

(d) Any pending proceeding to foreclose a tax lien.

(2) If the tenant moves as a result of a circumstance that the landlord failed to disclose as required by subsection (1) of this section, the tenant may recover twice the actual damages or twice the monthly rent, whichever is greater, and all prepaid rent, in addition to any other remedy that the law may provide.

(3) This section shall not apply to premises managed by a court appointed receiver.

(4) A manager who has complied with ORS 90.305 shall not be liable for damages under this section if the manager had no knowledge of the circumstances that gave rise to a duty of disclosure under subsection (1) of this section. [Formerly 91.766; 1997 c.249 §31]

90.315 Utility or service payments; additional charges; responsibility for utility or service; remedies. (1) As used in this section:

(a) "Public service" means municipal services and the provision of public resources related to the dwelling unit, including street maintenance, transportation improvements, public transit, public safety and parks and open space.

(b)(A) "Public service charge" means a charge imposed on a landlord by a utility or service provider, by a utility or service provider on behalf of a local government or directly by a local government.

(B) "Public service charge" does not include real property taxes, income taxes, business license fees or dwelling inspection fees.

(c) “Sewer service” includes storm water service and wastewater service.

(d) “Utility or service” includes but is not limited to electricity, natural or liquid propane gas, oil, water, hot water, heat, air conditioning, cable television, direct satellite or other video subscription services, Internet access or usage, sewer service, public services and garbage collection and disposal.

(2) The landlord shall disclose to the tenant in writing at or before the commencement of the tenancy any utility or service that the tenant pays directly to a utility or service provider that benefits, directly, the landlord or other tenants. A tenant’s payment for a given utility or service benefits the landlord or other tenants if the utility or service is delivered to any area other than the tenant’s dwelling unit.

(3) If the landlord knowingly fails to disclose those matters required under subsection (2) of this section, the tenant may recover twice the actual damages sustained or one month’s rent, whichever is greater.

(4)(a) Except for tenancies covered by ORS 90.505 to 90.850, if a written rental agreement so provides, a landlord may require a tenant to pay to the landlord a utility or service charge or a public service charge that has been billed by a utility or service provider to the landlord for utility or service provided directly, or for a public service provided indirectly, to the tenant’s dwelling unit or to a common area available to the tenant as part of the tenancy. A utility or service charge that shall be assessed to a tenant for a common area must be described in the written rental agreement separately and distinctly from such a charge for the tenant’s dwelling unit.

(b)(A) If a rental agreement provides that a landlord may require a tenant to pay a utility or service charge, the landlord must bill the tenant in writing for the utility or service charge within 30 days after receipt of the provider’s bill. If the landlord includes in the bill to the tenant a statement of the rent due, the landlord must separately and distinctly state the amount of the rent and the amount of the utility or service charge.

(B) The landlord must provide to the tenant, in the written rental agreement or in a bill to the tenant, an explanation of:

(i) The manner in which the provider assesses a utility or service charge; and

(ii) The manner in which the charge is allocated among the tenants if the provider’s bill to the landlord covers multiple tenants.

(C) The landlord must:

(i) Include in the bill to the tenant a copy of the provider’s bill; or

(ii) If the provider’s bill is not included, state that the tenant may inspect the provider’s bill at a reasonable time and place and that the tenant may obtain a copy of the provider’s bill by making a request to the landlord during the inspection and upon payment to the landlord for the reasonable cost of making copies.

(D) A landlord may require that a bill to the tenant for a utility or service charge is due upon delivery of the bill. A landlord shall treat the tenant’s payment as timely for purposes of ORS 90.302 (3)(b)(A) if the payment is made by a date that is specified in the bill and that is not less than 30 days after delivery of the bill.

(E) If a written rental agreement so provides, the landlord may deliver a bill to the tenant as provided in ORS 90.155 or by electronic means.

(c) Except as provided in this paragraph, a utility or service charge may only include the cost of the utility or service as billed to the landlord by the provider. A landlord may add an additional amount to a utility or service charge billed to the tenant if:

(A) The utility or service charge to which the additional amount is added is for cable television, direct satellite or other video subscription services or for Internet access or usage;

(B) The additional amount is not more than 10 percent of the utility or service charge billed to the tenant;

(C) The total of the utility or service charge and the additional amount is less than the typical periodic cost the tenant would incur if the tenant contracted directly with the provider for the cable television, direct satellite or other video subscription services or for Internet access or usage;

(D) The written rental agreement providing for the utility or service charge describes the additional amount separately and distinctly from the utility or service charge; and

(E) Any billing or notice from the landlord regarding the utility or service charge lists the additional amount separately and distinctly from the utility or service charge.

(d)(A) A landlord must provide 60 days' written notice to a tenant before the landlord may amend an existing rental agreement for a month-to-month tenancy to require a tenant to pay a public service charge that was adopted by a utility or service provider or a local government within the previous six months.

(B) A landlord may not hold a tenant liable for a public service charge billed to a previous tenant.

(C) A landlord may not require a tenant to agree to the amendment of an existing rental agreement, and may not terminate a tenant for refusing to agree to the amendment of a rental agreement, if the amendment would obligate the tenant to pay an additional amount for cable television, direct satellite or other video subscription services or for Internet access or usage as provided under paragraph (c) of this subsection.

(e) A utility or service charge, including any additional amount added pursuant to paragraph (c) of this subsection, is not rent or a fee. Nonpayment of a utility or service charge is not grounds for termination of a rental agreement for nonpayment of rent under ORS 90.394 but is grounds for termination of a rental agreement for cause under ORS 90.392.

(f) If a landlord fails to comply with paragraph (a), (b), (c) or (d) of this subsection, the tenant may recover from the landlord an amount equal to one month's periodic rent or twice the amount wrongfully charged to the tenant, whichever is greater.

(5)(a) If a tenant, under the rental agreement, is responsible for a utility or service and is unable to obtain the service prior to moving into the premises due to a nonpayment of an outstanding amount due by a previous tenant or the owner, the tenant may either:

(A) Pay the outstanding amount and deduct the amount from the rent;

(B) Enter into a mutual agreement with the landlord to resolve the lack of service; or

(C) Immediately terminate the rental agreement by giving the landlord actual notice and the reason for the termination.

(b) If the tenancy terminates, the landlord shall return all moneys paid by the tenant as deposits, rent or fees within four days after termination.

(6) If a tenant, under the rental agreement, is responsible for a utility or service and is unable to obtain the service after moving into the premises due to a nonpayment of an outstanding amount due by a previous tenant or the owner, the tenant may either:

(a) Pay the outstanding amount and deduct the amount from the rent; or

(b) Terminate the rental agreement by giving the landlord actual notice 72 hours prior to the date of termination and the reason for the termination. The tenancy does not terminate if the landlord restores service or the availability of service during the 72 hours. If the tenancy terminates, the tenant may recover actual damages from the landlord resulting from the shutoff and the landlord shall return:

(A) Within four days after termination, all rent and fees; and

(B) All of the security deposit owed to the tenant under ORS 90.300.

(7) If a landlord, under the rental agreement, is responsible for a utility or service and the utility or service is shut off due to a nonpayment of an outstanding amount, the tenant may either:

(a) Pay the outstanding balance and deduct the amount from the rent; or

(b) Terminate the rental agreement by giving the landlord actual notice 72 hours prior to the date of termination and the reason for the termination. The tenancy does not terminate if the landlord restores service during the 72 hours. If the tenancy terminates, the tenant may recover actual damages from the landlord resulting from the shutoff and the landlord shall return:

(A) Within four days after termination, all rent prepaid for the month in which the termination occurs prorated from the date of termination or the date the tenant vacates the premises, whichever is later, and any other prepaid rent; and

(B) All of the security deposit owed to the tenant under ORS 90.300.

(8) If a landlord fails to return to the tenant the moneys owed as provided in subsection (5), (6) or (7) of this section, the tenant shall be entitled to twice the amount wrongfully withheld.

(9) This section does not preclude the tenant from pursuing any other remedies under this chapter. [Formerly 91.767; 1993 c.786 §2; 1995 c.559 §14; 1997 c.577 §16; 1999 c.603 §18; 2005 c.391 §19; 2009 c.816 §4a; 2011 c.503 §7; 2015 c.388 §8]

90.316 Carbon monoxide alarm. (1) Unless a dwelling unit contains one or more properly functioning carbon monoxide alarms installed in compliance with State Fire Marshal rules and with any applicable requirements of the state building code when a tenant takes possession of the dwelling unit, a landlord may not enter into a rental agreement creating a new tenancy in the dwelling unit if the dwelling unit:

(a) Contains a carbon monoxide source; or

(b) Is located within a structure that contains a carbon monoxide source and the dwelling unit is connected to the room in which the carbon monoxide source is located by a door, ductwork or a ventilation shaft.

(2) The landlord shall provide a new tenant with alarm testing instructions as described in ORS 90.317.

(3) If a carbon monoxide alarm is battery-operated or has a battery-operated backup system, the landlord shall supply working batteries for the alarm at the beginning of a new tenancy. [2009 c.591 §10; 2011 c.42 §5]

Note: See 105.844.

90.317 Repair or replacement of carbon monoxide alarm. (1) A landlord shall ensure that a dwelling unit has one or more carbon monoxide alarms installed in compliance with State Fire Marshal rules and the state building code if the dwelling unit:

(a) Contains a carbon monoxide source; or

(b) Is located within a structure that contains a carbon monoxide source and the dwelling unit is connected to the room in which the carbon monoxide source is located by a door, ductwork or a ventilation shaft.

(2) The landlord shall provide the tenant of the dwelling unit with a written notice containing instructions for testing of the alarms. The landlord shall provide the written notice to the tenant no later than at the time that the tenant first takes possession of the premises.

(3) If the landlord receives written notice from the tenant of a deficiency in a carbon monoxide alarm, other than dead batteries, the landlord shall repair or replace the alarm.

(4) Supplying and maintaining a carbon monoxide alarm required under this section is a habitable condition requirement under ORS 90.320. [2009 c.591 §5; 2011 c.42 §7]

Note: 90.317 was added to and made a part of ORS chapter 90 by legislative action but was not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

Note: See 105.844.

90.318 Criteria for landlord provision of certain recycling services. (1) In a city or the county within the urban growth boundary of a city that has implemented multifamily recycling service, a landlord who has five or more residential dwelling units on a single premises or five or more manufactured dwellings in a single facility shall at all times during tenancy provide to all tenants:

(a) A separate location for containers or depots for materials designated for recycling collection on the uniform statewide collection list established under ORS 459A.914, adequate to hold the reasonably anticipated volume of each material;

(b) Regular collection service of the source separated recyclable materials; and

(c) Notice at least once a year of the opportunity to recycle with a description of the location of the containers or depots on the premises and information about how to recycle. New tenants shall be notified of the opportunity to recycle at the time of entering into a rental agreement.

(2) As used in this section, "recyclable material" and "source separate" have the meaning given those terms in ORS 459.005. [1991 c.385 §16; 2021 c.681 §57]

90.320 Landlord to maintain premises in habitable condition; agreement with tenant to maintain premises. (1) A landlord shall at all times during the tenancy maintain the dwelling unit in a habitable condition. For purposes of this section, a dwelling unit shall be considered unhabitable if it substantially lacks:

(a) Effective waterproofing and weather protection of roof and exterior walls, including windows and doors;

(b) Plumbing facilities that conform to applicable law in effect at the time of installation, and maintained in good working order;

(c) A water supply approved under applicable law that is:

(A) Under the control of the tenant or landlord and is capable of producing hot and cold running water;

(B) Furnished to appropriate fixtures;

(C) Connected to a sewage disposal system approved under applicable law; and

(D) Maintained so as to provide safe drinking water and to be in good working order to the extent that the system can be controlled by the landlord;

(d) Adequate heating facilities that conform to applicable law at the time of installation and maintained in good working order;

(e) Electrical lighting with wiring and electrical equipment that conform to applicable law at the time of installation and maintained in good working order;

(f) Buildings, grounds and appurtenances at the time of the commencement of the rental agreement in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control of the landlord kept in every part safe for normal and reasonably foreseeable

uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;

(g) Except as otherwise provided by local ordinance or by written agreement between the landlord and the tenant, an adequate number of appropriate receptacles for garbage and rubbish in clean condition and good repair at the time of the commencement of the rental agreement, and the landlord shall provide and maintain appropriate serviceable receptacles thereafter and arrange for their removal;

(h) Floors, walls, ceilings, stairways and railings maintained in good repair;

(i) Ventilating, air conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by the landlord;

(j) Safety from fire hazards, including a working smoke alarm or smoke detector, with working batteries if solely battery-operated, provided only at the beginning of any new tenancy when the tenant first takes possession of the premises, as provided in ORS 479.270, but not to include the tenant's testing of the smoke alarm or smoke detector as provided in ORS 90.325 (1);

(k) A carbon monoxide alarm, and the dwelling unit:

(A) Contains a carbon monoxide source; or

(B) Is located within a structure that contains a carbon monoxide source and the dwelling unit is connected to the room in which the carbon monoxide source is located by a door, ductwork or a ventilation shaft; or

(L) Working locks for all dwelling entrance doors, and, unless contrary to applicable law, latches for all windows, by which access may be had to that portion of the premises that the tenant is entitled under the rental agreement to occupy to the exclusion of others and keys for those locks that require keys.

(2) The landlord and tenant may agree in writing that the tenant is to perform specified repairs, maintenance tasks and minor remodeling only if:

(a) The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord;

(b) The agreement does not diminish the obligations of the landlord to other tenants in the premises; and

(c) The terms and conditions of the agreement are clearly and fairly disclosed and adequate consideration for the agreement is specifically stated.

(3) Any provisions of this section that reasonably apply only to a structure that is used as a home, residence or sleeping place shall not apply to a manufactured dwelling, recreational vehicle or floating home where the tenant owns the manufactured dwelling, recreational vehicle or floating home, rents the space and, in the case of a dwelling or home, the space is not in a facility. Manufactured dwelling or floating home tenancies in which the tenant owns the dwelling or home and rents space in a facility shall be governed by ORS 90.730, not by this section. [Formerly 91.770; 1993 c.369 §6; 1995 c.559 §15; 1997 c.249 §32; 1997 c.577 §17; 1999 c.307 §20; 1999 c.676 §11; 2009 c.591 §12; 2013 c.294 §9]

90.322 Landlord or agent access to premises; remedies. (1) A landlord or, to the extent provided in this section, a landlord's agent may enter into the tenant's dwelling unit or any portion of the premises under the tenant's exclusive control in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, perform agreed yard maintenance or grounds keeping or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors. The right of access of the landlord or landlord's agent is limited as follows:

(a) A landlord or landlord's agent may enter upon the premises under the tenant's exclusive control not including the dwelling unit without consent of the tenant and without notice to the tenant, for the purpose of serving notices required or permitted under this chapter, the rental agreement or any provision of applicable law.

(b) In case of an emergency, a landlord may enter the dwelling unit or any portion of the premises under a tenant's exclusive control without consent of the tenant, without notice to the tenant and at any time. "Emergency" includes but is not limited to a repair problem that, unless remedied immediately, is likely to cause serious damage to the premises. If a landlord makes an emergency entry in the tenant's absence, the landlord shall give the tenant actual notice within 24 hours after the entry, and the notice shall include the fact of the entry, the date and time of the entry, the nature of the emergency and the names of the persons who entered.

(c) If the tenant requests repairs or maintenance in writing, the landlord or landlord's agent, without further notice, may enter upon demand, in the tenant's absence or without the tenant's consent, for the purpose of making the requested repairs until the repairs are completed. The tenant's written request may specify allowable times. Otherwise, the entry must be at a reasonable time. The authorization to enter provided by the tenant's written request expires after seven days, unless the repairs are in progress and the landlord or landlord's agent is making a reasonable effort to complete the repairs in a timely manner. If the person entering to do the repairs is not the landlord, upon request of the tenant, the person must show the tenant written evidence from the landlord authorizing that person to act for the landlord in making the repairs.

(d) A landlord and tenant may agree that the landlord or the landlord's agent may enter the dwelling unit and the premises without notice at reasonable times for the purpose of showing the premises to a prospective buyer, provided that the agreement:

(A) Is executed at a time when the landlord is actively engaged in attempts to sell the premises;

(B) Is reflected in a writing separate from the rental agreement and signed by both parties; and

(C) Is supported by separate consideration recited in the agreement.

(e)(A) If a written agreement requires the landlord to perform yard maintenance or grounds keeping for the premises:

(i) A landlord and tenant may agree that the landlord or landlord's agent may enter for that purpose upon the premises under the tenant's exclusive control not including the dwelling unit, without notice to the tenant, at reasonable times and with reasonable frequency. The terms of the right of entry must be described in the rental agreement or in a separate written agreement.

(ii) A tenant may deny consent for a landlord or landlord's agent to enter upon the premises pursuant to this paragraph if the entry is at an unreasonable time or with unreasonable frequency. The tenant must assert the denial by giving actual notice of the denial to the landlord or landlord's agent prior to, or at the time of, the attempted entry.

(B) As used in this paragraph:

(i) "Yard maintenance or grounds keeping" includes, but is not limited to, weeding, mowing grass and pruning trees and shrubs.

(ii) "Unreasonable time" refers to a time of day, day of the week or particular time that conflicts with the tenant's reasonable and specific plans to use the premises.

(f) In all other cases, unless there is an agreement between the landlord and the tenant to the contrary regarding a specific entry, the landlord shall give the tenant at least 24 hours' actual notice of the intent of the landlord to enter and the landlord or landlord's agent may enter only at reasonable times. The landlord or landlord's agent may not enter if the tenant,

after receiving the landlord's notice, denies consent to enter. The tenant must assert this denial of consent by giving actual notice of the denial to the landlord or the landlord's agent or by attaching a written notice of the denial in a secure manner to the main entrance to that portion of the premises or dwelling unit of which the tenant has exclusive control, prior to or at the time of the attempt by the landlord or landlord's agent to enter.

(2) A landlord may not abuse the right of access or use it to harass the tenant. A tenant may not unreasonably withhold consent from the landlord to enter.

(3) This section does not apply to tenancies consisting of a rental of space in a facility for a manufactured dwelling or floating home under ORS 90.505 to 90.850.

(4) If a tenancy consists of rented space for a manufactured dwelling or floating home that is owned by the tenant, but the tenancy is not subject to ORS 90.505 to 90.850 because the space is not in a facility, this section shall allow access only to the rented space and not to the dwelling or home.

(5) A landlord has no other right of access except:

(a) Pursuant to court order;

(b) As permitted by ORS 90.410 (2); or

(c) When the tenant has abandoned or relinquished the premises.

(6) If a landlord is required by a governmental agency to enter a dwelling unit or any portion of the premises under a tenant's exclusive control, but the landlord fails to gain entry after a good faith effort in compliance with this section, the landlord may not be found in violation of any state statute or local ordinance due to the failure.

(7) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or may terminate the rental agreement under ORS 90.392 and take possession as provided in ORS 105.105 to 105.168. In addition, the landlord may recover actual damages.

(8) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but that have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the reoccurrence of the conduct or may terminate the rental agreement pursuant to ORS 90.360 (1). In addition, the tenant may recover actual damages not less than an amount equal to one week's rent in the case of a week-to-week tenancy or one month's rent in all other cases. [Formerly 90.335; 1997 c.577 §18; 1999 c.603 §19; 1999 c.676 §12; 2005 c.391 §20]

90.323 Maximum rent increase; exceptions; notice. (1) If a tenancy is a week-to-week tenancy, the landlord may not increase the rent without giving the tenant written notice at least seven days prior to the effective date of the rent increase.

(2) For purposes of this section, the term "consumer price index" refers to the annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor in September of the prior calendar year.

(3) During any tenancy other than week-to-week, the landlord may not increase the rent:

(a) During the first year after the tenancy begins.

(b) At any time after the first year of the tenancy without giving the tenant written notice at least 90 days prior to the effective date of the rent increase.

(c) During any 12-month period, in an amount greater than seven percent plus the consumer price index above the existing rent except as permitted under subsection (7) of this section.

(4) The notices required under this section must specify:

(a) The amount of the rent increase;

(b) The amount of the new rent;

(c) Facts supporting the exemption authorized by subsection (7) of this section, if the increase is above the amount allowed in subsection (3)(c) of this section; and

(d) The date on which the increase becomes effective.

(5) This section does not apply to tenancies governed by ORS 90.505 to 90.850.

(6) A landlord terminating a tenancy with a 30-day notice without cause as authorized by ORS 90.427 (3) or (4) during the first year of a tenancy may not reset rent for the next tenancy in an amount greater than seven percent plus the consumer price index above the previous rent.

(7) A landlord is not subject to subsection (3)(c) or (6) of this section if:

(a) The first certificate of occupancy for the dwelling unit was issued less than 15 years from the date of the notice of the rent increase; or

(b) The dwelling unit is regulated or certified as affordable housing by a federal, state or local government and the change in rent:

(A) Does not increase the tenant's portion of the rent; or

(B) Is required by program eligibility requirements or by a change in the tenant's income.

(8) A landlord that increases rent in violation of subsection (3)(c) or (6) of this section is liable to the tenant in an amount equal to three months' rent plus actual damages suffered by the tenant. [2016 c.53 §2; 2019 c.1 §2; 2021 c.252 §1]

Note: 90.323 was added to and made a part of ORS chapter 90 by legislative action but was not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

90.324 Calculation of maximum rent increase; publication. (1) No later than September 30th of each year, the Oregon Department of Administrative Services shall calculate the maximum annual rent increase percentage allowed by ORS 90.323 (3) or 90.600 (2) for the following calendar year as seven percent plus the September annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as most recently published by the Bureau of Labor Statistics of the United States Department of Labor.

(2) No later than September 30th of each year, the Oregon Department of Administration Services shall publish the maximum annual rent increase percentage calculated pursuant to subsection (1) of this section, along with the provisions of ORS 90.323 and 90.600, in a press release.

(3) The department shall maintain publicly available information on its website about the maximum annual rent increase percentage for the previous calendar year and for the current calendar year and, on or after September 30th of each year, for the following calendar year. [2019 c.1 §5]

Note: 90.324 was added to and made a part of ORS chapter 90 by legislative action but was not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

TENANT OBLIGATIONS

90.325 Tenant duties. (1) The tenant shall:

(a) Use the parts of the premises including the living room, bedroom, kitchen, bathroom and dining room in a reasonable manner considering the purposes for which they were

designed and intended.

(b) Keep all areas of the premises under control of the tenant in every part as clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condition of the premises permits and to the extent that the tenant is responsible for causing the problem. The tenant shall cooperate to a reasonable extent in assisting the landlord in any reasonable effort to remedy the problem.

(c) Dispose from the dwelling unit all ashes, garbage, rubbish and other waste in a clean, safe and legal manner. With regard to needles, syringes and other infectious waste, as defined in ORS 459.386, the tenant may not dispose of these items by placing them in garbage receptacles or in any other place or manner except as authorized by state and local governmental agencies.

(d) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits.

(e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the premises.

(f) Test at least once every six months and replace batteries as needed in any smoke alarm, smoke detector or carbon monoxide alarm provided by the landlord and notify the landlord in writing of any operating deficiencies.

(g) Behave and require other persons on the premises with the consent of the tenant to behave in a manner that will not disturb the peaceful enjoyment of the premises by neighbors.

(2) A tenant may not:

(a) Remove or tamper with a smoke alarm, smoke detector or carbon monoxide alarm as described in ORS 105.842 or 479.300.

(b) Deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so.

(c) Remove, obstruct or tamper with a sprinkler head used for fire suppression.

(3) A tenant is not responsible for damage that results from:

(a) Acts of God; or

(b) Conduct by a perpetrator relating to domestic violence, sexual assault or stalking.

(4) For damage that results from conduct by a perpetrator relating to domestic violence, sexual assault or stalking, a landlord may require a tenant to provide verification that the tenant or a member of the tenant's household is a victim of domestic violence, sexual assault or stalking as provided by ORS 90.453. [Formerly 91.775; 1993 c.369 §7; 1995 c.559 §16; 1999 c.307 §21; 1999 c.603 §20; 2009 c.591 §13; 2015 c.388 §7]

90.330 [Formerly 91.780; 1991 c.852 §1; 1995 c.559 §17; renumbered 90.262 in 1995]

90.335 [Formerly 91.785; 1995 c.559 §18; renumbered 90.322 in 1995]

90.340 Occupancy of premises as dwelling unit only; notice of tenant absence. Unless otherwise agreed, the tenant shall occupy the dwelling unit only as a dwelling unit. The rental agreement may require that the tenant give actual notice to the landlord of any anticipated extended absence from the premises in excess of seven days no later than the first day of the extended absence. [Formerly 91.790; 1995 c.559 §19]

TENANT RIGHTS AND REMEDIES

90.360 Effect of landlord noncompliance with rental agreement or obligation to maintain premises; generally. (1)(a) Except as provided in this chapter, if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with ORS 90.320 or 90.730, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 30 days after delivery of the notice if the breach is not remedied in seven days in the case of an essential service or 30 days in all other cases, and the rental agreement shall terminate as provided in the notice subject to paragraphs (b) and (c) of this subsection. However, in the case of a week-to-week tenancy, the rental agreement will terminate upon a date not less than seven days after delivery of the notice if the breach is not remedied.

(b) If the breach is remediable by repairs, the payment of damages or otherwise and if the landlord adequately remedies the breach before the date specified in the notice, the rental agreement shall not terminate by reason of the breach.

(c) If substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within six months, the tenant may terminate the rental agreement upon at least 14 days' written notice specifying the breach and the date of termination of the rental agreement. However, in the case of a week-to-week tenancy, the tenant may terminate the rental agreement upon at least seven days' written notice specifying the breach and date of termination of the rental agreement.

(2) Except as provided in this chapter, the tenant may recover damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or ORS 90.320 or 90.730. The tenant shall not be entitled to recover damages for a landlord noncompliance with ORS 90.320 or 90.730 if the landlord neither knew nor reasonably should have known of the condition that constituted the noncompliance and:

(a) The tenant knew or reasonably should have known of the condition and failed to give actual notice to the landlord in a reasonable time prior to the occurrence of the personal injury, damage to personal property, diminution in rental value or other tenant loss resulting from the noncompliance; or

(b) The condition was caused after the tenancy began by the deliberate or negligent act or omission of someone other than the landlord or a person acting on behalf of the landlord.

(3) The remedy provided in subsection (2) of this section is in addition to any right of the tenant arising under subsection (1) of this section.

(4) The tenant may not terminate or recover damages under this section for a condition caused by the deliberate or negligent act or omission of the tenant or other person on the premises with the tenant's permission or consent.

(5) If the rental agreement is terminated, the landlord shall return all security deposits and prepaid rent recoverable by the tenant under ORS 90.300. [Formerly 91.800; 1993 c.369 §8; 1995 c.559 §20; 1997 c.577 §19; 1999 c.603 §21; 1999 c.676 §13]

90.365 Failure of landlord to supply essential services; remedies. (1) If contrary to the rental agreement or ORS 90.320 or 90.730 the landlord intentionally or negligently fails to supply any essential service, the tenant may give written notice to the landlord specifying the breach and that the tenant may seek substitute services, diminution in rent damages or substitute housing. After allowing the landlord a reasonable time and reasonable access under the circumstances to supply the essential service, the tenant may:

(a) Procure reasonable amounts of the essential service during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent;

(b) Recover damages based upon the diminution in the fair rental value of the dwelling unit; or

(c) If the failure to supply an essential service makes the dwelling unit unsafe or unfit to occupy, procure substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. In addition, the tenant may recover as damages from the landlord the actual and reasonable cost or fair and reasonable value of comparable substitute housing in excess of the rent for the dwelling unit. For purposes of this paragraph, substitute housing is comparable if it is of a quality that is similar to or less than the quality of the dwelling unit with regard to basic elements including cooking and refrigeration services and, if warranted, upon consideration of factors such as location in the same area as the dwelling unit, the availability of substitute housing in the area and the expense relative to the range of choices for substitute housing in the area. A tenant may choose substitute housing of relatively greater quality, but the tenant's damages shall be limited to the cost or value of comparable substitute housing.

(2) If contrary to the rental agreement or ORS 90.320 or 90.730 the landlord fails to supply any essential service, the lack of which poses an imminent and serious threat to the tenant's health, safety or property, the tenant may give written notice to the landlord specifying the breach and that the rental agreement shall terminate in not less than 48 hours unless the breach is remedied within that period. If the landlord adequately remedies the breach before the end of the notice period, the rental agreement shall not terminate by reason of the breach. As used in this subsection, "imminent and serious threat to the tenant's health, safety or property" shall not include the presence of radon, asbestos or lead-based paint or the future risk of flooding or seismic hazard, as defined by ORS 455.447.

(3) For purposes of subsection (1) of this section, a landlord shall not be considered to be intentionally or negligently failing to supply an essential service if:

(a) The landlord substantially supplies the essential service; or

(b) The landlord is making a reasonable and good faith effort to supply the essential service and the failure is due to conditions beyond the landlord's control.

(4) This section does not require a landlord to supply a cooking appliance or a refrigerator if the landlord did not supply or agree to supply a cooking appliance or refrigerator to the tenant.

(5) If the tenant proceeds under this section, the tenant may not proceed under ORS 90.360 (1) as to that breach.

(6) Rights of the tenant under this section do not arise if the condition was caused by the deliberate or negligent act or omission of the tenant or a person on the premises with the tenant's consent.

(7) Service or delivery of actual or written notice shall be as provided by ORS 90.150 and 90.155, including the addition of three days to the notice period if written notice is delivered by first class mail.

(8) Any provisions of this section that reasonably apply only to a structure that is used as a home, residence or sleeping place does not apply to a manufactured dwelling, recreational vehicle or floating home if the tenant owns the manufactured dwelling, recreational vehicle or floating home and rents the space. [Formerly 91.805; 1995 c.559 §21; 1997 c.577 §20; 1999 c.603 §22; 1999 c.676 §14; 2007 c.508 §8]

90.367 Application of security deposit or prepaid rent after notice of foreclosure; termination of fixed term tenancy after notice. (1) A tenant who receives actual notice that the property that is the subject of the tenant's rental agreement with a landlord is in foreclosure

may apply the tenant's security deposit or prepaid rent to the tenant's obligation to the landlord. The tenant must notify the landlord in writing that the tenant intends to do so. The giving of the notice provided by this subsection by the tenant does not constitute a termination of the tenancy.

(2) A landlord may not terminate the tenancy of a tenant:

(a) Because the tenant has applied the security deposit or prepaid rent as allowed under subsection (1) of this section.

(b) For nonpayment of rent during the month in which the tenant applies the security deposit or prepaid rent pursuant to subsection (1) of this section unless an unpaid balance remains due after applying all payments, including the security deposit or prepaid rent, to the rent.

(3) If the tenant has not provided the written notice applying the security deposit or prepaid rent as required under subsection (1) of this section before the landlord gives a termination notice for nonpayment of rent, the tenant must provide the written notice within the notice period provided by ORS 90.392 or 90.394. If the tenant does not provide the written notice, the landlord may terminate the tenancy based upon ORS 90.392 or 90.394.

(4) Application of the security deposit or prepaid rent pursuant to subsection (1) of this section to an obligation owed to the landlord does not constitute a partial payment under ORS 90.417.

(5) If the landlord provides written evidence from a lender or trustee that the property is no longer in foreclosure, the landlord may require the tenant to restore the security deposit or prepaid rent to the amount required prior to the tenant's application of the security deposit or prepaid rent. The landlord shall allow the tenant at least two months to restore the security deposit or prepaid rent.

(6)(a) A tenant with a fixed term tenancy who receives actual notice that the property that is the subject of the tenant's rental agreement with a landlord is in foreclosure may terminate the tenancy by delivering a written notice to the landlord specifying that the tenant has received notice that the property is in foreclosure and that the tenancy will terminate upon a designated date that is not less than 60 days after delivery of the notice unless within 30 days the landlord provides the tenant with written evidence from a lender or trustee that the property is no longer in foreclosure or with written evidence that a receiver has been appointed by a court of competent jurisdiction to oversee the operation of the property.

(b) If the landlord does not provide the tenant with written evidence as described in paragraph (a) of this subsection within the 30-day period after delivery of the notice of termination, the tenancy terminates as provided in the notice. [2009 c.510 §4; 2011 c.42 §7a; 2013 c.294 §10]

90.368 Repair of minor habitability defect. (1) As used in this section, "minor habitability defect":

(a) Means a defect that may reasonably be repaired for not more than $300, such as the repair of leaky plumbing, stopped up toilets or faulty light switches.

(b) Does not mean the presence of mold, radon, asbestos or lead-based paint.

(2) If, contrary to ORS 90.320, the landlord fails to repair a minor habitability defect, the tenant may cause the repair of the defect and deduct from the tenant's subsequent rent obligation the actual and reasonable cost of the repair work, not to exceed $300.

(3)(a) Prior to causing a repair under subsection (2) of this section, the tenant shall give the landlord written notice:

(A) Describing the minor habitability defect; and

(B) Stating the tenant's intention to cause the repair of the defect and deduct the cost of the repair from a subsequent rent obligation if the landlord fails to make the repair by a specified date.

(b) The specified date for repair contained in a written notice given to a landlord under this subsection must be at least seven days after the date the notice is given to the landlord.

(c) If the landlord fails to make the repair by the specified date, the tenant may use the remedy provided by subsection (2) of this section.

(d) Service or delivery of the required written notice shall be made as provided under ORS 90.155.

(4)(a) Any repair work performed under this section must be performed in a workmanlike manner and be in compliance with state statutes, local ordinances and the state building code.

(b) The landlord may specify the people to perform the repair work if the landlord's specifications are reasonable and do not diminish the tenant's rights under this section.

(c) The tenant may not perform work to repair the defect.

(d) To deduct the repair cost from the rent, the tenant must provide to the landlord a written statement, prepared by the person who made the repair, showing the actual cost of the repair.

(5) A tenant may not cause the repair of a defect under this section if:

(a) Within the time specified in the notice, the landlord substantially repairs the defect;

(b) After the time specified in the notice, but before the tenant causes the repair to be made, the landlord substantially repairs the defect;

(c) The tenant has prevented the landlord from making the repair;

(d) The defect was caused by a deliberate or negligent act or omission of the tenant or of a person on the premises with the tenant's consent;

(e) The tenant knew of the defect for more than six months before giving notice under this section; or

(f) The tenant has previously used the remedy provided by this section for the same occurrence of the defect.

(6) If the tenant proceeds under this section, the tenant may not proceed under ORS 90.360 (1) as to that breach, but may use any other available remedy in addition to the remedy provided by this section. [2007 c.508 §2]

90.370 Tenant counterclaims in action by landlord for possession or rent. (1)(a) In an action for possession based upon nonpayment of the rent or in an action for rent when the tenant is in possession, the tenant may counterclaim for any amount, not in excess of the jurisdictional limits of the court in which the action is brought, that the tenant may recover under the rental agreement or this chapter, provided that the tenant must prove that prior to the filing of the landlord's action the landlord reasonably had or should have had knowledge or had received actual notice of the facts that constitute the tenant's counterclaim.

(b) In the event the tenant counterclaims, the court at the landlord's or tenant's request may order the tenant to pay into court all or part of the rent accrued and thereafter accruing, and shall determine the amount due to each party. The party to whom a net amount is owed shall be paid first from the money paid into court, and shall be paid the balance by the other party. The court may at any time release money paid into court to either party if the parties agree or if the court finds such party to be entitled to the sum so released. If no rent remains due after application of this section and unless otherwise agreed between the parties, a judgment shall be entered for the tenant in the action for possession.

(2) In an action for rent when the tenant is not in possession, the tenant may counterclaim as provided in subsection (1) of this section but is not required to pay any rent into court.

(3) If the tenant does not comply with an order to pay rent into the court as provided in subsection (1) of this section, the tenant shall not be permitted to assert a counterclaim in the action for possession.

(4) If the total amount found due to the tenant on any counterclaims is less than any rent found due to the landlord, and the tenant retains possession solely because the tenant paid rent into court under subsection (1) of this section, no attorney fees shall be awarded to the tenant unless the tenant paid at least the balance found due to the landlord into court no later than the commencement of the trial.

(5) When a tenant is granted a continuance for a longer period than two days, and has not been ordered to pay rent into court under subsection (1) of this section, the tenant shall be ordered to pay rent into court under ORS 105.140 (2). [Formerly 91.810; 1993 c.369 §9; 1995 c.559 §22]

90.375 Effect of unlawful ouster or exclusion; willful diminution of services. If a landlord unlawfully removes or excludes the tenant from the premises, seriously attempts or seriously threatens unlawfully to remove or exclude the tenant from the premises or willfully diminishes or seriously attempts or seriously threatens unlawfully to diminish services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electric or other essential service, the tenant may obtain injunctive relief to recover possession or may terminate the rental agreement and recover an amount up to two months' periodic rent or twice the actual damages sustained by the tenant, whichever is greater. If the rental agreement is terminated the landlord shall return all security deposits and prepaid rent recoverable under ORS 90.300. The tenant need not terminate the rental agreement, obtain injunctive relief or recover possession to recover damages under this section. [Formerly 91.815; 1993 c.369 §10; 1995 c.559 §23; 1997 c.577 §21]

90.380 Effect of rental of dwelling in violation of building or housing codes; remedy. (1) As used in this section, "posted" means that a governmental agency has attached a copy of the agency's written determination in a secure manner to the main entrance of the dwelling unit or to the premises or building of which the dwelling unit is a part.

(2)(a) If a governmental agency has posted a dwelling unit as unsafe and unlawful to occupy due to the existence of conditions that violate state or local law and materially affect health or safety to an extent that, in the agency's determination, the tenant must vacate the unit and another person may not take possession of the unit, a landlord may not continue a tenancy or enter into a new tenancy for the dwelling unit until the landlord corrects the conditions that led to the agency's determination.

(b) If a landlord knowingly violates paragraph (a) of this subsection, the tenant may immediately terminate the tenancy by giving the landlord actual notice of the termination and the reason for the termination and may recover from the landlord either two months' periodic rent or up to twice the actual damages sustained by the tenant as a result of the violation, whichever is greater. The tenant need not terminate the tenancy to recover damages under this section.

(3)(a) If a governmental agency has given a written notice to a landlord that a dwelling unit has been determined to be unlawful, but not unsafe, to occupy due to the existence of conditions that violate state or local law and materially affect health or safety to an extent that, in the agency's determination, although the unit is safe for an existing tenant to occupy,

another person may not take possession of the unit, the landlord may not enter into a new tenancy for the dwelling unit until the landlord corrects the conditions that led to the agency's determination.

(b) If a landlord knowingly violates paragraph (a) of this subsection, the tenant may recover from the landlord either two months' periodic rent or up to twice the actual damages sustained by the tenant as a result of the violation, whichever is greater.

(c) Notwithstanding paragraph (b) of this subsection, a landlord is not liable to a tenant for a violation of paragraph (a) of this subsection if, prior to the commencement of the tenancy, the landlord discloses to the tenant that the dwelling unit has been determined to be unlawful to occupy.

(d) A disclosure described in paragraph (c) of this subsection must be in writing, include a description of the conditions that led to the agency's determination and state that the landlord is obligated to correct the conditions before entering into a new tenancy. The landlord shall attach a copy of the agency's notice to the disclosure. The notice copy may provide the information required by this paragraph to be disclosed by the landlord to the tenant.

(e) A disclosure described in paragraph (c) of this subsection does not release the landlord from the duties imposed by this chapter, including the duty to maintain the dwelling unit in a habitable condition pursuant to ORS 90.320 or 90.730. A tenant who enters into a tenancy after the landlord's disclosure does not waive the tenant's other remedies under this chapter. The disclosure does not prevent the governmental agency that made the determination from imposing on the landlord any penalty authorized by law for entering into the new tenancy.

(4)(a) If a governmental agency has made a determination regarding a dwelling unit and has posted or given notice for conditions described in subsection (2)(a) or (3)(a) of this section, a landlord may not accept from an applicant for that dwelling unit a deposit to secure the execution of a rental agreement pursuant to ORS 90.297 unless, before accepting the deposit, the landlord discloses to the applicant as provided by subsection (3)(c) of this section that the dwelling unit has been determined to be unlawful to occupy.

(b) If a landlord knowingly violates paragraph (a) of this subsection or fails to correct the conditions leading to the agency's determination before the date a new tenancy is to begin as provided by the agreement to secure the execution of a rental agreement, an applicant may terminate the agreement to secure the execution of the rental agreement by giving the landlord actual notice of the termination and the reason for termination. As a result of a termination, the applicant may recover from the landlord an amount equal to twice the deposit. If an applicant recovers damages for a violation pursuant to this paragraph, the applicant may not recover any amounts under ORS 90.297.

(5) If, after a landlord and a tenant have entered into a tenancy, a governmental agency posts a dwelling unit as unsafe and unlawful to occupy due to the existence of conditions that violate state or local law, that materially affect health or safety and that:

(a) Were not caused by the tenant, the tenant may immediately terminate the tenancy by giving the landlord actual notice of the termination and the reason for the termination; or

(b) Were not caused by the landlord or by the landlord's failure to maintain the dwelling, the landlord may terminate the tenancy by giving the tenant 24 hours' written notice of the termination and the reason for the termination, after which the landlord may take possession in the manner provided in ORS 105.105 to 105.168.

(6) If the tenancy is terminated, as a result of conditions as described in subsections (2), (4) and (5) of this section, within 14 days of the notice of termination the landlord shall return to the applicant or tenant:

(a) All of the deposit to secure the execution of a rental agreement, security deposit or prepaid rent owed to the applicant under this section or to the tenant under ORS 90.300; and

(b) All rent prepaid for the month in which the termination occurs, prorated, if applicable, to the date of termination or the date the tenant vacates the premises, whichever is later.

(7) If conditions at premises that existed at the outset of the tenancy and that were not caused by the tenant pose an imminent and serious threat to the health or safety of occupants of the premises within six months from the beginning of the tenancy, the tenant may immediately terminate the rental agreement by giving the landlord actual notice of the termination and the reason for the termination. In addition, if the landlord knew or should have reasonably known of the existence of the conditions, the tenant may recover either two months' periodic rent or twice the actual damages sustained by the tenant as a result of the violation, whichever is greater. The tenant need not terminate the rental agreement to recover damages under this section. Within four days of the tenant's notice of termination, the landlord shall return to the tenant:

(a) All of the security deposit or prepaid rent owed to the tenant under ORS 90.300; and

(b) All rent prepaid for the month in which the termination occurs, prorated to the date of termination or the date the tenant vacates the premises, whichever is later.

(8)(a) A landlord shall return the money due the applicant or tenant under subsections (6) and (7) of this section either by making the money available to the applicant or tenant at the landlord's customary place of business or by mailing the money by first class mail to the applicant or tenant.

(b) The applicant or tenant has the option of choosing the method for return of any money due under this section. If the applicant or tenant fails to choose one of these methods at the time of giving the notice of termination, the landlord shall use the mail method, addressed to the last-known address of the applicant or tenant and mailed within the relevant four-day or 14-day period following the applicant's or tenant's notice.

(9) If the landlord fails to comply with subsection (8) of this section, the applicant or tenant may recover the money due in an amount equal to twice the amount due. [Formerly 91.817; 1993 c.369 §11; 1995 c.559 §24; 2001 c.596 §32]

90.385 Retaliatory conduct by landlord; tenant remedies and defenses; action for possession in certain cases. (1) Except as provided in this section, a landlord may not retaliate by increasing rent or decreasing services, by serving a notice to terminate the tenancy or by bringing or threatening to bring an action for possession after:

(a) The tenant has complained to, or expressed to the landlord in writing an intention to complain to, a governmental agency charged with responsibility for enforcement of any of the following concerning a violation applicable to the tenancy:

(A) A building, health or housing code materially affecting health or safety;

(B) Laws or regulations concerning the delivery of mail; or

(C) Laws or regulations prohibiting discrimination in rental housing;

(b) The tenant has made any complaint to the landlord that is in good faith and related to the tenancy;

(c) The tenant has organized or become a member of a tenants' union or similar organization;

(d) The tenant has testified against the landlord in any judicial, administrative or legislative proceeding;

(e) The tenant successfully defended an action for possession brought by the landlord within the previous six months except if the tenant was successful in defending the action only

because:

(A) The termination notice by the landlord was not served or delivered in the manner required by ORS 90.155; or

(B) The period provided by the termination notice was less than that required by the statute upon which the notice relied to terminate the tenancy; or

(f) The tenant has performed or expressed intent to perform any other act for the purpose of asserting, protecting or invoking the protection of any right secured to tenants under any federal, state or local law.

(2) As used in subsection (1) of this section, "decreasing services" includes:

(a) Unreasonably restricting the availability of or placing unreasonable burdens on the use of common areas or facilities by tenant associations or tenants meeting to establish a tenant organization; and

(b) Intentionally and unreasonably interfering with and substantially impairing the enjoyment or use of the premises by the tenant.

(3) If the landlord acts in violation of subsection (1) of this section the tenant is entitled to the remedies provided in ORS 90.375 and has a defense in any retaliatory action against the tenant for possession.

(4) Notwithstanding subsections (1) and (3) of this section, a landlord may bring an action for possession if:

(a) The complaint by the tenant was made to the landlord or an agent of the landlord in an unreasonable manner or at an unreasonable time or was repeated in a manner having the effect of unreasonably harassing the landlord. A determination whether the manner, time or effect of a complaint was unreasonable shall include consideration of all related circumstances preceding or contemporaneous to the complaint;

(b) The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant or other person in the household of the tenant or upon the premises with the consent of the tenant;

(c) The tenant was in default in rent at the time of the service of the notice upon which the action is based; or

(d) Compliance with the applicable building or housing code requires alteration, remodeling or demolition which would effectively deprive the tenant of use of the dwelling unit.

(5) For purposes of this section, a complaint made by another on behalf of a tenant is considered a complaint by the tenant.

(6) For the purposes of subsection (4)(c) of this section, a tenant who has paid rent into court pursuant to ORS 90.370 shall not be considered to be in default in rent.

(7) The maintenance of an action under subsection (4) of this section does not release the landlord from liability under ORS 90.360 (2). [Formerly 91.865; 1995 c.559 §25; 1997 c.303 §1; 1999 c.603 §23; 2011 c.42 §8; 2020 s.s.3 c.3 §§9,18]

Note: The amendments to 90.385 by section 18, chapter 3, Oregon Laws 2020 (third special session), become operative March 1, 2022. See section 22, chapter 3, Oregon Laws 2020 (third special session), as amended by section 4, chapter 39, Oregon Laws 2021. The text that is operative until March 1, 2022, including amendments by section 9, chapter 3, Oregon Laws 2020 (third special session), is set forth for the user's convenience.

90.385. (1) Except as provided in this section, a landlord may not retaliate by increasing rent or decreasing services, by serving a notice to terminate the tenancy or by bringing or threatening to bring an action for possession after:

(a) The tenant has complained to, or expressed to the landlord in writing an intention to complain to, a governmental agency charged with responsibility for enforcement of any of the following concerning a violation applicable to the tenancy:

(A) A building, health or housing code materially affecting health or safety;

(B) Laws or regulations concerning the delivery of mail; or

(C) Laws or regulations prohibiting discrimination in rental housing;

(b) The tenant has made any complaint to the landlord that is in good faith and related to the tenancy;

(c) The tenant has organized or become a member of a tenants' union or similar organization;

(d) The tenant has testified against the landlord in any judicial, administrative or legislative proceeding;

(e) The tenant successfully defended an action for possession brought by the landlord within the previous six months except if the tenant was successful in defending the action only because:

(A) The termination notice by the landlord was not served or delivered in the manner required by ORS 90.155; or

(B) The period provided by the termination notice was less than that required by the statute upon which the notice relied to terminate the tenancy; or

(f) The tenant has performed or expressed intent to perform any other act for the purpose of asserting, protecting or invoking the protection of any right secured to tenants under any federal, state or local law.

(2) As used in subsection (1) of this section, "decreasing services" includes:

(a) Unreasonably restricting the availability of or placing unreasonable burdens on the use of common areas or facilities by tenant associations or tenants meeting to establish a tenant organization; and

(b) Intentionally and unreasonably interfering with and substantially impairing the enjoyment or use of the premises by the tenant.

(3) If the landlord acts in violation of subsection (1) of this section the tenant is entitled to recover an amount equal to up to three months' periodic rent or three times the actual damages sustained by the tenant and has a defense in any retaliatory action against the tenant for possession.

(4) Notwithstanding subsections (1) and (3) of this section, a landlord may bring an action for possession if:

(a) The complaint by the tenant was made to the landlord or an agent of the landlord in an unreasonable manner or at an unreasonable time or was repeated in a manner having the effect of unreasonably harassing the landlord. A determination whether the manner, time or effect of a complaint was unreasonable shall include consideration of all related circumstances preceding or contemporaneous to the complaint;

(b) The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant or other person in the household of the tenant or upon the premises with the consent of the tenant;

(c) The tenant was in default in rent at the time of the service of the notice upon which the action is based; or

(d) Compliance with the applicable building or housing code requires alteration, remodeling or demolition which would effectively deprive the tenant of use of the dwelling unit.

(5) For purposes of this section, a complaint made by another on behalf of a tenant is considered a complaint by the tenant.

(6) For the purposes of subsection (4)(c) of this section, a tenant who has paid rent into court pursuant to ORS 90.370 shall not be considered to be in default in rent.

(7) The maintenance of an action under subsection (4) of this section does not release the landlord from liability under ORS 90.360 (2).

90.390 Discrimination against tenant or applicant; tenant defense. (1) A landlord may not discriminate against a tenant in violation of local, state or federal law, including ORS 659A.145 and 659A.421.

(2) If the tenant can prove that the landlord violated subsection (1) of this section, the tenant has a defense in any discriminatory action brought by the landlord against the tenant for possession, unless the tenant is in default in rent.

(3) A tenant may prove a landlord's discrimination in violation of ORS 659A.145 or 659A.421 by demonstrating that a facially neutral housing policy has a disparate adverse impact, as described in ORS 659A.425, on members of a protected class. [1993 c.369 §24; 1997 c.577 §22; 2003 c.378 §12; 2005 c.391 §32; 2007 c.903 §14; 2008 c.36 §3; 2013 c.294 §11; 2013 c.530 §5]

LANDLORD REMEDIES

90.391 Information to veterans required in notice. Except as provided in ORS 408.515 (3), a notice of termination of tenancy under any provision of this chapter must include the information required by ORS 408.515. [2019 c.405 §3]

Note: 90.391 was added to and made a part of ORS chapter 90 by legislative action but was not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

90.392 Termination of tenancy for cause; tenant right to cure violation. (1) Except as provided in this chapter, after delivery of written notice a landlord may terminate the rental agreement for cause and take possession as provided in ORS 105.105 to 105.168, unless the tenant cures the violation as provided in this section.

(2) Causes for termination under this section are:

(a) Material violation by the tenant of the rental agreement. For purposes of this paragraph, material violation of the rental agreement includes, but is not limited to, the nonpayment of a late charge under ORS 90.260 or a utility or service charge under ORS 90.315.

(b) Material violation by the tenant of ORS 90.325.

(c) Failure by the tenant to pay rent.

(3) The notice must:

(a) Specify the acts and omissions constituting the violation;

(b) Except as provided in subsection (5)(a) of this section, state that the rental agreement will terminate upon a designated date not less than 30 days after delivery of the notice; and

(c) If the tenant can cure the violation as provided in subsection (4) of this section, state that the violation can be cured, describe at least one possible remedy to cure the violation and designate the date by which the tenant must cure the violation.

(4)(a) If the violation described in the notice can be cured by the tenant by a change in conduct, repairs, payment of money or otherwise, the rental agreement does not terminate if

the tenant cures the violation by the designated date. The designated date must be:

(A) At least 14 days after delivery of the notice; or

(B) If the violation is conduct that was a separate and distinct act or omission and is not ongoing, no earlier than the date of delivery of the notice as provided in ORS 90.155. For purposes of this paragraph, conduct is ongoing if the conduct is constant or persistent or has been sufficiently repetitive over time that a reasonable person would consider the conduct to be ongoing.

(b) If the tenant does not cure the violation, the rental agreement terminates as provided in the notice.

(5)(a) If the cause of a written notice delivered under subsection (1) of this section is substantially the same act or omission that constituted a prior violation for which notice was given under this section within the previous six months, the designated termination date stated in the notice must be not less than 10 days after delivery of the notice and no earlier than the designated termination date stated in the previously given notice. The tenant does not have a right to cure this subsequent violation.

(b) A landlord may not terminate a rental agreement under this subsection if the only violation is a failure to pay the current month's rent.

(6) When a tenancy is a week-to-week tenancy, the notice period in:

(a) Subsection (3)(b) of this section changes from 30 days to seven days;

(b) Subsection (4)(a)(A) of this section changes from 14 days to four days; and

(c) Subsection (5)(a) of this section changes from 10 days to four days.

(7) The termination of a tenancy for a manufactured dwelling or floating home space in a facility under ORS 90.505 to 90.850 is governed by ORS 90.630 and not by this section. [2005 c.391 §7]

90.394 Termination of tenancy for failure to pay rent. The landlord may terminate the rental agreement for nonpayment of rent and take possession as provided in ORS 105.105 to 105.168, as follows:

(1) When the tenancy is a week-to-week tenancy, by delivering to the tenant at least 72 hours' written notice of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period. The landlord shall give this notice no sooner than on the fifth day of the rental period, including the first day the rent is due.

(2) For all tenancies other than week-to-week tenancies, by delivering to the tenant:

(a) At least 72 hours' written notice of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period. The landlord shall give this notice no sooner than on the eighth day of the rental period, including the first day the rent is due; or

(b) At least 144 hours' written notice of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period. The landlord shall give this notice no sooner than on the fifth day of the rental period, including the first day the rent is due.

(3) The notice described in this section must also specify the amount of rent that must be paid and the date and time by which the tenant must pay the rent to cure the nonpayment of rent.

(4) Payment by a tenant who has received a notice under this section is timely if mailed to the landlord within the period of the notice unless:

(a) The notice is served on the tenant:

(A) By personal delivery as provided in ORS 90.155 (1)(a); or

(B) By first class mail and attachment as provided in ORS 90.155 (1)(c);

(b) A written rental agreement and the notice expressly state that payment is to be made at a specified location that is either on the premises or at a place where the tenant has made all previous rent payments in person; and

(c) The place so specified is available to the tenant for payment throughout the period of the notice. [2005 c.391 §8; 2020 s.s.3 c.3 §§10,19]

Note: The amendments to 90.394 by section 19, chapter 3, Oregon Laws 2020 (third special session), become operative March 1, 2022. See section 22, chapter 3, Oregon Laws 2020 (third special session), as amended by section 4, chapter 39, Oregon Laws 2021. The text that is operative until March 1, 2022, including amendments by section 10, chapter 3, Oregon Laws 2020 (third special session), is set forth for the user's convenience.

90.394. The landlord may terminate the rental agreement for nonpayment of rent and take possession as provided in ORS 105.105 to 105.168, as follows:

(1) When the tenancy is a week-to-week tenancy, by delivering to the tenant at least 72 hours' written notice of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period. The landlord shall give this notice no sooner than on the fifth day of the rental period, including the first day the rent is due.

(2) For all tenancies other than week-to-week tenancies, by delivering to the tenant:

(a) At least 10 days' written notice of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period. The landlord shall give this notice no sooner than on the eighth day of the rental period, including the first day the rent is due; or

(b) At least 13 days' written notice of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period. The landlord shall give this notice no sooner than on the fifth day of the rental period, including the first day the rent is due.

(3) The notice described in this section must also specify the amount of rent that must be paid and the date and time by which the tenant must pay the rent to cure the nonpayment of rent.

(4) Payment by a tenant who has received a notice under this section is timely if mailed to the landlord within the period of the notice unless:

(a) The notice is served on the tenant:

(A) By personal delivery as provided in ORS 90.155 (1)(a); or

(B) By first class mail and attachment as provided in ORS 90.155 (1)(c);

(b) A written rental agreement and the notice expressly state that payment is to be made at a specified location that is either on the premises or at a place where the tenant has made all previous rent payments in person; and

(c) The place so specified is available to the tenant for payment throughout the period of the notice.

90.396 Acts or omissions justifying termination 24 hours after notice. (1) Except as provided in subsection (2) of this section, after at least 24 hours' written notice specifying the acts and omissions constituting the cause and specifying the date and time of the termination, the landlord may terminate the rental agreement and take possession as provided in ORS 105.105 to 105.168, if:

(a) The tenant, someone in the tenant's control or the tenant's pet seriously threatens to inflict substantial personal injury, or inflicts any substantial personal injury, upon a person on

the premises other than the tenant;

(b) The tenant or someone in the tenant's control recklessly endangers a person on the premises other than the tenant by creating a serious risk of substantial personal injury;

(c) The tenant, someone in the tenant's control or the tenant's pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises;

(d) The tenant or someone in the tenant's control intentionally inflicts any substantial damage to the premises or the tenant's pet inflicts substantial damage to the premises on more than one occasion;

(e)(A) The tenant intentionally provided substantial false information on the application for the tenancy within the past year;

(B) The false information was with regard to a criminal conviction of the tenant that would have been material to the landlord's acceptance of the application; and

(C) The landlord terminates the rental agreement within 30 days after discovering the falsity of the information; or

(f) The tenant, someone in the tenant's control or the tenant's pet commits any act that is outrageous in the extreme, on the premises or in the immediate vicinity of the premises. For purposes of this paragraph, an act is outrageous in the extreme if the act is not described in paragraphs (a) to (e) of this subsection, but is similar in degree and is one that a reasonable person in that community would consider to be so offensive as to warrant termination of the tenancy within 24 hours, considering the seriousness of the act or the risk to others. An act that is outrageous in the extreme is more extreme or serious than an act that warrants a 30-day termination under ORS 90.392. Acts that are "outrageous in the extreme" include, but are not limited to, the following acts by a person:

(A) Prostitution, commercial sexual solicitation or promoting prostitution, as described in ORS 167.007, 167.008 and 167.012;

(B) Unlawful manufacture, delivery or possession of a controlled substance, as defined in ORS 475.005;

(C) Manufacture of a cannabinoid extract, as defined in ORS 475C.009, unless the person manufacturing the cannabinoid extract holds a license issued under ORS 475C.085 or is registered under ORS 475C.815;

(D) A bias crime, as described in ORS 166.155 and 166.165; or

(E) Burglary as described in ORS 164.215 and 164.225.

(2) If the cause for a termination notice given pursuant to subsection (1) of this section is based upon the acts of the tenant's pet, the tenant may cure the cause and avoid termination of the tenancy by removing the pet from the premises prior to the end of the notice period. The notice must describe the right of the tenant to cure the cause. If the tenant returns the pet to the premises at any time after having cured the violation, the landlord, after at least 24 hours' written notice specifying the subsequent presence of the offending pet, may terminate the rental agreement and take possession as provided in ORS 105.105 to 105.168. The tenant does not have a right to cure this subsequent violation.

(3) For purposes of subsection (1) of this section, someone is in the tenant's control if that person enters or remains on the premises with the tenant's permission or consent after the tenant reasonably knows or should know of that person's act or likelihood to commit any act of the type described in subsection (1) of this section.

(4) An act can be proven to be outrageous in the extreme even if the act is one that does not violate a criminal statute. Notwithstanding the references to criminal statutes in subsection (1)(f) of this section, the landlord's burden of proof in an action for possession under subsection (1) of this section is the civil standard of proof by a preponderance of the evidence.

(5) If a good faith effort by a landlord to terminate the tenancy under subsection (1)(f) of this section and to recover possession of the rental unit under ORS 105.105 to 105.168 fails by decision of the court, the landlord may not be found in violation of any state statute or local ordinance requiring the landlord to remove that tenant upon threat of fine, abatement or forfeiture as long as the landlord continues to make a good faith effort to terminate the tenancy. [2005 c.391 §9; 2007 c.71 §23; 2011 c.151 §5; 2015 c.98 §3; 2016 c.24 §54; 2017 c.21 §33; 2019 c.553 §11]

90.398 Termination of tenancy for drug or alcohol violations. (1) If a tenant living for less than two years in drug and alcohol free housing uses, possesses or shares alcohol, marijuana items as defined in ORS 475C.009, illegal drugs, controlled substances or prescription drugs without a medical prescription, the landlord may deliver a written notice to the tenant terminating the tenancy for cause and take possession as provided in ORS 105.105 to 105.168. The notice must specify the acts constituting the drug or alcohol violation and state that the rental agreement will terminate in not less than 48 hours after delivery of the notice, at a specified date and time. The notice must also state that the tenant can cure the drug or alcohol violation by a change in conduct or otherwise within 24 hours after delivery of the notice.

(2) If the tenant cures the violation within the 24-hour period, the rental agreement does not terminate. If the tenant does not cure the violation within the 24-hour period, the rental agreement terminates as provided in the notice.

(3) If substantially the same act that constituted a prior drug or alcohol violation of which notice was given reoccurs within six months, the landlord may terminate the rental agreement upon at least 24 hours' written notice specifying the violation and the date and time of termination of the rental agreement. The tenant does not have a right to cure this subsequent violation. [2005 c.391 §10; 2017 c.21 §34]

90.400 [Formerly 91.820; 1993 c.369 §12; 1995 c.559 §26; 1997 c.577 §23; 1999 c.603 §24; 1999 c.676 §15; 2001 c.596 §33; 2003 c.378 §13; 2005 c.22 §61; 2005 c.708 §42; repealed by 2005 c.391 §39]

90.401 Remedies available to landlord. Except as provided in this chapter:

(1) A landlord may pursue any one or more of the remedies set forth in ORS 90.392, 90.394, 90.396, 90.398, 90.403 and 90.405, simultaneously or sequentially.

(2) In addition to the remedies provided in ORS 90.392, 90.394, 90.396 and 90.398, a landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or ORS 90.325 or 90.740. [2005 c.391 §11]

90.402 [1993 c.369 §25; 1995 c.559 §27; renumbered 90.160 in 1995]

90.403 Taking possession of premises from unauthorized possessor. (1) If an unauthorized person is in possession of the premises, after at least 24 hours' written notice specifying the cause and the date and time by which the person must vacate, a landlord may take possession as provided in ORS 105.105 to 105.168 if:

(a) The tenant has vacated the premises;

(b) The rental agreement with the tenant prohibited subleasing or allowing another person to occupy the premises without the written permission of the landlord; and

(c) The landlord has not knowingly accepted rent from the person in possession of the premises.

(2) Service of notice under this section does not create a right of tenancy for the person in possession of the premises. [2005 c.391 §12]

90.405 Effect of tenant keeping unpermitted pet. (1) If the tenant, in violation of the rental agreement, keeps on the premises a pet capable of causing damage to persons or property, the landlord may deliver a written notice specifying the violation and stating that the tenancy will terminate upon a date not less than 10 days after the delivery of the notice unless the tenant removes the pet from the premises prior to the termination date specified in the notice. If the pet is not removed by the date specified, the tenancy shall terminate and the landlord may take possession in the manner provided in ORS 105.105 to 105.168.

(2) For purposes of this section, "a pet capable of causing damage to persons or property" means an animal that, because of the nature, size or behavioral characteristics of that particular animal or of that breed or type of animal generally, a reasonable person might consider to be capable of causing personal injury or property damage, including but not limited to, water damage from medium or larger sized fish tanks or other personal injury or property damage arising from the environment in which the animal is kept.

(3) If substantially the same act that constituted a prior noncompliance of which notice was given under subsection (1) of this section recurs within six months, the landlord may terminate the rental agreement upon at least 10 days' written notice specifying the breach and the date of termination of the rental agreement.

(4) This section shall not apply to any tenancy governed by ORS 90.505 to 90.850. [Formerly 91.822; 1995 c.559 §28; 1999 c.603 §25]

90.410 Effect of tenant failure to give notice of absence; absence; abandonment. (1) If the rental agreement requires the tenant to give actual notice to the landlord of an anticipated extended absence in excess of seven days as permitted by ORS 90.340 and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant.

(2) During any absence of the tenant in excess of seven days, the landlord may enter the dwelling unit at times reasonably necessary.

(3) If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it for a fair rental. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, the rental agreement terminates as of the date of the new tenancy. If the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender, the rental agreement is deemed to be terminated by the landlord as of the date the landlord knows or should know of the abandonment. If the tenancy is from month to month or week to week, the term of the rental agreement for this purpose is deemed to be a month or a week, as the case may be. [Formerly 91.825; 1993 c.369 §13; 1995 c.559 §29; 1999 c.603 §26]

90.412 Waiver of termination of tenancy. (1) As used in this section and ORS 90.414 and 90.417, "rent" does not include funds paid to a landlord:

(a) Under the United States Housing Act of 1937 (42 U.S.C. 1437f).

(b) By any other local, state or federal housing assistance program.

(2) Except as otherwise provided in this section, a landlord waives the right to terminate a rental agreement for a particular violation of the rental agreement or of law if the landlord:

(a) During three or more separate rental periods, accepts rent with knowledge of the violation by the tenant; or

(b) Accepts performance by a tenant that varies from the terms of the rental agreement.

(3) A landlord has not accepted rent for purposes of subsection (2) of this section if:

(a) Within 10 days after receipt of the rent payment, the landlord refunds the rent; or

(b) The rent payment is made in the form of a check that is dishonored.

(4) A landlord does not waive the right to terminate a rental agreement for a violation under any of the following circumstances:

(a) The landlord and tenant agree otherwise after the violation has occurred.

(b) The violation concerns the tenant's conduct and, following the violation but prior to acceptance of rent for three rental periods or performance as described in subsection (2) of this section, the landlord gives a written warning notice to the tenant regarding the violation that:

(A) Describes specifically the conduct that constitutes the violation, either as a separate and distinct violation, a series or group of violations or a continuous or ongoing violation;

(B) States that the tenant is required to discontinue the conduct or correct the violation; and

(C) States that a reoccurrence of the conduct that constitutes a violation may result in a termination of the tenancy pursuant to ORS 90.392, 90.398, 90.405 or 90.630.

(c) The violation concerns the tenant's failure to pay money owed to the landlord for damage to the premises, damage to any other structure located upon the grounds, utility charges, fees or deposits and, following the violation but prior to the acceptance of rent for three rental periods or performance as described in subsection (2) of this section, the landlord gives a written warning notice to the tenant regarding the violation that:

(A) Describes specifically the basis of the claim and the amount of money owed that constitutes the violation;

(B) States that the tenant is required to correct the violation by paying the money owed; and

(C) States that continued nonpayment of the money owed that constitutes a violation may result in a termination of the tenancy pursuant to ORS 90.392.

(d) The tenancy consists of rented space for a manufactured dwelling or floating home as described in ORS 90.505, and the violation concerns:

(A) Disrepair or deterioration of the manufactured dwelling or floating home pursuant to ORS 90.632; or

(B) A failure to maintain the rented space, as provided by ORS 90.740 (2), (4)(b) and (4)(h) and (i).

(e) The termination is under ORS 90.396.

(f) The landlord accepts:

(A) A last month's rent deposit collected at the beginning of the tenancy, regardless of whether the deposit covers a period beyond a termination date;

(B) Rent distributed pursuant to a court order releasing money paid into court as provided by ORS 90.370 (1); or

(C) Rent paid for a rent obligation not yet due and paid more than one rental period in advance.

(5)(a) For a continuous or ongoing violation, the landlord's written warning notice under subsection (4)(b) of this section remains effective for 12 months and may be renewed with a new warning notice before the end of the 12 months.

(b) For a violation concerning the tenant's failure to pay money owed to the landlord, the landlord's written warning notice under subsection (4)(c) of this section remains effective for

12 months from the date of the tenant's failure to pay the money owed.

(6) A landlord that must refund rent under this section shall make the refund to the tenant or other payer by personal delivery or first class mail. The refund may be in the form of the tenant's or other payer's check or in any other form of check or money. [2007 c.906 §27; 2013 c.443 §7; 2015 c.388 §4]

90.414 Acts not constituting waiver of termination of tenancy; delivery of rent refund. (1) If a notice of termination has been given by the landlord or the tenant, the following do not waive the right of the landlord to terminate on the notice and do not reinstate the tenancy:

(a) Except when the notice is a nonpayment of rent termination notice under ORS 90.394, the acceptance of rent if:

(A) The rent is prorated to the termination date specified in the notice; or

(B) The landlord refunds at least the unused balance of the rent prorated for the period beyond the termination date within 10 days after receiving the rent payment.

(b) Except if the termination is for cause under ORS 90.392, 90.398, 90.405, 90.630 or 90.632, the acceptance of rent for a rental period that extends beyond the termination date in the notice, if the landlord refunds at least the unused balance of the rent for the period beyond the termination date within 10 days after the end of the remedy or correction period described in the applicable notice.

(c) If the termination is for cause under ORS 90.392, 90.398, 90.405, 90.630 or 90.632 and proceedings have commenced under ORS 105.105 to 105.168 to recover possession of the premises based on the termination:

(A) The acceptance of rent for a period beyond the expiration of the notice of termination during which the tenant remains in possession if:

(i) The landlord notifies the tenant in writing in, or after the service of, the notice of termination for cause that the acceptance of rent while an action for possession is pending will not waive the right to terminate under the notice; and

(ii) The rent does not cover a period that extends beyond the date the rent payment is accepted.

(B) Service of a nonpayment of rent termination notice under ORS 90.394.

(2) The following do not waive the right of the landlord to terminate on a notice of termination given by the landlord or the tenant and do not reinstate a tenancy:

(a) The acceptance of a last month's rent deposit collected at the beginning of the tenancy, whether or not the deposit covers a period beyond a termination date.

(b) The acceptance of rent distributed under a court order releasing money that was paid into the court as provided under ORS 90.370 (1).

(c) The acceptance of rent paid for a rent obligation not yet due and paid more than one rental period in advance.

(3) When a landlord must refund rent under this section, the refund shall be made to the tenant or other payer by personal delivery or first class mail and may be in the form of the tenant's or other payer's check or in any other form of check or money. [2007 c.906 §28]

90.415 [Formerly 91.830; 1991 c.62 §1; 1995 c.559 §30; 1997 c.577 §24; 1999 c.603 §27; 1999 c.676 §16; 2001 c.596 §34; 2003 c.658 §4; 2005 c.22 §62; 2005 c.391 §21; repealed by 2007 c.906 §30]

90.417 Duty to pay rent; effect of acceptance of partial rent. (1) A tenant's duty regarding rent payments is to tender to the landlord an offer of the full amount of rent owed

within the time allowed by law and by the rental agreement provisions regarding payment. A landlord may refuse to accept a rent tender that is for less than the full amount of rent owed or that is untimely.

(2) A landlord may accept a partial payment of rent. The acceptance of a partial payment of rent in a manner consistent with subsection (4) of this section does not constitute a waiver under ORS 90.412 (2)(b) of the landlord's right to terminate the tenancy under ORS 90.394 for nonpayment of the balance of the rent owed.

(3) A landlord and tenant may by written agreement provide that monthly rent shall be paid in regular installments of less than a month pursuant to a schedule specified in the agreement. Installment rent payments described in this subsection are not partial payment of rent for purposes of this section.

(4) The acceptance of a partial payment of rent waives the right of the landlord to terminate the tenant's rental agreement under ORS 90.394 for nonpayment of rent unless:

(a)(A) The landlord accepted the partial payment of rent before the landlord gave a nonpayment of rent termination notice under ORS 90.394 based on the tenant's agreement to pay the balance by a time certain and the tenant does not pay the balance of the rent as agreed;

(B) The landlord's notice of termination is served no earlier than it would have been permitted under ORS 90.394 had no rent been accepted; and

(C) The notice permits the tenant to avoid termination of the tenancy for nonpayment of rent by paying the balance within the time period allowed under ORS 90.394 or by any date to which the parties agreed, whichever is later; or

(b) The landlord accepted a partial payment of rent after giving a nonpayment of rent termination notice under ORS 90.394 and entered into a written agreement with the tenant that the acceptance does not constitute waiver. The agreement may provide that the landlord may terminate the rental agreement and take possession as provided in ORS 105.105 to 105.168 without serving a new notice under ORS 90.394 if the tenant fails to pay the balance of the rent by a time certain.

(5) Application of a tenant's security deposit or prepaid rent to an obligation owed to a landlord in foreclosure under ORS 90.367 does not constitute a partial payment of rent.

(6) Notwithstanding any acceptance of a partial payment of rent under subsection (4) of this section, the tenant continues to owe the landlord the unpaid balance of the rent. [2007 c.906 §29; 2011 c.42 §8a; 2020 s.s.3 c.3 §12]

90.420 Enforceability of landlord liens; distraint for rent abolished. (1) A lien or security interest on behalf of the landlord in the tenant's household goods is not enforceable unless perfected before October 5, 1973.

(2) Distraint for rent is abolished. [Formerly 91.835]

90.425 Disposition of personal property abandoned by tenant; notice; sale; limitation on landlord liability; tax cancellation; storage agreements; hazardous property. (1) As used in this section:

(a) "Current market value" means the amount in cash, as determined by the county assessor, that could reasonably be expected to be paid for a manufactured dwelling or floating home by an informed buyer to an informed seller, each acting without compulsion in an arm's-length transaction occurring on the assessment date for the tax year or on the date of a subsequent reappraisal by the county assessor.

(b) "Dispose of the personal property" means that, if reasonably appropriate, the landlord may throw away the property or may give it without consideration to a nonprofit organization

or to a person unrelated to the landlord. The landlord may not retain the property for personal use or benefit.

(c) “Goods” includes those goods left inside a recreational vehicle, manufactured dwelling or floating home or left upon the rental space outside a recreational vehicle, manufactured dwelling or floating home, whether the recreational vehicle, dwelling or home is located inside or outside of a facility.

(d) “Lienholder” means any lienholder of an abandoned recreational vehicle, manufactured dwelling or floating home, if the lien is of record or the lienholder is actually known to the landlord.

(e) “Of record” means:

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

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

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

(f) “Owner” means any owner of an abandoned recreational vehicle, manufactured dwelling or floating home, if different from the tenant and either of record or actually known to the landlord.

(g) “Personal property” means goods, vehicles and recreational vehicles and includes manufactured dwellings and floating homes not located in a facility. “Personal property” does not include manufactured dwellings and floating homes located in a facility and therefore subject to being stored, sold or disposed of as provided under ORS 90.675.

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

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

(b) The tenant has been absent from the premises continuously for seven days after termination of a tenancy by a court order that has not been executed; or

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

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

(a) Personally delivered to the tenant; or

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

(A) The premises;

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

(C) The most recent forwarding address if provided by the tenant or actually known to the landlord.

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

(A) Any lienholder of the recreational vehicle, manufactured dwelling or floating home;

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

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

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

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

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

(A) Actually known to the landlord;

(B) Of record; and

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

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

(a) The personal property left upon the premises is considered abandoned;

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

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

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

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

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

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

(h) If the tenant or any lienholder or owner fails to contact the landlord by the specified date, or after that contact, fails to remove the personal property within 30 days for recreational vehicles, manufactured dwellings and floating homes or 15 days for all other personal property, the landlord may sell or dispose of the personal property. If the landlord reasonably believes that the personal property will be eligible for disposal pursuant to subsection (10)(b)

of this section and the landlord intends to dispose of the property if the property is not claimed, the notice shall state that belief and intent; and

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

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

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

(b) For all other abandoned personal property, not less than five days after personal delivery or eight days after mailing of the notice.

(7) After notifying the tenant as required by subsection (3) of this section, the landlord:

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

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

(A) Promptly dispose of rotting food; and

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

(c) Except for manufactured dwellings and floating homes, may store the abandoned personal property at the dwelling unit, move and store it elsewhere on the premises or move and store it at a commercial storage company or other place of safekeeping; and

(d) Is entitled to reasonable or actual storage charges and costs incidental to storage or disposal, including any cost of removal to a place of storage. In the case of an abandoned manufactured dwelling or floating home, the storage charge may be no greater than the monthly space rent last payable by the tenant.

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

(9) Except as provided in subsections (18) to (20) of this section, if the tenant, lienholder or owner of a recreational vehicle, manufactured dwelling or floating home does not respond within the time provided by the landlord's notice, or the tenant, lienholder or owner does not

remove the personal property within the time required by subsection (8) of this section or by any date agreed to with the landlord, whichever is later, the tenant's, lienholder's or owner's personal property is conclusively presumed to be abandoned. The tenant and any lienholder or owner that have been given notice pursuant to subsection (3) or (4) of this section shall, except with regard to the distribution of sale proceeds pursuant to subsection (13) of this section, have no further right, title or interest to the personal property and may not claim or sell the property.

(10) If the personal property is presumed to be abandoned under subsection (9) of this section, the landlord then may:

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

(A) The landlord may seek to transfer ownership of record of the personal property by complying with the requirements of the appropriate state agency; and

(B) The landlord shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) If there is no buyer at a sale of a manufactured dwelling or floating home, the personal property is considered to be worth $8,000 or less, regardless of current market value, and the landlord shall destroy or otherwise dispose of the personal property.

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

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

(b) A person or nonprofit organization to whom the landlord gives the dwelling or home pursuant to subsection (1)(b), (10)(b) or (11)(b) of this section.

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

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

(B) Unpaid rent.

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

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

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

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

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

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

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

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

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

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

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

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

(C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments owed on the manufactured dwelling or floating home after distribution of the proceeds pursuant to subsection (13) of this section; and

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

(15) The landlord is not responsible for any loss to the tenant, lienholder or owner resulting from storage of personal property in compliance with this section unless the loss was caused by the landlord's deliberate or negligent act. In the event of a deliberate and malicious violation, the landlord is liable for twice the actual damages sustained by the tenant, lienholder or owner.

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

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

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

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

(c) A county tax collector aggrieved by the noncompliance may recover from the landlord the actual damages sustained by the tax collector, if the noncompliance is part of an effort by the landlord to defraud the tax collector. ORS 90.255 does not authorize an award of attorney fees to the prevailing party in any action arising under this paragraph.

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

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

(b) The tenant or a personal representative or designated person described in subsection (20) of this section has waived all rights under this section pursuant to subsection (26) of this section; or

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

(19)(a) In the case of an abandoned manufactured dwelling or floating home but not including a dwelling or home abandoned following a termination pursuant to ORS 90.429 and except as provided by subsection (20)(d) and (e) of this section, if a lienholder makes a timely response to a notice of abandoned personal property pursuant to subsections (6) and (8) of this section and so requests, a landlord shall enter into a written storage agreement with the lienholder providing that the dwelling or home may not be sold or disposed of by the landlord for up to 12 months. A storage agreement entitles the lienholder to store the personal property on the previously rented space during the term of the agreement, but does not entitle anyone to occupy the personal property.

(b) The lienholder's right to a storage agreement arises upon the failure of the tenant, owner or, in the case of a deceased tenant, the personal representative, designated person, heir or devisee to remove or sell the dwelling or home within the allotted time.

(c) To exercise the right to a storage agreement under this subsection, in addition to contacting the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder must enter into the proposed storage agreement within 60 days after the landlord gives a copy of the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord may include a copy of the proposed storage agreement with the notice of abandoned property required by subsection (4) of this section. A lienholder enters into a storage agreement by signing a copy of the agreement provided by the landlord and personally delivering or mailing the signed copy to the landlord within the 60-day period.

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

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

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

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

(e) During the term of an agreement described under this subsection, the lienholder has the right to remove or sell the property, subject to the provisions of the lien. Selling the property includes a sale to a purchaser who wishes to leave the dwelling or home on the rented space and become a tenant, subject to any conditions previously agreed to by the landlord and tenant regarding the landlord's approval of a purchaser or, if there was no such agreement, any reasonable conditions by the landlord regarding approval of any purchaser who wishes to leave the dwelling or home on the rented space and become a tenant. The landlord also may condition approval for occupancy of any purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

(f)(A) If the lienholder violates the storage agreement, the landlord may terminate the agreement by giving at least 90 days' written notice to the lienholder stating facts sufficient to notify the lienholder of the reason for the termination. Unless the lienholder corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the dwelling or home without further notice to the lienholder.

(B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph for failure of the lienholder to pay a storage charge and the lienholder corrects the violation, if the lienholder again violates the storage agreement by failing to pay a subsequent storage charge, the landlord may terminate the agreement by giving at least 30 days' written notice to the lienholder stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the lienholder.

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

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

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

(a) The following persons have the same rights and responsibilities regarding the abandoned dwelling or home as a tenant:

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

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

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

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

(B) Personally delivered or sent by first class mail to any personal representative or designated person, if actually known to the landlord.

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

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

(e) If a personal representative or other person requests that a landlord enter into a storage agreement, subsection (19)(c), (d) and (f)(C) of this section applies, with the representative or person having the rights and responsibilities of a lienholder with regard to the storage agreement.

(f) During the term of an agreement described under paragraph (d) of this subsection, the representative or person has the right to remove or sell the dwelling or home, including a sale to a purchaser or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave the dwelling or home on the rented space and become a tenant, subject to any conditions previously agreed to by the landlord and tenant regarding the landlord's approval for occupancy of a purchaser, heir or devisee or, if there was no such agreement, any reasonable conditions by the landlord regarding approval for occupancy of any purchaser, heir or devisee who wishes to leave the dwelling or home on the rented space and become a tenant. The landlord also may condition approval for occupancy of any purchaser, heir or devisee of the dwelling or home upon payment of all unpaid storage charges and maintenance costs.

(g) If the representative or person violates the storage agreement, the landlord may terminate the agreement by giving at least 30 days' written notice to the representative or person stating facts sufficient to notify the representative or person of the reason for the

termination. Unless the representative or person corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the dwelling or home without further notice to the representative or person.

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

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

(a) The following persons have the same rights and responsibilities regarding the abandoned personal property as a tenant:

(A) An heir or devisee.

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

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

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

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

(B) Personally delivered or sent by first class mail to any heir, devisee, personal representative or designated person, if actually known to the landlord; and

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

(c) The notice described in subsection (5) of this section must refer to the heir, devisee, personal representative, designated person or estate administrator of the State Treasurer, instead of the deceased tenant, and must incorporate the provisions of this subsection.

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

(e) If no heir, devisee or personal representative of the tenant, or no estate administrator of the State Treasurer, contacts the landlord within the time period provided by subsection (6) of this section, the landlord shall allow removal of the personal property by the designated person of the tenant, if the designated person contacts the landlord within that period and complies with the requirements of this section and provides the landlord with reasonable evidence that the person is the designated person.

(f) A landlord who allows removal of personal property under this subsection is not liable to another person that has a claim or interest in the personal property.

(22) If a governmental agency determines that the condition of a manufactured dwelling, floating home or recreational vehicle abandoned under this section constitutes an extreme health or safety hazard under state or local law and the agency determines that the hazard endangers others in the immediate vicinity and requires quick removal of the property, the landlord may sell or dispose of the property pursuant to this subsection. The landlord shall comply with all provisions of this section, except as follows:

(a) The date provided in subsection (6) of this section by which a tenant, lienholder, owner, personal representative or designated person must contact a landlord to arrange for the

disposition of the property must be not less than 15 days after personal delivery or mailing of the notice required by subsection (3) of this section.

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

(c) The notice required by subsection (3) of this section must be as provided in subsection (5) of this section, except that:

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

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

(C) The landlord shall attach a copy of the agency's determination to the notice.

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

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

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

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

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

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

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

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

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

(d) If the contractor and the department determine that the premises or the tenant's personal property is not unfit for use, upon notification by the department of the determination, the landlord shall comply with subsections (1) to (22) and (24) to (27) of this section for any personal property left on the premises.

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

for use.

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

(25) In the case of an abandoned motor vehicle, the procedure authorized by ORS 98.830 for removal of abandoned motor vehicles from private property may be used by a landlord as an alternative to the procedures required in this section.

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

(A) The landlord;

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

(C) In the case of a manufactured dwelling, floating home or recreational vehicle, any owner and any lienholder.

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

(27) Until personal property is conclusively presumed to be abandoned under subsection (9) of this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal property. [Formerly 91.840; 1993 c.18 §15; 1993 c.369 §14; 1995 c.559 §31; 1997 c.577 §25; 1999 c.603 §28; 2001 c.44 §1; 2001 c.445 §165; 2001 c.596 §35; 2003 c.378 §14; 2003 c.655 §57; 2003 c.658 §5; 2005 c.5 §1; 2005 c.391 §34; 2005 c.619 §§17,18; 2007 c.906 §31; 2009 c.431 §8; 2011 c.42 §8b; 2013 c.294 §12; 2017 c.480 §17; 2019 c.585 §17; 2019 c.678 §52]

90.426 [1995 c.758 §3; repealed by 1997 c.577 §50]

90.427 Termination of tenancy without tenant cause; effect of termination notice. (1) As used in this section:

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

(b) "Immediate family" means:

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

(B) An unmarried parent of a joint child;

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

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

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

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

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

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

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

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

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

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

(a) The landlord may terminate the tenancy during the fixed term only for cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445.

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

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

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

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

(C) The landlord has a qualifying reason for termination and gives notice as specified in subsections (5) to (7) of this section.

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

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

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

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

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

(c) The landlord intends for the landlord or a member of the landlord's immediate family to occupy the dwelling unit as a primary residence and the landlord does not own a comparable unit in the same building that is available for occupancy at the same time that the tenant receives notice to terminate the tenancy; or

(d) The landlord has:

(A) Accepted an offer to purchase the dwelling unit separately from any other dwelling unit from a person who intends in good faith to occupy the dwelling unit as the person's

primary residence; and

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

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

(A) Specify in the termination notice the reason for the termination and supporting facts;

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

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

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

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

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

(b) Each written warning notice:

(A) Specifies the violation;

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

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

(c) The 90-day notice of termination:

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

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

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

(8) If the tenancy is for occupancy in a dwelling unit that is located in the same building or on the same property as the landlord's primary residence, and the building or the property contains not more than two dwelling units, the landlord may terminate the tenancy at any time after the first year of occupancy:

(a) For a month-to-month tenancy:

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

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

(C) Without cause by giving the tenant notice in writing not less than 30 days prior to the date designated in the notice for the termination of the tenancy if:

(i) The dwelling unit is purchased separately from any other dwelling unit;

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

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

(b) For a fixed term tenancy:

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

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

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

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

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

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

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

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

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

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

(A) The notice is given without stated cause;

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

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

(13) Subsections (2) to (9) of this section do not apply to a month-to-month tenancy subject to ORS 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to 90.850. [Formerly 90.900; 1999 c.603 §29; 1999 c.676 §17; 2003 c.378 §15; 2009 c.127 §4; 2009 c.431 §1; 2011 c.42 §14; 2019 c.1 §1; 2019 c.641 §5]

90.429 Termination of tenancy for certain rented spaces not covered by ORS 90.505 to 90.850. (1) If a tenancy consists of rented space for a manufactured dwelling or floating home that is owned by the tenant, but the tenancy is not subject to ORS 90.505 to 90.850 because the space is not in a facility, the landlord may terminate a month-to-month tenancy without a cause specified in ORS 90.392, 90.394 or 90.396 only by delivering a written notice of termination to the tenant not less than 180 days before the termination date designated in that notice.

(2)(a) A notice given to terminate a tenancy under subsection (1) of this section need not state a reason for the termination.

(b) Notwithstanding paragraph (a) of this subsection, a landlord may include in a notice of termination given under subsection (1) of this section an explanation of the reason for the termination without having to prove the reason. An explanation does not give the tenant a right to cure the reason if the notice states that:

(A) The notice is given without stated cause;

(B) The tenant does not have a right to cure the reason for the termination; and

(C) The landlord need not prove the reason for the termination in a court action. [Formerly 90.905; 1999 c.676 §18; 2005 c.391 §22; 2009 c.431 §2]

90.430 Claims for possession, rent, damages after termination of rental agreement. If the rental agreement is terminated, the landlord may have a claim for possession and for rent and a separate claim for actual damages for breach of the rental agreement. [Formerly 91.845]

90.435 Limitation on recovery of possession of premises. A landlord may not recover or take possession of the dwelling unit by action or otherwise, including willful diminution of services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electricity or other essential service to the tenant, except in case of abandonment or relinquishment, or as permitted in this chapter in the manner provided in ORS 105.105 to 105.168. [Formerly 91.850; 1999 c.603 §30; 2003 c.378 §16]

90.440 Termination of tenancy in group recovery home; recovery of possession; damages. (1) As used in this section:

(a) "Group recovery home" means a place that provides occupants with shared living facilities and that meets the description of a group home under 42 U.S.C. 300x-25.

(b) "Illegal drugs" includes controlled substances or prescription drugs:

(A) For which the tenant does not have a valid prescription; or

(B) That are used by the tenant in a manner contrary to the prescribed regimen.

(c) "Marijuana item" has the meaning given that term in ORS 475C.009.

(d) "Peace officer" means:

(A) A sheriff, constable, marshal or deputy;

(B) A member of a state or city police force;

(C) A police officer commissioned by a university under ORS 352.121 or 353.125; or

(D) An authorized tribal police officer as defined in ORS 181A.940.

(2)(a) Notwithstanding ORS 90.375 and 90.435, a group recovery home may terminate a tenancy and peaceably remove a tenant without complying with ORS 105.105 to 105.168 if the tenant has used or possessed alcohol, a marijuana item or illegal drugs within the preceding seven days.

(b) For purposes of this subsection, the following are sufficient proof that a tenant has used or possessed alcohol, a marijuana item or illegal drugs:

(A) The tenant fails a test for alcohol, cannabis or illegal drug use;

(B) The tenant refuses a request made in good faith by the group recovery home that the tenant take a test for alcohol, cannabis or illegal drug use; or

(C) Any person has personally observed the tenant using or possessing alcohol, a marijuana item or illegal drugs.

(3) A group recovery home that undertakes the removal of a tenant under this section shall personally deliver to the tenant a written notice that:

(a) Describes why the tenant is being removed;

(b) Describes the proof that the tenant has used or possessed alcohol, a marijuana item or illegal drugs within the seven days preceding delivery of the notice;

(c) Specifies the date and time by which the tenant must move out of the group recovery home;

(d) Explains that if the removal was wrongful or in bad faith the tenant may seek injunctive relief to recover possession under ORS 105.121 and may bring an action to recover monetary damages; and

(e) Gives contact information for the local legal services office and for the Oregon State Bar's Lawyer Referral Service, identifying those services as possible sources for free or reduced-cost legal services.

(4) A written notice in substantially the following form meets the requirements of subsection (3) of this section:

This notice is to inform you that you must move out of _____ (insert address of group recovery home) by _____ (insert date and time that is not less than 24 hours after delivery of notice).

The reason for this notice is _____ (specify use or possession of alcohol, marijuana or illegal drugs, as applicable, and dates of occurrence).

The proof of your use or possession is _____ (specify facts).

If you did not use or possess alcohol, marijuana or illegal drugs within the seven days before delivery of this notice, if this notice was given in bad faith or if your group recovery home has not substantially complied with ORS 90.440, you may be able to get a court to order the group recovery home to let you move back in. You may also be able to recover monetary damages.

You may be eligible for free legal services at your local legal services office _____ (insert telephone number) or reduced fee legal services through the Oregon State Bar at 1-800-452-7636.

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(5) Within the notice period, a group recovery home shall allow a tenant removed under this section to follow any emergency departure plan that was prepared by the tenant and approved by the group recovery home at the time the tenancy began. If the removed tenant does not have an emergency departure plan, a representative of the group recovery home shall offer to take the removed tenant to a public shelter, detoxification center or similar location if existing in the community.

(6) The date and time for moving out specified in a notice under subsection (3) of this section must be at least 24 hours after the date and time the notice is delivered to the tenant. If the tenant remains on the group recovery home premises after the date and time for moving out specified in the notice, the tenant is a person remaining unlawfully in a dwelling as described in ORS 164.255 and not a person described in ORS 105.115. Only a peace officer may forcibly remove a tenant who remains on the group recovery home premises after the date and time specified for moving out.

(7) A group recovery home that removes a tenant under this section shall send a copy of the notice described in subsection (3) of this section to the Oregon Health Authority no later than 72 hours after delivering the notice to the tenant.

(8) A tenant who is removed under subsection (2) of this section may obtain injunctive relief to recover possession and may recover an amount equal to the greater of actual damages or three times the tenant's monthly rent if:

(a) The group recovery home removed the tenant in bad faith or without substantially complying with this section; or

(b) If removal is under subsection (2)(b)(C) of this section, the removal was wrongful because the tenant did not use or possess alcohol, a marijuana item or illegal drugs.

(9) Notwithstanding ORS 12.125, a tenant who seeks to obtain injunctive relief to recover possession under ORS 105.121 must commence the action to seek relief not more than 90 days after the date specified in the notice for the tenant to move out.

(10) In any court action regarding the removal of a tenant under this section, a group recovery home may present evidence that the tenant used or possessed alcohol, a marijuana item or illegal drugs within seven days preceding the removal, whether or not the evidence was described in the notice required by subsection (3) of this section.

(11) This section does not prevent a group recovery home from terminating a tenancy as provided by any other provision of this chapter and evicting a tenant as provided in ORS 105.105 to 105.168. [2007 c.715 §3; 2009 c.595 §59; 2011 c.644 §§11,61,69; 2013 c.180 §§5,6; 2015 c.174 §3; 2017 c.21 §35]

DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

90.445 Termination of tenant committing criminal act of physical violence. (1) If a tenant perpetrates a criminal act of physical violence related to domestic violence, sexual assault or stalking against a household member who is a tenant, after delivery of at least 24 hours' written notice specifying the act or omission constituting the cause and specifying the date and time of the termination, the landlord may:

(a) Terminate the rental agreement of the perpetrating tenant, but may not terminate the rental agreement of the other tenants; and

(b) If the perpetrator of the criminal act of physical violence related to domestic violence, sexual assault or stalking continues to occupy the premises after the termination date and time specified in the notice, seek a court order under ORS 105.128 to remove the perpetrator from the premises and terminate the perpetrator's tenancy without seeking a return of possession from the remaining tenants.

(2) A landlord that terminates the tenancy of a perpetrator under this section may not require the remaining tenants to pay additional rent or an additional deposit or fee due to exclusion of the perpetrator.

(3) The perpetrator is jointly liable with any other tenants of the dwelling unit for rent or damages to the premises incurred prior to the later of the date the perpetrator vacates the premises or the termination date specified in the notice.

(4) The landlord's burden of proof in a removal action sought under this section is by a preponderance of the evidence. [2007 c.508 §3]

90.449 Landlord discrimination against victim; exception; tenant defenses and remedies. (1) A landlord may not terminate or fail to renew a tenancy, serve a notice to terminate a tenancy, bring or threaten to bring an action for possession, increase rent, decrease services or refuse to enter into a rental agreement:

(a) Because a tenant or applicant is, or has been, a victim of domestic violence, sexual assault or stalking.

(b) Because of a violation of the rental agreement or a provision of this chapter, if the violation consists of an incident of domestic violence, sexual assault or stalking committed against the tenant or applicant.

(c) Because of criminal activity relating to domestic violence, sexual assault or stalking in which the tenant or applicant is the victim, or of any police or emergency response related to domestic violence, sexual assault or stalking in which the tenant or applicant is the victim.

(2) A landlord may not impose different rules, conditions or standards or selectively enforce rules, conditions or standards against a tenant or applicant on the basis that the tenant or applicant is or has been a victim of domestic violence, sexual assault or stalking.

(3) Notwithstanding subsections (1) and (2) of this section, a landlord may terminate the tenancy of a victim of domestic violence, sexual assault or stalking if the landlord has previously given the tenant a written warning regarding the conduct of the perpetrator relating to domestic violence, sexual assault or stalking and:

(a) The tenant permits or consents to the perpetrator's presence on the premises and the perpetrator is an actual and imminent threat to the safety of persons on the premises other than the victim; or

(b) The perpetrator is an unauthorized occupant and the tenant permits or consents to the perpetrator living in the dwelling unit without the permission of the landlord.

(4) If a landlord violates this section:

(a) A tenant or applicant may recover up to two months' periodic rent or twice the actual damages sustained by the tenant or applicant, whichever is greater;

(b) The tenant has a defense to an action for possession by the landlord; and

(c) The applicant may obtain injunctive relief to gain possession of the dwelling unit.

(5) Notwithstanding ORS 105.137 (4), if a tenant asserts a successful defense under subsection (4) of this section to an action for possession, the tenant is not entitled to prevailing party fees, attorney fees or costs and disbursements if the landlord:

(a) Did not know, and did not have reasonable cause to know, at the time of commencing the action that a violation or incident on which the action was based was related to domestic violence, sexual assault or stalking; and

(b) Promptly dismissed tenants other than the perpetrator from the action upon becoming aware that the violation or incident on which the action was based was related to domestic violence, sexual assault or stalking. [2007 c.508 §4; 2011 c.42 §9]

90.450 [Formerly 90.940; 1997 c.303 §5; 1999 c.603 §31; renumbered 90.465 in 2007]

90.453 Termination by tenant who is victim of domestic violence, sexual assault or stalking; verification statement. (1) As used in this section:

(a) "Immediate family member" means, with regard to a tenant who is a victim of domestic violence, sexual assault or stalking, any of the following who is not a perpetrator of the domestic violence, sexual assault or stalking against the tenant:

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

(B) A cohabitant in an intimate relationship;

(C) An unmarried parent of a joint child; or

(D) A child, grandchild, foster child, ward or guardian of the victim or of anyone listed in subparagraph (A), (B) or (C) of this paragraph.

(b) "Qualified third party" means a person that has had individual contact with the tenant and is a law enforcement officer, attorney or licensed health professional or is a victim's

advocate at a victim services provider.

(c) "Verification" means:

(A) A copy of a valid order of protection issued by a court pursuant to ORS 30.866, 107.095 (1)(c), 107.716, 107.718, 107.725, 107.730, 163.738, 163.765, 163.767 or 163.775 or any other federal, state, local or tribal court order that restrains a person from contact with the tenant;

(B) A copy of a federal agency or state, local or tribal police report regarding an act of domestic violence, sexual assault or stalking against the tenant;

(C) A copy of a conviction of any person for an act of domestic violence, sexual assault or stalking against the tenant; or

(D) A statement substantially in the form set forth in subsection (3) of this section.

(d) "Victim services provider" means:

(A) A nonprofit agency or program receiving moneys administered by the Department of Human Services or the Department of Justice that offers safety planning, counseling, support or advocacy to victims of domestic violence, sexual assault or stalking; or

(B) A prosecution-based victim assistance program or unit.

(2)(a) If a tenant gives a landlord at least 14 days' written notice, and the notice so requests, the landlord shall release the tenant and any immediate family member of the tenant from the rental agreement.

(b) The notice given by the tenant must specify the release date and must list the names of any immediate family members to be released in addition to the tenant.

(c) The notice must be accompanied by verification that the tenant:

(A) Is protected by a valid order of protection; or

(B) Has been the victim of domestic violence, sexual assault or stalking within the 90 days preceding the date of the notice. For purposes of this subparagraph, any time the perpetrator was incarcerated or residing more than 100 miles from the victim's home does not count as part of the 90-day period.

(3) A verification statement must be signed by the tenant and the qualified third party and be in substantially the following form:

QUALIFIED THIRD PARTY
VERIFICATION

_____
Name of qualified third party

_____
Name of tenant

PART 1. STATEMENT BY TENANT

I, _____ (Name of tenant), do hereby state as follows:

(A) I or a minor member of my household have been a victim of domestic violence, sexual assault or stalking, as those terms are defined in ORS 90.100.

(B) The most recent incident(s) that I rely on in support of this statement occurred on the following date(s): _____.

___ The time since the most recent incident took place is less than 90 days; or

___ The time since the most recent incident took place is less than 90 days if periods when the perpetrator was incarcerated or was living more than 100 miles from my home are not counted. The perpetrator was incarcerated from _____ to _____. The perpetrator lived more than 100 miles from my home from _____ to _____.

(C) I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

_____
(Signature of tenant)
Date: _____

PART 2. STATEMENT BY QUALIFIED THIRD PARTY

I, _____ (Name of qualified third party), do hereby verify as follows:

(A) I am a law enforcement officer, attorney or licensed health professional or a victim's advocate with a victims services provider, as defined in ORS 90.453.

(B) My name, business address and business telephone are as follows:
_____
_____
_____

(C) The person who signed the statement above has informed me that the person or a minor member of the person's household is a victim of domestic violence, sexual assault or stalking, based on incidents that occurred on the dates listed above.

(D) I reasonably believe the statement of the person above that the person or a minor member of the person's household is a victim of domestic violence, sexual assault or stalking, as those terms are defined in ORS 90.100. I understand that the person who made the statement may use this document as a basis for gaining a release from the rental agreement with the person's landlord.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

_____
(Signature of qualified third party
making this statement)
Date: _____

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(4) A tenant and any immediate family member who is released from a rental agreement pursuant to subsection (2) of this section:

(a) Is not liable for rent or damages to the dwelling unit incurred after the release date; and

(b) Is not subject to any fee solely because of termination of the rental agreement.

(5) Notwithstanding the release from a rental agreement of a tenant who is a victim of domestic violence, sexual assault or stalking and any tenant who is an immediate family member of that tenant, other tenants remain subject to the rental agreement.

(6) A landlord may not disclose any information provided by a tenant under this section to a third party unless the disclosure is:

(a) Consented to in writing by the tenant;

(b) Required for use in an eviction proceeding;

(c) Made to a qualified third party; or

(d) Required by law.

(7) The provision of a verification statement under subsection (2) of this section does not waive the confidential or privileged nature of a communication between the victim of domestic violence, sexual assault or stalking and a qualified third party. [2003 c.378 §4; 2007 c.508 §9; 2011 c.42 §9a; 2015 c.388 §6]

90.456 Other tenants remaining in dwelling unit following tenant termination or exclusion due to domestic violence, sexual assault or stalking. Notwithstanding the release of a tenant who is a victim of domestic violence, sexual assault or stalking, and any immediate family members of that tenant, from a rental agreement under ORS 90.453 or the exclusion of a perpetrator of domestic violence, sexual assault or stalking as provided in ORS 90.459 or 105.128, if there are any remaining tenants of the dwelling unit, the tenancy shall continue for those tenants. Any fee, security deposit or prepaid rent paid by the victim, perpetrator or other tenants shall be applied, accounted for or refunded by the landlord following termination of the tenancy and delivery of possession by the remaining tenants as provided in ORS 90.300 and 90.302. [2003 c.378 §6; 2007 c.508 §10; 2007 c.508 §11; 2011 c.42 §9b]

90.459 Change of locks at request of tenant who is victim of domestic violence, sexual assault or stalking. (1) A tenant may give actual notice to the landlord that the tenant is a victim of domestic violence, sexual assault or stalking and may request that the locks to the dwelling unit be changed. A tenant is not required to provide verification of the domestic violence, sexual assault or stalking to initiate the changing of the locks.

(2) A landlord who receives a request under subsection (1) of this section shall promptly change the locks to the tenant's dwelling unit at the tenant's expense or shall give the tenant permission to change the locks. If a landlord fails to promptly act, the tenant may change the locks without the landlord's permission. If the tenant changes the locks, the tenant shall give a key to the new locks to the landlord.

(3) If the perpetrator of the domestic violence, sexual assault or stalking is a tenant in the same dwelling unit as the victim:

(a) Before the landlord or tenant changes the locks under this section, the tenant must provide the landlord with a copy of an order issued by a court pursuant to ORS 107.716 or 107.718 or any other federal, state, local or tribal court that orders the perpetrator to move out of the dwelling unit.

(b) The landlord has no duty under the rental agreement or by law to allow the perpetrator access to the dwelling unit or provide keys to the perpetrator, during the term of the court order or after expiration of the court order, or to provide the perpetrator access to the perpetrator's personal property within the dwelling unit. Notwithstanding ORS 90.425, 90.435 or 90.675, if a landlord complies completely and in good faith with this section, the landlord is not liable to a perpetrator excluded from the dwelling unit.

(c) The perpetrator is jointly liable with any other tenant of the dwelling unit for rent or damages to the dwelling unit incurred prior to the date the perpetrator was excluded from the dwelling unit.

(d) Except as provided in subsection (2) of this section, the landlord may not require the tenant to pay additional rent or an additional deposit or fee because of the exclusion of the perpetrator.

(e) The perpetrator's tenancy terminates by operation of law upon an order described in paragraph (a) of this subsection becoming a final order. [2003 c.378 §5; 2007 c.508 §11]

MISCELLANEOUS

90.460 Alternate exit from bedroom required; tenant right to recover for landlord noncompliance. (1) As used in this section:

(a) "Bedroom" has the meaning given that term in ORS 90.262.

(b) "Building" means a dwelling unit or a structure containing a dwelling unit.

(2) A landlord shall provide at all times during the tenancy a route or routes of exit from each bedroom and, if required, a secondary route of exit from each bedroom, for use during an emergency. The routes of exit must conform to applicable law in effect at the time of occupancy of the building or in effect after a renovation or change of use of the building, whichever is later.

(3)(a) If the landlord fails to comply with the requirements of this section, the tenant may recover actual damages, and the tenant may terminate the tenancy by providing the landlord actual notice and a description of the noncompliance 72 hours prior to the date of termination.

(b) If the landlord cures the noncompliance within the 72-hour period:

(A) The tenancy does not terminate; and

(B) The tenant may recover the tenant's actual damages.

(c) If the landlord fails to cure the noncompliance within the 72-hour period:

(A) The tenancy terminates;

(B) The tenant may recover twice the tenant's actual damages or twice the periodic rent, whichever is greater; and

(C) The landlord must return all security deposits and prepaid rent owed to the tenant under ORS 90.300 within four days after the termination. [2015 c.388 §13; 2016 c.53 §5]

90.462 Electric vehicle charging stations. (1) A tenant may submit an application to install an electric vehicle charging station for the personal, noncommercial use of the tenant, in compliance with the requirements of this section, in, or near, a parking space assigned to the tenant or the dwelling unit of the tenant.

(2) A landlord may prohibit installation or use of a charging station installed and used in compliance with this section only if the premises do not have at least one parking space per dwelling unit.

(3) When the tenant complies or agrees to comply with the requirements of this section, the landlord shall approve a completed application within 60 days after the tenant submits the

application unless the delay in approving the application is based on a reasonable request for additional information.

(4) A landlord:

(a) May require a tenant to submit an application before installing a charging station.

(b) May require the charging station to meet the architectural standards of the premises.

(c) May impose reasonable charges to recover costs of the review and permitting of a charging station.

(d) May impose reasonable restrictions on the installation and use of the charging station, provided the restrictions do not:

(A) Significantly increase the cost of the charging station; or

(B) Significantly decrease the efficiency or performance of the charging station.

(5) Notwithstanding ORS 479.540, the charging station must be installed and removed by a person that holds a license, as defined in ORS 479.530, to act, at a minimum, as a journeyman electrician.

(6) The tenant is responsible for all costs associated with installation and use of the charging station, including:

(a) The cost of electricity associated with the charging station; and

(b) The cost of damage to the premises that results from the installation, use, maintenance, repair, removal or replacement of the charging station.

(7) If the landlord reasonably determines that the cumulative use of electricity on the premises attributable to the installation and use of charging stations requires the installation of additional infrastructure improvements to provide the premises with a sufficient supply of electricity, the landlord may assess the cost of the additional improvements to each tenant that has installed, or will install, a charging station.

(8) Unless a landlord and tenant negotiate a different outcome, a charging station installed under this section is deemed to be the personal property of the tenant.

(9) A pedestal, or similar, charging station that is hard-wired into the electrical system must be a certified electrical product, as defined in ORS 479.530.

(10) Notwithstanding ORS 90.222, if a charging station, other than one described in subsection (9) of this section, is not a certified electrical product, the owner shall:

(a) Maintain a renter's liability insurance policy in an amount not less than $100,000 that includes coverage of the charging station; and

(b) Name the landlord as a named additional insured under the policy with a right to notice of cancellation of the policy.

(11) This section does not apply to tenancies governed by ORS 90.505 to 90.850. [2017 c.387 §2]

90.465 Right of city to recover from owner for costs of relocating tenant due to condemnation; defense. (1) A city with a population that exceeds 300,000 shall have a right of action against the owner of any premises to recover the reasonable costs of relocation incurred by the city because the condition of the premises causes condemnation and relocation of the tenants at public expense. In order to recover the costs, the city must allege and prove that, due to action or inaction of the owner, the premises are or have been in multiple and material violation of applicable health or safety codes for a period of more than 30 days and that the violation endangers the health or safety of the tenants or the public, or both.

(2) It shall be an affirmative defense to recovery of relocation costs incurred for any tenant that the condition was caused by the action or negligence of that tenant.

(3) The official responsible for city code enforcement shall notify the owner in writing when the official finds the premises to be in a condition that may cause tenant relocation. The notice shall also inform the owner of the potential liability for relocation costs.

(4) A landlord may not terminate a rental agreement because of the receipt of the notice required by subsection (3) of this section except for the reasons set forth in ORS 90.385 (4). The owner is not liable for tenant relocation costs if the termination is for the reasons set forth in ORS 90.385 (4)(b).

(5) The action provided in subsection (1) of this section is in addition to any other action that may be brought against an owner under any other provision of law. [Formerly 90.450]

90.472 Termination by tenant called into active state service by Governor. (1) As used in this section, "state service member" means a member of the organized militia who is called into active service of the state by the Governor under ORS 399.065 (1) for 90 or more consecutive days.

(2) A tenant may terminate a rental agreement upon written notice if the tenant provides the landlord with proof of official orders showing that the tenant is a state service member.

(3) A termination of a rental agreement under this section is effective the earlier of:

(a) Thirty days after the date the next rental payment is due; or

(b) On the last day of the month after the month in which written notice is given.

(4) Notwithstanding ORS 90.300 (7)(a)(A) and 90.430, a tenant who terminates a lease under subsection (2) of this section is not:

(a) Subject to a penalty, fee, charge or loss of deposit because of the termination; or

(b) Liable for any rent beyond the effective date of the termination as determined under subsection (3) of this section. [2003 c.387 §2; 2009 c.431 §14; 2011 c.42 §15]

90.475 Termination by tenant due to service with Armed Forces or commissioned corps of National Oceanic and Atmospheric Administration. (1) A tenant may terminate a rental agreement upon written notice if the tenant provides the landlord with proof of official orders showing that the tenant is:

(a) Enlisting for active service in the Armed Forces of the United States;

(b) Serving as a member of a National Guard or other reserve component or an active service component of the Armed Forces of the United States and ordered to active service outside the area for a period that will exceed 90 days;

(c) Terminating active service in the Armed Forces of the United States;

(d) A member of the Public Health Service of the United States Department of Health and Human Services detailed by proper authority for duty with the Army or Navy of the United States and:

(A) Ordered to active service outside the area for a period that will exceed 90 days; or

(B) Terminating the duty and moving outside the area within the period that the member is entitled by federal law to the storage or shipment of household goods; or

(e) A member of the commissioned corps of the National Oceanic and Atmospheric Administration ordered to active service outside the area for a period that will exceed 90 days.

(2) As used in subsection (1) of this section, "Armed Forces of the United States" means the Air Force, Army, Coast Guard, Marine Corps or Navy of the United States.

(3) A termination of a rental agreement under this section is effective on the earlier of:

(a) A date determined under the provisions of any applicable federal law; or

(b) The later of:

(A) 30 days after delivery of the notice;

(B) 30 days before the earliest reporting date on orders for active service;

(C) A date specified in the notice; or

(D) 90 days before the effective date of the orders if terminating duty described under subsection (1)(d)(B) of this section or terminating any active service described in this section.

(4) Notwithstanding ORS 90.300 (7)(a)(A) and 90.430, a tenant who terminates a lease under subsection (1) of this section is not:

(a) Subject to a penalty, fee, charge or loss of deposit because of the termination; or

(b) Liable for any rent beyond the effective date of the termination as determined under subsection (3) of this section. [1999 c.276 §2; 2009 c.431 §15; 2011 c.42 §16; 2012 c.106 §1]

90.485 Restrictions on landlord removal of vehicle; exceptions. (1) A landlord may have a motor vehicle removed from the premises only in compliance with this section and either ORS 98.810 to 98.818 or ORS 98.830 and 98.840.

(2) Except as provided in ORS 90.425 regarding abandoned vehicles, a landlord may have a motor vehicle removed from the premises without notice to the owner or operator of the vehicle only if the vehicle:

(a) Blocks or prevents access by emergency vehicles;

(b) Blocks or prevents entry to the premises;

(c) Violates a prominently posted parking prohibition;

(d) Blocks or is unlawfully parked in a space reserved for persons with disabilities;

(e) Is parked in an area not intended for motor vehicles including, but not limited to, sidewalks, lawns and landscaping;

(f) Is parked in a space reserved for tenants but is not assigned to a tenant and does not display a parking tag or other device, as provided by subsection (3) of this section; or

(g) Is parked in a specific space assigned to a tenant, as provided by subsection (4) of this section.

(3) A landlord may have a motor vehicle removed from the premises under subsection (2)(f) of this section only if the landlord:

(a) Provides parking tags or other devices that identify vehicles that are authorized to be parked on the premises;

(b) Provides a tenant with parking tags or other devices to be used on a vehicle other than the tenant's primary vehicle if the tenant wants to park a vehicle on the premises in lieu of the tenant's primary vehicle; and

(c) Enters into written agreements with the owners or operators of vehicles authorized to park on the premises that:

(A) Authorize the landlord to have a vehicle removed from the premises without notice for failing to display the parking tag, sticker or other device;

(B) Unless the information is disclosed on prominent signs posted on the premises, disclose to the owners or operators of authorized vehicles the name, address and contact information of the tow company that is authorized to remove vehicles from the premises; and

(C) Specify whether guest parking is allowed and, if guest parking is allowed, describe methods for identifying guest parking spaces or identifying authorized guest vehicles.

(4) If a landlord assigns a specific parking space to a tenant, the landlord may have a vehicle towed under subsection (2)(g) of this section from the assigned parking space only with the agreement of the tenant at the time of the tow. The landlord may not require the tenant to agree to towing.

(5) If guest parking is allowed, the landlord shall post a sign in each designated guest parking space that is clearly readable by an operator of motor vehicle and that specifies any

rules, restrictions or limitations on parking in the designated guest parking space.

(6) A landlord may have a motor vehicle that is inoperable, but otherwise parked in compliance with an agreement between the landlord and the owner or operator of the vehicle, removed from the premises if the landlord affixes a prominent notice to the vehicle stating that the vehicle will be towed if the vehicle is not removed or otherwise brought into compliance with the agreement. The landlord must affix the notice required by this subsection at least 72 hours before the vehicle may be removed.

(7) A landlord may not have a motor vehicle removed under this section because the vehicle's registration has expired or is otherwise invalid.

(8) This section does not:

(a) Apply to a landlord of a facility.

(b) Affect the obligations imposed on a landlord under ORS 98.810 to 98.818 or under ORS 98.830 and 98.840. [2007 c.565 §2; 2009 c.622 §4; 2017 c.480 §18]

90.490 Prohibited acts in anticipation of notice of conversion to condominium; damages. (1) A tenant may bring an action against a building landlord if for the purpose of avoiding, or assisting a declarant of a conversion condominium in avoiding, the requirements under ORS 100.301 to 100.320:

(a) Within one year before the declarant records the declaration under ORS 100.100, the landlord gives a tenant a 30-day notice without stated cause; or

(b) Within one year before the declarant records the declaration under ORS 100.100, the landlord increases the rent in excess of the percentage increase in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor.

(2) If a court finds that a landlord has taken an action described in subsection (1) of this section for the purpose of avoiding, or assisting a declarant of a conversion condominium in avoiding, the requirements under ORS 100.301 to 100.320, the court may award the tenant the greater of:

(a) Six times the monthly rent for the dwelling unit; or

(b) Twice the actual damages to the tenant arising out of the termination or rent increase.

(3) The time allowed under ORS 12.125 to commence an action under this section begins on the date the declarant records the declaration under ORS 100.100. [2007 c.705 §6; 2019 c.57 §6]

90.493 Prohibited acts following notice of conversion to condominium; damages. (1) The landlord of a building for which a declarant of a conversion condominium has issued the tenant a notice of conversion under ORS 100.305 may not:

(a) Give the tenant a 30-day notice without stated cause that causes the tenancy to terminate on a date that is prior to the end of the 120-day period described in ORS 100.305 or the 60-day period described in ORS 100.310; or

(b) Increase the rent for the dwelling unit in excess of:

(A) Any scheduled increase provided for in a written rental agreement; or

(B) A percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor.

(2) A tenant may bring an action against a landlord that violates subsection (1) of this section to recover the greater of:

(a) Six times the monthly rent for the dwelling unit; or

(b) Twice the actual damages to the tenant arising out of the termination. [2007 c.705 §5; 2019 c.57 §7]

90.500 [Formerly 91.868; 1991 c.844 §4; 1993 c.580 §2; repealed by 1995 c.559 §58]

MANUFACTURED DWELLING PARKS AND MARINAS

(General Provisions)

90.505 Definitions for ORS 90.505 to 90.850; application of statutes. (1) As used in ORS 90.505 to 90.850:

(a) "Deterioration":

(A) Includes a collapsing or failing staircase or railing, one or more holes in a wall or roof, an inadequately supported window air conditioning unit, falling gutters, siding or skirting, or paint that is peeling or faded as to threaten the useful life or integrity of the siding.

(B) Does not include aesthetic or cosmetic concerns.

(b) "Disrepair":

(A) Means the state of being in need of repair because a component is broken, collapsing, creating a safety hazard or generally in need of maintenance.

(B) Includes the need to correct a failure to conform with applicable building and housing codes at the time of:

(i) Installation of the manufactured dwelling or floating home on the site.

(ii) Making improvements to the manufactured dwelling or floating home following installation.

(c) "Rent a space for a manufactured dwelling or floating home," or similar wording, means a transaction creating a rental agreement in which the owner of a manufactured dwelling or floating home secures the right to locate the dwelling or home on the real property of another in a facility for use as a residence in return for value, and in which the owner of the manufactured dwelling or floating home retains no interest in the real property at the end of the transaction.

(2) Unless otherwise provided, ORS 90.100 to 90.465 apply to rental agreements that are subject to ORS 90.505 to 90.850. However, to the extent of inconsistency, the applicable provisions of ORS 90.505 to 90.850 control over the provisions of ORS 90.100 to 90.465. [Formerly 91.873; 1991 c.844 §5; 1999 c.676 §19; 2017 c.324 §1]

90.510 Statement of policy; rental agreement; rules and regulations; remedies. (1) Every landlord who rents a space for a manufactured dwelling or floating home shall provide a written statement of policy to prospective and existing tenants. The purpose of the statement of policy is to provide disclosure of the landlord's policies to prospective tenants and to existing tenants who have not previously received a statement of policy. The statement of policy is not a part of the rental agreement. The statement of policy shall provide all of the following information in summary form:

(a) The location and approximate size of the space to be rented.

(b) The federal fair-housing age classification and present zoning that affect the use of the rented space.

(c) The facility policy regarding rent adjustment and a rent history for the space to be rented. The rent history must, at a minimum, show the rent amounts on January 1 of each of

the five preceding calendar years or during the length of the landlord's ownership, leasing or subleasing of the facility, whichever period is shorter.

(d) The personal property, services and facilities that are provided by the landlord.

(e) The installation charges that are imposed by the landlord and the installation fees that are imposed by government agencies.

(f) The facility policy regarding rental agreement termination including, but not limited to, closure of the facility.

(g) The facility policy regarding facility sale.

(h) The facility policy regarding mandatory mediation under ORS 90.767 and informal dispute resolution, if any, under ORS 90.769.

(i) The utilities and services that are available, the name of the person furnishing them and the name of the person responsible for payment.

(j) The facility policy regarding methods of billing for utilities and services as described in ORS 90.560 to 90.584.

(k) If a tenants' association exists for the facility, a one-page summary about the tenants' association. The tenants' association shall provide the summary to the landlord.

(L) Any facility policy regarding the removal of a manufactured dwelling, including a statement that removal requirements may impact the market value of a dwelling.

(m) Any facility policy regarding the planting of trees on the rented space for a manufactured dwelling.

(n) Any requirement to obtain and maintain renter's liability insurance under ORS 90.527.

(2) The rental agreement and the facility rules and regulations must be attached as an exhibit to the statement of policy. If the recipient of the statement of policy is a tenant, the rental agreement attached to the statement of policy must be a copy of the agreement entered by the landlord and tenant.

(3) The landlord shall give:

(a) Prospective tenants a copy of the statement of policy before the prospective tenants sign rental agreements;

(b) Existing tenants who have not previously received a copy of the statement of policy and who are on month-to-month rental agreements a copy of the statement of policy at the time a 90-day notice of a rent increase is issued; and

(c) All other existing tenants who have not previously received a copy of the statement of policy a copy of the statement of policy upon the expiration of their rental agreements and before the tenants sign new agreements.

(4) Every landlord who rents a space for a manufactured dwelling or floating home shall provide a written rental agreement, except as provided by ORS 90.710 (2)(d). The agreement must be signed by the landlord and tenant and may not be amended by one of the parties to the contract except by:

(a) Mutual agreement of the parties;

(b) The landlord unilaterally under ORS 90.155 (4), 90.302 (9), 90.530, 90.566, 90.574, 90.578 (3), 90.600, 90.610, 90.643, 90.725 (3)(f) and (7), 90.727 or 90.767 (9); or

(c) Those provisions required by changes in statute or ordinance.

(5) The rental agreement required by subsection (4) of this section must specify:

(a) The location and approximate size of the rented space.

(b) The federal fair-housing age classification.

(c) The rent per month.

(d) All personal property, services and facilities provided by the landlord.

(e) All security deposits, fees and installation charges imposed by the landlord.

(f) Any facility policy regarding the planting of trees on the rented space for a manufactured dwelling.

(g) Improvements that the tenant may or must make to the rental space, including plant materials and landscaping.

(h) Provisions for dealing with improvements to the rental space at the termination of the tenancy.

(i) Any conditions the landlord applies in approving a purchaser of a manufactured dwelling or floating home as a tenant in the event the tenant elects to sell the home. Those conditions must be in conformance with state and federal law and may include, but are not limited to, conditions as to pets, number of occupants and screening or admission criteria.

(j) That the tenant may not sell the tenant's manufactured dwelling or floating home to a person who intends to leave the manufactured dwelling or floating home on the rental space until the landlord has accepted the person as a tenant.

(k) The term of the tenancy.

(L) The process by which the rental agreement or rules and regulations may be changed that is consistent with ORS 90.610.

(m) The process by which the landlord or tenant shall give notices.

(n) That either party may request no-cost mandatory mediation of disputes through the Housing and Community Services Department or a dispute resolution program described in ORS 36.155 and the process by which mandatory mediation is initiated and conducted that is consistent with ORS 90.767.

(o) Any requirement to obtain and maintain renter's liability insurance under ORS 90.527.

(6) Every landlord who rents a space for a manufactured dwelling or floating home shall provide rules and regulations concerning the tenant's use and occupancy of the premises. A violation of the rules and regulations may be cause for termination of a rental agreement. However, this subsection does not create a presumption that all rules and regulations are identical for all tenants at all times. A rule or regulation is enforceable against the tenant only if:

(a) The rule or regulation:

(A) Promotes the convenience, safety or welfare of the tenants;

(B) Preserves the landlord's property from abusive use; or

(C) Makes a fair distribution of services and facilities held out for the general use of the tenants.

(b) The rule or regulation:

(A) Is reasonably related to the purpose for which it is adopted and is reasonably applied;

(B) Is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct to fairly inform the tenant of what the tenant shall do or may not do to comply; and

(C) Is not for the purpose of evading the obligations of the landlord.

(7)(a) A landlord who rents a space for a manufactured dwelling or floating home may adopt a rule or regulation regarding occupancy guidelines. If adopted, an occupancy guideline in a facility must be based on reasonable factors and not be more restrictive than limiting occupancy to two people per bedroom.

(b) As used in this subsection:

(A) Factors to be considered in determining reasonableness include:

(i) The size of the dwelling.

(ii) The size of the rented space.

(iii) Any discriminatory impact as described in ORS 659A.421 and 659A.425.

(iv) Limitations placed on utility services governed by a permit for water or sewage disposal.

(B) "Bedroom" means a room that is intended to be used primarily for sleeping purposes and does not include bathrooms, toilet compartments, closets, halls, storage or utility space and similar areas.

(8) Intentional and deliberate failure of the landlord to comply with subsections (1) to (3) of this section is cause for suit or action to remedy the violation or to recover actual damages. The prevailing party is entitled to reasonable attorney fees and court costs.

(9) A receipt signed by the potential tenant or tenants for documents required to be delivered by the landlord pursuant to subsections (1) to (3) of this section is a defense for the landlord in an action against the landlord for nondelivery of the documents.

(10) A suit or action arising under subsection (8) of this section must be commenced within one year after the discovery or identification of the alleged violation.

(11) Every landlord who publishes a directory of tenants and tenant services must include a one-page summary regarding any tenants' association. The tenants' association shall provide the summary to the landlord. [Formerly 91.875; 1991 c.844 §6; 1993 c.580 §3; 1995 c.559 §34; 1997 c.304 §3; 1997 c.305 §1; 1997 c.577 §26; 1999 c.603 §32; 1999 c.676 §20; 2001 c.596 §35a; 2005 c.22 §63; 2005 c.391 §23; 2005 c.619 §19b; 2009 c.816 §5; 2011 c.503 §5; 2013 c.443 §8; 2019 c.625 §53; 2021 c.260 §13]

90.512 Definitions for ORS 90.514 and 90.518. As used in this section and ORS 90.514, 90.516 and 90.518:

(1) "Buyer" has the meaning given that term in ORS 72.1030.

(2) "Converted rental space" means a rental lot that is located in a subdivision created as provided under ORS 92.010 to 92.192.

(3) "Improvements" has the meaning given that term in ORS 646A.050.

(4) "Manufactured dwelling park" means any place where four or more manufactured dwellings are located within 500 feet of one another on a lot, tract or parcel of land under the same ownership, the primary purpose of which is to rent or lease space or keep space for rent or lease to any person for a charge or fee paid or to be paid for the rental or lease or use of facilities or to offer space free in connection with securing the trade or patronage of the person.

(5) "Provider" means a contractor, manufactured dwelling dealer or landlord that is licensed under ORS chapter 701 and that contracts with a buyer for improvements to be made to a manufactured dwelling site in a manufactured dwelling park or to a converted rental space.

(6) "Statement of estimated costs" means a written list of the charges, fees, services, goods and accessories that a provider knows or should know are associated with the making of an improvement contracted by the provider and the total estimated cost to the buyer for the improvement. [2001 c.282 §2; 2001 c.969 §4; 2005 c.41 §3]

90.514 Disclosure to prospective tenant of improvements required under rental agreement. (1) Before a prospective tenant signs a rental agreement for space in a manufactured dwelling park or for a converted rental space, the landlord must provide the prospective tenant with a written statement that discloses the improvements that the landlord will require under the rental agreement. The written statement must be in the format developed by the Attorney General pursuant to ORS 90.516 and include at least the following:

(a) A notice that the tenant may select and contract directly with a contractor to be the provider of an improvement.

(b) Separately stated and identifiable information for each required improvement that specifies:

(A) The dimensions, materials and finish for improvements to be constructed;

(B) The installation charges imposed by the landlord and the installation fees imposed by government agencies;

(C) The system development charges to be paid by the tenant; and

(D) The site preparation requirements and restrictions, including, but not limited to, requirements and restrictions on the use of plants and landscaping.

(c) Identification of the improvements that belong to the tenant and the improvements that must remain with the space.

(2) Except as provided in ORS 41.740, a written statement provided under this section is considered to contain all of the terms relating to improvements that a prospective tenant must make under the rental agreement. There may be no evidence of the terms of the written statement other than the contents of the written statement. [2001 c.282 §3; 2005 c.41 §4]

90.515 [1991 c.844 §2; repealed by 1995 c.559 §58]

90.516 Model statement for disclosure of improvements required under rental agreement; rules. The Attorney General, by rule, shall adopt a model written statement for use by manufactured dwelling park and converted rental space landlords pursuant to ORS 90.514. [2001 c.282 §5; 2005 c.41 §5]

90.518 Provider statement of estimated cost of improvements. (1) A provider shall give the buyer a statement of estimated costs for all improvements to be made under a contract between the buyer and the provider. The provider shall deliver the statement of estimated costs to the buyer before work commences on any of the improvements covered by the contract.

(2) If a provider fails to give a statement of estimated costs or knowingly fails to give a complete statement of estimated costs, a buyer who does not have actual notice of the total cost for an improvement and suffers an ascertainable loss due to the failure by the provider may bring an action to recover the greater of actual damages or $200.

(3) Except as provided in ORS 41.740, a statement of estimated costs given under this section is considered to contain all of the terms of the contract between the buyer and the provider. The contents of the statement of estimated costs are the only admissible evidence of the terms of the contract between the buyer and the provider. [2001 c.282 §4; 2005 c.41 §6]

90.525 Unreasonable conditions of rental or occupancy prohibited; notice of rights. (1) A landlord may not impose conditions of rental or occupancy which unreasonably restrict the tenant or prospective tenant in choosing a fuel supplier, furnishings, goods, services or accessories.

(2) A landlord may not prohibit a tenant from engaging a real estate agent or a licensed manufactured structure dealer of the tenant's choice to facilitate the sale or sublease allowed under ORS 90.555 of the tenant's manufactured dwelling or floating home.

(3) The landlord of a facility may not require the prospective tenant to purchase a manufactured dwelling or floating home from a particular dealer or one of a group of dealers.

(4) A landlord renting a space for a manufactured dwelling or floating home may not give preference to a prospective tenant who purchased a manufactured dwelling or floating home

from a particular dealer.

(5) A manufactured dwelling or floating home dealer may not, as a condition of sale, require a purchaser to rent a space for a manufactured dwelling or floating home in a particular facility or one of a group of facilities, except that a dealer who is a landlord of a facility may require a purchaser of a dwelling or home from the landlord to rent a space for the dwelling or home in the landlord's facility.

(6) At the time of evaluating an applicant under ORS 90.303 or a prospective purchaser under ORS 90.680 (10)(a) or upon the execution of a rental agreement, whichever is earlier, the landlord of a facility shall provide the applicant, purchaser or tenant a copy of an informational handout regarding rights of tenants and landlords when a tenant is selling a manufactured dwelling or floating home in a facility, in a form prescribed by the Housing and Community Services Department. [Formerly 91.895; 1991 c.844 §7; 2019 c.268 §2]

90.527 Renter's liability insurance in park. (1) A landlord may require a tenant in a manufactured dwelling park to obtain and maintain renter's liability insurance only if:

(a) The insurance requirement is in the park's statement of policy and in the written rental agreement.

(b) The landlord obtains and maintains comparable liability insurance.

(c) Documentation, including a certificate of coverage, that shows the landlord's insurance coverage is posted in a common area or delivered or made available to any tenant by request, orally or in writing.

(d) The amount of required coverage does not exceed $100,000 per occurrence.

(2) A landlord may require an applicant to:

(a) Provide documentation of renter's liability insurance coverage before the tenancy begins.

(b) Name the landlord as an interested party on the tenant's renter's insurance policy authorizing the insurer to notify the landlord of:

(A) Cancellation or nonrenewal of the policy;

(B) Reduction of policy coverage; or

(C) Removal of the landlord as an interested party.

(c) Provide documentation on a periodic basis related to the coverage period of the renter's liability insurance policy.

(3) A landlord may not:

(a) Require that a tenant obtain renter's liability insurance from a particular insurer;

(b) Require that a tenant name the landlord as an additional insured or as having any special status on the tenant's renter's liability insurance policy other than as an interested party for the purposes described in subsection (2)(b) of this section;

(c) Require that a tenant waive the insurer's subrogation rights; or

(d) Make a claim against the tenant's renter's liability insurance unless:

(A) The claim is for damages or costs for which the tenant is legally liable and not for damages or costs that result from ordinary wear and tear, acts of God or the conduct of the landlord;

(B) The claim is greater than any security deposit of the tenant; and

(C) The landlord provides a copy of the claim to the tenant contemporaneous with filing the claim with the insurer. [2021 c.260 §11]

90.528 Use of common areas or facilities. (1) A landlord who rents a space for a manufactured dwelling may require a deposit for the use of common areas or facilities by a

tenant or tenants. The amount of any deposit charged for the use of common areas or facilities shall be reasonably based on the potential cleaning cost or other costs associated with the use of the area or facility. Conditions for return of a deposit shall be stated in writing and made available to the tenant or tenants placing the deposit.

(2) No tenant shall be required to acquire a bond or insurance policy as a precondition for the use of common areas or facilities.

(3) A landlord who rents a space for a manufactured dwelling shall not prohibit use of a common area or facility if the purpose of the prohibition is to prevent the use of the area or facility for tenant association meetings, tenant organizing meetings or other lawful tenant activities. [1997 c.303 §§3,4]

Note: 90.528 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 90 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

90.530 Pets in facilities; rental agreements; violations. (1) Notwithstanding a change in the rules and regulations of a manufactured dwelling or floating home facility that would prohibit pets, a tenant may keep a pet that is otherwise legally living with the tenant at the time the landlord provides notice of the proposed change to the rules and regulations of the facility. The tenant may replace a pet with a pet similar to the one living with the tenant at the time the landlord provided notice of the proposed change. New rules and regulations that regulate the activities of pets shall apply to all pets in the facility, including those pets that were living in the facility prior to the adoption of the new rules or regulations.

(2) A rental agreement between a landlord renting a space for a manufactured dwelling or floating home and a tenant renting the space must comply with the following:

(a) A landlord may not charge a one-time, monthly or other periodic amount based on the tenant's possession of a pet.

(b) A landlord may provide written rules regarding control, sanitation, number, type and size of pets. The landlord may require the tenant to sign a pet agreement and to provide proof of liability insurance. The landlord may require the tenant to make the landlord a co-insured for the purpose of receiving notice in the case of cancellation of the insurance.

(c) A landlord may charge a tenant an amount for a violation of a written pet agreement or rules relating to pets not to exceed $50 for each violation. [1997 c.304 §2; 2001 c.596 §35b; 2003 c.378 §17]

90.531 [2005 c.619 §5; 2019 c.625 §42; renumbered 90.560 in 2019]

90.532 [2005 c.619 §6; 2007 c.71 §24; 2009 c.305 §1; 2009 c.816 §§6,6a; 2011 c.503 §§6,6a; 2013 c.443 §14; 2019 c.625 §43; renumbered 90.562 in 2019]

90.533 [2009 c.816 §2; 2019 c.625 §54; renumbered 90.566 in 2019]

90.534 [2005 c.619 §7; 2009 c.305 §2; 2009 c.816 §7; 2019 c.625 §44; renumbered 90.568 in 2019]

90.535 [2009 c.816 §3; renumbered 90.564 in 2019]

90.536 [2005 c.619 §8; 2009 c.305 §3; 2011 c.503 §8; 2019 c.625 §45; renumbered 90.572 in 2019]

90.537 [2005 c.619 §9; 2009 c.816 §8; 2011 c.503 §9; 2019 c.625 §46; renumbered 90.574 in 2019]

90.538 [2009 c.816 §4; 2019 c.625 §47; renumbered 90.582 in 2019]

90.539 [2005 c.619 §10; 2019 c.625 §47a; renumbered 90.580 in 2019]

90.540 [2001 c.596 §23; renumbered 90.550 in 2011]

90.541 [2011 c.503 §2; renumbered 90.576 in 2019]

90.543 [2009 c.479 §1; 2011 c.503 §4; 2013 c.443 §9; 2019 c.625 §48; renumbered 90.578 in 2019]

90.545 Fixed term tenancy expiration; renewal or extension; new rental agreements; tenant refusal of new rental agreement; written storage agreement upon termination of tenancy. (1) Except as provided under subsections (2) to (6) of this section, a fixed term tenancy for space for a manufactured dwelling or floating home, upon reaching its ending date, automatically renews as a month-to-month tenancy having the same terms and conditions, other than duration and rent increases under ORS 90.600, unless the tenancy is terminated under ORS 90.380 (5)(b), 90.394, 90.396, 90.398, 90.630 or 90.632.

(2) To renew or extend a fixed term tenancy for another term, of any duration that is consistent with ORS 90.550, the landlord shall submit the proposed new rental agreement to the tenant at least 60 days prior to the ending date of the term. The landlord shall include with the proposed agreement a written statement that summarizes any new or revised terms, conditions, rules or regulations.

(3) Notwithstanding ORS 90.610 (2), a landlord's proposed new rental agreement may include new or revised terms, conditions, rules or regulations, if the new or revised terms, conditions, rules or regulations:

(a)(A) Fairly implement a statute or ordinance adopted after the creation of the existing agreement; or

(B) Are the same as those offered to new or prospective tenants in the facility at the time the proposed agreement is submitted to the tenant and for the six-month period preceding the submission of the proposed agreement or, if there have been no new or prospective tenants during the six-month period, are the same as are customary for the rental market;

(b) Are consistent with the rights and remedies provided to tenants under this chapter, including the right to keep a pet pursuant to ORS 90.530;

(c) Do not relate to the age, size, style, construction material or year of construction of the manufactured dwelling or floating home contrary to ORS 90.632 (2); and

(d) Do not require an alteration of the manufactured dwelling or floating home or alteration or new construction of an accessory building or structure.

(4) A tenant shall accept or reject a landlord's proposed new rental agreement at least 30 days prior to the ending of the term by giving written notice to the landlord.

(5) If a landlord fails to submit a proposed new rental agreement as provided by subsection (2) of this section, the tenancy renews as a month-to-month tenancy as provided by subsection

(1) of this section.

(6) If a tenant fails to accept or unreasonably rejects a landlord's proposed new rental agreement as provided by subsection (4) of this section, the fixed term tenancy terminates on the ending date without further notice and the landlord may take possession by complying with ORS 105.105 to 105.168.

(7) If a tenancy terminates under conditions described in subsection (6) of this section, and the tenant surrenders or delivers possession of the premises to the landlord prior to the filing of an action pursuant to ORS 105.110, the tenant has the right to enter into a written storage agreement with the landlord, with the tenant having the same rights and responsibilities as a lienholder under ORS 90.675 (20), except that the landlord may limit the term of the storage agreement to not exceed six months. Unless the parties agree otherwise, the storage agreement must commence upon the date of the termination of the tenancy. The rights under ORS 90.675 of any lienholder are delayed until the end of the tenant storage agreement. [2001 c.596 §24; 2003 c.658 §6; 2005 c.22 §64; 2005 c.391 §24; 2015 c.217 §17; 2019 c.625 §52]

90.550 Permissible forms of tenancy; minimum fixed term. A rental agreement for a space for a manufactured dwelling or floating home must be a month-to-month or fixed term tenancy. A rental agreement for a fixed term tenancy must have a duration or term of at least two years. [Formerly 90.540]

90.555 Subleasing agreements. (1) As used in this section:

(a) "Actively markets for sale" means that the facility tenant:

(A) Places a for-sale sign on the dwelling or home;

(B) Retains a broker, real estate agent, or manufactured structure dealer to assist in the sale; and

(C) Advertises the dwelling or home for sale in a newspaper or online.

(b) "Facility landlord" means the landlord of the facility.

(c) "Facility tenant" means the owner of the manufactured dwelling or floating home, who is the tenant of the facility landlord under the rental agreement.

(d) "Rental agreement" means the rental agreement between the facility landlord and facility tenant.

(e) "Renter" means a person other than the facility tenant who is lawfully occupying the manufactured dwelling or floating home under a subleasing agreement.

(f) "Subleasing agreement" means the written agreement between the facility landlord, facility tenant, and renter concerning the occupancy of the renter and the rights of the parties.

(2) A facility tenant may not rent the facility tenant's manufactured dwelling or floating home to another person for a period exceeding three days unless the facility landlord, facility tenant and renter enter into a written subleasing agreement specifying the rights and obligations of the facility landlord, facility tenant and renter during the renter's occupancy of the dwelling or home. The subleasing agreement shall require the renter to timely pay to the facility landlord the space rent, any separately assessed fees payable under the rental agreement and any separately billed utility or service charge described in ORS 90.560 to 90.584. The subleasing agreement shall also grant the renter the same rights as the facility tenant to cure a violation of the rental agreement for the facility space, to require the facility landlord to comply with ORS 90.730 and to be protected from retaliatory conduct under ORS 90.765. This subsection does not authorize a facility tenant to sublease to a renter in violation of the rental agreement.

(3) Notwithstanding ORS 90.100 (48), a facility tenant who enters into a subleasing agreement remains the tenant of the facility space and retains all rights and obligations under the rental agreement and this chapter. The occupancy by a renter does not constitute abandonment of the dwelling or home by the facility tenant.

(4) The rights and obligations of the renter under a subleasing agreement are in addition to the rights and obligations retained by the facility tenant under subsection (3) of this section and any rights or obligations of the facility tenant and renter under ORS 90.100 to 90.465.

(5) Unless otherwise provided in the subleasing agreement, and without regard to whether the facility landlord terminates the rental agreement, a facility landlord may terminate a subleasing agreement:

(a) Without cause by giving the renter written notice not less than 30 days prior to the termination;

(b) If a condition described in ORS 90.380 (5)(b) exists for the facility space, by giving the renter the same notice to which the facility tenant is entitled under ORS 90.380 (5)(b); or

(c) Subject to the right to cure:

(A) For nonpayment of facility space rent under ORS 90.394 or 90.630; or

(B) For any conduct by the renter that would be a violation of the rental agreement under ORS 90.396 or 90.398 if committed by the facility tenant.

(6) Upon termination of a subleasing agreement by the facility landlord, whether with or without cause, the renter and the facility tenant are excused from continued performance under any subleasing agreement.

(7)(a) If, during the term of a subleasing agreement, the facility landlord gives notice to the facility tenant of a rental agreement violation, a law or ordinance violation or the facility's closure, conversion or sale, the landlord shall also promptly give a copy of the notice to the renter. The giving of notice to the renter does not constitute notice to the facility tenant unless the facility tenant has expressly appointed the renter as the facility tenant's agent for purposes of receiving notice.

(b) If the facility landlord gives notice to the renter that the landlord is terminating the subleasing agreement, the landlord shall also promptly give a copy of the notice to the facility tenant by written notice.

(c) If, during the term of a subleasing agreement, the facility tenant gives notice to the facility landlord of a rental agreement violation, termination of tenancy or sale of the manufactured dwelling or floating home, the facility tenant shall also promptly give a copy of the notice to the renter.

(d) If the renter gives notice to the facility landlord of a violation of ORS 90.730, the renter shall also promptly give a copy of the notice to the facility tenant.

(8) Before entering into a sublease agreement, the facility landlord may screen a renter under ORS 90.303, but may not apply to the renter credit and conduct screening criteria that is more restrictive than the landlord applies to applicants for a tenancy of a dwelling or home that is either owned by the landlord or on consignment with the landlord under ORS 90.680.

(9) Notwithstanding subsection (2) of this section, if a facility landlord rents or has a policy of renting manufactured dwellings or floating homes that are listed for sale by the facility landlord, the facility landlord may not prohibit the facility tenant from entering into a subleasing agreement while the facility tenant actively markets for sale the facility tenant's manufactured dwelling or floating home. [2007 c.831 §2; 2011 c.42 §12; 2013 c.443 §10; 2015 c.217 §8; 2019 c.268 §3; 2019 c.625 §55; 2021 c.260 §14]

(Utility and Service Charges)

90.560 Definitions for ORS 90.560 to 90.584. As used in ORS 90.560 to 90.584:

(1) "Direct billing" means a relationship between the tenant and the utility or service provider in which:

(a) The provider provides the utility or service directly to the tenant's space, including any utility or service line, and bills the tenant directly; and

(b) The landlord does not act as a provider.

(2) "Park specific billing" means a relationship between the manufactured dwelling park landlord, tenant and utility or service provider in which:

(a) The provider provides the utility or service to the landlord;

(b) The landlord provides the utility or service directly to the tenant's space; and

(c) The landlord uses a billing method to fairly apportion the utility or service as approved by a majority of the manufactured dwelling park tenants.

(3) "Pro rata billing" means a relationship between the landlord, tenant and utility or service provider in which:

(a) The provider provides the utility or service to the landlord;

(b) The landlord provides the utility or service directly to the tenant's space or to a common area available to the tenant as part of the tenancy; and

(c) The landlord bills the tenant for a utility or service charge separately from the rent in an amount determined by apportioning on a pro rata basis the provider's charge to the landlord as measured by a master meter.

(4) "Public service charge" has the meaning given the term in ORS 90.315.

(5) "Rent-included billing" means a relationship between the landlord, tenant and utility or service provider in which:

(a) The provider provides the utility or service to the landlord;

(b) The landlord provides the utility or service directly to the tenant's space or to a common area available to the tenant as part of the tenancy; and

(c) The landlord includes the cost of the utility or service in the tenant's rent.

(6) "Submeter" means a device owned or under the control of a landlord and used to measure a utility or service actually provided to a tenant at the tenant's space.

(7) "Submeter billing" means a relationship between the landlord, tenant and utility or service provider in which:

(a) The provider provides the utility or service to the landlord;

(b) The landlord provides the utility or service directly to the tenant's space; and

(c) The landlord uses a submeter to measure the utility or service actually provided to the space and bills the tenant for a utility or service charge for the amount provided.

(8) "Utility or service" has the meaning given that term in ORS 90.315. [Formerly 90.531]

90.562 Utility and service charges; limits. (1) Subject to the policies of the utility or service provider and ORS 90.560 to 90.584, a landlord may provide for utilities or services to tenants by one or more of the following billing methods:

(a) Direct billing;

(b) Rent-included billing;

(c) Pro rata billing;

(d) Submeter billing; and

(e) Park specific billing.

(2) A landlord may not use pro rata billing for garbage collection and disposal, unless the pro rata apportionment is based upon the number and size of the garbage receptacles used by

the tenant.

(3) To assess a tenant for a utility or service charge for any billing period using pro rata billing, submeter billing or park specific billing, the landlord shall give the tenant a written notice, including notice by electronic means if allowed in the rental agreement's description of the billing method, stating the amount of the utility or service charge that the tenant is to pay the landlord and the due date for making the payment. The due date may not be before the date of service of the notice. The amount of the charge is determined as described in ORS 90.568, 90.572 or 90.584. If the landlord includes in the notice a statement of the rent due, the landlord shall separately and clearly state the amount of the rent and the amount of the utility or service charge. Any public service charge included in the utility or service charge under ORS 90.570 must be itemized separately.

(4) A utility or service charge is not rent or a fee. Nonpayment of a utility or service charge is not grounds for termination of a rental agreement for nonpayment of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS 90.630. A landlord may not give a notice of termination of a rental agreement under ORS 90.630 for nonpayment of a utility or service charge sooner than the eighth day, including the first day the utility or service charge is due, after the landlord gives the tenant the written notice stating the amount of the utility or service charge.

(5) The landlord is responsible for maintaining the utility or service system, including any submeter. After any installation or maintenance of the system or submeter on a tenant's space, the landlord shall restore the space to a condition that is substantially the same as or better than the condition of the space before the installation or maintenance.

(6) A landlord may not assess a utility or service charge for water unless the water is provided to the landlord by a:

(a) Public utility as defined in ORS 757.005;

(b) Municipal utility operating under ORS chapter 225;

(c) People's utility district organized under ORS chapter 261;

(d) Cooperative organized under ORS chapter 62;

(e) Domestic water supply district organized under ORS chapter 264; or

(f) Water improvement district organized under ORS chapter 552.

(7) A landlord that provides utilities or services only to tenants of the landlord in compliance with ORS 90.560 to 90.584 is not a public utility for purposes of ORS chapter 757.

(8) The authority of a utility or service provider to apply policy regarding the billing methods does not authorize the utility or service provider to dictate either the amount billed to tenants or the rate at which tenants are billed under ORS 90.560 to 90.584. [Formerly 90.532]

90.564 Charge for cable, satellite or Internet. (1) Notwithstanding ORS 90.568 (4) or 90.572 (3), a landlord may add an additional amount to a utility or service charge billed to the tenant if:

(a) The utility or service charge to which the additional amount is added is for cable television, direct satellite or other video subscription services or for Internet access or usage;

(b) The additional amount is not more than 10 percent of the utility or service charge billed to the tenant;

(c) The total of the utility or service charge and the additional amount is less than the typical periodic cost the tenant would incur if the tenant contracted directly with the provider for the cable television, direct satellite or other video subscription services or for Internet access or usage;

(d) The written rental agreement providing for the utility or service charge describes the additional amount separately and distinctly from the utility or service charge; and

(e) Any billing or notice from the landlord regarding the utility or service charge lists the additional amount separately and distinctly from the utility or service charge.

(2) A landlord may not require a tenant to agree to the amendment of an existing rental agreement, and may not terminate a tenant for refusing to agree to the amendment of a rental agreement, if the amendment would obligate the tenant to pay an additional amount for cable television, direct satellite or other video subscription services or for Internet access or usage as provided under subsection (1) of this section. [Formerly 90.535]

90.566 Conversion to direct billing for garbage service. (1) A landlord may unilaterally amend a rental agreement to convert the method of billing a tenant for garbage collection and disposal from rent-included billing or pro rata billing to a billing method in which the service provider:

(a) Supplies garbage receptacles;

(b) Collects and disposes of garbage; and

(c)(A) Bills the tenant directly; or

(B) Bills the landlord, who then bills the tenant based upon the number and size of the receptacles used by the tenant.

(2) A landlord shall give a tenant not less than 180 days' written notice before converting a billing method under subsection (1) of this section.

(3) If the cost of garbage service was included in the rent before the conversion of a billing method under subsection (1) of this section, the landlord shall reduce the tenant's rent upon the first billing of the tenant under the new billing method. The rent reduction may not be less than an amount reasonably comparable to the amount of rent previously allocated for garbage collection and disposal costs averaged over at least the preceding year. Before the conversion occurs, the landlord shall provide the tenant with written documentation from the service provider showing the landlord's cost for the garbage collection and disposal service provided to the facility during at least the preceding year.

(4) A landlord may not convert a billing method under subsection (1) of this section less than one year after giving notice of a rent increase, unless the rent increase is an automatic increase provided for in a fixed term rental agreement entered into one year or more before the conversion. [Formerly 90.533]

90.568 Pro rata billing; apportionment methods. (1) If allowed by a written rental agreement, a landlord using pro rata billing may require a tenant to pay to the landlord a utility or service charge that was billed by a utility or service provider to the landlord for a utility or service provided directly to the tenant's space or to a common area available to the tenant as part of the tenancy. A landlord may include in pro rata billing a public service charge under ORS 90.570.

(2)(a) As used in this subsection, "occupied" means that a tenant resides in the dwelling or home during each month for which the utility or service is billed.

(b) A pro rata billing charge to tenants for the tenants' spaces under this section must be allocated among the tenants by a method that reasonably apportions the cost among the affected tenants and that is described in the rental agreement.

(c) Methods that reasonably apportion the cost among the tenants include, but are not limited to, methods that divide the cost based on:

(A) The number of occupied spaces in the facility;

(B) The number of tenants or occupants in the dwelling or home compared with the number of tenants or occupants in the facility, if there is a correlation with consumption of the utility or service; or

(C) The square footage in each dwelling, home or space compared with the total square footage of occupied dwellings or homes in the facility or the square footage of the facility, if there is a correlation with consumption of the utility or service.

(3) A utility or service charge to be assessed to a tenant for a common area must be described in the written rental agreement separately and distinctly from the utility or service charge for the tenant's space.

(4) A landlord may not:

(a) Bill or collect more money from tenants for utilities or services than the utility or service provider charges the landlord.

(b) Increase the utility or service charge to the tenant by adding any costs of the landlord, such as a handling or administrative charge. [Formerly 90.534]

90.570 Public service charge pro rata apportionment. A landlord, upon 60 days' written notice to a tenant, may unilaterally amend a rental agreement to require a tenant to pay to the landlord, as part of the utility or service charge, a pro rata proportion of any new or increased public service charge billed to the landlord by a utility or service provider or a local government for a public service provided directly or indirectly to the tenant's dwelling unit or to the facility common areas. [2019 c.625 §41]

90.572 Submeter billing. (1) If allowed by a written rental agreement, a landlord using submeter billing may require a tenant to pay to the landlord a utility or service charge that has been billed by a utility or service provider to the landlord for utility or service provided directly to the tenant's space as measured by a submeter.

(2) A utility or service charge to be assessed to a tenant under this section may consist of only:

(a) The cost of the utility or service provided to the tenant's space and under the tenant's control, as measured by the submeter, at a rate no greater than the average rate billed to the landlord by the utility or service provider, not including any base or service charge;

(b) The cost of any sewer service for wastewater as a percentage of the tenant's water charge as measured by a submeter, if the utility or service provider charges the landlord for sewer service as a percentage of water provided;

(c) A pro rata portion of the cost of sewer service for storm water and wastewater if the utility or service provider does not charge the landlord for sewer service as a percentage of water provided;

(d) A pro rata portion of any public service charge assessed to the landlord under ORS 90.570;

(e) A pro rata portion of costs to provide a utility or service to a common area;

(f) A pro rata portion of any base or service charge billed to the landlord by the utility or service provider, including but not limited to any tax passed through by the provider; and

(g) A pro rata portion of the cost to read water meters and to bill tenants for water if:

(A) A third party service reads the meters and bills tenants for the landlord;

(B) The third party service charge does not include any other costs, including costs for repairs, maintenance, inspections or collection efforts; and

(C) The landlord allows the tenants to inspect the third party's billing records as provided by ORS 90.582.

(3) Except as provided in subsection (2) of this section, the landlord may not bill or collect more money from tenants for utilities or services than the utility or service provider charges the landlord. A utility or service charge to be assessed to a tenant under this section may not include any additional charge, including any costs of the landlord, for the installation or maintenance of the utility or service system or any profit for the landlord. [Formerly 90.536]

90.574 Conversion to submeter or pro rata billing for water. (1) A landlord may unilaterally amend a rental agreement as provided in this section to convert a tenant's existing utility or service billing method for water or wastewater:

(a) From rent-included billing or pro rata billing to submeter billing; or

(b) From rent-included billing to pro rata billing.

(2) At least one month prior to installing submeters for a billing conversion under subsection (1)(a) of this section or prior to conversion to pro rata billing under subsection (1)(b) of this section, the landlord shall:

(a) Deliver to each tenant a written notice that describes:

(A) The landlord's intention to convert the water billing method;

(B) The proposed new water and wastewater billing method;

(C) The reason for the conversion; and

(D) The process and schedule for the conversion, including the date, time and location of the meeting described in paragraph (c) of this subsection;

(b) Deliver to each tenant a copy of a handout developed by the Housing and Community Services Department that describes the laws regarding utility conversions and billing; and

(c) Meet with the tenants to explain the conversion and answer questions regarding utility and service billing and to distribute a sample utility and service charge statement with an explanation of each entry on the statement.

(3) The department shall prepare a handout described in subsection (2)(b) of this section in consultation with representatives of facility landlords and tenants.

(4)(a) If the landlord converts to submeter billing under this section, after the installation of the submeters and before the landlord may convert to submeter billing, the first three utility billing periods shall serve as a trial period during which the landlord shall give the tenant a mock-up example of the submeter billing for each billing period that shows what the tenant's bill would be using submeter billing.

(b) Following the trial period described in paragraph (a) of this subsection, a landlord is not required to test the submeters for accuracy.

(5) If the landlord converts to pro rata billing under this section, after the conversion and no less frequently than every three years, the landlord shall:

(a) Conduct testing of every portion of any utility or service line for water that serves the common areas and up to the connection to the dwelling or home;

(b) Make the results of any testing available to the tenants; and

(c) Fix any leaks within a reasonable time and consistent with ORS 90.730.

(6) If the landlord converts from rent-included billing to pro rata billing or submeter billing under this section, the landlord shall reduce the tenant's rent on a pro rata basis beginning with the landlord's first billing of the tenant using pro rata billing or submeter billing by no less than an amount reasonably comparable to the amount of the rent previously allocated to the utility or service cost averaged over at least the 12-month period of available utility or service billings immediately preceding the first billing following the conversion. Before the landlord first bills the tenant using pro rata billing or submeter billing following the conversion, the landlord shall provide the tenant with written documentation from the utility or service

provider showing the landlord's cost for the utility or service provided to the facility during the 12-month period used to determine the rent reduction. A landlord may offset all or part of a rent reduction required by this subsection against a future rent increase provided in a fixed term rental agreement entered into prior to the delivery of the notice of conversion under subsection (2) of this section.

(7) A landlord that installs submeters under this section may recover from a tenant the cost of installing the submeters, including costs to improve or repair existing utility or service system infrastructure necessitated by the installation of the submeters, only as follows:

(a) By raising the rent, as with any capital expense in the facility, except that the landlord may not raise the rent for this purpose within the first six months after installation of the submeters; or

(b) In a manufactured dwelling park, by imposing a special assessment pursuant to a written special assessment plan adopted unilaterally by the landlord. The plan may include only the landlord's actual costs to be recovered on a pro rata basis from each tenant with payments due no more frequently than monthly over a period of at least 60 months. Payments must be itemized as a separate charge from the utility or service charge. The landlord must give each tenant a copy of the plan at least 90 days before the first payment is due. Payments may not be due before the completion of the installation, and must begin within six months after completion. A new tenant of a space subject to the plan may be required to make payments under the plan. Payments must end when the plan ends. The landlord is not required to provide an accounting of plan payments made during or after the end of the plan.

(8) A landlord that converts to submeter billing from rent-included billing under this section may unilaterally, and at the same time as the conversion to submeters, convert the billing for common areas to pro rata billing by including the change in the notice required by subsection (2) of this section. If the landlord continues to use rent-included billing for common areas, the landlord may offset against the rent reduction required by subsection (6) of this section an amount that reflects the cost of serving the common areas. If the utility or service provider cannot provide an accurate cost for the service to the common areas, the landlord shall assume the cost of serving the common areas to be 20 percent of the total cost billed. This offset is not available if the landlord chooses to bill for the common areas using pro rata billing.

(9) If storm water service and wastewater service are not measured by the submeter, a landlord that installs submeters to measure water consumption and converts to submeter billing from rent-included billing under this section may continue to recover the cost of the storm water service or wastewater service in the rent or may unilaterally, and at the same time as the conversion to submeters, convert the billing for the storm water service or wastewater service to pro rata billing by including the change in the notice and meeting required by subsection (2) of this section. If the landlord converts the billing for the storm water service or wastewater service to pro rata billing, the landlord must reduce the rent to reflect that charge, as required by subsection (6) of this section.

(10) A rental agreement amended under this section must include language that fairly describes the provisions of this section.

(11) If a landlord installs a submeter on an existing utility or service line to a space or common area that is already served by that line, unless the installation causes a system upgrade, a local government may not assess a system development charge as defined in ORS 223.299 as a result of the installation. [Formerly 90.537]

90.576 Legislative findings. The Legislative Assembly finds and declares that:

(1) Water is an essential and scarce resource;

(2) Conservation of water is critical for the future of this state; and

(3) Billing for water according to usage encourages users to conserve water and allows users to exercise better control over their costs. [Formerly 90.541]

90.578 Conversion to submeter or direct billing for large parks. (1) Except as provided in subsections (2) and (3) of this section, a landlord that assesses the tenants of a manufactured dwelling park containing 200 or more spaces in the facility a utility or service charge for water by pro rata billing shall convert the method of assessing the utility or service charge to direct billing or submeter billing. The landlord shall complete the conversion no later than December 31, 2012. A conversion under this section to submeter billing is subject to ORS 90.574.

(2) A landlord that provides water to a manufactured dwelling park solely from a well or from a source other than those listed in ORS 90.562 (6) is not required to comply with subsection (1) of this section.

(3) A landlord is not required to comply with subsection (1) of this section if the landlord:

(a) Bills for water provided to a space using pro rata billing by apportioning the utility provider's charge to tenants with, notwithstanding ORS 90.568 (2)(c), consideration of only:

(A) The number of tenants or occupants in the manufactured dwelling compared with the number of tenants or occupants in the manufactured dwelling park; and

(B) The size of a tenant's space as a percentage of the total area of the manufactured dwelling park.

(b) Bases two-thirds of the charge to the tenants on the factor described in paragraph (a)(A) of this subsection and one-third of the charge on the factor described in paragraph (a)(B) of this subsection.

(c) Determines the number of tenants or occupants in each dwelling unit and in the manufactured dwelling park at least annually.

(d) Demonstrates significant other conservation measures, including:

(A) Testing for leaks in common areas of the manufactured dwelling park at least annually, repairing significant leaks within a reasonable time and making test results available to tenants;

(B) Testing each occupied manufactured dwelling and space for leaks without charge to a tenant occupying the dwelling at least annually and making test results available to the tenant;

(C) Posting annually in any manufactured dwelling park office and in any common area evidence demonstrating that per capita consumption of water in the manufactured dwelling park is below the area average for single-family dwellings, as shown by data from the local provider of water; and

(D) Taking one or more other reasonable measures to promote conservation of water and to control costs, including educating tenants about water conservation, prohibiting the washing of motor vehicles in the manufactured dwelling park and requiring drip irrigation systems or schedules for watering landscaping.

(e) Amends the rental agreement of each tenant to describe the provisions of this subsection and subsection (4) of this section and to describe the use of the pro rata billing method with additional conservation measures. The landlord may make the amendment to the rental agreement unilaterally and must provide written notice of the amendment to the tenant at least 60 days before the amendment is effective.

(4) If a landlord subject to this section adopts conservation measures described in subsection (3) of this section to avoid having to comply with subsection (1) of this section:

(a) Notwithstanding ORS 90.580 or 90.725 (2), a tenant must allow a landlord access to the tenant's space and to the tenant's manufactured dwelling so the landlord can test for water leaks as provided by subsection (3)(d)(B) of this section.

(b) The landlord must give notice consistent with ORS 90.725 (3)(e) before entering the tenant's space or dwelling to test for water leaks.

(c) A landlord may require a tenant to repair a significant leak in the dwelling found by the landlord's test. The tenant shall make the necessary repairs within a reasonable time after written notice from the landlord regarding the leak, given the extent of repair needed and the season. The tenant's responsibility for repairs is limited to leaks within the tenant's dwelling and from the connection at the ground under the dwelling into the dwelling. If the tenant fails to make the repair as required, the landlord may terminate the tenancy pursuant to ORS 90.630.

(d) Notwithstanding ORS 90.730 (3)(c), a landlord shall maintain the water lines within a tenant's space up to the connection with the dwelling, including repairing significant leaks found in a test.

(e) A landlord may use pro rata billing with the allocation factors described in ORS 90.568 (2)(c) for common areas.

(f) Notwithstanding ORS 90.568 (4), a landlord may include in the utility or service charge the cost to read water meters and to bill tenants for water if those tasks are performed by a third party service and the landlord allows the tenants to inspect the third party's billing records as provided by ORS 90.582.

(5) A tenant may file an action for injunctive relief to compel compliance by a landlord with the requirements of subsections (1), (3) and (4) of this section and for actual damages plus at least two months' rent as a penalty for noncompliance by the landlord with subsections (1), (3) and (4) of this section. A landlord is not liable for damages for a failure to comply with the requirements of subsections (1), (3) and (4) of this section if the noncompliance is only a good faith mistake by the landlord in counting the number of tenants and occupants in each dwelling unit or the manufactured dwelling park pursuant to subsection (3)(a) of this section. [Formerly 90.543]

90.580 Entry to read submeter; requirement for water submeter. (1) A landlord using submeter billing may install submeters to measure consumption of a utility or service.

(2) After giving notice under ORS 90.725, a landlord may enter a tenant's space to install or maintain a utility or service line or a submeter that measures the amount of a provided utility or service. The installation of a submeter may be at the connection to the space or anywhere within the space, including under the dwelling or home, if the location does not interfere with the tenant's access to the dwelling or home. The landlord shall ensure that the submeter and the water line to which it is attached are adequately insulated or located to prevent the submeter or water line from damage from freezing or weather.

(3) In addition to any other right of entry granted under ORS 90.725, a landlord or the landlord's agent may enter a tenant's space without consent of the tenant and without notice to the tenant for the purpose of reading a submeter. An entry made under authority of this section is subject to the following restrictions:

(a) The landlord or landlord's agent may not remain on the space for a purpose other than reading the submeter.

(b) The landlord or a landlord's agent may not enter the space more than once per month.

(c) The landlord or landlord's agent may enter the space only at reasonable times between 8 a.m. and 6 p.m.

(4) Except as provided in ORS 90.574 (4)(a), a landlord is not required to inspect or to test submeters for accuracy.

(5) A landlord shall use submeter billing for the provision of water for:

(a) A manufactured dwelling park constructed after June 23, 2011.

(b) Any spaces added in excess of 200 in an expansion of a manufactured dwelling park after June 23, 2011. [Formerly 90.539]

90.582 Publication of submeter or pro rata bills; tenant **inspection.** (1) If a landlord bills tenants for water using pro rata billing or submeter billing, the landlord shall post the facility water bills in an area accessible to tenants, including on an Internet location.

(2) A landlord shall, upon written request by the tenant, make available for inspection by the tenant all utility billing records relating to a utility or service charge billed to the tenant by the landlord during the preceding year. The landlord shall make the records available to the tenant during normal business hours at an on-site manager's office or at a location agreed to by the landlord and tenant. A tenant may not abuse the right to inspect utility or service charge records or use the right to harass the landlord.

(3) If a landlord fails to comply with a provision of ORS 90.560 to 90.584, the tenant may recover from the landlord the greater of:

(a) One month's rent; or

(b) Twice the tenant's actual damages, including any amount wrongfully charged to the tenant. [Formerly 90.538]

90.584 Park specific billing for water; voting. (1) With the approval of the tenants, a landlord of a manufactured dwelling park may amend the rental agreement to convert a tenant's billing for water and wastewater from pro rata billing or rent-included billing to park specific billing only as provided under this section.

(2) Park specific billing must allocate the cost for water and wastewater service fairly among the tenants and may not allow the landlord to collect cumulatively from all tenants more than the provider bills to the landlord, not including any installation or repair costs to the utility service system infrastructure required by the conversion of billing method.

(3)(a) Each space in a park may cast one ballot in a vote.

(b) A landlord may convert to park specific billing only if a majority of the ballots cast in a vote approve a conversion.

(c)(A) A ballot may include two choices:

(i) Conversion to a park specific billing; and

(ii) Conversion to either a pro rata billing or submeter billing.

(B) If the ballot includes two choices, it must explain that a voter may either vote yes for only one choice or may vote no on both choices.

(4) A landlord shall give the notices described in ORS 90.574 (2)(a) at least one month prior to holding a vote under subsection (3) of this section and shall hold a meeting described in ORS 90.574 (2)(c) at least one week prior to holding the vote. [2019 c.625 §40]

(Landlord and Tenant Relations)

90.600 Increases in rent; limitations; notice; meeting with tenants; effect of failure to meet. (1) For purposes of this section, the term "consumer price index" refers to the annual 12-month average change in the Consumer Price Index for All Urban Consumers, West

Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor in September of the prior calendar year.

(2) If a rental agreement is a month-to-month tenancy to which ORS 90.505 to 90.850 apply, the landlord may not increase the rent:

(a) Without giving each affected tenant notice in writing at least 90 days prior to the effective date of the rent increase; and

(b) During any 12-month period, in an amount greater than seven percent plus the consumer price index above the existing rent.

(3) The written notice required by subsection (2)(a) of this section must specify:

(a) The amount of the rent increase;

(b) The amount of the new rent;

(c) Facts supporting the exemption authorized by subsection (4) of this section, if the increase is above the amount allowed in subsection (2)(b) of this section; and

(d) The date on which the increase becomes effective.

(4) A landlord is not subject to subsection (2)(b) of this section if:

(a) The first certificate of occupancy for the dwelling unit was issued less than 15 years from the date of the notice of the rent increase; or

(b) The dwelling unit is regulated or certified as affordable housing by a federal, state or local government and the change in rent:

(A) Does not increase the tenant's portion of the rent; or

(B) Is required by program eligibility requirements or by a change in the tenant's income.

(5) A landlord that increases rent in violation of subsection (2)(b) of this section shall be liable to the tenant in an amount equal to three months' rent plus actual damages suffered by the tenant.

(6) This section does not create a right to increase rent that does not otherwise exist.

(7) This section does not require a landlord to compromise, justify or reduce a rent increase that the landlord otherwise is entitled to impose.

(8) Neither ORS 90.510 (1), requiring a landlord to provide a statement of policy, nor ORS 90.510 (4), requiring a landlord to provide a written rental agreement, creates a basis for tenant challenge of a rent increase, judicially or otherwise.

(9)(a) The tenants who reside in a facility may elect one committee of seven or fewer members in a facility-wide election to represent the tenants. One tenant of record for each rented space may vote in the election. Upon written request from the tenants' committee, the landlord or a representative of the landlord shall meet with the committee within 10 to 30 days of the request to discuss the tenants' nonrent concerns regarding the facility. Unless the parties agree otherwise, upon a request from the tenants' committee, a landlord or representative of the landlord shall meet with the tenants' committee at least once, but not more than twice, each calendar year. The meeting shall be held on the premises if the facility has suitable meeting space for that purpose, or at a location reasonably convenient to the tenants. After the meeting, the tenants' committee shall send a written summary of the issues and concerns addressed at the meeting to the landlord. The landlord or the landlord's representative shall make a good faith response in writing to the committee's summary within 60 days.

(b) The tenants' committee may be entitled to informal dispute resolution under ORS 90.769 if the landlord or landlord's representative fails to meet with the tenants' committee or fails to respond in good faith to the written summary as required by paragraph (a) of this subsection. [Formerly 91.869; 1991 c.844 §8; 1995 c.559 §35; 1997 c.577 §26a; 1999 c.676 §21; 2001 c.596 §36; 2019 c.1 §3; 2019 c.625 §56; 2021 c.252 §2]

90.605 Persons authorized to receive notice and demands on landlord's behalf; written notice to change designated person. Any person authorized by the landlord of a facility to receive notices and demands on the landlord's behalf retains this authority until the authorized person is notified otherwise. Written notice of any change in the name or address of the person authorized to receive notices and demands shall be delivered to the residence of each person who rents a space for a manufactured dwelling or floating home or, if specified in writing by the tenant, to another specified address. [Formerly 91.935; 1991 c.844 §11]

90.610 Notice of proposed change in rule or regulation; tenant objection to change. (1) As used in this section, "eligible space" means each space in the facility as long as:

(a) The space is rented to a tenant and the tenancy is subject to ORS 90.505 to 90.850; and

(b) The tenant who occupies the space has not:

(A) Previously agreed to a rental agreement that includes the proposed rule or regulation change; or

(B) Become subject to the proposed rule or regulation change as a result of a change in rules or regulations previously adopted in a manner consistent with this section.

(2) The landlord may propose changes in rules or regulations, including changes that make a substantial modification of the landlord's bargain with a tenant, by giving written notice of the proposed rule or regulation change, and unless tenants of at least 51 percent of the eligible spaces in the facility object in writing within 30 days of the date the notice was served, the change shall become effective for all tenants of those spaces on a date not less than 60 days after the date that the notice was served by the landlord.

(3) One tenant of record per eligible space may object to the rule or regulation change through either:

(a) A signed and dated written communication to the landlord; or

(b) A petition format that is signed and dated by tenants of eligible spaces and that includes a copy of the proposed rule or regulation and a copy of the notice.

(4) If a tenant of an eligible space signs both a written communication to the landlord and a petition under subsection (3) of this section, or signs more than one written communication or petition, only the latest signature of the tenant may be counted.

(5) Notwithstanding subsection (3) of this section, a proxy may be used only if a tenant has a disability that prevents the tenant from objecting to the rule or regulation change in writing.

(6) The landlord's notice of a proposed change in rules or regulations required by subsection (2) of this section must be given or served as provided in ORS 90.155 and must include:

(a) Language of the existing rule or regulation and the language that would be added or deleted by the proposed rule or regulation change; and

(b) A statement substantially in the following form, with all blank spaces in the notice to be filled in by the landlord:

NOTICE OF PROPOSED RULE
OR REGULATION CHANGE

The landlord intends to change a rule or regulation in this facility.

The change will go into effect unless tenants of at least 51 percent of the eligible spaces object in writing within 30 days. Any objection must be signed and dated by a tenant of an eligible space.

The number of eligible spaces as of the date of this notice is: _____. Those eligible spaces are (space or street identification): _____.

The last day for a tenant of an eligible space to deliver a written objection to the landlord is _____ (landlord fill in date).

Unless tenants in at least 51 percent of the eligible spaces object, the proposed rule or regulation will go into effect on _____.

The parties may attempt to resolve disagreements regarding the proposed rule or regulation change by using the facility's mandatory mediation process or, if available, the facility's informal dispute resolution process.

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(7) A good faith mistake by the landlord in completing those portions of the notice relating to the number of eligible spaces that have tenants entitled to vote or relating to space or street identification numbers does not invalidate the notice or the proposed rule or regulation change.

(8) After the effective date of the rule or regulation change, when a tenant continues to engage in an activity affected by the new rule or regulation to which the landlord objects, the landlord may give the tenant a notice of termination of the tenancy pursuant to ORS 90.630. [1991 c.844 §10; 1993 c.580 §1; 1995 c.559 §36; 2001 c.596 §36a; 2019 c.625 §13]

90.620 Termination by tenant; notice to landlord. (1) The tenant who rents a space for a manufactured dwelling or floating home may terminate a rental agreement that is a month-to-month or fixed term tenancy without cause by giving to the landlord, at any time during the tenancy, not less than 30 days' notice in writing prior to the date designated in the notice for the termination of the tenancy.

(2) The tenant may terminate a rental agreement that is a month-to-month or fixed term tenancy for cause pursuant to ORS 90.315, 90.360 (1), 90.365 (2), 90.375 or 90.380.

(3) A tenant may not be required to give the landlord more than 30 days' written notice to terminate. [Formerly 91.880; 1991 c.67 §15; 1993 c.18 §16; 2001 c.596 §37]

90.630 Termination by landlord; causes; notice; cure; repeated nonpayment of rent. (1) Except as provided in subsection (5) of this section, the landlord may terminate a rental agreement for space for a manufactured dwelling or floating home by giving to the tenant not less than 30 days' notice in writing before the termination date designated in the notice, if the tenant:

(a) Materially violates a law related to the tenant's conduct as a tenant;

(b) Materially violates a rental agreement provision related to the tenant's conduct as a tenant and imposed as a condition of occupancy;

(c) Is classified as a level three sex offender under ORS 163A.100 (3); or

(d) Fails to pay a:

(A) Late charge pursuant to ORS 90.260;

(B) Fee pursuant to ORS 90.302; or

(C) Utility or service charge pursuant to ORS 90.568 or 90.572.

(2) A violation making a tenant subject to termination under subsection (1) of this section includes a tenant's failure to maintain the space as required by law, rental agreement or rule, but does not include the physical condition of the dwelling or home. Termination of a rental agreement based upon the physical condition of a dwelling or home may only occur as provided in ORS 90.632.

(3) The notice required by subsection (1) of this section must state:

(a) That the tenancy will terminate on a designated termination date;

(b) Facts sufficient to notify the tenant of the reasons for termination of the tenancy;

(c) That the tenant may avoid termination by correcting the violation by a designated date that is:

(A) At least 30 days after delivery of the notice; or

(B) If the violation involves conduct that was a separate and distinct act or omission and is not ongoing, at least three days after delivery of the notice;

(d) If a date to correct is given under paragraph (c)(B) of this subsection, that the violation is conduct that is a separate and distinct violation and that the date designated for correcting the violation is different from the termination date; and

(e) At least one possible method by which the tenant may correct the violation.

(4) For the purposes of subsection (3) of this section, conduct is ongoing if:

(a) The conduct is constant or persistent or has been sufficiently repetitive over time that a reasonable person would consider the conduct to be ongoing; and

(b) The violation does not involve a pet or assistance animal.

(5) The tenancy terminates on the termination date unless the tenant corrects the violation by the designated date in subsection (3)(c) of this section. If the notice fails to designate a date for correcting the violation, the violation must be corrected by the termination date.

(6) Notwithstanding subsection (3) of this section, if a tenant avoids termination as described in subsection (5) of this section and substantially the same act or omission that constituted a prior violation of which notice was given recurs within six months after the termination date designated in the original notice, the landlord may terminate the tenancy upon at least 20 days' written notice before the termination date designated in the new notice specifying the violation and stating that the tenant has no right to correct the violation and avoid termination.

(7) Notwithstanding subsections (3) to (5) of this section, a tenant who is given a notice of termination under subsection (1)(c) of this section does not have a right to correct the violation. A notice given to a tenant under subsection (1)(c) of this section must state that the tenant does not have a right to avoid the termination.

(8) This section does not limit a landlord's right to terminate a tenancy for other cause under this chapter.

(9) A tenancy terminates on the termination date designated in the notice and without regard to the expiration of the period for which, by the terms of the rental agreement, rents are to be paid. Unless otherwise agreed, rent is uniformly apportionable from day to day.

(10) Notwithstanding any other provision of this section, the landlord may terminate the rental agreement for space for a manufactured dwelling or floating home because of repeated late payment of rent by giving the tenant not less than 30 days' notice in writing before the termination date designated in the notice if:

(a) The tenant has not paid the monthly rent prior to the eighth day of the rental period as described in ORS 90.394 (2)(a) or the fifth day of the rental period as described in ORS 90.394 (2)(b) in at least three of the preceding 12 months and the landlord has given the tenant a nonpayment of rent termination notice pursuant to ORS 90.394 (2) during each of those three instances of nonpayment;

(b) The landlord warns the tenant of the risk of a 30-day notice for termination with no right to correct the cause, upon the occurrence of a third nonpayment of rent termination notice within a 12-month period. The warning must be contained in at least two nonpayment of rent termination notices that precede the third notice within a 12-month period or in

separate written notices that are given concurrent with, or a reasonable time after, each of the two nonpayment of rent termination notices; and

(c) The 30-day notice of termination states facts sufficient to notify the tenant of the cause for termination of the tenancy and is given to the tenant concurrent with or after the third or a subsequent nonpayment of rent termination notice.

(11) Notwithstanding subsection (5) of this section, a tenant who receives a 30-day notice of termination pursuant to subsection (10) of this section does not have a right to correct the cause for the notice.

(12) The landlord may give a copy of the notice required by subsection (10) of this section to any lienholder of the manufactured dwelling or floating home by first class mail with certificate of mailing or by any other method allowed by ORS 90.150 (2) and (3). A landlord is not liable to a tenant for any damages incurred by the tenant as a result of the landlord giving a copy of the notice in good faith to a lienholder. [Formerly 91.886; 1991 c.844 §12; 1995 c.559 §37; 1995 c.633 §1; 1999 c.676 §22; 2001 c.596 §38; 2005 c.22 §65; 2005 c.391 §25; 2005 c.619 §20; 2007 c.906 §32; 2013 c.708 §15; 2015 c.820 §§15,22; 2017 c.442 §15; 2019 c.430 §§3,7; 2019 c.625 §38]

90.632 Termination of tenancy due to physical condition of manufactured dwelling or floating home; correction of condition by tenant. (1) A landlord may terminate a month-to-month or fixed term rental agreement and require the tenant to remove a manufactured dwelling or floating home from a facility, due to the physical condition of the exterior of the manufactured dwelling or floating home, only by complying with this section and ORS 105.105 to 105.168. A termination shall include removal of the dwelling or home.

(2) A landlord may not require removal of a manufactured dwelling or floating home, or consider a dwelling or home to be in disrepair or deteriorated, because of the age, size, style or original construction material of the dwelling or home or because the dwelling or home was built prior to adoption of the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5403), in compliance with the standards of that Act in effect at that time or in compliance with the state building code as defined in ORS 455.010.

(3) Except as provided in subsections (4) and (6) of this section, if the exterior of the tenant's dwelling or home is in disrepair or is deteriorated, a landlord may terminate a rental agreement and require the removal of a dwelling or home by giving to the tenant not less than 60 days' written notice before the date designated in the notice for termination.

(4) If the disrepair or deterioration of the manufactured dwelling or floating home creates a risk of imminent and serious harm to dwellings, homes or persons within the facility, a landlord may terminate a rental agreement and require the removal of the dwelling or home by giving to the tenant not less than 30 days' written notice before the date designated in the notice for termination. The notice shall describe the risk of harm.

(5) The notice required by subsections (3) and (4) of this section must:

(a) State facts sufficient to notify the tenant of the specific disrepair or deterioration that is the cause or reason for termination of the tenancy and removal of the dwelling or home;

(b) State that the tenant can avoid termination and removal by correcting the cause for termination and removal within the notice period;

(c) If reasonably known by the landlord, describe specifically what repairs are required to correct the disrepair or deterioration that is the cause for termination;

(d) Describe the tenant's right to give the landlord a written notice of correction, where to give the notice and the deadline for giving the notice in order to ensure a response by the landlord, all as provided by subsection (7) of this section; and

(e) Describe the tenant's right to have the termination and correction period extended as provided by subsection (8) of this section.

(6) The tenant may avoid termination of the tenancy by correcting the cause within the period specified. However, if substantially the same condition that constituted a prior cause for termination of which notice was given recurs within 12 months after the date of the notice, the landlord may terminate the tenancy and require the removal of the dwelling or home upon at least 30 days' written notice specifying the violation and the date of termination of the tenancy.

(7) During the termination notice or extension period, the tenant may give the landlord written notice that the tenant has corrected the cause for termination. Within a reasonable time after the tenant's notice of correction, the landlord shall respond to the tenant in writing, stating whether the landlord agrees that the cause has been corrected. If the tenant's notice of correction is given at least 14 days prior to the end of the termination notice or extension period, failure by the landlord to respond as required by this subsection is a defense to a termination based upon the landlord's notice for termination.

(8) Except when the disrepair or deterioration creates a risk of imminent and serious harm to dwellings, homes or persons within the facility, the 60-day period provided for the tenant to correct the cause for termination and removal shall be extended by at least:

(a) An additional 60 days if:

(A) The necessary correction involves exterior painting, roof repair, concrete pouring or similar work and the weather prevents that work during a substantial portion of the 60-day period; or

(B) The nature or extent of the correction work is such that it cannot reasonably be completed within 60 days because of factors such as the amount of work necessary, the type and complexity of the work and the availability of necessary repair persons;

(b) An additional six months if the disrepair or deterioration has existed for more than the preceding 12 months with the landlord's knowledge or acceptance as described in ORS 90.412; or

(c) An additional 10 months if the disrepair or deterioration relates to the float of a floating home.

(9) In order to have the period for correction extended as provided in subsection (8) of this section, a tenant must give the landlord written notice describing the necessity for an extension in order to complete the correction work. The notice must be given a reasonable amount of time prior to the end of the notice for termination period.

(10) A tenancy terminates on the date designated in the notice and without regard to the expiration of the period for which, by the terms of the rental agreement, rents are to be paid. Unless otherwise agreed, rent is uniformly apportionable from day to day.

(11) This section does not limit a landlord's right to terminate a tenancy for nonpayment of rent under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.630 by complying with ORS 105.105 to 105.168.

(12) A landlord may give a copy of the notice for termination required by this section to any lienholder of the dwelling or home, by first class mail with certificate of mailing or by any other method allowed by ORS 90.150 (2) and (3). A landlord is not liable to a tenant for any damages incurred by the tenant as a result of the landlord giving a copy of the notice in good faith to a lienholder.

(13) When a tenant has been given a notice for termination pursuant to this section and has subsequently abandoned the dwelling or home as described in ORS 90.675, any lienholder shall have the same rights as provided by ORS 90.675, including the right to correct the cause

of the notice, within the 90-day period provided by ORS 90.675 (20) notwithstanding the expiration of the notice period provided by this section for the tenant to correct the cause. [1999 c.603 §2b and 1999 c.676 §4; 2001 c.596 §39; 2003 c.658 §7; 2005 c.22 §66; 2005 c.391 §26; 2007 c.906 §33; 2015 c.217 §18; 2017 c.324 §2; 2019 c.625 §34]

90.634 Prohibition against lien for rent; action for possession; disposition of dwelling or home; disposition of goods. (1) A landlord may not assert a lien under ORS 87.162 for dwelling unit rent against a manufactured dwelling or floating home located in a facility. Notwithstanding ORS 90.100 (48) and 90.675 and regardless of whether the owner of a manufactured dwelling or floating home occupies the dwelling or home as a residence, a facility landlord that is entitled to unpaid rent and receives possession of the facility space from the sheriff following restitution pursuant to ORS 105.161 may sell or dispose of the dwelling or home as provided in ORS 90.675.

(2) If a manufactured dwelling or floating home was occupied immediately prior to abandonment by a person other than the facility tenant, and the name and address of the person are known to the landlord, a landlord selling or disposing of the dwelling or home under subsection (1) of this section shall promptly send the person a copy of the notice sent to the facility tenant under ORS 90.675 (3). Notwithstanding ORS 90.425, the facility landlord may sell or dispose of goods left in the dwelling or home or upon the dwelling unit by the person in the same manner as if the goods were left by the facility tenant. If the name and address of the person are known to the facility landlord, the landlord shall promptly send the person a copy of the written notice sent to the facility tenant under ORS 90.425 (3) and allow the person the time described in the notice to arrange for removal of the goods. [2007 c.831 §4; 2011 c.42 §13; 2013 c.443 §11; 2021 c.260 §15]

90.635 [1995 c.746 §§47,48; 1997 c.577 §26b; 1999 c.676 §23; 2001 c.596 §45; 2003 c.21 §1; 2005 c.22 §67; 2007 c.843 §91; 2007 c.906 §7; renumbered 90.650 in 2007]

90.640 Park damaged by natural disaster. If a manufactured dwelling park is affected by a natural disaster, as defined in ORS 197.488, unless the parties agree otherwise following the natural disaster:

(1) For a manufactured dwelling that is destroyed, the tenancy is immediately terminated and the parties are not further obligated under the rental agreement or this chapter, except that:

(a) The landlord shall, pursuant to ORS 90.300, return to the tenant any deposit and prepaid rent, including prorated rent from the date of the disaster.

(b) Unless a tenant is responsible for the natural disaster, the tenant is not responsible for cleanup of the space or removal of the dwelling.

(c) After the abatement of the emergency, the landlord shall notify the tenant and provide the tenant an opportunity to return to the rented space to search for valuables. A landlord may require the tenant to sign a release of liability related to the tenant's presence on the space.

(2) For a manufactured dwelling that is not destroyed, but either the park or the dwelling is significantly damaged, the tenant may, within 30 days after the date that the dwelling unit is accessible after the disaster, provide written notice to the landlord that the tenant is terminating the tenancy as of the date of the natural disaster and is abandoning the manufactured dwelling under subsection (1) of this section.

(3) If the manufactured dwelling is not destroyed as described in subsection (1) of this section and the tenant does not provide a notice under subsection (2) of this section, the tenant

shall continue to pay rent from the date the dwelling unit becomes accessible following the disaster, prorated to reflect any loss of value from damages to the park or the space.

(4) A tenant does not owe rent while the dwelling unit is inaccessible due to the natural disaster or the destruction of the dwelling unit.

(5) As used in this section, a dwelling unit is not considered accessible while a governmental agency has posted the dwelling unit as unsafe or unlawful to occupy, even if a tenant may begin repairs. [2021 c.260 §10]

(Conversion or Closure of Facilities)

90.643 Conversion of park to planned community subdivision of manufactured dwellings. (1) A manufactured dwelling park may be converted to a planned community subdivision of manufactured dwellings pursuant to ORS 92.830 to 92.845. When a manufactured dwelling park is converted pursuant to ORS 92.830 to 92.845:

(a) Conversion does not require closure of the park pursuant to ORS 90.645 or termination of any tenancy on any space in the park or any lot in the planned community subdivision of manufactured dwellings.

(b) After approval of the tentative plan under ORS 92.830 to 92.845, the manufactured dwelling park ceases to exist, notwithstanding the possibility that four or more lots in the planned community subdivision may be available for rent.

(2) If a park is converted to a subdivision under ORS 92.830 to 92.845, and the landlord closes the park as a result of the conversion, ORS 90.645 applies to the closure.

(3) If a park is converted to a subdivision under ORS 92.830 to 92.845, but the landlord does not close the park as a result of the conversion:

(a) A tenant who does not buy the space occupied by the tenant's manufactured dwelling may terminate the tenancy and move. If the tenant terminates the tenancy after receiving the notice required by ORS 92.839 and before the expiration of the 60-day period described in ORS 92.840 (2), the landlord shall pay the tenant as provided in ORS 90.645 (1).

(b) If the landlord and the tenant continue the tenancy on the lot created in the planned community subdivision, the tenancy is governed by ORS 90.100 to 90.465, except that the following provisions apply and, in the case of a conflict, control:

(A) ORS 90.510 (4) to (7) applies to a rental agreement and rules and regulations concerning the use and occupancy of the subdivision lot until the declarant turns over administrative control of the planned community subdivision of manufactured dwellings to a homeowners association pursuant to ORS 94.600 and 94.604 to 94.621. The landlord shall provide each tenant with a copy of the bylaws, rules and regulations of the homeowners association at least 60 days before the turnover meeting described in ORS 94.609.

(B) ORS 90.530 applies regarding pets.

(C) ORS 90.545 applies regarding the extension of a fixed term tenancy.

(D) ORS 90.600 (2) to (8) applies to an increase in rent.

(E) ORS 90.620 applies to a termination by a tenant.

(F) ORS 90.630 applies to a termination by a landlord for cause. However, the sale of a lot in the planned community subdivision occupied by a tenant to someone other than the tenant is a good cause for termination under ORS 90.630 that the tenant cannot cure or correct and for which the landlord must give written notice of termination that states the cause of termination at least 180 days before termination.

(G) ORS 90.632 applies to a termination of tenancy by a landlord due to the physical condition of the manufactured dwelling.

(H) ORS 90.634 applies to a lien for manufactured dwelling unit rent.

(I) ORS 90.680 applies to the sale of a manufactured dwelling occupying a lot in the planned community subdivision. If the intention of the buyer of the manufactured dwelling is to leave the dwelling on the lot, the landlord may reject the buyer as a tenant if the buyer does not buy the lot also.

(J) ORS 90.710 applies to a cause of action for a violation of ORS 90.510 (4) to (7), 90.630, 90.680 or 90.765.

(K) ORS 90.725 applies to landlord access to a rented lot in a planned community subdivision.

(L) ORS 90.730 (2), (3), (4) and (7) apply to the duty of a landlord to maintain a rented lot in a habitable condition.

(M) ORS 90.750 applies to the right of a tenant to assemble or canvass.

(N) ORS 90.755 applies to the right of a tenant to speak on political issues and to post political signs.

(O) ORS 90.765 applies to retaliatory conduct by a landlord.

(P) ORS 90.771 applies to the confidentiality of information provided to the Housing and Community Services Department about disputes. [2011 c.503 §17; 2013 c.443 §12; 2017 c.198 §3; 2019 c.1 §9; 2019 c.625 §57]

90.645 Closure of park; notices; payments to tenants; rules. (1)(a) If a manufactured dwelling park, or a portion of the park that includes the space for a manufactured dwelling, is to be closed and the land or leasehold converted to a use other than as a manufactured dwelling park, and the closure is not required by the exercise of eminent domain or by order of federal, state or local agencies, the landlord may terminate a month-to-month or fixed term rental agreement for a manufactured dwelling park space:

(A) By giving the tenant not less than 365 days' notice in writing before the date designated in the notice for termination; and

(B) By paying a tenant, for each space for which a rental agreement is terminated, one of the following amounts:

(i) $6,000 if the manufactured dwelling is a single-wide dwelling;

(ii) $8,000 if the manufactured dwelling is a double-wide dwelling; or

(iii) $10,000 if the manufactured dwelling is a triple-wide or larger dwelling.

(b) The Housing and Community Services Department shall establish by rule a process to annually recalculate the amounts described in paragraph (a) of this subsection to reflect inflation.

(2) Notwithstanding subsection (1) of this section, if a landlord closes a manufactured dwelling park under this section as a result of converting the park to a subdivision under ORS 92.830 to 92.845, the landlord:

(a) May terminate a rental agreement by giving the tenant not less than 180 days' notice in writing before the date designated in the notice for termination.

(b) Is not required to make a payment under subsection (1) of this section to a tenant who:

(A) Buys the space or lot on which the tenant's manufactured dwelling is located and does not move the dwelling; or

(B) Sells the manufactured dwelling to a person who buys the space or lot.

(3) A notice given under subsection (1) or (2) of this section shall, at a minimum:

(a) State that the landlord is closing the park, or a portion of the park, and converting the land or leasehold to a different use;

(b) Designate the date of closure; and

(c) Include the tax credit notice described in ORS 90.650.

(4) Except as provided in subsections (2) and (5) of this section, the landlord must pay a tenant the full amount required under subsection (1) of this section regardless of whether the tenant relocates or abandons the manufactured dwelling. The landlord shall pay at least one-half of the payment amount to the tenant within seven days after receiving from the tenant the notice described in subsection (5)(a) of this section. The landlord shall pay the remaining amount no later than seven days after the tenant ceases to occupy the space.

(5) Notwithstanding subsection (1) of this section:

(a) A landlord is not required to make a payment to a tenant as provided in subsection (1) of this section unless the tenant gives the landlord not less than 30 days' and not more than 60 days' written notice of the date within the 365-day period on which the tenant will cease tenancy, whether by relocation or abandonment of the manufactured dwelling.

(b) If the manufactured dwelling is abandoned:

(A) The landlord may condition the payment required by subsection (1) of this section upon the tenant waiving any right to receive payment under ORS 90.425 or 90.675.

(B) The landlord may not charge the tenant to store, sell or dispose of the abandoned manufactured dwelling.

(6)(a) A landlord may not charge a tenant any penalty, fee or unaccrued rent for moving out of the manufactured dwelling park prior to the end of the 365-day notice period.

(b) A landlord may charge a tenant for rent for any period during which the tenant occupies the space and may deduct from the payment amount required by subsection (1) of this section any unpaid moneys owed by the tenant to the landlord.

(7) A landlord may not increase the rent for a manufactured dwelling park space after giving a notice of termination under this section to the tenant of the space.

(8) This section does not limit a landlord's right to terminate a tenancy for nonpayment of rent under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.632 by complying with ORS 105.105 to 105.168.

(9) If a landlord is required to close a manufactured dwelling park by the exercise of eminent domain or by order of a federal, state or local agency, the landlord shall notify the park tenants no later than 15 days after the landlord receives notice of the exercise of eminent domain or of the agency order. The notice to the tenants shall be in writing, designate the date of closure, state the reason for the closure, describe the tax credit available under ORS 316.090 and any government relocation benefits known by the landlord to be available to the tenants and comply with any additional content requirements under ORS 90.650. [2007 c.906 §2; 2017 c.198 §1; 2019 c.625 §58]

Note: The amendments to 90.645 by section 2a, chapter 906, Oregon Laws 2007, become operative January 1, 2026. See section 2b, chapter 906, Oregon Laws 2007, as amended by section 1, chapter 83, Oregon Laws 2011, section 34, chapter 750, Oregon Laws 2013, and section 24, chapter 579, Oregon Laws 2019. The text that is operative on and after January 1, 2026, including amendments by section 2, chapter 198, Oregon Laws 2017, and section 59, chapter 625, Oregon Laws 2019, is set forth for the user's convenience.

90.645. (1)(a) If a manufactured dwelling park, or a portion of the park that includes the space for a manufactured dwelling, is to be closed and the land or leasehold converted to a use other than as a manufactured dwelling park, and the closure is not required by the exercise of eminent domain or by order of federal, state or local agencies, the landlord may terminate a month-to-month or fixed term rental agreement for a manufactured dwelling park space:

(A) By giving the tenant not less than 365 days' notice in writing before the date designated in the notice for termination; and

(B) By paying a tenant, for each space for which a rental agreement is terminated, one of the following amounts:

(i) $6,000 if the manufactured dwelling is a single-wide dwelling;

(ii) $8,000 if the manufactured dwelling is a double-wide dwelling; or

(iii) $10,000 if the manufactured dwelling is a triple-wide or larger dwelling.

(b) The Housing and Community Services Department shall establish by rule a process to annually recalculate the amounts described in paragraph (a) of this subsection to reflect inflation.

(2) Notwithstanding subsection (1) of this section, if a landlord closes a manufactured dwelling park under this section as a result of converting the park to a subdivision under ORS 92.830 to 92.845, the landlord:

(a) May terminate a rental agreement by giving the tenant not less than 180 days' notice in writing before the date designated in the notice for termination.

(b) Is not required to make a payment under subsection (1) of this section to a tenant who:

(A) Buys the space or lot on which the tenant's manufactured dwelling is located and does not move the dwelling; or

(B) Sells the manufactured dwelling to a person who buys the space or lot.

(3) A notice given under subsection (1) or (2) of this section shall, at a minimum:

(a) State that the landlord is closing the park, or a portion of the park, and converting the land or leasehold to a different use;

(b) Designate the date of closure; and

(c) Include the tax notice described in ORS 90.650.

(4) Except as provided in subsections (2) and (5) of this section, the landlord must pay a tenant the full amount required under subsection (1) of this section regardless of whether the tenant relocates or abandons the manufactured dwelling. The landlord shall pay at least one-half of the payment amount to the tenant within seven days after receiving from the tenant the notice described in subsection (5)(a) of this section. The landlord shall pay the remaining amount no later than seven days after the tenant ceases to occupy the space.

(5) Notwithstanding subsection (1) of this section:

(a) A landlord is not required to make a payment to a tenant as provided in subsection (1) of this section unless the tenant gives the landlord not less than 30 days' and not more than 60 days' written notice of the date within the 365-day period on which the tenant will cease tenancy, whether by relocation or abandonment of the manufactured dwelling.

(b) If the manufactured dwelling is abandoned:

(A) The landlord may condition the payment required by subsection (1) of this section upon the tenant waiving any right to receive payment under ORS 90.425 or 90.675.

(B) The landlord may not charge the tenant to store, sell or dispose of the abandoned manufactured dwelling.

(6)(a) A landlord may not charge a tenant any penalty, fee or unaccrued rent for moving out of the manufactured dwelling park prior to the end of the 365-day notice period.

(b) A landlord may charge a tenant for rent for any period during which the tenant occupies the space and may deduct from the payment amount required by subsection (1) of this section any unpaid moneys owed by the tenant to the landlord.

(7) A landlord may not increase the rent for a manufactured dwelling park space after giving a notice of termination under this section to the tenant of the space.

(8) This section does not limit a landlord's right to terminate a tenancy for nonpayment of rent under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.632 by complying with ORS 105.105 to 105.168.

(9) If a landlord is required to close a manufactured dwelling park by the exercise of eminent domain or by order of a federal, state or local agency, the landlord shall notify the park tenants no later than 15 days after the landlord receives notice of the exercise of eminent domain or of the agency order. The notice to the tenants shall be in writing, designate the date of closure, state the reason for the closure, describe any government relocation benefits known by the landlord to be available to the tenants and comply with any additional content requirements under ORS 90.650.

(10) The department shall adopt rules establishing a sample form for the notice described in subsection (3) of this section.

90.650 Notice of tax provisions to tenants of closing park; rules. (1) If a manufactured dwelling park or a portion of a manufactured dwelling park is closed, resulting in the termination of the rental agreement between the landlord of the park and a tenant renting space for a manufactured dwelling, whether because of the exercise of eminent domain, by order of a federal, state or local agency or as provided under ORS 90.645 (1), the landlord shall provide notice to the tenant of the tax credit provided under ORS 316.090. The notice shall state the eligibility requirements for the credit, information on how to apply for the credit and any other information required by the Housing and Community Services Department or the Department of Revenue by rule. The notice shall also state that the closure may allow the taxpayer to appeal the property tax assessment on the manufactured dwelling.

(2) The Housing and Community Services Department shall adopt rules establishing a sample form for the notice described in this section and the notice described in ORS 90.645 (3).

(3) The Department of Revenue, in consultation with the Housing and Community Services Department, shall adopt rules establishing a sample form and explanation for the property tax assessment appeal.

(4) The Housing and Community Services Department may adopt rules to administer this section. [Formerly 90.635; 2011 c.83 §2; 2019 c.625 §60]

Note: The amendments to 90.650 by section 7a, chapter 906, Oregon Laws 2007, become operative January 1, 2026. See section 7b, chapter 906, Oregon Laws 2007, as amended by section 3, chapter 83, Oregon Laws 2011, section 35, chapter 750, Oregon Laws 2013, and section 21, chapter 579, Oregon Laws 2019. The text that is operative on and after January 1, 2026, including amendments by section 61, chapter 625, Oregon Laws 2019, is set forth for the user's convenience.

90.650. (1) If a manufactured dwelling park or a portion of a manufactured dwelling park is closed, resulting in the termination of the rental agreement between the landlord of the park and a tenant renting space for a manufactured dwelling, whether because of the exercise of eminent domain, by order of a federal, state or local agency or as provided under ORS 90.645 (1), the landlord shall provide notice to the tenant that the closure may allow the taxpayer to appeal the property tax assessment on the manufactured dwelling.

(2) The Department of Revenue, in consultation with the Housing and Community Services Department, shall adopt rules establishing a sample form and explanation for the property tax assessment appeal.

(3) The Housing and Community Services Department may adopt rules to administer this section.

Note: 90.650 (4) was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 90 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

90.655 Park closure notice to nontenants; report of tenant reactions. (1) A landlord that gives a notice of termination under ORS 90.645 shall, at the same time, send one copy of the notice to the Housing and Community Services Department by first class mail. The landlord shall, at the same time, send a copy of the notice, both by first class mail and by certified mail with return receipt requested, for each affected manufactured dwelling, to any person:

(a) That is not a tenant; and

(b)(A) That the landlord actually knows to be an owner of the manufactured dwelling; or

(B) That has a lien recorded in the title or ownership document records for the manufactured dwelling.

(2) A landlord that terminates rental agreements for manufactured dwelling park spaces under ORS 90.645 shall, no later than 60 days after the manufactured dwelling park or portion of the park closes, report to the department:

(a) The number of dwelling unit owners who moved their dwelling units out of the park; and

(b) The number of dwelling unit owners who abandoned their dwelling units at the park. [2007 c.906 §3; 2019 c.625 §62]

90.660 Local regulation of park closures. A local government may not enforce an ordinance, rule or other local law regulating manufactured dwelling park closures or partial closures adopted by the local government on or after July 1, 2007, or amended on or after January 1, 2010. An ordinance, rule or other local law regulating manufactured dwelling park closures or partial closures may not be applied to reduce the rights provided to a park tenant under ORS 90.645 or 90.655. [2007 c.906 §4; 2009 c.575 §1]

90.670 [Formerly 91.915; 1991 c.844 §13; 1993 c.580 §5; repealed by 1997 c.577 §50]

90.671 Closure of marina; notices; payments to tenants; rules. (1) If a marina or a portion of the marina that includes a marina space is to be closed and the land or leasehold converted to a different use, and the closure is not required by the exercise of eminent domain or by order of a federal, state or local agency, the landlord of the marina may terminate a month-to-month or fixed term rental agreement for a marina space by giving the tenant:

(a) Not less than 365 days' notice in writing before the date designated in the notice for termination; or

(b) Not less than 180 days' notice in writing before the date designated in the notice for termination, if:

(A) The landlord finds space acceptable to the tenant to which the tenant can move the floating home; and

(B) The landlord pays the cost of moving and set-up expenses or $3,500, whichever is less.

(2) The landlord may:

(a) Provide greater financial incentive to encourage the tenant to accept an earlier termination date than that provided in subsection (1) of this section; or

(b) Contract with the tenant for a mutually acceptable arrangement to assist the tenant's move.

(3) The Housing and Community Services Department shall adopt rules to administer this section.

(4)(a) A landlord may not increase the rent for a dwelling unit for the purpose of offsetting the payments required under this section.

(b) A landlord may not increase the rent for a dwelling unit after giving a notice of termination under this section to the tenant.

(5) Nothing in subsection (1) of this section shall prevent a landlord from relocating a floating home to another comparable space in the same marina, or in another marina owned by the same owner in the same city, if the landlord desires or is required to make repairs, to remodel or to modify the tenant's original space.

(6) This section does not limit a landlord's right to terminate a tenancy for nonpayment of rent under ORS 90.394 or for other cause under ORS 90.380 (5)(b), 90.396, 90.398 or 90.632 by complying with ORS 105.105 to 105.168.

(7) If a landlord is required to close a marina by the exercise of eminent domain or by order of a federal, state or local agency, the landlord shall notify the marina tenants no later than 15 days after the landlord receives notice of the exercise of eminent domain or of the agency order. The notice to the tenants shall be in writing, designate the date of closure, state the reason for the closure and describe any government relocation benefits known by the landlord to be available to the tenants. [2007 c.906 §25]

Note: 90.671 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 90 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

(Ownership Change)

90.675 Disposition of manufactured dwelling or floating home left in facility; notice; sale; limitation on landlord liability; tax cancellation; storage agreements; hazardous property. (1) As used in this section:

(a) "Current market value" means the amount in cash, as determined by the county assessor, that could reasonably be expected to be paid for personal property by an informed buyer to an informed seller, each acting without compulsion in an arm's-length transaction occurring on the assessment date for the tax year or on the date of a subsequent reappraisal by the county assessor.

(b) "Dispose of the personal property" means that, if reasonably appropriate, the landlord may throw away the property or may give it without consideration to a nonprofit organization or to a person unrelated to the landlord. The landlord may not retain the property for personal use or benefit.

(c) "Lienholder" means any lienholder of abandoned personal property, if the lien is of record or the lienholder is actually known to the landlord.

(d) "Of record" means:

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

(B) For a floating home, that a security interest has been properly recorded with the State Marine Board pursuant to ORS 830.740 to 830.755 for a home registered and titled with the board pursuant to ORS 830.715.

(e) "Personal property" means only a manufactured dwelling or floating home located in a facility and subject to ORS 90.505 to 90.850. "Personal property" does not include goods left inside a manufactured dwelling or floating home or left upon a rented space and subject to disposition under ORS 90.425.

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

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

(b) The tenant has been absent from the premises continuously for seven days after termination of a tenancy by a court order that has not been executed; or

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

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

(a) Personally delivered to the tenant; or

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

(A) The premises;

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

(C) The most recent forwarding address if provided by the tenant or actually known to the landlord.

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

(A) Any lienholder of the personal property;

(B) The tax collector of the county where the personal property is located; and

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

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

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

(A) Actually known to the landlord;

(B) Of record; and

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

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

(a) The personal property left upon the premises is considered abandoned;

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

property;

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

(d) The tenant or any lienholder, except as provided by subsection (19) of this section, may arrange for removal of the personal property by contacting the landlord at a described telephone number or address on or before the specified date;

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

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

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

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

(i) If applicable, there is a lienholder that has a right to claim the personal property, except as provided by subsection (19) of this section.

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

(7) After notifying the tenant as required by subsection (3) of this section, the landlord:

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

(b) Is entitled to reasonable or actual storage charges and costs incidental to storage or disposal. The storage charge may be no greater than the monthly space rent last payable by the tenant.

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

(9) Except as provided in subsections (19) to (22) of this section, if the tenant or lienholder does not respond within the time provided by the landlord's notice, or the tenant or lienholder does not remove the personal property within 30 days after responding to the landlord or by any date agreed to with the landlord, whichever is later, the personal property is conclusively

presumed to be abandoned. The tenant and any lienholder that have been given notice pursuant to subsection (3) or (4) of this section shall, except with regard to the distribution of sale proceeds pursuant to subsection (13) of this section, have no further right, title or interest to the personal property and may not claim or sell the property.

(10) If the personal property is presumed to be abandoned under subsection (9) of this section, the landlord then may:

(a) Sell the personal property at a public or private sale, provided that prior to the sale:

(A) The landlord may seek to transfer ownership of record of the personal property by complying with the requirements of the appropriate state agency; and

(B) The landlord shall:

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

(I) That the personal property is abandoned;

(II) The tenant's name;

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

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

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

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

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

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

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

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

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

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

(12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the condition of personal property, the landlord is not liable for the condition of the personal property to:

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

(b) A person or nonprofit organization to whom the landlord gives the personal property pursuant to subsection (1)(b), (10)(b) or (11)(b) of this section.

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

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

(B) Unpaid rent.

(b) After deducting the amounts listed in paragraph (a) of this subsection, the landlord shall remit the remaining proceeds, if any, to the county tax collector to the extent of any unpaid property taxes and assessments owed on the dwelling or home.

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

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

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

(14) The county tax collector and the Department of Revenue shall cancel all unpaid property taxes and special assessments as provided under ORS 305.155 and 311.790 only under one of the following circumstances:

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

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

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

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

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

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

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

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

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

(i) The landlord's intent to sell the property in an arm's-length transaction to an unrelated buyer who intends to occupy the property in the facility in which the property is located; and

(ii) That the landlord shall comply with the requirements of this subsection; and

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

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

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

(iii) The period of time, which may not be more than is reasonably necessary, that is taken by the landlord to complete the sale of the property.

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

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

(A) Payment to the county tax collector or the Department of Revenue, as appropriate, of the amount remaining from the sale proceeds after the deduction of the landlord's claims and costs as described in the affidavit or declaration, up to the amount of the unpaid taxes or tax lien. The landlord may retain the amount of the sale proceeds that exceed the amount of the unpaid taxes or tax lien;

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

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

(d) Upon a showing of compliance with paragraph (c) of this subsection, the county tax collector or the Department of Revenue shall cancel all unpaid taxes or tax liens on the property.

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

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

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

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

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

(c) A county tax collector aggrieved by the noncompliance may recover from the landlord the actual damages sustained by the tax collector, if the noncompliance is part of an effort by the landlord to defraud the tax collector. ORS 90.255 does not authorize an award of attorney fees to the prevailing party in any action arising under this paragraph.

(19) The provisions of this section regarding the rights and responsibilities of a tenant to the abandoned personal property also apply to any lienholder, except that the lienholder may not sell or remove the dwelling or home unless:

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

(b) The tenant or a personal representative or designated person described in subsection (21) of this section has waived all rights under this section pursuant to subsection (24) of this section; or

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

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

(b) The lienholder's right to a storage agreement arises upon the failure of the tenant or, in the case of a deceased tenant, the personal representative, designated person, heir or devisee to remove or sell the dwelling or home within the allotted time.

(c) To exercise the right to a storage agreement under this subsection, in addition to contacting the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder must enter into the proposed storage agreement within 60 days after the landlord gives a copy of the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord may include a copy of the proposed storage agreement with the notice of abandoned property required by subsection (4) of this section. A lienholder enters into a storage agreement by signing a copy of the agreement provided by the landlord and personally delivering or mailing the signed copy to the landlord within the 60-day period. If the tenancy is in a marina, the proposed storage agreement is conditioned upon the tenant not electing to enter into a storage agreement under subsection (22) of this section.

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

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

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

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

(D) The lienholder repair any defects in the physical condition of the personal property that existed prior to the lienholder entering into the storage agreement, if the defects and necessary repairs are reasonably described in the storage agreement and, for homes that were first placed on the space within the previous 24 months, the repairs are reasonably consistent with facility standards in effect at the time of placement. The lienholder shall have 90 days after entering into the storage agreement to make the repairs. Failure to make the repairs within the allotted time constitutes a violation of the storage agreement and the landlord may terminate the agreement by giving at least 14 days' written notice to the lienholder stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the lienholder.

(e) Notwithstanding subsection (7)(b) of this section, a landlord may increase the storage charge if the increase is part of a facility-wide rent increase for all facility tenants, the increase is no greater than the increase for other tenants and the landlord gives the lienholder written notice consistent with the requirements of ORS 90.600.

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

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

(B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph for failure of the lienholder to pay a storage charge and the lienholder corrects the violation, if the lienholder again violates the storage agreement by failing to pay a subsequent storage charge, the landlord may terminate the agreement by giving at least 30 days' written notice to the lienholder stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the lienholder.

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

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

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

(a) The provisions of this section regarding the rights and responsibilities of a tenant to the abandoned personal property shall apply to any personal representative named in a will or appointed by a court to act for the deceased tenant or any person designated in writing by the tenant to be contacted by the landlord in the event of the tenant's death.

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

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

(B) Personally delivered or sent by first class mail to any personal representative or designated person if actually known to the landlord.

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

(d) If a personal representative, designated person or other person entitled to possession of the property, such as an heir or devisee, responds by actual notice to a landlord within the 45-day period provided by subsection (6) of this section and so requests, the landlord shall enter into a written storage agreement with the representative or person providing that the personal

property may not be sold or disposed of by the landlord for up to 90 days or until conclusion of any probate proceedings, whichever is later. A storage agreement entitles the representative or person to store the personal property on the previously rented space during the term of the agreement, but does not entitle anyone to occupy the personal property. If such an agreement is entered, the landlord may not enter a similar agreement with a lienholder pursuant to subsection (20) of this section until the agreement with the personal representative or designated person ends.

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

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

(g) If the representative or person violates the storage agreement, the landlord may terminate the agreement by giving at least 30 days' written notice to the representative or person stating facts sufficient to notify the representative or person of the reason for the termination. Unless the representative or person corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the representative or person.

(h) Upon the failure of a representative or person to enter into a storage agreement as provided by this subsection or upon termination of an agreement, unless the parties otherwise agree or the representative or person has sold or removed the property, the landlord may sell or dispose of the property pursuant to this section without further notice to the representative or person.

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

(b) To exercise the right to a storage agreement under this subsection, in addition to contacting the landlord with a timely response as described in paragraph (a) of this subsection, the tenant must enter into the proposed storage agreement within 60 days after the landlord gives a copy of the agreement to the tenant. The landlord shall give a copy of the proposed storage agreement to the tenant in the same manner as provided by subsection (3) of this section. The landlord may include a copy of the proposed storage agreement with the notice of abandoned property required by subsection (3) of this section. A tenant enters into a storage agreement by signing a copy of the agreement provided by the landlord and personally delivering or mailing the signed copy to the landlord within the 60-day period.

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

(A) The tenant make timely periodic payment of all storage charges, as described in subsection (7)(b) of this section, accruing from the commencement of the 45-day period

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

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

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

(D) The tenant repair any defects in the physical condition of the personal property that existed prior to the tenant entering into the storage agreement, except repair the float of the home, if the defects and necessary repairs are reasonably described in the storage agreement and, for homes that were first placed on the space within the previous 24 months, the repairs are reasonably consistent with facility standards in effect at the time of placement. The tenant shall have 90 days after entering into the storage agreement to make the repairs. Failure to make the repairs within the allotted time constitutes a violation of the storage agreement and the landlord may terminate the agreement by giving at least 14 days' written notice to the tenant stating facts sufficient to notify the tenant of the reason for termination. Unless the tenant corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the tenant.

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

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

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

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

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

(g) Upon the failure of a tenant to enter into a storage agreement as provided by this subsection or upon termination of an agreement, unless the parties otherwise agree, the

landlord may sell or dispose of the property pursuant to this section without further notice to the tenant after providing at least 15 days' written notice to any lienholder to enter into a storage agreement under subsection (20) of this section.

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

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

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

(c) The notice required by subsection (3) of this section must be as provided in subsection (5) of this section, except that:

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

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

(C) The landlord shall attach a copy of the agency's determination to the notice.

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

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

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

(A) The landlord;

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

(C) Any lienholder.

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

(25) Until personal property is conclusively presumed to be abandoned under subsection (9) of this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal property. [1997 c.577 §27b; 1999 c.603 §33; 1999 c.676 §24; 2001 c.44 §2; 2001 c.596 §40; 2003 c.378 §18; 2003 c.655 §58; 2003 c.658 §8; 2005 c.5 §2; 2005 c.619 §§21,22; 2007 c.906 §34; 2013 c.294 §13; 2015 c.217 §4; 2019 c.1 §10; 2019 c.625 §36]

90.680 Sale of dwelling or home on rented space; consignment sales; duties and rights of seller, prospective purchaser and landlord. (1) As used in this section, "consignment" means an agreement in which a tenant authorizes a landlord to sell a manufactured dwelling or floating home on behalf of the tenant who owns the dwelling or home in a facility that is owned by the landlord and for which the landlord receives compensation.

(2) A landlord may not deny any manufactured dwelling or floating home space tenant the right to sell a manufactured dwelling or floating home on a rented space or require the tenant to remove the dwelling or home from the space solely on the basis of the sale.

(3) A landlord may not require, as a condition of a tenant's occupancy, consignment of the tenant's manufactured dwelling or floating home.

(4)(a) A landlord may sell a tenant's manufactured dwelling or floating home on consignment only if:

(A) The sale involves a dwelling in a facility and the landlord is licensed to sell dwellings under ORS 446.661 to 446.756. The license may be held by a person that differs from the person that owns the facility and is the landlord, if there is common ownership between the two.

(B) The landlord and tenant first enter into a written consignment contract that specifies at a minimum:

(i) The duration of the contract, which, unless extended in writing, may not exceed 180 days;

(ii) The estimated square footage of the dwelling or home, and the make, model, year, vehicle identification number and license plate number, if known;

(iii) The price offered for sale of the dwelling or home;

(iv) Whether lender financing is permitted and the amount, if any, of the earnest money deposit;

(v) Whether the transaction is intended to be closed through a state-licensed escrow;

(vi) All liens, taxes and other charges known to be in existence against the dwelling or home that must be removed before the tenant can convey marketable title to a prospective buyer;

(vii) The method of marketing the sale of a dwelling or home to the public, such as signs posted at the facility or through advertisements posted on the Internet or published in newspapers or in other publications;

(viii) The form and amount of compensation to the landlord, such as a fixed fee, a percentage of the gross sale price or another similar arrangement. If the form of compensation is a fixed fee, the contract shall state the amount; and

(ix) For the purpose of determining the net sale proceeds that are payable to the tenant, the manner and order by which the gross sale proceeds will be applied to liens, taxes, actual costs of sale, landlord compensation and other closing costs.

(C) Within 10 days after a sale, the landlord pays to the tenant the tenant's share of the sale proceeds and provides to the tenant a written accounting for the sale proceeds.

(b) The landlord may not exact a commission or fee, however designated, or retain a portion of any sale proceeds for the sale of a manufactured dwelling or floating home on a rented space unless the landlord has acted as representative for the seller pursuant to a written consignment contract.

(5)(a) The landlord may not deny the tenant the right to place a "for sale" sign on or in a manufactured dwelling or floating home owned by the tenant. The size, placement and character of such signs shall be subject to reasonable rules of the landlord.

(b) If the landlord advertises a manufactured dwelling or floating home for sale within the facility, the tenant may advertise the sale of the tenant's dwelling or home by posting a sign in a similar manner and similar location.

(6) A landlord may not knowingly make false statements to a prospective purchaser about the quality of a tenant's manufactured dwelling or floating home.

(7) Nothing in this section prevents a landlord from selling to a prospective purchaser a manufactured dwelling or floating home owned by the landlord at a price or on terms, including space rent, that are more favorable than the price and terms offered for dwellings or homes that are for sale by a tenant.

(8) If the prospective purchaser of a manufactured dwelling or floating home desires to leave the dwelling or home on the rented space and become a tenant, the landlord may require in the rental agreement:

(a) Except when a termination or abandonment occurs, that a tenant give not more than 10 days' notice in writing prior to the sale of the dwelling or home on a rented space;

(b) That prior to the sale, the prospective purchaser submit to the landlord a complete and accurate written application for occupancy of the dwelling or home as a tenant after the sale is finalized and that a prospective purchaser may not occupy the dwelling or home until after the prospective purchaser is accepted by the landlord as a tenant;

(c) That a tenant give notice to any lienholder, prospective purchaser or person licensed to sell dwellings or homes of the requirements of paragraphs (b) and (d) of this subsection, the location of all properly functioning smoke alarms and any other rules and regulations of the facility such as those described in ORS 90.510 (5)(b), (f), (g), (i) and (j); and

(d) If the sale is not by a lienholder, that the prospective purchaser pay in full all rents, fees, deposits or charges owed by the tenant as authorized under ORS 90.140 and the rental agreement, prior to the landlord's acceptance of the prospective purchaser as a tenant.

(9)(a) If a landlord requires a prospective purchaser to submit an application for occupancy as a tenant under subsection (8) of this section, the landlord shall provide, upon request from the purchaser, a copy of the application. At the time that the landlord gives the prospective purchaser an application the landlord shall also give the prospective purchaser:

(A) Copies of the statement of policy, the rental agreement and the facility rules and regulations, including any conditions imposed on a subsequent sale, all as provided by ORS 90.510;

(B) Copies of any outstanding notices given to the tenant under ORS 90.632;

(C) A list of any disrepair or deterioration of the manufactured dwelling or floating home;

(D) A list of any failures to maintain the space or to comply with any other provisions of the rental agreement, including aesthetic or cosmetic improvements; and

(E) A statement that the landlord may require a prospective purchaser to complete repairs, maintenance and improvements as described in the notices and lists provided under subparagraphs (B) to (D) of this paragraph.

(b) The terms of the statement, rental agreement and rules and regulations need not be the same as those in the selling tenant's statement, rental agreement and rules and regulations.

(c) Consistent with ORS 90.305 (4)(b), a landlord may require a prospective purchaser to pay a reasonable copying charge for the documents.

(d) If a prospective purchaser agrees, a landlord may provide the documents in an electronic format.

(10) The following apply if a landlord receives an application for tenancy from a prospective purchaser under subsection (8) of this section:

(a) The landlord shall accept or reject the prospective purchaser's application within seven days following the day the landlord receives a complete and accurate written application. An application is not complete until the prospective purchaser pays any required applicant screening charge and provides the landlord with all information and documentation, including any financial data and references, required by the landlord pursuant to ORS 90.510 (5)(i). The landlord and the prospective purchaser may agree to a longer time period for the landlord to evaluate the prospective purchaser's application or to allow the prospective purchaser to address any failure to meet the landlord's screening or admission criteria. If a tenant has not previously given the landlord the 10 days' notice required under subsection (8)(a) of this section, the period provided for the landlord to accept or reject a complete and accurate written application is extended to 10 days.

(b) When a landlord considers an application for tenancy from a prospective purchaser of a dwelling or home from a tenant, the landlord shall apply to the prospective purchaser credit and conduct screening criteria that are substantially similar to the credit and conduct screening criteria the landlord applies to a prospective purchaser of a dwelling or home from the landlord.

(c) The landlord may not unreasonably reject a prospective purchaser as a tenant. Reasonable cause for rejection includes, but is not limited to, failure of the prospective purchaser to meet the landlord's conditions for approval as provided in ORS 90.510 (5)(i) or failure of the prospective purchaser's references to respond to the landlord's timely request for verification within the time allowed for acceptance or rejection under paragraph (a) of this subsection. Except as provided in paragraph (d) of this subsection, the landlord shall furnish to the seller and purchaser a written statement of the reasons for the rejection.

(d) If a rejection under paragraph (c) of this subsection is based upon a consumer report, as defined in 15 U.S.C. 1681a for purposes of the federal Fair Credit Reporting Act, the landlord may not disclose the contents of the report to anyone other than the purchaser. The landlord shall disclose to the seller in writing that the rejection is based upon information contained within a consumer report and that the landlord may not disclose the information within the report.

(11) The following apply if a landlord does not require a prospective purchaser to submit an application for occupancy as a tenant under subsection (8) of this section or if the landlord does not accept or reject the prospective purchaser as a tenant within the time required under subsection (10) of this section:

(a) The landlord waives any right to bring an action against the tenant under the rental agreement for breach of the landlord's right to establish conditions upon and approve a prospective purchaser of the tenant's dwelling or home;

(b) The prospective purchaser, upon completion of the sale, may occupy the dwelling or home as a tenant under the same conditions and terms as the tenant who sold the dwelling or home; and

(c) If the prospective purchaser becomes a new tenant, the landlord may impose conditions or terms on the tenancy that are inconsistent with the terms and conditions of the seller's rental agreement only if the new tenant agrees in writing.

(12) A landlord may not, because of the age, size, style or original construction material of the dwelling or home or because the dwelling or home was built prior to adoption of the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5403), in compliance with the standards of that Act in effect at that time or in compliance with the state building code as defined in ORS 455.010:

(a) Reject an application for tenancy from a prospective purchaser of an existing dwelling or home on a rented space within a facility; or

(b) Require a prospective purchaser of an existing dwelling or home on a rented space within a facility to remove the dwelling or home from the rented space.

(13) A tenant who has received a notice pursuant to ORS 90.632 may sell the tenant's dwelling or home in compliance with this section during the notice period. The tenant shall provide a prospective purchaser with a copy of any outstanding notice given to the tenant under ORS 90.632 prior to a sale. If the tenancy has been terminated pursuant to ORS 90.632, or the notice period provided in ORS 90.632 has expired without a correction of cause or extension of time to correct, a prospective purchaser does not have a right to leave the dwelling or home on the rented space and become a tenant.

(14) The following applies to a landlord that accepts a prospective purchaser as a tenant under subsection (10) of this section:

(a) Notwithstanding any waiver given by the landlord to the previous tenant, the landlord may require the new tenant to complete the repairs, maintenance and improvements described in the notices provided under subsection (9)(a)(B) to (D) of this section.

(b) Notwithstanding ORS 90.412, if the new tenant fails to complete the repairs, maintenance and improvements described in the notices provided under subsection (9)(a)(B) to (D) of this section within six months after the tenancy begins, the landlord may terminate the tenancy by giving the new tenant the notice required under ORS 90.630 or 90.632.

(15) Except as provided by subsection (13) of this section, after a tenancy has ended and during the period provided by ORS 90.675 (6) and (8), a former tenant retains the right to sell the tenant's dwelling or home to a purchaser who wishes to leave the dwelling or home on the rented space and become a tenant as provided by this section, if the former tenant makes timely periodic payment of all storage charges as provided by ORS 90.675 (7)(b), maintains the dwelling or home and the rented space on which it is stored and enters the premises only with the written permission of the landlord. Payment of the storage charges or maintenance of the dwelling or home and the space does not create or reinstate a tenancy or create a waiver pursuant to ORS 90.412 or 90.417. A former tenant may not enter the premises without the written permission of the landlord, including entry to maintain the dwelling or home or the space or to facilitate a sale.

(16) A landlord or tenant who sells a manufactured dwelling or floating home shall deliver title to the dwelling or home to the purchaser within 25 business days after completion of the sale. If the sale by contract requires future payments, the landlord or tenant shall notify the county that the purchaser is responsible for property tax payments. [Formerly 91.890; 1991 c.844 §14; 1993 c.580 §6; 1997 c.577 §27c; 1999 c.676 §25; 1999 c.820 §2; 2003 c.658 §9; 2005 c.22 §68; 2007 c.906 §35; 2013 c.443 §13; 2015 c.217 §5; 2017 c.324 §3]

90.690 [Formerly 91.910; 1991 c.844 §15; 1993 c.580 §7; 1995 c.559 §38; repealed by 1997 c.577 §50]

(Actions)

90.710 Causes of action; limit on cause of action of tenant. (1)(a) Except as provided in paragraph (b) of this subsection, any person aggrieved by a violation of ORS 90.525, 90.630, 90.680 or 90.765 has a cause of action against the violator for any damages sustained as a result of the violation or $500, whichever is greater.

(b) If a person violates ORS 90.680 three or more times within a 24-month period, a person has a cause of action against the violator for any damages sustained as a result of the third or subsequent violation or $1,000, whichever is greater.

(2)(a) Except as provided in paragraphs (b) and (c) of this subsection, a tenant has a cause of action against the landlord for a violation of ORS 90.510 (4) for any damages sustained as a result of the violation, or $100, whichever is greater.

(b) The tenant has no cause of action if, within 10 days after the tenant requests a written agreement from the landlord, the landlord offers to enter into a written agreement that does not substantially alter the terms of the oral agreement made when the tenant rented the space and that complies with this chapter.

(c) If, within 10 days after being served with a complaint alleging a violation of ORS 90.510, the landlord offers to enter into a written rental agreement with each of the other tenants of the landlord that does not substantially alter the terms of the oral agreement made when each tenant rented the space and that complies with this chapter, then the landlord is not subject to any further liability to the other tenants for previous violations of ORS 90.510.

(d) Notwithstanding ORS 41.580 (1), if a landlord and a tenant mutually agree on the terms of an oral agreement for renting residential property, but the tenant refuses to sign a written memorandum of that agreement after it has been reduced to writing by the landlord and offered to the tenant for the tenant's signature, the oral agreement is enforceable notwithstanding the tenant's refusal to sign.

(e) A purchaser has a cause of action, for damages sustained or $100, whichever is greater, against a seller who sells the tenant's manufactured dwelling or floating home to the purchaser before the landlord has accepted the purchaser as a tenant if:

(A) The landlord rejects the purchaser as a tenant; and

(B) The seller knew the purchaser intended to leave the manufactured dwelling or floating home on the space. [Formerly 91.900; 1991 c.67 §16; 1991 c.844 §16; 1995 c.559 §39; 1995 c.618 §52; 2015 c.217 §6; 2019 c.268 §4]

90.720 Action to enjoin violation of ORS 90.750 or 90.755. In addition to the tenant's cause of action under ORS 90.710, any tenant prevented from exercising the rights in ORS 90.750 or 90.755 may bring an action in the appropriate court having jurisdiction in the county in which the alleged infringement occurred, and upon favorable adjudication, the court shall enjoin the enforcement of any provision contained in any bylaw, rental agreement, regulation or rule, pertaining to a facility, which operates to deprive the tenant of these rights. [Formerly 91.930]

(Landlord Rights and Obligations)

90.725 Landlord or agent access to rented space; remedies. (1) As used in this section:

(a) "Emergency" includes but is not limited to:

(A) A repair problem that, unless remedied immediately, is likely to cause serious physical harm or damage to individuals or property.

(B) The presence of a hazard tree on a rented space in a manufactured dwelling park.

(b) "Unreasonable time" refers to a time of day, day of the week or particular time that conflicts with the tenant's reasonable and specific plans to use the space.

(c) "Yard maintenance, equipment servicing or grounds keeping" includes, but is not limited to, servicing individual septic tank systems or water pumps, weeding, mowing grass and pruning trees and shrubs.

(2) A landlord or a landlord's agent may enter onto a rented space, not including the tenant's manufactured dwelling or floating home or an accessory building or structure, to:

(a) Inspect the space;

(b) Make necessary or agreed repairs, decorations, alterations or improvements;

(c) Inspect or maintain trees;

(d) Supply necessary or agreed services;

(e) Perform agreed yard maintenance, equipment servicing or grounds keeping;

(f) Exhibit the space to prospective or actual purchasers of the facility, mortgagees, tenants, workers or contractors; or

(g) Install or maintain a utility or service line or submeter under ORS 90.560 to 90.584.

(3) The right of access of the landlord or landlord's agent is limited as follows:

(a) A landlord or landlord's agent may enter upon the rented space without consent of the tenant and without notice to the tenant for the purpose of serving notices required or permitted under this chapter, the rental agreement or any provision of applicable law.

(b) In case of an emergency, a landlord or landlord's agent may enter the rented space without consent of the tenant, without notice to the tenant and at any time. If a landlord or landlord's agent makes an emergency entry in the tenant's absence, the landlord shall give the tenant actual notice within 24 hours after the entry, and the notice shall include the fact of the entry, the date and time of the entry, the nature of the emergency and the names of the persons who entered.

(c) If the tenant requests repairs or maintenance in writing, the landlord or landlord's agent, without further notice, may enter upon demand, in the tenant's absence or without consent of the tenant, for the purpose of making the requested repairs until the repairs are completed. The tenant's written request may specify allowable times. Otherwise, the entry must be at a reasonable time. The authorization to enter provided by the tenant's written request expires after seven days, unless the repairs are in progress and the landlord or landlord's agent is making a reasonable effort to complete the repairs in a timely manner. If the person entering to do the repairs is not the landlord, upon request of the tenant, the person must show the tenant written evidence from the landlord authorizing that person to act for the landlord in making the repairs.

(d) If a written agreement requires the landlord to perform yard maintenance, equipment servicing or grounds keeping for the space:

(A) A landlord and tenant may agree that the landlord or landlord's agent may enter for that purpose upon the space, without notice to the tenant, at reasonable times and with reasonable frequency. The terms of the right of entry must be described in the rental agreement or in a separate written agreement.

(B) A tenant may deny consent for a landlord or landlord's agent to enter upon the space pursuant to this paragraph if the entry is at an unreasonable time or with unreasonable frequency. The tenant must assert the denial by giving actual notice of the denial to the landlord or landlord's agent prior to, or at the time of, the attempted entry.

(e) In all other cases, unless there is an agreement between the landlord and the tenant to the contrary regarding a specific entry, the landlord shall give the tenant at least 24 hours' actual notice of the intent of the landlord to enter and the landlord or landlord's agent may enter only at reasonable times. The landlord or landlord's agent may not enter if the tenant, after receiving the landlord's notice, denies consent to enter. The tenant must assert this denial of consent by giving actual notice of the denial to the landlord or the landlord's agent prior to, or at the time of, the attempt by the landlord or landlord's agent to enter.

(f) Notwithstanding paragraph (e) of this subsection, a landlord or the landlord's agent may enter a rented space solely to inspect a tree despite a denial of consent by the tenant if the landlord or the landlord's agent has given at least 24 hours' actual notice of the intent to enter to inspect the tree and the entry occurs at a reasonable time.

(4) A landlord shall not abuse the right of access or use it to harass the tenant. A tenant shall not unreasonably withhold consent from the landlord to enter.

(5) A landlord has no other right of access except:

(a) Pursuant to court order;

(b) As permitted by ORS 90.410 (2);

(c) As permitted under ORS 90.580; or

(d) When the tenant has abandoned or relinquished the premises.

(6) If a landlord is required by a governmental agency to enter a rented space, but the landlord fails to gain entry after a good faith effort in compliance with this section, the landlord shall not be found in violation of any state statute or local ordinance due to the failure.

(7) If a landlord has a report from an arborist licensed as a landscape construction professional pursuant to ORS 671.560 and certified by the International Society of Arboriculture that a tree on the rented space is a hazard tree that must be maintained by the landlord as described in ORS 90.727, the landlord is not liable for any damage or injury as a result of the hazard tree if the landlord is unable to gain entry after a good faith effort in compliance with this section.

(8) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or may terminate the rental agreement pursuant to ORS 90.630 (1) and take possession in the manner provided in ORS 105.105 to 105.168. In addition, the landlord may recover actual damages.

(9) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but that have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the reoccurrence of the conduct or may terminate the rental agreement pursuant to ORS 90.620 (1). In addition, the tenant may recover actual damages not less than an amount equal to one month's rent. [1999 c.676 §2; 2005 c.619 §23; 2013 c.443 §6; 2019 c.625 §66]

90.727 Maintenance of trees in rented spaces. (1) As used in this section:

(a) "Maintaining a tree" means removing or trimming a tree for the purpose of eliminating features of the tree that cause the tree to be hazardous, or that may cause the tree to become hazardous in the near future.

(b) "Removing a tree" includes:

(A) Felling and removing the tree; and

(B) Grinding or removing the stump of the tree.

(2) The landlord or tenant that is responsible for maintaining a tree must engage a landscape construction professional with a valid license issued pursuant to ORS 671.560 to maintain any tree with a DBH of eight inches or more.

(3) A landlord:

(a) Shall maintain a tree that is a hazard tree, that was not planted by the current tenant, on a rented space in a manufactured dwelling park if the landlord knows or should know that the tree is a hazard tree.

(b) May maintain a tree on the rented space to prevent the tree from becoming a hazard tree.

(c) Has discretion to decide whether the appropriate maintenance is removal or trimming of the hazard tree.

(d) Is not responsible for maintaining a tree that is not a hazard tree or for maintaining any tree for aesthetic purposes.

(4) In addition to complying with ORS 90.725, before entering a tenant's space to inspect or maintain a tree, the landlord must provide the tenant with:

(a) Reasonable notice to inspect a tree.

(b) Reasonable written notice to maintain a tree and, except as necessary to avoid an imminent and serious harm to persons or property, a reasonable opportunity for the tenant to maintain the tree. The notice must specify any tree that the landlord intends to remove.

(5) Except as provided in subsection (3) of this section, a tenant is responsible for maintaining the trees on the tenant's space in a manufactured dwelling park at the tenant's expense. The tenant may retain an arborist licensed as a landscape construction professional pursuant to ORS 671.560 and certified by the International Society of Arboriculture to inspect a tree on the tenant's rented space at the tenant's expense and if the arborist determines that the tree is a hazard, the tenant may:

(a) Require the landlord to maintain a tree that is the landlord's responsibility under subsection (3) of this section; or

(b) Maintain the tree at the tenant's expense, after providing the landlord with reasonable written notice of the proposed maintenance and a copy of the arborist's report.

(6) If a manufactured dwelling cannot be removed from a space without first removing or trimming a tree on the space, the owner of the manufactured dwelling may remove or trim the tree at the dwelling owner's expense, after giving reasonable written notice to the landlord, for the purpose of removing the manufactured dwelling. [2013 c.443 §5; 2019 c.625 §35]

90.729 Temporary movement of floating home; notice; costs paid by landlord. (1) A landlord may require a tenant in a marina to move the tenant's floating home under this section for reasons allowing for the safety and convenience of the marina and other tenants, including:

(a) Moving another floating home within the marina;

(b) Repairing an adjacent floating home; or

(c) Dredging, repairing an adjacent dock or otherwise repairing or improving the marina.

(2) Before requiring the tenant to move, the landlord must give written notice to the tenant specifying the reason for the move, describing the parties' rights and obligations under subsections (4) to (6) of this section, the allowable dates for the move and the maximum duration of the move.

(3) The notice under subsection (2) of this section must be given:

(a) No less than 48 hours before the move if necessary to prevent the risk of serious and imminent harm to persons or property within the marina; or

(b) Thirty days before the move in all other cases.

(4) The landlord must:

(a) Move the floating home to another space in the marina that allows the tenant to continue to occupy the home.

(b) Return the floating home to its original space at the end of the relocation period.

(5) A landlord must pay:

(a) The costs to prepare the floating home for the move;

(b) The costs to move the floating home;

(c) The costs to prepare the floating home for its temporary location in the marina;

(d) If the relocation lasts more than 30 days, unless the floating home cannot be restored to its original space because weather or water conditions are unsafe, actual damages based on a decrease in value or quality of the temporary location;

(e) The costs to return the floating home to its original location in the original space; and

(f) The costs to repair any damage to the floating home or tenant's personal property caused by the move or to replace the property.

(6) A landlord is required to make any payments due to the tenant under subsection (5) of this section within 30 days from the date the cost is incurred.

(7) If a tenant prohibits the landlord from moving the floating home under this section, a landlord may give notice to terminate the tenancy under ORS 90.630.

(8) If a landlord fails to comply with a provision of this section, a tenant is entitled to damages of one month's rent or twice the tenant's actual damages, whichever is greater. [2019 c.625 §33]

90.730 Landlord duty to maintain rented space, vacant spaces and common areas in habitable condition. (1) As used in this section, "facility common areas" means all areas under control of the landlord and held out for the general use of tenants.

(2) A landlord who rents a space for a manufactured dwelling or floating home shall at all times during the tenancy maintain the rented space, vacant spaces in the facility and the facility common areas in a habitable condition. The landlord does not have a duty to maintain a dwelling or home. A landlord's habitability duty under this section includes only the matters described in subsections (3) to (6) of this section.

(3) For purposes of this section, a rented space is considered unhabitable if it substantially lacks:

(a) A sewage disposal system and a connection to the space approved under applicable law at the time of installation and maintained in good working order to the extent that the sewage disposal system can be controlled by the landlord;

(b) If required by applicable law, a drainage system reasonably capable of disposing of storm water, ground water and subsurface water, approved under applicable law at the time of installation and maintained in good working order;

(c) A water supply and a connection to the space approved under applicable law at the time of installation and maintained so as to provide safe drinking water and to be in good working order to the extent that the water supply system can be controlled by the landlord;

(d) An electrical supply and a connection to the space approved under applicable law at the time of installation and maintained in good working order to the extent that the electrical supply system can be controlled by the landlord;

(e) A natural gas or propane gas supply and a connection to the space approved under applicable law at the time of installation and maintained in good working order to the extent that the gas supply system can be controlled by the landlord, if the utility service is provided within the facility pursuant to the rental agreement;

(f) At the time of commencement of the rental agreement, buildings, grounds and appurtenances that are kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;

(g) Excluding the normal settling of land, a surface or ground capable of supporting a manufactured dwelling approved under applicable law at the time of installation and maintained to support a dwelling in a safe manner so that it is suitable for occupancy. A landlord's duty to maintain the surface or ground arises when the landlord knows or should

know of a condition regarding the surface or ground that makes the dwelling unsafe to occupy; and

(h) Completion of any landlord-provided space improvements, including but not limited to installation of carports, garages, driveways and sidewalks, approved under applicable law at the time of installation.

(4) A rented space is considered unhabitable if the landlord does not maintain a hazard tree as required by ORS 90.727.

(5) A vacant space in a facility is considered unhabitable if the space substantially lacks safety from the hazards of fire or injury.

(6) A facility common area is considered unhabitable if it substantially lacks:

(a) Buildings, grounds and appurtenances that are kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;

(b) Safety from the hazards of fire;

(c) Trees, shrubbery and grass maintained in a safe manner;

(d) If supplied or required to be supplied by the landlord to a common area, a water supply system, sewage disposal system or system for disposing of storm water, ground water and subsurface water approved under applicable law at the time of installation and maintained in good working order to the extent that the system can be controlled by the landlord; and

(e) Except as otherwise provided by local ordinance or by written agreement between the landlord and the tenant, an adequate number of appropriate receptacles for garbage and rubbish in clean condition and good repair at the time of commencement of the rental agreement and for which the landlord shall provide and maintain appropriate serviceable receptacles thereafter and arrange for their removal.

(7) The landlord and tenant may agree in writing that the tenant is to perform specified repairs, maintenance tasks and minor remodeling only if:

(a) The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord;

(b) The agreement does not diminish the obligations of the landlord to other tenants on the premises; and

(c) The terms and conditions of the agreement are clearly and fairly disclosed and adequate consideration for the agreement is specifically stated. [1999 c.676 §6; 2007 c.906 §40; 2011 c.503 §10; 2013 c.443 §2; 2015 c.217 §7]

90.732 Landlord registration; registration fee. (1) Every landlord of a facility shall register annually in writing with the Housing and Community Services Department. The department shall charge the landlord a registration fee of $100 for facilities with more than 20 spaces and $50 for facilities with 20 or fewer spaces. The landlord shall file a registration and pay a registration fee for each facility owned or managed by the landlord. The registration shall consist of the following information:

(a) The name and business mailing address of the landlord and of any person authorized to manage the premises of the facility.

(b) The name of the facility.

(c) The physical address of the facility and, if different from the physical address, the mailing address.

(d) A telephone number of the facility.

(e) The total number of spaces in the facility.

(2) The landlord of a new facility shall register with the department no later than 60 days after the opening of the facility.

(3) The department shall send a written reminder notice to each landlord that holds a current registration under this section before the due date for the landlord to file a new registration. The department shall confirm receipt of a registration.

(4) Notwithstanding subsections (1) to (3) of this section, the department may provide for registration and confirmation of registration to be accomplished by electronic means instead of in writing.

(5) Moneys from registration fees described in subsection (1) of this section must be deposited in the Manufactured and Marina Communities Account. [2005 c.619 §2; 2007 c.906 §38; 2009 c.816 §10; 2015 c.217 §3; 2019 c.625 §§5,18]

90.734 Manager or owner continuing education requirements. (1) At least one person for each facility who has authority to manage the premises of the facility shall, every two years, complete four hours of continuing education relating to the management of facilities. The following apply for a person whose continuing education is required:

(a) If there is any manager or owner who lives in the facility, the person completing the continuing education must be a manager or owner who lives in the facility.

(b) If no manager or owner lives in the facility, the person completing the continuing education must be a manager who lives outside the facility or, if there is no manager, an owner of the facility.

(c) A manager or owner may satisfy the continuing education requirement for more than one facility that does not have a manager or owner who lives in the facility.

(2) If a person becomes the facility manager or owner who is responsible for completing continuing education, and the person does not have a current certificate of completion issued under subsection (3) of this section, the person shall complete the continuing education requirement by taking the next regularly scheduled continuing education class or by taking a continuing education class held within 75 days.

(3) The Housing and Community Services Department shall ensure that continuing education classes:

(a) Are offered at least once every six months;

(b) Are offered by a statewide nonprofit trade association in Oregon representing facility interests and approved by the department;

(c) Have at least one-half of the class instruction on one or more provisions of ORS chapter 90, ORS 105.105 to 105.168, fair housing law or other law relating to landlords and tenants;

(d) Provide a certificate of completion to all attendees; and

(e) Provide the department with the following information:

(A) The name of each person who attends a class;

(B) The name of the attendee's facility;

(C) The city or county in which the attendee's facility is located;

(D) The date of the class; and

(E) The names of the persons who taught the class.

(4) The department, a trade association or instructor is not responsible for the conduct of a landlord, manager, owner or other person attending a continuing education class under this section. This section does not create a cause of action against the department, a trade association or instructor related to the continuing education class.

(5) The owner of a facility is responsible for ensuring compliance with the continuing education requirements in this section.

(6) The department shall annually send a written reminder notice regarding continuing education requirements under this section to each facility at the address shown in the facility registration filed under ORS 90.732. [2005 c.619 §3; 2007 c.906 §39; 2009 c.816 §11; 2011 c.503 §19; 2019 c.625 §19]

90.736 Civil penalties. (1) The Housing and Community Services Department may assess a civil penalty against a landlord or owner if the department finds that the landlord or owner has not complied with ORS 90.732 or 90.734. The civil penalty may not exceed $1,000. The department shall assess the civil penalty according to the schedule of penalties developed by the department under ORS 90.738. In assessing a civil penalty under this section, the department shall take into consideration any good faith efforts by the landlord or owner to comply with ORS 90.732 or 90.734.

(2) The department shall deposit a civil penalty assessed under this section in the Manufactured and Marina Communities Account.

(3) If a civil penalty assessed under this section is not paid on or before 90 days after the order assessing the civil penalty becomes final by operation of law, the department may file the order with the county clerk of the county where the facility is located as a lien against the facility. In addition to any other available remedy, recording the order in the County Clerk Lien Record has the effect provided for in ORS 205.125 and 205.126 and the order may be enforced as provided in ORS 205.125 and 205.126. [2005 c.619 §4; 2009 c.816 §12; 2019 c.625 §§6,20]

Note: 90.736 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 90 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

90.738 Enforcement of registration and education requirements; advisory committee; rules. (1) The Housing and Community Services Department shall adopt rules for the administration and enforcement of ORS 90.732 and 90.734. The rules shall include, but need not be limited to, a rule that establishes a schedule of civil penalties for noncompliance that is consistent with the amount limitation established under ORS 90.736.

(2) The department shall appoint an advisory committee to advise the department in drafting the rules required by subsection (1) of this section and to assist the department in implementing and administering the duties of the department regarding the registration and continuing education requirements established in ORS 90.732 and 90.734. The advisory committee shall include representatives of interested parties, including but not limited to representatives of manufactured dwelling park landlords and representatives of manufactured dwelling park tenants. [2009 c.816 §9]

Note: 90.738 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 90 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

(Tenant Rights and Obligations)

90.740 Tenant obligations. A tenant shall:

(1) Install the tenant's manufactured dwelling or floating home and any accessory building or structure on a rented space in compliance with applicable laws and the rental agreement.

(2) Except as provided by the rental agreement, dispose from the dwelling or home and the rented space all ashes, garbage, rubbish and other waste in a clean, safe and legal manner. With regard to needles, syringes and other infectious waste, as defined in ORS 459.386, the tenant may not dispose of these items by placing them in garbage receptacles or in any other place or manner except as authorized by state and local governmental agencies.

(3) Behave, and require persons on the premises with the consent of the tenant to behave, in compliance with the rental agreement and with any laws or ordinances that relate to the tenant's behavior as a tenant.

(4) Except as provided by the rental agreement:

(a) Use the rented space and the facility common areas in a reasonable manner considering the purposes for which they were designed and intended;

(b) Keep the rented space in every part free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin as the condition of the rented space permits and to the extent that the tenant is responsible for causing the problem. The tenant shall cooperate to a reasonable extent in assisting the landlord in any reasonable effort to remedy the problem;

(c) Keep the dwelling or home, and the rented space, safe from the hazards of fire;

(d) Install and maintain in the dwelling or home a smoke alarm approved under applicable law;

(e) Install and maintain storm water drains on the roof of the dwelling or home and connect the drains to the drainage system, if any;

(f) Use electrical, water, storm water drainage and sewage disposal systems in a reasonable manner and maintain the connections to those systems;

(g) Refrain from deliberately or negligently destroying, defacing, damaging, impairing or removing any part of the facility, other than the tenant's own dwelling or home, or knowingly permitting any person to do so;

(h) Maintain, water and mow or prune any shrubbery or grass on the rented space;

(i) Maintain and water trees, including cleanup and removal of fallen branches and leaves, on the rented space for a manufactured dwelling except for hazard trees as provided in ORS 90.727; and

(j) Behave, and require persons on the premises with the consent of the tenant to behave, in a manner that does not disturb the peaceful enjoyment of the premises by neighbors. [1999 c.676 §3; 2013 c.443 §3]

90.750 Right to assemble or canvass in facility; limitations. No provision contained in any bylaw, rental agreement, regulation or rule pertaining to a facility shall:

(1) Infringe upon the right of persons who rent spaces in a facility to peaceably assemble in an open public meeting for any lawful purpose, at reasonable times and in a reasonable manner, in the common areas or recreational areas of the facility. Reasonable times shall include daily the hours between 8 a.m. and 10 p.m.

(2) Infringe upon the right of persons who rent spaces in a facility to communicate or assemble among themselves, at reasonable times and in a reasonable manner, for the purpose of discussing any matter, including but not limited to any matter relating to the facility or manufactured dwelling or floating home living. The discussions may be held in the common areas or recreational areas of the facility, including halls or centers, or any resident's dwelling unit or floating home. The landlord of a facility, however, may enforce reasonable rules and regulations including but not limited to place, scheduling, occupancy densities and utilities.

(3) Prohibit any person who rents a space for a manufactured dwelling or floating home from canvassing other persons in the same facility for purposes described in this section. As used in this subsection, "canvassing" includes door-to-door contact, an oral or written request, the distribution, the circulation, the posting or the publication of a notice or newsletter or a general announcement or any other matter relevant to the membership of a tenants' association.

(4) This section is not intended to require a landlord to permit any person to solicit money, except that a tenants' association member, whether or not a tenant of the facility, may personally collect delinquent dues owed by an existing member of a tenants' association.

(5) This section is not intended to require a landlord to permit any person to disregard a tenant's request not to be canvassed. [Formerly 91.920; 1991 c.844 §17; 1997 c.303 §2]

90.755 Right to speak on political issues; limitations; placement of political signs. (1) No provision in any bylaw, rental agreement, regulation or rule may infringe upon the right of a person who rents a space for a manufactured dwelling or floating home to invite public officers, candidates for public office or officers or representatives of a tenant organization to appear and speak upon matters of public interest in the common areas or recreational areas of the facility at reasonable times and in a reasonable manner in an open public meeting. The landlord of a facility, however, may enforce reasonable rules and regulations relating to the time, place and scheduling of the speakers that will protect the interests of the majority of the homeowners.

(2) The landlord shall allow the tenant to place political signs on or in a manufactured dwelling or floating home owned by the tenant or the space rented by the tenant. The size of the signs and the length of time for which the signs may be displayed are subject to the reasonable rules of the landlord. [Formerly 91.925; 1991 c.844 §18; 1995 c.559 §40; 2009 c.816 §17]

90.760 [Formerly 91.905; 1991 c.844 §23; 2014 c.89 §6; renumbered 90.805 in 2015]

90.765 Prohibitions on retaliatory conduct by landlord. (1) In addition to the prohibitions of ORS 90.385, a landlord who rents a space for a manufactured dwelling or floating home may not retaliate by increasing rent or decreasing services, by serving a notice to terminate the tenancy or by bringing or threatening to bring an action for possession after:

(a) The tenant has expressed an intention to complain to agencies listed in ORS 90.385;

(b) The tenant has made any complaint to the landlord which is in good faith;

(c) The tenant has filed or expressed intent to file a complaint under ORS 659A.820; or

(d) The tenant has performed or expressed intent to perform any other act for the purpose of asserting, protecting or invoking the protection of any right secured to tenants under any federal, state or local law.

(2) If the landlord acts in violation of subsection (1) of this section the tenant is entitled to the remedies provided in ORS 90.710 (1) and has a defense in any retaliatory action against the tenant for possession. [Formerly 91.870; 1991 c.67 §17; 1993 c.18 §17; 2001 c.621 §84]

(Dispute Resolution)

90.767 Mandatory mediation. (1) For disputes subject to mediation under this section, if any party initiates mediation under this section, mediation is mandatory. A landlord of a

tenancy subject to ORS 90.505 to 90.850 shall establish a mediation policy to resolve disputes related to:

(a) Landlord or tenant compliance with the rental agreement or with the provisions of this chapter;

(b) Landlord or tenant conduct within the facility; or

(c) The modification of a rule or regulation under ORS 90.610.

(2) A mediation policy under this section must include:

(a) The process and format by which a tenant or landlord may initiate mediation.

(b) The names and contact information, including the phone number and website address, for mediation services available through the referral program provided by the Housing and Community Services Department under ORS 456.403 (2) and any other no-cost mediation service acceptable to the landlord.

(c) Information substantially explaining requirements for mediation under subsections (3) to (7) of this section.

(3) Mediation conducted under this section:

(a) In addition to any process authorized under subsection (2)(a) of this section, may be initiated by the landlord or tenant's contact with the Housing and Community Services Department in a format required by the department.

(b) May not resolve any matters except by the agreement of all parties.

(c) Must require that communications from all parties are held strictly confidential and may not be used in any legal proceedings.

(d) May be used to resolve:

(A) Disputes between the landlord and one or more tenants, initiated by any party; and

(B) Disputes between any two or more tenants, initiated only by the landlord.

(e) Must allow a party to designate any person, including a nonattorney, to represent the interests of the party provided that the person has the authority to bind that party to any resolution of the dispute.

(f) Must comply with any other provisions as the Housing and Community Services Department may require by rule.

(4) Parties must participate in mediation under this section by making a good faith effort to schedule mediation within 30 days after mediation is initiated, attending and participating in mediation and cooperating with reasonable requests of the mediator.

(5) After mediation has been initiated and while it is ongoing under this section:

(a) Any statute of limitations related to the dispute is tolled.

(b) A party may not file an action related to the dispute, including an action for possession under ORS 105.110.

(c)(A) A tenant shall continue paying rent to the landlord.

(B) A landlord receiving rent under this paragraph has not accepted rent for the purposes of ORS 90.412 (2), provided that the landlord refunds the rent within 10 days following the conclusion of mediation.

(6) Unless specifically provided for in a mediation policy established under this section, or agreed to by all parties, no party may initiate mediation for:

(a) Facility closures consistent with ORS 90.645 or 90.671.

(b) Facility sales consistent with ORS 90.842 to 90.850.

(c) Rent increases consistent with ORS 90.600.

(d) Rent payments or amounts owed.

(e) Tenant violations alleged in a termination notice given under ORS 90.394, 90.396 or 90.630 (10).

(f) Violations of an alleged unauthorized person in possession in a notice given under ORS 90.403.

(g) Unless initiated by the victim, a dispute involving allegations of domestic violence, sexual assault or stalking or a dispute between the victim and the alleged perpetrator.

(h) A dispute arising after the termination of the tenancy, including under ORS 90.425, 90.675 or 105.161.

(7) This section does not require any party to:

(a) Reach an agreement on any or all issues submitted to mediation;

(b) Participate in more than one mediation session or participate for an unreasonable length of time in a session; or

(c) Waive or forgo any rights or remedies or the use of any other available informal dispute resolution process.

(8) A mediator in a mediation under this section shall notify the Housing and Community Services Department as to whether the dispute was resolved through mediation but may not provide the department with the contents of any resolution.

(9) A landlord may unilaterally amend a rental agreement or facility rules and regulations to comply with this section.

(10) If a party refuses to participate in good faith in mediation with another party or uses mediation to harass another party, the other party:

(a) Has a defense to a claim related to the subject of the dispute for which mediation was sought; and

(b) Is entitled to damages of one month's rent against the party. [2019 c.625 §8]

90.769 Informal dispute resolution. In addition to mandatory mediation required under ORS 90.767, a facility may establish an informal dispute resolution procedure that ensures each issue with merit is addressed within 30 days after receipt of a formal complaint. [Formerly 446.547]

90.770 [Formerly 91.950; 1991 c.844 §29; 1997 c.249 §33; 1999 c.154 §1; repealed by 2001 c.596 §25 (90.771 enacted in lieu of 90.770)]

90.771 Confidentiality of information regarding disputes. (1) In order to foster the role of the Housing and Community Services Department in mediating and resolving disputes between landlords and tenants of manufactured dwelling and floating home facilities, the department shall establish procedures to maintain the confidentiality of information received by the department pertaining to individual landlords and tenants of facilities and to landlord-tenant disputes. The procedures must comply with the provisions of this section.

(2) Except as provided in subsection (3) of this section, the department shall treat as confidential and not disclose:

(a) The identity of a landlord, tenant or complainant involved in a dispute or of a person who provides information to the department in response to a department investigation of a dispute;

(b) Information provided to the department by a landlord, tenant, complainant or other person relating to a dispute; or

(c) Information discovered by the department in investigating a dispute.

(3) The department may disclose:

(a) Information described in subsection (2) of this section to a state agency; and

(b) Information described in subsection (2) of this section if the landlord, tenant, complainant or other person who provided the information being disclosed, or the legal representative thereof, consents orally or in writing to the disclosure and specifies to whom the disclosure may be made. Only the landlord, tenant, complainant or other person who provided the information to the department may authorize or deny the disclosure of the information.

(4) This section does not prohibit the department from compiling and disclosing examples and statistics that demonstrate information such as the type of dispute, frequency of occurrence and geographical area where the dispute occurred if the identity of the landlord, tenant, complainant and other persons are protected. [2001 c.596 §26 (enacted in lieu of 90.770); 2003 c.21 §2; 2005 c.22 §69; 2019 c.625 §63]

90.775 Rules. The Housing and Community Services Department may adopt rules necessary to carry out the provisions of ORS 90.771. [Formerly 91.955; 2001 c.596 §49]

(Facility Purchase)

90.800 Policy. (1) The State of Oregon encourages affordable housing options for all Oregonians. One housing alternative chosen by many Oregonians is facility living. The Legislative Assembly finds that many facility tenants would like to join together, alone or in cooperation with an associated entity, to purchase the facility in which the tenants live in order to have greater control over the costs and environment of their housing. The Legislative Assembly also finds that current market conditions place tenants at a disadvantage with other potential investors in the purchase of facilities.

(2) It is the policy of the State of Oregon to encourage facility tenants to participate in the housing marketplace by ensuring that technical assistance, financing opportunities, notice of sale of facilities and the option to purchase facilities are made available to tenants who choose to participate in the purchase of a facility.

(3) The purpose of ORS 90.800 to 90.850, 456.579 and 456.581 is to strengthen the private housing market in Oregon by encouraging all Oregonians to have the ability to participate in the purchase of housing of their choice. [1989 c.919 §1; 1991 c.844 §24; 1995 c.559 §42; 2014 c.89 §7; 2017 c.315 §1]

90.805 [Formerly 90.760; repealed by 2019 c.625 §25]

90.810 [1989 c.919 §8; 1991 c.844 §25; 1995 c.559 §43; 2014 c.89 §8; repealed by 2019 c.625 §25]

90.815 [1989 c.919 §9; 1991 c.844 §26; 2014 c.89 §9; repealed by 2019 c.625 §25]

90.820 [1989 c.919 §10; 1991 c.844 §19; 1999 c.222 §1; 1999 c.603 §34a; 2009 c.295 §1; 2014 c.89 §10; repealed by 2019 c.625 §25]

90.830 [1989 c.919 §11; 1991 c.844 §27; 1999 c.222 §2; 2014 c.89 §11; repealed by 2019 c.625 §25]

90.840 Park purchase funds, loans. (1) The Director of the Housing and Community Services Department may lend funds available to the Housing and Community Services Department to provide funds necessary to carry out the provisions of ORS 456.581 (2). Such

funds advanced shall be repaid to the Housing and Community Services Department as determined by the director.

(2) Notwithstanding any budget limitation, the director may spend funds available from the Manufactured Dwelling Parks Account to employ personnel to carry out the provisions of ORS 456.581 (1). [1989 c.919 §12; 2019 c.595 §17]

90.842 Notice of sale of facility; contents; formation of tenants committee for purchasing facility. (1) An owner of a facility shall give written notice of the owner's interest in selling the facility before the owner markets the facility for sale or when the owner receives an offer to purchase that the owner intends to consider, whichever occurs first.

(2) The owner shall give the notice required by subsection (1) of this section to:

(a) All tenants of the facility; or

(b) A tenants committee, if there is an existing committee of tenants formed for purposes including the purchase of the facility and with which the owner has met in the 12-month period immediately before delivery of the notice.

(3) The owner shall also give the notice required by subsection (1) of this section to the Housing and Community Services Department in the manner prescribed by the department by rule.

(4) The notice must include the following:

(a) The owner is considering selling the facility.

(b) The tenants, through a tenants committee, have an opportunity to compete to purchase the facility.

(c) In order to compete to purchase the facility, within 15 days after delivery of the notice, the tenants must form or identify a single tenants committee for the purpose of purchasing the facility and notify the owner in writing of:

(A) The tenants' interest in competing to purchase the facility; and

(B) The name and contact information of the representative of the tenants committee with whom the owner may communicate about the purchase.

(d) The representative of the tenants committee may request financial information described in ORS 90.844 (2) from the owner within the 15-day period.

(e) Information about purchasing a facility is available from the Housing and Community Services Department. [2014 c.89 §1; 2019 c.625 §26; 2021 c.292 §1]

90.844 Procedures for purchase of facility by tenants; financial information; deadlines. (1) Within 15 days after delivery of the notice described in ORS 90.842, if the tenants choose to compete to purchase the facility in which the tenants reside, the tenants must notify the owner in writing of:

(a) The tenants' interest in competing to purchase the facility;

(b) The formation or identification of a single tenants committee formed for the purpose of purchasing the facility; and

(c) The name and contact information of the representative of the tenants committee with whom the owner may communicate about the purchase.

(2) During the 15-day period, in order to perform a due diligence evaluation of the opportunity to compete to purchase the facility, the representative of the tenants committee may make a written request for the kind of financial information that a seller of a facility would customarily provide to a prospective purchaser.

(3) Of the financial information described in subsection (2) of this section, the owner shall provide the following information within 14 days after delivery of the request by the tenants

committee for the information:

(a) The asking price, if any, for the facility;

(b) The total income collected from the facility and related profit centers, including storage and laundry, in the calendar year before delivery of the notice required by ORS 90.842;

(c) The total operating expenses for the facility paid by the owner or landlord in the calendar year before delivery of the notice required by ORS 90.842;

(d) The cost of all utilities for the facility that were paid by the owner in the calendar year before delivery of the notice required by ORS 90.842;

(e) The annual cost of all insurance policies for the facility that were paid by the owner, as shown by the most recent premium;

(f) The number of homes in the facility owned by the owner; and

(g) The number of vacant spaces and homes in the facility.

(4) The owner may:

(a) Designate all or part of the financial information provided pursuant to this section as confidential.

(b) If the owner designates financial information as confidential, establish, in cooperation with the representative of the tenants committee, a list of persons with whom the tenants may share the information, including any of the following persons that are either seeking to purchase the facility on behalf of the tenants committee or assisting the tenants committee in evaluating or purchasing the facility:

(A) A nonprofit organization or a housing authority.

(B) An attorney or other licensed professional or adviser.

(C) A financial institution.

(c) Require that persons authorized to receive the confidential information:

(A) Sign a confidentiality agreement before receiving the information;

(B) Refrain from copying any of the information; and

(C) Return the information to the owner when the negotiations to purchase the facility are completed or terminated.

(5) Within 45 days after delivery of the financial information described in subsection (3) of this section, or within 45 days after the end of the 15-day period described in subsection (1) of this section when the representative of the tenants committee does not request financial information under subsection (2) of this section, if the tenants choose to continue competing to purchase the facility, the tenants committee must:

(a) Form a corporate entity under ORS chapter 60, 62 or 65 that is legally capable of purchasing real property or associate with a nonprofit corporation or housing authority that is legally capable of purchasing real property or that is advising the tenants about purchasing the facility in which the tenants reside.

(b) Submit to the owner a written offer to purchase the facility, in the form of a proposed purchase and sale agreement, and either a copy of the articles of incorporation of the corporate entity or other evidence of the legal capacity of the formed or associated corporate entity to purchase real property.

(6)(a) The owner may accept the offer to purchase in the tenants committee's purchase and sale agreement, reject the offer or submit a counteroffer.

(b) If the parties reach agreement on the purchase, the purchase and sale agreement must specify the price, due diligence duties, schedules, timelines, conditions and any extensions.

(c) If the tenants do not act as required within the time periods described in this section and ORS 90.842, if the tenants violate the confidentiality agreement described in this section or if the parties do not reach agreement on a purchase, the owner is not obligated to take

additional action under ORS 90.842 to 90.850. [2014 c.89 §2; 2015 c.217 §11; 2019 c.625 §27; 2021 c.292 §2]

90.846 Notices and processes in facility transfer; remedies. (1) During the process described in ORS 90.842 to 90.850, the parties shall act in a commercially reasonable manner, which includes a duty of the owner of the facility to consider in good faith any offer from the tenants or an entity formed by or associated with the tenants and to negotiate with the tenants or the entity in good faith.

(2) Except as provided in ORS 90.848, before selling a facility to an entity that is not formed by or associated with the tenants, the owner of the facility must give the notice required by ORS 90.842 and comply with the requirements of ORS 90.844.

(3) A minor error in providing the notice required by ORS 90.842 or in providing the financial information required by ORS 90.844 does not prevent the owner from selling the facility to an entity that is not formed by or associated with the tenants and does not cause the owner to be liable to the tenants for damages or a penalty.

(4) During the process described in ORS 90.842 to 90.850, the owner may seek, or negotiate with, potential purchasers other than the tenants or an entity formed by or associated with the tenants.

(5) If the owner does not comply with requirements of this section and ORS 90.842 and 90.844, in a substantial way that prevents the tenants from competing to purchase the facility, the tenants may:

(a) Obtain injunctive relief to prevent a sale or transfer to an entity that is not formed by or associated with the tenants when the owner has not caused an affidavit to be recorded before the sale or transfer pursuant to ORS 90.850; or

(b) Recover 10 percent of the sale price of the facility.

(6) Upon an award of damages under subsection (5)(b) of this section, the Department of Justice becomes a judgment creditor as to 50 percent of the award and the prevailing party becomes a judgment creditor for the remaining 50 percent of the award. Any recovery of the Department of Justice's share of the award shall be deposited into the Manufactured Dwelling Parks Account under ORS 456.579, after deducting the Department of Justice's costs of collection.

(7) Within seven days following a judgment award under subsection (5)(b) of this section, the prevailing party shall provide written notice of the award to the Department of Justice.

(8) If a tenant misuses or discloses, in a substantial way, confidential information in violation of a confidentiality agreement described in ORS 90.844, the owner may recover actual damages from the tenant.

(9) The Housing and Community Services Department shall prepare and make available information for tenants about purchasing a facility. [2014 c.89 §3; 2019 c.625 §28; 2021 c.292 §3]

90.848 Exceptions to facility transfer requirements. (1) With regard to a sale or transfer of a facility, ORS 90.842, 90.844 and 90.846 do not apply to:

(a) Any sale or transfer to an individual who would be included within the table of descent and distribution if the owner of the facility were to die intestate.

(b) Any transfer by gift, devise or operation of law.

(c) Any sale or transfer by a corporation to an affiliate.

(d) Any sale or transfer by a partnership to any of its partners.

(e) Any sale or transfer of an interest in a limited liability company to any of the limited liability company's members.

(f) Any conveyance of an interest in a facility incidental to the financing of the facility.

(g) Any conveyance resulting from the foreclosure of a mortgage, deed of trust or other instrument encumbering a facility or any deed given in lieu of a foreclosure.

(h) Any sale or transfer between or among joint tenants or tenants in common owning a facility.

(i) Any sale or transfer in which the facility satisfies the purchaser's requirement to make a like-kind exchange under section 1031 of the Internal Revenue Code.

(j) Any purchase of a facility by a governmental entity under the entity's powers of eminent domain.

(k) Any transfer to a charitable trust.

(2) As used in this section, "affiliate" means any shareholder of the selling or transferring corporation, any corporation or entity owned or controlled, directly or indirectly, by the selling or transferring corporation or any other corporation or entity owned or controlled, directly or indirectly, by any shareholder of the selling or transferring corporation. [2014 c.89 §4; 2015 c.217 §12; 2019 c.625 §29]

90.849 Notice of conveyance. (1) In addition to providing notice as required by ORS 90.842, upon sale of a facility under ORS 90.842 to 90.850 or upon any sale, transfer, exchange or other conveyance of a facility described in ORS 90.848, the owner shall give notice of the conveyance to the Housing and Community Services Department stating:

(a) The number of vacant spaces and homes in the facility;

(b) If applicable, the final sale price of the facility;

(c) The date the conveyance became final; and

(d) The name, address and telephone number of the new owner.

(2) Upon receipt of a notice under ORS 90.655 (1) or 90.842 (3) or subsection (1) of this section, the department shall make available on a website any public information contained in the notice and shall deliver the information to any person who has requested copies in a manner prescribed by the department. [2017 c.198 §5; 2019 c.595 §5; 2019 c.625 §30]

90.850 Owner affidavit certifying compliance with requirements for sale of facility; reliance of parties on affidavit. (1) A facility owner may present for recordation, in the County Clerk Lien Record of the county in which the facility is located, an affidavit in which the owner certifies that:

(a) The owner has complied with the requirements of ORS 90.842, 90.844 and 90.846 with reference to an offer by the owner for the sale or transfer of the facility.

(b) The owner has complied with the requirements of ORS 90.842, 90.844 and 90.846 with reference to an offer received by the owner for the purchase or transfer of the facility or to a counteroffer the owner has made or intends to make.

(c) The owner has not entered into a contract for the sale or transfer of the facility to an entity formed by or associated with the tenants.

(d) ORS 90.842, 90.844 and 90.846 do not apply to a particular sale or transfer of the facility pursuant to ORS 90.848.

(2) The following parties have an absolute right to rely on the truth and accuracy of all statements appearing in the affidavit and are not obligated to inquire further as to any matter or fact relating to the owner's compliance with ORS 90.842, 90.844 and 90.846:

(a) A party that acquires an interest in a facility.

(b) A title insurance company, or an attorney, that prepares, furnishes or examines evidence of title.

(3) The purpose and intention of this section is to preserve the marketability of title to facilities. Accordingly, the provisions of this section must be liberally construed in order that all persons may rely on the record title to facilities. [2014 c.89 §5; 2019 c.625 §31]

(Dealer Sales of Manufactured Dwellings)

90.860 Definitions for ORS 90.865 to 90.875. As used in ORS 90.865 to 90.875:

(1) "Buyer" has the meaning given that term in ORS 72.1030;

(2) "Facility" has the meaning given that term in ORS 90.100;

(3) "Landlord" has the meaning given that term in ORS 90.100;

(4) "Manufactured dwelling" has the meaning given that term in ORS 90.100;

(5) "Purchase money security interest" has the meaning given that term in ORS 79.1070;

(6) "Secured party" has the meaning given that term in ORS 79.1050; and

(7) "Seller" has the meaning given that term in ORS 72.1030. [2001 c.112 §1; 2005 c.22 §70]

Note: 90.860 to 90.875 were enacted into law by the Legislative Assembly but were not added to or made a part of ORS chapter 90 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

Note: 79.1050 and 79.1070 were repealed by section 187, chapter 445, Oregon Laws 2001. The text of 90.860 was not amended by enactment of the Legislative Assembly to reflect the repeal. Editorial adjustment of 90.860 for the repeal of 79.1050 and 79.1070 has not been made.

90.865 Dealer notice of rent payments and financing. A seller of a manufactured dwelling who is subject to ORS 446.661 to 446.756 must provide notice under ORS 90.870 if the manufactured dwelling is to be placed in a facility and the seller:

(1) Pays a portion of the rent for the dwelling; or

(2) Provides financing or assists the buyer in arranging financing that results in a party taking a purchase money security interest in the dwelling and the seller knows that a portion of the proceeds from the financing is to be used to pay a portion of the rent for the dwelling. [2001 c.112 §2; 2003 c.655 §59]

Note: See first note under 90.860.

90.870 Manner of giving notice; persons entitled to notice. (1) A seller subject to ORS 90.865 must give notice by certified mail to the parties listed in subsection (2) of this section prior to the date the manufactured dwelling is delivered to the facility. The notice must be in writing and include:

(a) A statement that a portion of the rent is being paid by the seller or out of the proceeds from financing; and

(b) The amount and duration of rent that is being paid by the seller or out of the proceeds from financing.

(2) A seller subject to ORS 90.865 must give notice under subsection (1) of this section to:

(a) The buyer;

(b) The landlord; and

(c) The secured party, if any, taking a purchase money security interest in the manufactured dwelling. [2001 c.112 §3]

Note: See first note under 90.860.

90.875 Remedy for failure to give notice. If a seller fails to provide notice under ORS 90.870, a buyer, landlord or secured party without actual notice that suffers an ascertainable loss as a result of the failure may bring an individual action to recover actual damages or $200, whichever is greater. [2001 c.112 §4]

Note: See first note under 90.860.

90.900 [Formerly 91.855; 1995 c.559 §32; renumbered 90.427 in 1995]

90.905 [1991 c.844 §31; 1995 c.559 §33; renumbered 90.429 in 1995]

90.910 [Formerly 91.857; 1991 c.844 §32; 1993 c.369 §33; 1993 c.580 §4; 1995 c.559 §4; renumbered 90.155 in 1995]

90.920 [Formerly 91.860; repealed by 1995 c.559 §58]

90.930 [Formerly 91.862; repealed by 1993 c.369 §39]

90.940 [Formerly 91.866; renumbered 90.450 in 1995]
