

Requested by Senator GELSER

**PROPOSED AMENDMENTS TO
A-ENGROSSED HOUSE BILL 2004**

1 On page 1 of the printed A-engrossed bill, delete line 3 and insert “90.600
2 and 105.124 and section 2, chapter 53, Oregon Laws 2016; and declaring an
3 emergency.”.

4 Delete lines 5 through 21 and delete pages 2 through 15 and insert:

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

6 “90.427. (1) As used in this section[, *‘first year of occupancy’ includes all*
7 *periods in which any of the tenants has resided in the dwelling unit for one*
8 *year or less.*]:

9 **“(a) ‘First nine months of occupancy’ includes all periods in which**
10 **any of the tenants has resided in the dwelling unit for nine months**
11 **or less.**

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

14 **“(c) ‘Immediate family’ means:**

15 **“(A) An adult person related by blood, adoption, marriage or do-**
16 **mestic partnership, as defined in ORS 106.310, or as defined or de-**
17 **scribed in similar law in another jurisdiction;**

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

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

20 **“(D) A child, grandchild, foster child, ward or guardian of any per-**
21 **son listed in subparagraph (A) or (B) of this paragraph.**

1 “(2) If a tenancy is a week-to-week tenancy, the landlord or the tenant
2 may terminate the tenancy by a written notice given to the other at least
3 10 days before the termination date specified in the notice.

4 “[*(3) If a tenancy is a month-to-month tenancy:*]

5 “**(3) Except as provided in subsection (9) of this section, if a tenancy
6 is a month-to-month tenancy:**

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

10 “(b)(A) **Except as provided in subparagraph (B) of this paragraph,**
11 at any time during the first nine months of occupancy, the landlord may
12 terminate the tenancy by giving the tenant notice in writing not less than
13 30 days prior to the date designated in the notice for the termination of the
14 tenancy.

15 “**(B) A landlord may not terminate a tenancy under this paragraph
16 within 60 days of receiving a request from the tenant for repairs that
17 are necessary to correct a violation of the building, health or housing
18 code or to correct an uninhabitable condition, as described in ORS 90.320.**

19 “[*(c) At any time after the first year of occupancy, the landlord may ter-
20minate the tenancy by giving the tenant notice in writing not less than 60 days
21prior to the date designated in the notice for the termination of the tenancy.*]

22 “[*(4) If the tenancy is for a fixed term of at least one year and by its terms
23becomes a month-to-month tenancy after the fixed term:*]

24 “[*(a) At any time during the fixed term, notwithstanding subsection (3) of
25this section, the landlord or the tenant may terminate the tenancy without
26cause by giving the other notice in writing not less than 30 days prior to the
27specified ending date for the fixed term or not less than 30 days prior to the
28date designated in the notice for the termination of the tenancy, whichever is
29later.*]

30 “[*(b) After the specified ending date for the fixed term, at any time during*

1 *the month-to-month tenancy, the landlord may terminate the tenancy without*
2 *cause only by giving the tenant notice in writing not less than 60 days prior*
3 *to the date designated in the notice for the termination of the tenancy.]*

4 **“(c) At any time after the first nine months of occupancy, the**
5 **landlord may terminate the tenancy only:**

6 **“(A) For cause and with notice as described in ORS 86.782 (6)(c),**
7 **90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or**

8 **“(B) Under an exception and with notice as described in subsection**
9 **(5) or (6) of this section.**

10 **“(4) Except as provided in subsection (9) of this section, if a tenancy**
11 **is a fixed term tenancy:**

12 **“(a) Unless the tenant requests a shorter fixed term, the fixed term**
13 **must be at least six months in duration.**

14 **“(b) At any time during the fixed term:**

15 **“(A) The tenant may terminate the tenancy without cause by giving**
16 **the landlord notice in writing not less than 30 days prior to the speci-**
17 **fied ending date for the fixed term or not less than 30 days prior to the**
18 **date designated in the notice for the termination of the tenancy,**
19 **whichever is later.**

20 **“(B) The landlord may terminate the tenancy only for cause and**
21 **with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394,**
22 **90.396, 90.398, 90.405, 90.440 or 90.445.**

23 **“(c) Not less than 90 days prior to the specified ending date for the**
24 **fixed term, the landlord shall give the tenant notice in writing that:**

25 **“(A) The tenancy will terminate upon reaching the expiration date**
26 **of the fixed term; or**

27 **“(B) The tenant may renew the tenancy for a fixed term by giving**
28 **the landlord notice in writing not less than 45 days prior to the speci-**
29 **fied ending date for the fixed term that the tenant desires to renew**
30 **the tenancy.**

1 “(d) If the landlord fails to give the tenant notice as required under
2 paragraph (c) of this subsection and the tenant does not terminate the
3 tenancy under paragraph (b)(A) of this subsection, the fixed term
4 tenancy becomes a month-to-month tenancy without requiring further
5 notice upon reaching the specified ending date for the fixed term.

6 “(5) [Notwithstanding subsections (3)(c) and (4)(b) of this section,] The
7 landlord may terminate a month-to-month tenancy **under subsection**
8 **(3)(c)(B) of this section** at any time by giving the tenant notice in writing
9 not less than [30] **90** days prior to the date designated in the notice for the
10 termination of the tenancy if:

11 “[(a) *The dwelling unit is purchased separately from any other dwelling*
12 *unit;*]

13 “[(b) *The landlord has accepted an offer to purchase the dwelling unit from*
14 *a person who intends in good faith to occupy the dwelling unit as the person’s*
15 *primary residence; and*]

16 “[(c) *The landlord has provided the notice, and written evidence of the offer*
17 *to purchase the dwelling unit, to the tenant not more than 120 days after ac-*
18 *cepting the offer to purchase.*]

19 “(a) **The landlord intends in good faith to convert the dwelling unit**
20 **to a use other than a residential use within a reasonable time.**

21 “(b) **The landlord intends in good faith to demolish the dwelling**
22 **unit within a reasonable time.**

23 “(c) **The landlord intends in good faith to undertake repairs or**
24 **renovations that will cause the dwelling unit to be unsafe or unfit for**
25 **occupancy during the repairs or renovations. If a landlord terminates**
26 **a tenancy pursuant to this paragraph, after the repairs or renovations**
27 **are complete and the dwelling unit is safe and lawful to occupy, the**
28 **landlord must offer the tenant the option to enter into a new rental**
29 **agreement before offering the dwelling unit for rent to any other per-**
30 **son.**

1 “(d) The dwelling unit is unsafe or unfit for occupancy and the
2 landlord intends in good faith to undertake repairs within a reasonable
3 time to correct the condition of the dwelling unit. If a landlord ter-
4 minates a tenancy pursuant to this paragraph, after the repairs are
5 complete and the dwelling unit is safe and lawful to occupy, the land-
6 lord must offer the tenant the option to enter into a new rental
7 agreement before offering the dwelling unit for rent to any other per-
8 son.

9 “(e) The landlord has:

10 “(A) Accepted an offer to purchase the dwelling unit separately
11 from any other dwelling unit from a person who intends in good faith
12 to occupy the dwelling unit as the person’s primary residence; and

13 “(B) Provided the notice, and written evidence of the offer to pur-
14 chase the dwelling unit, to the tenant not more than 120 days after
15 accepting the offer to purchase.

16 “(f) The landlord has:

17 “(A) Listed the dwelling unit for sale;

18 “(B) Reasonably determined that the dwelling unit must be unoc-
19 cupied to facilitate the sale; and

20 “(C) Provided the tenant with a copy of the real estate listing for
21 the dwelling unit.

22 “(g)(A) The landlord intends in good faith for the landlord or a
23 member of the landlord’s immediate family to occupy the dwelling unit
24 as a primary residence; and

25 “(B) The landlord does not own a comparable unit in the same
26 building that is available for occupancy at the same time that the
27 tenant receives notice to terminate the tenancy.

28 “(6) Notwithstanding subsection (5) of this section, the landlord
29 may terminate a month-to-month tenancy under subsection (3)(c)(B)
30 of this section at any time by giving the tenant notice in writing not

1 less than 30 days prior to the date designated in the notice for the
2 termination of the tenancy if the landlord:

3 “(a) Meets the requirements of subsection (5)(f) of this section; and

4 “(b) Gives the tenant notice in writing that the dwelling unit is
5 listed for sale within 14 days of listing the dwelling unit.

6 “(7)(a) A landlord that terminates a tenancy under an exception
7 described in subsection (5) or (6) of this section shall:

8 “(A) State in the notice given to terminate the tenancy the excep-
9 tion under which the tenancy is terminated and facts supporting the
10 exception; and

11 “(B) At the time the landlord gives the tenant the notice to termi-
12 nate the tenancy, pay the tenant an amount equal to one month’s
13 periodic rent.

14 “(b) The requirements of paragraph (a)(B) of this subsection do not
15 apply to a landlord of four or fewer dwelling units.

16 “(8)(a) A notice given to terminate a tenancy under subsection (2),
17 (3)(a) or (b), (4)(b) or (9) of this section need not state a reason for the
18 termination.

19 “(b) Notwithstanding paragraph (a) of this subsection, a landlord
20 or tenant may include in a notice of termination given under sub-
21 section (2), (3)(a) or (b), (4)(b) or (9) of this section an explanation of
22 the reason for the termination without having to prove the reason.
23 An explanation does not give the person receiving the notice of ter-
24 mination a right to cure the reason if the notice states that:

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

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

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

30 “(9) If the tenancy is for occupancy in a dwelling unit that is lo-

1 cated in the same building or on the same property as the landlord's
2 primary residence, and the building or the property contains not more
3 than two dwelling units, the landlord may terminate the tenancy:

4 “(a) At any time during the first year of occupancy by giving the
5 tenant notice in writing not less than 30 days prior to the date desig-
6 nated in the notice for the termination of the tenancy.

7 “(b) At any time after the first year of occupancy by giving the
8 tenant notice in writing not less than 60 days prior to the date desig-
9 nated in the notice for the termination of the tenancy.

10 “(10)(a) If a landlord terminates a tenancy in violation of subsection
11 (3)(c)(B), (5), (6) or (7) of this section:

12 “(A) The landlord shall be liable to the tenant in an amount equal
13 to three months' rent in addition to actual damages suffered by the
14 tenant as a result of the tenancy termination; and

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

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

21 “[6] (11) The tenancy shall terminate on the date designated and without
22 regard to the expiration of the period for which, by the terms of the tenancy,
23 rents are to be paid. Unless otherwise agreed, rent is uniformly
24 apportionable from day to day.

25 “[7] (12) If the tenant remains in possession without the landlord's
26 consent after expiration of the term of the rental agreement or its termi-
27 nation, the landlord may bring an action for possession. In addition, the
28 landlord may recover from the tenant any actual damages resulting from the
29 tenant holding over, including the value of any rent accruing from the ex-
30 piration or termination of the rental agreement until the landlord knows or

1 should know that the tenant has relinquished possession to the landlord. If
2 the landlord consents to the tenant's continued occupancy, ORS 90.220 (7)
3 applies.

4 *"[(8)(a) A notice given to terminate a tenancy under subsection (2) or (3)*
5 *of this section need not state a reason for the termination.]*

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

11 *"[(A) The notice is given without stated cause;]*

12 *"[(B) The recipient of the notice does not have a right to cure the reason*
13 *for the termination; and]*

14 *"[(C) The person giving the notice need not prove the reason for the termi-*
15 *nation in a court action.]*

16 *"[(9)] (13) Subsections (2) to [(5)] (10) of this section do not apply to a*
17 *month-to-month tenancy subject to ORS 90.429 or other tenancy created by*
18 *a rental agreement subject to ORS 90.505 to 90.850.*

19 **"SECTION 2.** ORS 90.427, as amended by section 1 of this 2017 Act, is
20 amended to read:

21 "90.427. (1) As used in this section, **'first year of occupancy' includes**
22 **all periods in which any of the tenants has resided in the dwelling unit**
23 **for one year or less.[:]**

24 *"[(a) 'First nine months of occupancy' includes all periods in which any of*
25 *the tenants has resided in the dwelling unit for nine months or less.]*

26 *"[(b) 'First year of occupancy' includes all periods in which any of the*
27 *tenants has resided in the dwelling unit for one year or less.]*

28 *"[(c) 'Immediate family' means:]*

29 *"[(A) An adult person related by blood, adoption, marriage or domestic*
30 *partnership, as defined in ORS 106.310, or as defined or described in similar*

1 *law in another jurisdiction;]*

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

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

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

6 “(2) If a tenancy is a week-to-week tenancy, the landlord or the tenant
7 may terminate the tenancy by a written notice given to the other at least
8 10 days before the termination date specified in the notice.

9 “(3) [*Except as provided in subsection (9) of this section,*] If a tenancy is
10 a month-to-month tenancy:

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

14 “(b)[(A)] [*Except as provided in subparagraph (B) of this paragraph,*] At
15 any time during the first [*nine months*] **year** of occupancy, the landlord may
16 terminate the tenancy by giving the tenant notice in writing not less than
17 30 days prior to the date designated in the notice for the termination of the
18 tenancy.

19 “[*(B) A landlord may not terminate a tenancy under this paragraph within*
20 *60 days of receiving a request from the tenant for repairs that are necessary*
21 *to correct a violation of the building, health or housing code or to correct an*
22 *unhabitable condition, as described in ORS 90.320.]*

23 “(c) At any time after the first [*nine months*] **year** of occupancy, the
24 landlord may terminate the tenancy **by giving the tenant notice in writing**
25 **not less than 60 days prior to the date designated in the notice for the**
26 **termination of the tenancy.** [*only:*]

27 “[*(A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380*
28 *(5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or]*

29 “[*(B) Under an exception and with notice as described in subsection (5) or*
30 *(6) of this section.]*

1 *“(4) Except as provided in subsection (9) of this section, if a tenancy is a*
2 *fixed term tenancy:]*

3 **“(4) If the tenancy is for a fixed term of at least one year and by**
4 **its terms becomes a month-to-month tenancy after the fixed term:**

5 **“(a) At any time during the fixed term, notwithstanding subsection**
6 **(3) of this section, the landlord or the tenant may terminate the**
7 **tenancy without cause by giving the other notice in writing not less**
8 **than 30 days prior to the specified ending date for the fixed term or**
9 **not less than 30 days prior to the date designated in the notice for the**
10 **termination of the tenancy, whichever is later.**

11 **“(b) After the specified ending date for the fixed term, at any time**
12 **during the month-to-month tenancy, the landlord may terminate the**
13 **tenancy without cause only by giving the tenant notice in writing not**
14 **less than 60 days prior to the date designated in the notice for the**
15 **termination of the tenancy.**

16 *“(a) Unless the tenant requests a shorter fixed term, the fixed term must*
17 *be at least six months in duration.]*

18 *“(b) At any time during the fixed term:]*

19 *“(A) The tenant may terminate the tenancy without cause by giving the*
20 *landlord notice in writing not less than 30 days prior to the specified ending*
21 *date for the fixed term or not less than 30 days prior to the date designated*
22 *in the notice for the termination of the tenancy, whichever is later.]*

23 *“(B) The landlord may terminate the tenancy only for cause and with no-*
24 *tice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398,*
25 *90.405, 90.440 or 90.445.]*

26 *“(c) Not less than 90 days prior to the specified ending date for the fixed*
27 *term, the landlord shall give the tenant notice in writing that:]*

28 *“(A) The tenancy will terminate upon reaching the expiration date of the*
29 *fixed term; or]*

30 *“(B) The tenant may renew the tenancy for a fixed term by giving the*

1 *landlord notice in writing not less than 45 days prior to the specified ending*
2 *date for the fixed term that the tenant desires to renew the tenancy.]*

3 *“(d) If the landlord fails to give the tenant notice as required under par-*
4 *agraph (c) of this subsection and the tenant does not terminate the tenancy*
5 *under paragraph (b)(A) of this subsection, the fixed term tenancy becomes a*
6 *month-to-month tenancy without requiring further notice upon reaching the*
7 *specified ending date for the fixed term.]*

8 **“(5) Notwithstanding subsections (3)(c) and (4)(b) of this section,** the
9 landlord may terminate a month-to-month tenancy [*under subsection (3)(c)(B)*
10 *of this section*] at any time by giving the tenant notice in writing not less
11 than [90] **30** days prior to the date designated in the notice for the termi-
12 nation of the tenancy if:

13 **“(a) The dwelling unit is purchased separately from any other**
14 **dwelling unit;**

15 **“(b) The landlord has accepted an offer to purchase the dwelling**
16 **unit from a person who intends in good faith to occupy the dwelling**
17 **unit as the person’s primary residence; and**

18 **“(c) The landlord has provided the notice, and written evidence of**
19 **the offer to purchase the dwelling unit, to the tenant not more than**
20 **120 days after accepting the offer to purchase.**

21 *“(a) The landlord intends in good faith to convert the dwelling unit to a*
22 *use other than a residential use within a reasonable time.]*

23 *“(b) The landlord intends in good faith to demolish the dwelling unit*
24 *within a reasonable time.]*

25 *“(c) The landlord intends in good faith to undertake repairs or renovations*
26 *that will cause the dwelling unit to be unsafe or unfit for occupancy during*
27 *the repairs or renovations. If a landlord terminates a tenancy pursuant to this*
28 *paragraph, after the repairs or renovations are complete and the dwelling unit*
29 *is safe and lawful to occupy, the landlord must offer the tenant the option to*
30 *enter into a new rental agreement before offering the dwelling unit for rent to*

1 *any other person.]*

2 *“(d) The dwelling unit is unsafe or unfit for occupancy and the landlord*
3 *intends in good faith to undertake repairs within a reasonable time to correct*
4 *the condition of the dwelling unit. If a landlord terminates a tenancy pursuant*
5 *to this paragraph, after the repairs are complete and the dwelling unit is safe*
6 *and lawful to occupy, the landlord must offer the tenant the option to enter*
7 *into a new rental agreement before offering the dwelling unit for rent to any*
8 *other person.]*

9 *“(e) The landlord has:]*

10 *“(A) Accepted an offer to purchase the dwelling unit separately from any*
11 *other dwelling unit from a person who intends in good faith to occupy the*
12 *dwelling unit as the person’s primary residence; and]*

13 *“(B) Provided the notice, and written evidence of the offer to purchase the*
14 *dwelling unit, to the tenant not more than 120 days after accepting the offer*
15 *to purchase.]*

16 *“(f) The landlord has:]*

17 *“(A) Listed the dwelling unit for sale;]*

18 *“(B) Reasonably determined that the dwelling unit must be unoccupied to*
19 *facilitate the sale; and]*

20 *“(C) Provided the tenant with a copy of the real estate listing for the*
21 *dwelling unit.]*

22 *“(g)(A) The landlord intends in good faith for the landlord or a member*
23 *of the landlord’s immediate family to occupy the dwelling unit as a primary*
24 *residence; and]*

25 *“(B) The landlord does not own a comparable unit in the same building*
26 *that is available for occupancy at the same time that the tenant receives notice*
27 *to terminate the tenancy.]*

28 *“(6) Notwithstanding subsection (5) of this section, the landlord may ter-*
29 *minate a month-to-month tenancy under subsection (3)(c)(B) of this section at*
30 *any time by giving the tenant notice in writing not less than 30 days prior to*

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

3 *“(a) Meets the requirements of subsection (5)(f) of this section; and]*

4 *“(b) Gives the tenant notice in writing that the dwelling unit is listed for*
5 *sale within 14 days of listing the dwelling unit.]*

6 *“(7)(a) A landlord that terminates a tenancy under an exception described*
7 *in subsection (5) or (6) of this section shall:]*

8 *“(A) State in the notice given to terminate the tenancy the exception under*
9 *which the tenancy is terminated and facts supporting the exception; and]*

10 *“(B) At the time the landlord gives the tenant the notice to terminate the*
11 *tenancy, pay the tenant an amount equal to one month’s periodic rent.]*

12 *“(b) The requirements of paragraph (a)(B) of this subsection do not apply*
13 *to a landlord of four or fewer dwelling units.]*

14 *“(8)(a) A notice given to terminate a tenancy under subsection (2), (3)(a)*
15 *or (b), (4)(b) or (9) of this section need not state a reason for the*
16 *termination.]*

17 *“(b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant*
18 *may include in a notice of termination given under subsection (2), (3)(a) or (b),*
19 *(4)(b) or (9) of this section an explanation of the reason for the termination*
20 *without having to prove the reason. An explanation does not give the person*
21 *receiving the notice of termination a right to cure the reason if the notice states*
22 *that:]*

23 *“(A) The notice is given without stated cause;]*

24 *“(B) The recipient of the notice does not have a right to cure the reason*
25 *for the termination; and]*

26 *“(C) The person giving the notice need not prove the reason for the termi-*
27 *nation in a court action.]*

28 *“(9) If the tenancy is for occupancy in a dwelling unit that is located in*
29 *the same building or on the same property as the landlord’s primary residence,*
30 *and the building or the property contains not more than two dwelling units,*

1 *the landlord may terminate the tenancy:]*

2 *“(a) At any time during the first year of occupancy by giving the tenant*
3 *notice in writing not less than 30 days prior to the date designated in the no-*
4 *tice for the termination of the tenancy.]*

5 *“(b) At any time after the first year of occupancy by giving the tenant no-*
6 *tice in writing not less than 60 days prior to the date designated in the notice*
7 *for the termination of the tenancy.]*

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

10 *“(A) The landlord shall be liable to the tenant in an amount equal to three*
11 *months’ rent in addition to actual damages suffered by the tenant as a result*
12 *of the tenancy termination; and]*

13 *“(B) The tenant has a defense to an action for possession by the*
14 *landlord.]*

15 *“(b) A tenant is entitled to recovery under paragraph (a) of this subsection*
16 *if the tenant commences an action asserting the claim within one year after the*
17 *tenant knew or should have known that the landlord terminated the tenancy*
18 *in violation of this section.]*

19 *“(11) (6) The tenancy shall terminate on the date designated and without*
20 *regard to the expiration of the period for which, by the terms of the tenancy,*
21 *rents are to be paid. Unless otherwise agreed, rent is uniformly*
22 *apportionable from day to day.*

23 *“(12) (7) If the tenant remains in possession without the landlord’s*
24 *consent after expiration of the term of the rental agreement or its termi-*
25 *nation, the landlord may bring an action for possession. In addition, the*
26 *landlord may recover from the tenant any actual damages resulting from the*
27 *tenant holding over, including the value of any rent accruing from the ex-*
28 *piration or termination of the rental agreement until the landlord knows or*
29 *should know that the tenant has relinquished possession to the landlord. If*
30 *the landlord consents to the tenant’s continued occupancy, ORS 90.220 (7)*

1 applies.

2 “(8)(a) A notice given to terminate a tenancy under subsection (2)
3 or (3) of this section need not state a reason for the termination.

4 “(b) Notwithstanding paragraph (a) of this subsection, a landlord
5 or tenant may include in a notice of termination given under sub-
6 section (2) or (3) of this section an explanation of the reason for the
7 termination without having to prove the reason. An explanation does
8 not give the person receiving the notice of termination a right to cure
9 the reason if the notice states that:

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

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

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

15 “[13] (9) Subsections (2) to [10] (5) of this section do not apply to a
16 month-to-month tenancy subject to ORS 90.429 or other tenancy created by
17 a rental agreement subject to ORS 90.505 to 90.850.

18 “**SECTION 3.** Section 2, chapter 53, Oregon Laws 2016, is amended to
19 read:

20 “**Sec. 2.** (1) If a tenancy is a week-to-week tenancy, the landlord may not
21 increase the rent without giving the tenant written notice at least seven days
22 prior to the effective date of the rent increase.

23 “(2) If a tenancy is a month-to-month tenancy, the landlord may not in-
24 crease the rent:

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

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

29 “(c) **On more than one occasion during any 12-month period.**

30 “(3) The notices required under this section must specify:

1 “(a) The amount of the rent increase;

2 “(b) The amount of the new rent; and

3 “(c) The date on which the increase becomes effective.

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

6 **“SECTION 4.** Section 2, chapter 53, Oregon Laws 2016, as amended by
7 section 3 of this 2017 Act, is amended to read:

8 **“Sec. 2.** (1) If a tenancy is a week-to-week tenancy, the landlord may not
9 increase the rent without giving the tenant written notice at least seven days
10 prior to the effective date of the rent increase.

11 “(2) If a tenancy is a month-to-month tenancy, the landlord may not in-
12 crease the rent:

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

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

17 “[*(c) On more than one occasion during any 12-month period.*]

18 “(3) The notices required under this section must specify:

19 “(a) The amount of the rent increase;

20 “(b) The amount of the new rent; and

21 “(c) The date on which the increase becomes effective.

22 “(4) This section does not apply to tenancies governed by ORS 90.505 to
23 90.850.

24 **“SECTION 5.** ORS 90.600 is amended to read:

25 “90.600. (1) If a rental agreement is a month-to-month tenancy to which
26 ORS 90.505 to 90.850 apply, the landlord may not increase the rent:

27 **“(a)** Unless the landlord gives notice in writing to each affected tenant
28 at least 90 days prior to the effective date of the rent increase specifying the
29 amount of the increase, the amount of the new rent and the date on which
30 the increase becomes effective.

1 **“(b) On more than one occasion during any 12-month period.**

2 “(2) This section does not create a right to increase rent that does not
3 otherwise exist.

4 “(3) This section does not require a landlord to compromise, justify or
5 reduce a rent increase that the landlord otherwise is entitled to impose.

6 “(4) Neither ORS 90.510 (1), requiring a landlord to provide a statement
7 of policy, nor ORS 90.510 (4), requiring a landlord to provide a written rental
8 agreement, create a basis for tenant challenge of a rent increase, judicially
9 or otherwise.

10 “(5)(a) The tenants who reside in a facility may elect one committee of
11 seven or fewer members in a facility-wide election to represent the tenants.
12 One tenant of record for each rented space may vote in the election. Upon
13 written request from the tenants’ committee, the landlord or a representative
14 of the landlord shall meet with the committee within 10 to 30 days of the
15 request to discuss the tenants’ nonrent concerns regarding the facility. Un-
16 less the parties agree otherwise, upon a request from the tenants’ committee,
17 a landlord or representative of the landlord shall meet with the tenants’
18 committee at least once, but not more than twice, each calendar year. The
19 meeting shall be held on the premises if the facility has suitable meeting
20 space for that purpose, or at a location reasonably convenient to the tenants.
21 After the meeting, the tenants’ committee shall send a written summary of
22 the issues and concerns addressed at the meeting to the landlord. The land-
23 lord or the landlord’s representative shall make a good faith response in
24 writing to the committee’s summary within 60 days.

25 “(b) The tenants’ committee is entitled to informal dispute resolution in
26 accordance with ORS 446.547 if the landlord or landlord’s representative fails
27 to meet with the tenants’ committee or fails to respond in good faith to the
28 written summary as required by paragraph (a) of this subsection.

29 **“SECTION 6.** ORS 90.600, as amended by section 5 of this 2017 Act, is
30 amended to read:

1 “90.600. (1) If a rental agreement is a month-to-month tenancy to which
2 ORS 90.505 to 90.850 apply, the landlord may not increase the rent[:]

3 “[*(a)*] unless the landlord gives notice in writing to each affected tenant
4 at least 90 days prior to the effective date of the rent increase specifying the
5 amount of the increase, the amount of the new rent and the date on which
6 the increase becomes effective.

7 “[*(b)* *On more than one occasion during any 12-month period.*]

8 “(2) This section does not create a right to increase rent that does not
9 otherwise exist.

10 “(3) This section does not require a landlord to compromise, justify or
11 reduce a rent increase that the landlord otherwise is entitled to impose.

12 “(4) Neither ORS 90.510 (1), requiring a landlord to provide a statement
13 of policy, nor ORS 90.510 (4), requiring a landlord to provide a written rental
14 agreement, create a basis for tenant challenge of a rent increase, judicially
15 or otherwise.

16 “(5)(a) The tenants who reside in a facility may elect one committee of
17 seven or fewer members in a facility-wide election to represent the tenants.
18 One tenant of record for each rented space may vote in the election. Upon
19 written request from the tenants’ committee, the landlord or a representative
20 of the landlord shall meet with the committee within 10 to 30 days of the
21 request to discuss the tenants’ nonrent concerns regarding the facility. Un-
22 less the parties agree otherwise, upon a request from the tenants’ committee,
23 a landlord or representative of the landlord shall meet with the tenants’
24 committee at least once, but not more than twice, each calendar year. The
25 meeting shall be held on the premises if the facility has suitable meeting
26 space for that purpose, or at a location reasonably convenient to the tenants.
27 After the meeting, the tenants’ committee shall send a written summary of
28 the issues and concerns addressed at the meeting to the landlord. The land-
29 lord or the landlord’s representative shall make a good faith response in
30 writing to the committee’s summary within 60 days.

1 “(b) The tenants’ committee is entitled to informal dispute resolution in
2 accordance with ORS 446.547 if the landlord or landlord’s representative fails
3 to meet with the tenants’ committee or fails to respond in good faith to the
4 written summary as required by paragraph (a) of this subsection.

5 **“SECTION 7.** ORS 90.100 is amended to read:

6 “90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

15 “(2) ‘Action’ includes recoupment, counterclaim, setoff, suit in equity and
16 any other proceeding in which rights are determined, including an action for
17 possession.

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

23 “(4) ‘Building and housing codes’ includes any law, ordinance or govern-
24 mental regulation concerning fitness for habitation, or the construction,
25 maintenance, operation, occupancy, use or appearance of any premises or
26 dwelling unit.

27 “(5) ‘Carbon monoxide alarm’ has the meaning given that term in ORS
28 105.836.

29 “(6) ‘Carbon monoxide source’ has the meaning given that term in ORS
30 105.836.

1 “(7) ‘Conduct’ means the commission of an act or the failure to act.

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

5 “(9) ‘Dealer’ means any person in the business of selling, leasing or dis-
6 tributing new or used manufactured dwellings or floating homes to persons
7 who purchase or lease a manufactured dwelling or floating home for use as
8 a residence.

9 “(10) ‘Domestic violence’ means:

10 “(a) Abuse between family or household members, as those terms are de-
11 fined in ORS 107.705; or

12 “(b) Abuse, as defined in ORS 107.705, between partners in a dating re-
13 lationship.

14 “(11) ‘Drug and alcohol free housing’ means a dwelling unit described in
15 ORS 90.243.

16 “(12) ‘Dwelling unit’ means a structure or the part of a structure that is
17 used as a home, residence or sleeping place by one person who maintains a
18 household or by two or more persons who maintain a common household.
19 ‘Dwelling unit’ regarding a person who rents a space for a manufactured
20 dwelling or recreational vehicle or regarding a person who rents moorage
21 space for a floating home as defined in ORS 830.700, but does not rent the
22 home, means the space rented and not the manufactured dwelling, recre-
23 ational vehicle or floating home itself.

24 “(13) ‘Essential service’ means:

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

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

1 and

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

6 “(b) For a tenancy consisting of rental space for a manufactured dwelling,
7 floating home or recreational vehicle owned by the tenant or that is other-
8 wise subject to ORS 90.505 to 90.850:

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

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

15 “(14) ‘Facility’ means a manufactured dwelling park or a marina.

16 “(15) ‘Fee’ means a nonrefundable payment of money.

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

20 “(17) ‘Fixed term tenancy’ means a tenancy that has a fixed term of ex-
21 istence, continuing to a specific ending date and terminating on that date
22 without requiring further notice to effect the termination.

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

25 “(19) ‘Good faith’ means honesty in fact in the conduct of the transaction
26 concerned.

27 “(20) ‘Hazard tree’ means a tree that:

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

29 “(b) Measures at least eight inches DBH; and

30 “(c) Is considered, by an arborist licensed as a landscape construction

1 professional pursuant to ORS 671.560 and certified by the International So-
2 ciety of Arboriculture, to pose an unreasonable risk of causing serious
3 physical harm or damage to individuals or property in the near future.

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

5 “(22) ‘Informal dispute resolution’ means, but is not limited to, consulta-
6 tion between the landlord or landlord’s agent and one or more tenants, or
7 mediation utilizing the services of a third party.

8 “(23) ‘Landlord’ means the owner, lessor or sublessor of the dwelling unit
9 or the building or premises of which it is a part. ‘Landlord’ includes a per-
10 son who is authorized by the owner, lessor or sublessor to manage the
11 premises or to enter into a rental agreement.

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

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

17 “(26) ‘Manufactured dwelling’ means a residential trailer, a mobile home
18 or a manufactured home as those terms are defined in ORS 446.003. ‘Manu-
19 factured dwelling’ includes an accessory building or structure. ‘Manufactured
20 dwelling’ does not include a recreational vehicle.

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

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

28 “(29) ‘Marina purchase association’ means a group of three or more ten-
29 ants who reside in a marina and have organized for the purpose of eventual
30 purchase of the marina.

1 “(30) ‘Month-to-month tenancy’ means a tenancy that automatically re-
2 news and continues for successive monthly periods on the same terms and
3 conditions originally agreed to, or as revised by the parties, until terminated
4 by one or both of the parties.

5 “(31) ‘Organization’ includes a corporation, government, governmental
6 subdivision or agency, business trust, estate, trust, partnership or associ-
7 ation, two or more persons having a joint or common interest, and any other
8 legal or commercial entity.

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

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

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

14 “(33) ‘Person’ includes an individual or organization.

15 “(34) ‘Premises’ means:

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

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

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

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

24 “(36) ‘Recreational vehicle’ has the meaning given that term in ORS
25 446.003.

26 “(37) ‘Rent’ means any payment to be made to the landlord under the
27 rental agreement, periodic or otherwise, in exchange for the right of a tenant
28 and any permitted pet to occupy a dwelling unit to the exclusion of others
29 and to use the premises. ‘Rent’ does not include security deposits, fees or
30 utility or service charges as described in ORS 90.315 (4) and 90.532.

1 “(38) ‘Rental agreement’ means all agreements, written or oral, and valid
2 rules and regulations adopted under ORS 90.262 or 90.510 (6) embodying the
3 terms and conditions concerning the use and occupancy of a dwelling unit
4 and premises. ‘Rental agreement’ includes a lease. A rental agreement shall
5 be either a week-to-week tenancy, month-to-month tenancy or fixed term
6 tenancy.

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

11 “(40) ‘Screening or admission criteria’ means a written statement of any
12 factors a landlord considers in deciding whether to accept or reject an ap-
13 plicant and any qualifications required for acceptance. ‘Screening or admis-
14 sion criteria’ includes, but is not limited to, the rental history, character
15 references, public records, criminal records, credit reports, credit references
16 and incomes or resources of the applicant.

17 “(41) ‘Security deposit’ means a refundable payment or deposit of money,
18 however designated, the primary function of which is to secure the perform-
19 ance of a rental agreement or any part of a rental agreement. ‘Security de-
20 posit’ does not include a fee.

21 “(42) ‘Sexual assault’ has the meaning given that term in ORS 147.450.

22 “(43) ‘Squatter’ means a person occupying a dwelling unit who is not so
23 entitled under a rental agreement or who is not authorized by the tenant to
24 occupy that dwelling unit. ‘Squatter’ does not include a tenant who holds
25 over as described in ORS 90.427 [(7)] (12).

26 “(44) ‘Stalking’ means the behavior described in ORS 163.732.

27 “(45) ‘Statement of policy’ means the summary explanation of information
28 and facility policies to be provided to prospective and existing tenants under
29 ORS 90.510.

30 “(46) ‘Surrender’ means an agreement, express or implied, as described in

1 ORS 90.148 between a landlord and tenant to terminate a rental agreement
2 that gave the tenant the right to occupy a dwelling unit.

3 “(47) ‘Tenant’:

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

5 “(A) Means a person, including a roomer, entitled under a rental agree-
6 ment to occupy a dwelling unit to the exclusion of others, including a
7 dwelling unit owned, operated or controlled by a public housing authority.

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

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

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

14 “(48) ‘Transient lodging’ means a room or a suite of rooms.

15 “(49) ‘Transient occupancy’ means occupancy in transient lodging that has
16 all of the following characteristics:

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

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

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

22 “(50) ‘Vacation occupancy’ means occupancy in a dwelling unit, not in-
23 cluding transient occupancy in a hotel or motel, that has all of the following
24 characteristics:

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

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

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

29 “(51) ‘Victim’ means:

30 “(a) The person against whom an incident related to domestic violence,

1 sexual assault or stalking is perpetrated; or

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

5 “(52) ‘Week-to-week tenancy’ means a tenancy that has all of the follow-
6 ing characteristics:

7 “(a) Occupancy is charged on a weekly basis and is payable no less fre-
8 quently than every seven days;

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

11 “(c) There are no fees or security deposits, although the landlord may
12 require the payment of an applicant screening charge, as provided in ORS
13 90.295.

14 **“SECTION 8.** ORS 90.100, as amended by section 7 of this 2017 Act, is
15 amended to read:

16 “90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

25 “(2) ‘Action’ includes recoupment, counterclaim, setoff, suit in equity and
26 any other proceeding in which rights are determined, including an action for
27 possession.

28 “(3) ‘Applicant screening charge’ means any payment of money required
29 by a landlord of an applicant prior to entering into a rental agreement with
30 that applicant for a residential dwelling unit, the purpose of which is to pay

1 the cost of processing an application for a rental agreement for a residential
2 dwelling unit.

3 “(4) ‘Building and housing codes’ includes any law, ordinance or govern-
4 mental regulation concerning fitness for habitation, or the construction,
5 maintenance, operation, occupancy, use or appearance of any premises or
6 dwelling unit.

7 “(5) ‘Carbon monoxide alarm’ has the meaning given that term in ORS
8 105.836.

9 “(6) ‘Carbon monoxide source’ has the meaning given that term in ORS
10 105.836.

11 “(7) ‘Conduct’ means the commission of an act or the failure to act.

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

15 “(9) ‘Dealer’ means any person in the business of selling, leasing or dis-
16 tributing new or used manufactured dwellings or floating homes to persons
17 who purchase or lease a manufactured dwelling or floating home for use as
18 a residence.

19 “(10) ‘Domestic violence’ means:

20 “(a) Abuse between family or household members, as those terms are de-
21 fined in ORS 107.705; or

22 “(b) Abuse, as defined in ORS 107.705, between partners in a dating re-
23 lationship.

24 “(11) ‘Drug and alcohol free housing’ means a dwelling unit described in
25 ORS 90.243.

26 “(12) ‘Dwelling unit’ means a structure or the part of a structure that is
27 used as a home, residence or sleeping place by one person who maintains a
28 household or by two or more persons who maintain a common household.
29 ‘Dwelling unit’ regarding a person who rents a space for a manufactured
30 dwelling or recreational vehicle or regarding a person who rents moorage

1 space for a floating home as defined in ORS 830.700, but does not rent the
2 home, means the space rented and not the manufactured dwelling, recre-
3 ational vehicle or floating home itself.

4 “(13) ‘Essential service’ means:

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

8 “(A) Heat, plumbing, hot and cold running water, gas, electricity, light
9 fixtures, locks for exterior doors, latches for windows and any cooking ap-
10 pliance or refrigerator supplied or required to be supplied by the landlord;
11 and

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

16 “(b) For a tenancy consisting of rental space for a manufactured dwelling,
17 floating home or recreational vehicle owned by the tenant or that is other-
18 wise subject to ORS 90.505 to 90.850:

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

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

25 “(14) ‘Facility’ means a manufactured dwelling park or a marina.

26 “(15) ‘Fee’ means a nonrefundable payment of money.

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

30 “(17) ‘Fixed term tenancy’ means a tenancy that has a fixed term of ex-

1 istence, continuing to a specific ending date and terminating on that date
2 without requiring further notice to effect the termination.

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

5 “(19) ‘Good faith’ means honesty in fact in the conduct of the transaction
6 concerned.

7 “(20) ‘Hazard tree’ means a tree that:

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

9 “(b) Measures at least eight inches DBH; and

10 “(c) Is considered, by an arborist licensed as a landscape construction
11 professional pursuant to ORS 671.560 and certified by the International So-
12 ciety of Arboriculture, to pose an unreasonable risk of causing serious
13 physical harm or damage to individuals or property in the near future.

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

15 “(22) ‘Informal dispute resolution’ means, but is not limited to, consulta-
16 tion between the landlord or landlord’s agent and one or more tenants, or
17 mediation utilizing the services of a third party.

18 “(23) ‘Landlord’ means the owner, lessor or sublessor of the dwelling unit
19 or the building or premises of which it is a part. ‘Landlord’ includes a per-
20 son who is authorized by the owner, lessor or sublessor to manage the
21 premises or to enter into a rental agreement.

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

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

27 “(26) ‘Manufactured dwelling’ means a residential trailer, a mobile home
28 or a manufactured home as those terms are defined in ORS 446.003. ‘Manu-
29 factured dwelling’ includes an accessory building or structure. ‘Manufactured
30 dwelling’ does not include a recreational vehicle.

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

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

8 “(29) ‘Marina purchase association’ means a group of three or more ten-
9 ants who reside in a marina and have organized for the purpose of eventual
10 purchase of the marina.

11 “(30) ‘Month-to-month tenancy’ means a tenancy that automatically re-
12 news and continues for successive monthly periods on the same terms and
13 conditions originally agreed to, or as revised by the parties, until terminated
14 by one or both of the parties.

15 “(31) ‘Organization’ includes a corporation, government, governmental
16 subdivision or agency, business trust, estate, trust, partnership or associ-
17 ation, two or more persons having a joint or common interest, and any other
18 legal or commercial entity.

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

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

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

24 “(33) ‘Person’ includes an individual or organization.

25 “(34) ‘Premises’ means:

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

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

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

1 “(35) ‘Prepaid rent’ means any payment of money to the landlord for a
2 rent obligation not yet due. In addition, ‘prepaid rent’ means rent paid for
3 a period extending beyond a termination date.

4 “(36) ‘Recreational vehicle’ has the meaning given that term in ORS
5 446.003.

6 “(37) ‘Rent’ means any payment to be made to the landlord under the
7 rental agreement, periodic or otherwise, in exchange for the right of a tenant
8 and any permitted pet to occupy a dwelling unit to the exclusion of others
9 and to use the premises. ‘Rent’ does not include security deposits, fees or
10 utility or service charges as described in ORS 90.315 (4) and 90.532.

11 “(38) ‘Rental agreement’ means all agreements, written or oral, and valid
12 rules and regulations adopted under ORS 90.262 or 90.510 (6) embodying the
13 terms and conditions concerning the use and occupancy of a dwelling unit
14 and premises. ‘Rental agreement’ includes a lease. A rental agreement shall
15 be either a week-to-week tenancy, month-to-month tenancy or fixed term
16 tenancy.

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

21 “(40) ‘Screening or admission criteria’ means a written statement of any
22 factors a landlord considers in deciding whether to accept or reject an ap-
23 plicant and any qualifications required for acceptance. ‘Screening or admis-
24 sion criteria’ includes, but is not limited to, the rental history, character
25 references, public records, criminal records, credit reports, credit references
26 and incomes or resources of the applicant.

27 “(41) ‘Security deposit’ means a refundable payment or deposit of money,
28 however designated, the primary function of which is to secure the perform-
29 ance of a rental agreement or any part of a rental agreement. ‘Security de-
30 posit’ does not include a fee.

1 “(42) ‘Sexual assault’ has the meaning given that term in ORS 147.450.

2 “(43) ‘Squatter’ means a person occupying a dwelling unit who is not so
3 entitled under a rental agreement or who is not authorized by the tenant to
4 occupy that dwelling unit. ‘Squatter’ does not include a tenant who holds
5 over as described in ORS 90.427 [(12)] (7).

6 “(44) ‘Stalking’ means the behavior described in ORS 163.732.

7 “(45) ‘Statement of policy’ means the summary explanation of information
8 and facility policies to be provided to prospective and existing tenants under
9 ORS 90.510.

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

13 “(47) ‘Tenant’:

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

15 “(A) Means a person, including a roomer, entitled under a rental agree-
16 ment to occupy a dwelling unit to the exclusion of others, including a
17 dwelling unit owned, operated or controlled by a public housing authority.

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

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

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

24 “(48) ‘Transient lodging’ means a room or a suite of rooms.

25 “(49) ‘Transient occupancy’ means occupancy in transient lodging that has
26 all of the following characteristics:

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

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

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

2 “(50) ‘Vacation occupancy’ means occupancy in a dwelling unit, not in-
3 cluding transient occupancy in a hotel or motel, that has all of the following
4 characteristics:

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

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

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

9 “(51) ‘Victim’ means:

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

12 “(b) The parent or guardian of a minor household member against whom
13 an incident related to domestic violence, sexual assault or stalking is per-
14 petrated, unless the parent or guardian is the perpetrator.

15 “(52) ‘Week-to-week tenancy’ means a tenancy that has all of the follow-
16 ing characteristics:

17 “(a) Occupancy is charged on a weekly basis and is payable no less fre-
18 quently than every seven days;

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

21 “(c) There are no fees or security deposits, although the landlord may
22 require the payment of an applicant screening charge, as provided in ORS
23 90.295.

24 **“SECTION 9.** ORS 90.220, as amended by section 3, chapter 53, Oregon
25 Laws 2016, is amended to read:

26 “90.220. (1) A landlord and a tenant may include in a rental agreement
27 terms and conditions not prohibited by this chapter or other rule of law in-
28 cluding rent, term of the agreement and other provisions governing the
29 rights and obligations of the parties.

30 “(2) The terms of a fixed term tenancy, including the amount of rent, may

1 not be unilaterally amended by the landlord or tenant.

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

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

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

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

14 “(7) Except as otherwise provided by this chapter:

15 “(a) Rent is payable without demand or notice at the time and place
16 agreed upon by the parties. Unless otherwise agreed, rent is payable at the
17 dwelling unit, periodic rent is payable at the beginning of any term of one
18 month or less and otherwise in equal monthly or weekly installments at the
19 beginning of each month or week, depending on whether the tenancy is
20 month-to-month or week-to-week. Rent may not be considered to be due prior
21 to the first day of each rental period. Rent increases must comply with the
22 provisions of section 2, chapter 53, Oregon Laws 2016.

23 “(b) If a rental agreement does not create a week-to-week tenancy, as de-
24 fined in ORS 90.100, or a fixed term tenancy, the tenancy shall be a month-
25 to-month tenancy.

26 “(8) Except as provided by ORS 90.427 [(7)] **(12)**, a tenant is responsible
27 for payment of rent until the earlier of:

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

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

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

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

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

5 “(f) Thirty days after delivery of possession without prior notice of ter-
6 mination of a month-to-month tenancy; or

7 “(g) Ten days after delivery of possession without prior notice of termi-
8 nation of a week-to-week tenancy.

9 “(9)(a) Notwithstanding a provision in a rental agreement regarding the
10 order of application of tenant payments, a landlord shall apply tenant pay-
11 ments in the following order:

12 “(A) Outstanding rent from prior rental periods;

13 “(B) Rent for the current rental period;

14 “(C) Utility or service charges;

15 “(D) Late rent payment charges; and

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

18 “(b) This subsection does not apply to rental agreements subject to ORS
19 90.505 to 90.850.

20 “**SECTION 10.** ORS 90.220, as amended by section 3, chapter 53, Oregon
21 Laws 2016, and section 9 of this 2017 Act, is amended to read:

22 “90.220. (1) A landlord and a tenant may include in a rental agreement
23 terms and conditions not prohibited by this chapter or other rule of law in-
24 cluding rent, term of the agreement and other provisions governing the
25 rights and obligations of the parties.

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

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

30 “(4) Except as provided in this subsection, the rental agreement must in-

1 clude a disclosure of the smoking policy for the premises that complies with
2 ORS 479.305. A disclosure of smoking policy is not required in a rental
3 agreement subject to ORS 90.505 to 90.850 for space in a facility as defined
4 in ORS 90.100.

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

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

10 “(7) Except as otherwise provided by this chapter:

11 “(a) Rent is payable without demand or notice at the time and place
12 agreed upon by the parties. Unless otherwise agreed, rent is payable at the
13 dwelling unit, periodic rent is payable at the beginning of any term of one
14 month or less and otherwise in equal monthly or weekly installments at the
15 beginning of each month or week, depending on whether the tenancy is
16 month-to-month or week-to-week. Rent may not be considered to be due prior
17 to the first day of each rental period. Rent increases must comply with the
18 provisions of section 2, chapter 53, Oregon Laws 2016.

19 “(b) If a rental agreement does not create a week-to-week tenancy, as de-
20 fined in ORS 90.100, or a fixed term tenancy, the tenancy shall be a month-
21 to-month tenancy.

22 “(8) Except as provided by ORS 90.427 [(12)] (7), a tenant is responsible
23 for payment of rent until the earlier of:

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

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

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

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

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

1 “(f) Thirty days after delivery of possession without prior notice of ter-
2 mination of a month-to-month tenancy; or

3 “(g) Ten days after delivery of possession without prior notice of termi-
4 nation of a week-to-week tenancy.

5 “(9)(a) Notwithstanding a provision in a rental agreement regarding the
6 order of application of tenant payments, a landlord shall apply tenant pay-
7 ments in the following order:

8 “(A) Outstanding rent from prior rental periods;

9 “(B) Rent for the current rental period;

10 “(C) Utility or service charges;

11 “(D) Late rent payment charges; and

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

14 “(b) This subsection does not apply to rental agreements subject to ORS
15 90.505 to 90.850.

16 “**SECTION 11.** ORS 105.124 is amended to read:

17 “105.124. For a complaint described in ORS 105.123, if ORS chapter 90
18 applies to the dwelling unit:

19 “(1) The complaint must be in substantially the following form and be
20 available from the clerk of the court:

21 “ _____

22 IN THE CIRCUIT COURT

23 FOR THE COUNTY OF

24 _____

25 No. _____

26
27 RESIDENTIAL EVICTION COMPLAINT

28
29 PLAINTIFF (Landlord or agent):

30 _____

1 _____
2 Address: _____
3 City: _____
4 State: _____ Zip: _____
5 Telephone: _____

6

7 vs.

8

9 DEFENDANT (Tenants/Occupants):

10 _____

11 _____

12 MAILING ADDRESS: _____

13 City: _____

14 State: _____ Zip: _____

15 Telephone: _____

16

17 1.

18 Tenants are in possession of the dwelling unit, premises or rental prop-
19 erty described above or located at:

20

21 _____

22

23 2.

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

25

26 _____ 24-hour notice for personal
27 injury, substantial damage, extremely
28 outrageous act or unlawful occupant.

29 ORS 90.396 or 90.403.

30 _____ 24-hour or 48-hour notice for

1 violation of a drug or alcohol
2 program. ORS 90.398.

3 — 24-hour notice for perpetrating
4 domestic violence, sexual assault or
5 stalking. ORS 90.445.

6 — 72-hour or 144-hour notice for
7 nonpayment of rent. ORS 90.394.

8 — 7-day notice with stated cause in
9 a week-to-week tenancy. ORS 90.392 (6).

10 — 10-day notice for a pet violation,
11 a repeat violation in a month-to-month
12 tenancy or without stated cause in a
13 week-to-week tenancy. ORS 90.392 (5),
14 90.405 or 90.427 (2).

15 — 20-day notice for a repeat violation.
16 ORS 90.630 (4).

17 — 30-day, 60-day or 180-day notice without
18 stated cause in a month-to-month
19 tenancy. ORS 90.427 (9) [(3) or (4)] or 90.429.

20 — **30-day or 90-day notice with stated exception.**
21 **ORS 90.427 (5).**

22 — 30-day notice with stated cause.
23 ORS 90.392, 90.630 or 90.632.

24 — Notice to bona fide tenants after
25 foreclosure sale or termination of
26 fixed term tenancy after foreclosure
27 sale. ORS 86.782 (6)(c).

28 — Other notice _____

29 — No notice (explain) _____

30

1 A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED

2

3 3.

4 If the landlord uses an attorney, the case goes to trial and the landlord
5 wins in court, the landlord can collect attorney fees from the defendant
6 pursuant to ORS 90.255 and 105.137 (3).

7 Landlord requests judgment for possession of the premises, court costs,
8 disbursements and attorney fees.

9 I certify that the allegations and factual assertions in this complaint are
10 true to the best of my knowledge.

11

12 _____

13 Signature of landlord or agent.

14 “ _____

15 “(2) The complaint must be signed by the plaintiff or an attorney repre-
16 senting the plaintiff as provided by ORCP 17, or verified by an agent or
17 employee of the plaintiff or an agent or employee of an agent of the plaintiff.

18 “(3) A copy of the notice relied upon, if any, must be attached to the
19 complaint.

20 **“SECTION 12.** ORS 105.124, as amended by section 11 of this 2017 Act,
21 is amended to read:

22 “105.124. For a complaint described in ORS 105.123, if ORS chapter 90
23 applies to the dwelling unit:

24 “(1) The complaint must be in substantially the following form and be
25 available from the clerk of the court:

26 “ _____

27 IN THE CIRCUIT COURT
28 FOR THE COUNTY OF

29 _____

30 No. _____

RESIDENTIAL EVICTION COMPLAINT

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PLAINTIFF (Landlord or agent):

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

vs.

DEFENDANT (Tenants/Occupants):

MAILING ADDRESS: _____

City: _____

State: _____ Zip: _____

Telephone: _____

1.

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

2.

Landlord is entitled to possession of the property because of:

_____ 24-hour notice for personal

1 injury, substantial damage, extremely
2 outrageous act or unlawful occupant.
3 ORS 90.396 or 90.403.
4 — 24-hour or 48-hour notice for
5 violation of a drug or alcohol
6 program. ORS 90.398.
7 — 24-hour notice for perpetrating
8 domestic violence, sexual assault or
9 stalking. ORS 90.445.
10 — 72-hour or 144-hour notice for
11 nonpayment of rent. ORS 90.394.
12 — 7-day notice with stated cause in
13 a week-to-week tenancy. ORS 90.392 (6).
14 — 10-day notice for a pet violation,
15 a repeat violation in a month-to-month
16 tenancy or without stated cause in a
17 week-to-week tenancy. ORS 90.392 (5),
18 90.405 or 90.427 (2).
19 — 20-day notice for a repeat violation.
20 ORS 90.630 (4).
21 — 30-day, 60-day or 180-day notice without
22 stated cause in a month-to-month
23 tenancy. ORS 90.427 **(3) or (4)** [(9)] or 90.429.
24 — [30-day or] 90-day notice with stated exception.
25 ORS 90.427 (5).
26 — 30-day notice with stated cause.
27 ORS 90.392, 90.630 or 90.632.
28 — Notice to bona fide tenants after
29 foreclosure sale or termination of
30 fixed term tenancy after foreclosure

1 sale. ORS 86.782 (6)(c).
2 _____ Other notice _____
3 _____ No notice (explain) _____
4

5 A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED
6

7 3.

8 If the landlord uses an attorney, the case goes to trial and the landlord
9 wins in court, the landlord can collect attorney fees from the defendant
10 pursuant to ORS 90.255 and 105.137 (3).

11 Landlord requests judgment for possession of the premises, court costs,
12 disbursements and attorney fees.

13 I certify that the allegations and factual assertions in this complaint are
14 true to the best of my knowledge.
15

16 _____
17 Signature of landlord or agent.

18 “ _____

19 “(2) The complaint must be signed by the plaintiff or an attorney repre-
20 senting the plaintiff as provided by ORCP 17, or verified by an agent or
21 employee of the plaintiff or an agent or employee of an agent of the plaintiff.

22 “(3) A copy of the notice relied upon, if any, must be attached to the
23 complaint.

24 **“SECTION 13. The amendments to ORS 90.100, 90.220, 90.427, 90.600**
25 **and 105.124 and section 2, chapter 53, Oregon Laws 2016, by sections 2,**
26 **4, 6, 8, 10 and 12 of this 2017 Act become operative on July 1, 2020.**

27 **“SECTION 14. (1) The amendments to ORS 90.427 by section 1 of this**
28 **2017 Act apply to:**

29 **“(a) Fixed term tenancies entered into or renewed on or after the**
30 **effective date of this 2017 Act and before July 1, 2020; and**

1 **“(b) Terminations of month-to-month tenancies occurring on or**
2 **after the 30th day after the effective date of this 2017 Act and before**
3 **July 1, 2020.**

4 **“(2) The amendments to ORS 90.427 by section 2 of this 2017 Act**
5 **apply to:**

6 **“(a) Fixed term tenancies entered into or renewed on or after July**
7 **1, 2020; and**

8 **“(b) Terminations of month-to-month tenancies occurring on or**
9 **after July 1, 2020.**

10 **“SECTION 15. This 2017 Act being necessary for the immediate**
11 **preservation of the public peace, health and safety, an emergency is**
12 **declared to exist, and this 2017 Act takes effect on its passage.”.**

13
