

## HOUSE AMENDMENTS TO A-ENGROSSED SENATE BILL 194

By COMMITTEE ON RULES, REDISTRICTING, AND PUBLIC AFFAIRS

May 30

- 1 On page 1 of the printed A-engrossed bill, delete line 3 and insert “90.100, 90.110, 90.140, 90.155,  
2 90.297, 90.300, 90.380, 90.400, 90.415, 90.425, 90.510, 90.530, 90.600, 90.610, 90.620, 90.630, 90.632,  
3 90.635, 90.675, 90.775, 91.120, 105.112, 105.115, 105.138, 105.165 and 316.153;”.
- 4 In line 4, after “ORS” insert “90.770,” and after “105.154” insert “and section 28, chapter 104,  
5 Oregon Laws 2001”.
- 6 In line 7, after “may” insert “only”.
- 7 In line 8, delete “only”.
- 8 In line 18, after “That” insert “, in the case of a dwelling unit to which ORS chapter 90 does  
9 not apply,”.
- 10 On page 2, line 41, before “48-hour” insert “24-hour or”.
- 11 On page 3, line 9, after “for” insert “a” and delete “violations” and insert “violation”.
- 12 In line 10, delete “(5)” and insert “(4)”.
- 13 In line 18, after “UPON” insert “, IF ANY,”.
- 14 In line 23, after “costs” insert “, disbursements”.
- 15 On page 4, delete lines 9 and 10.
- 16 On page 5, line 18, after “this” insert “first”.
- 17 In line 20, after “court” insert “and your landlord does”.
- 18 In line 28, delete “judge” and insert “court”.
- 19 On page 6, line 20, delete “and”.
- 20 In line 23, delete the period and insert “; and
- 21 “(d) Payment of any costs, disbursements or attorney fees pursuant to a schedule provided in the  
22 order.
- 23 “(3) The order shall contain a statement providing that 12 months following the entry of the  
24 order, the court shall automatically dismiss the order without further notice to either the plaintiff  
25 or the defendant.”.
- 26 In line 24, delete “(3)” and insert “(4)”.
- 27 In line 25, after “affidavit” insert “of noncompliance”.
- 28 In line 29, delete “(4)” and insert “(5)”.
- 29 In line 34, delete “(5)” and insert “(6)” and delete “clerk” and insert “court”.
- 30 In line 40, delete “completion of the execution process” and insert “issuance by the clerk of a  
31 writ of execution of judgment of restitution”.
- 32 On page 8, delete lines 1 and 2.
- 33 In line 3, delete “(b)” and insert “(a)”.
- 34 In line 4, delete “(c)” and insert “(b)”.
- 35 In line 5, delete “(d)” and insert “(c)”.

1 In line 22, after “claims” insert “must be pursuant to ORS chapter 90 or the rental agreement  
2 and”.

3 In line 26, after “clerk” delete the rest of the line and lines 27 and 28 and insert “may issue a  
4 writ of execution of judgment of restitution. The clerk may not issue the writ earlier than 24 hours  
5 after the court’s ruling. Further notice to the defendant is not”.

6 Delete line 31.

7 In line 32, delete “upon”.

8 In line 37, after “order” insert “and without further notice to either party”.

9 Delete line 40 and insert:

10 “(b) Twelve months following entry of the order”.

11 In line 41, delete “completion of the period covered by the order”.

12 In line 45, after “may” insert “only”.

13 On page 10, line 17, delete “Except as provided in section 15” and insert “If a court entered a  
14 judgment other than pursuant to section 10”.

15 On page 14, after line 10, insert:

16 **“SECTION 22. Sections 23 and 24 of this 2001 Act are added to and made a part of ORS  
17 90.505 to 90.840.**

18 **“SECTION 23. A rental agreement for a space for a manufactured dwelling or floating  
19 home must be a month-to-month or fixed term tenancy. A rental agreement for a fixed term  
20 tenancy must have a duration or term of at least two years.**

21 **“SECTION 24. (1) Except if renewed or extended as provided by this section, a fixed term  
22 tenancy for space for a manufactured dwelling or floating home shall, upon reaching its  
23 ending date, automatically renew as a month-to-month tenancy having the same terms and  
24 conditions, other than duration and rent increases pursuant to ORS 90.600, unless the  
25 tenancy is terminated pursuant to ORS 90.380 (3)(b), 90.400 (2), (3) or (9), 90.630 or 90.632.**

26 **“(2) To renew or extend a fixed term tenancy for another term, of any duration that is  
27 consistent with section 23 of this 2001 Act, the landlord shall submit the proposed new rental  
28 agreement to the tenant at least 60 days prior to the ending date of the term. The landlord  
29 shall include with the proposed agreement a written statement that summarizes any new or  
30 revised terms, conditions, rules or regulations.**

31 **“(3) Notwithstanding ORS 90.610 (3), a landlord’s proposed new rental agreement may  
32 include new or revised terms, conditions, rules or regulations, if the new or revised terms,  
33 conditions, rules or regulations:**

34 **“(a)(A) Fairly implement a statute or ordinance adopted after the creation of the existing  
35 agreement; or**

36 **“(B) Are the same as those offered to new or prospective tenants in the facility at the  
37 time the proposed agreement is submitted to the tenant and for the six-month period pre-  
38 ceding the submission of the proposed agreement or, if there have been no new or prospec-  
39 tive tenants during the six-month period, are the same as are customary for the rental  
40 market;**

41 **“(b) Are consistent with the rights and remedies provided to tenants under ORS chapter  
42 90, including the right to keep a pet pursuant to ORS 90.530;**

43 **“(c) Do not relate to the age, size, style, construction material or year of construction  
44 of the manufactured dwelling or floating home contrary to ORS 90.632 (2); and**

45 **“(d) Do not require an alteration of the manufactured dwelling or floating home or al-**

1 teration or new construction of an accessory building or structure.

2 “(4) A tenant shall accept or reject a landlord’s proposed new rental agreement at least  
3 30 days prior to the ending of the term by giving written notice to the landlord.

4 “(5) If a landlord fails to submit a proposed new rental agreement as provided by sub-  
5 section (2) of this section, the tenancy renews as a month-to-month tenancy as provided by  
6 subsection (1) of this section.

7 “(6) If a tenant fails to accept or unreasonably rejects a landlord’s proposed new rental  
8 agreement as provided by subsection (4) of this section, the fixed term tenancy terminates  
9 on the ending date without further notice and the landlord may take possession by complying  
10 with ORS 105.105 to 105.168.

11 “(7) If a tenancy terminates under conditions described in subsection (6) of this section,  
12 and the tenant surrenders or delivers possession of the premises to the landlord prior to the  
13 filing of an action pursuant to ORS 105.110, the tenant has the right to enter into a written  
14 storage agreement with the landlord, with the tenant having the same rights and responsi-  
15 bilities as a lienholder under ORS 90.675 (18), except that the landlord may limit the term  
16 of the storage agreement to not exceed six months. Unless the parties agree otherwise, the  
17 storage agreement must commence upon the date of the termination of the tenancy. The  
18 rights under ORS 90.675 of any lienholder are delayed until the end of the tenant storage  
19 agreement.

20 “SECTION 25. ORS 90.770 is repealed and section 26 of this 2001 Act is enacted in lieu  
21 thereof.

22 “SECTION 26. (1) In order to foster the role of the Manufactured Dwelling Park Om-  
23 budsman in mediating and resolving disputes between landlords and tenants of manufactured  
24 dwelling and floating home facilities, the Housing and Community Services Department shall  
25 establish procedures to maintain the confidentiality of information received by the ombuds-  
26 man pertaining to individual landlords and tenants of facilities and to landlord-tenant dis-  
27 putes. The procedures must comply with the provisions of this section.

28 “(2) Except as provided in subsection (3) of this section, the department shall treat as  
29 confidential and not disclose:

30 “(a) The identity of a landlord, tenant or complainant involved in a dispute or of a person  
31 who provides information to the department in response to a department investigation of a  
32 dispute;

33 “(b) Information provided to the department by a landlord, tenant, complainant or other  
34 person relating to a dispute; or

35 “(c) Information discovered by the department in investigating a dispute.

36 “(3) The department may disclose:

37 “(a) Information described in subsection (2) of this section to a state agency; and

38 “(b) Information described in subsection (2) of this section if the landlord, tenant,  
39 complainant or other person who provided the information being disclosed, or the legal rep-  
40 resentative thereof, consents orally or in writing to the disclosure and specifies to whom the  
41 disclosure may be made. Only the landlord, tenant, complainant or other person who pro-  
42 vided the information to the department may authorize or deny the disclosure of the infor-  
43 mation.

44 “(4) This section does not prohibit the department from compiling and disclosing exam-  
45 ples and statistics that demonstrate information such as the type of dispute, frequency of

1 **occurrence and geographical area where the dispute occurred if the identity of the landlord,**  
2 **tenant, complainant and other persons are protected.**

3 **“SECTION 27.** ORS 90.100 is amended to read:

4 “90.100. Subject to additional definitions contained in this chapter that apply to specific sections  
5 or parts thereof, and unless the context otherwise requires, in this chapter:

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

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

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

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

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

18 “(4) ‘Building and housing codes’ include any law, ordinance or governmental regulation con-  
19 cerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or ap-  
20 pearance of any premises or dwelling unit.

21 **“(5) ‘Conduct’ means the commission of an act or the failure to act.**

22 “[5] **(6)** ‘Dealer’ means any person in the business of selling, leasing or distributing new or used  
23 manufactured dwellings or floating homes to persons who purchase or lease a manufactured dwelling  
24 or floating home for use as a residence.

25 “[6] **(7)** ‘Drug and alcohol free housing’ means a rental agreement as described in ORS 90.243.

26 “[7] **(8)** ‘Dwelling unit’ means a structure or the part of a structure that is used as a home,  
27 residence or sleeping place by one person who maintains a household or by two or more persons  
28 who maintain a common household. ‘Dwelling unit’ regarding a person who rents a space for a  
29 manufactured dwelling or recreational vehicle or regarding a person who rents moorage space for  
30 a floating home as defined in ORS 830.700, but does not rent the home, means the space rented and  
31 not the manufactured dwelling, recreational vehicle or floating home itself.

32 “[8] **(9)** ‘Essential service’ means:

33 “(a) For a tenancy not consisting of rental space for a manufactured dwelling, floating home or  
34 recreational vehicle owned by the tenant and not otherwise subject to ORS 90.505 to 90.840:

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

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

41 “(b) For a tenancy consisting of rental space for a manufactured dwelling, floating home or  
42 recreational vehicle owned by the tenant or that is otherwise subject to ORS 90.505 to 90.840:

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

45 “(B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.730,

1 the lack or violation of which creates a serious threat to the tenant’s health, safety or property or  
2 makes the rented space unfit for occupancy.

3 “[9] (10) ‘Facility’ means:

4 “(a) A place where four or more manufactured dwellings are located, the primary purpose of  
5 which is to rent space or keep space for rent to any person for a fee; or

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

9 “[10] (11) ‘Facility purchase association’ means a group of three or more tenants who reside  
10 in a facility and have organized for the purpose of eventual purchase of the facility.

11 “[11] (12) ‘Fee’ means a nonrefundable payment of money.

12 “[12] (13) ‘First class mail’ does not include certified or registered mail, or any other form of  
13 mail that may delay or hinder actual delivery of mail to the recipient.

14 “(14) **‘Fixed term tenancy’ means a tenancy that has a fixed term of existence, continuing**  
15 **to a specific ending date and terminating on that date without requiring further notice to**  
16 **effect the termination.**

17 “[13] (15) ‘Floating home’ has the meaning given that term in ORS 830.700. As used in this  
18 chapter, ‘floating home’ includes an accessory building or structure.

19 “[14] (16) ‘Good faith’ means honesty in fact in the conduct of the transaction concerned.

20 “[15] (17) ‘Hotel or motel’ means ‘hotel’ as that term is defined in ORS 699.005.

21 “[16] (18) ‘Informal dispute resolution’ means, but is not limited to, consultation between the  
22 landlord or landlord’s agent and one or more tenants, or mediation utilizing the services of a third  
23 party.

24 “[17] (19) ‘Landlord’ means the owner, lessor or sublessor of the dwelling unit or the building  
25 or premises of which it is a part. ‘Landlord’ includes a person who is authorized by the owner, lessor  
26 or sublessor to manage the premises or to enter into a rental agreement.

27 “[18] (20) ‘Landlord’s agent’ means a person who has oral or written authority, either express  
28 or implied, to act for or on behalf of a landlord.

29 “[19] (21) ‘Last month’s rent deposit’ means a type of security deposit, however designated, the  
30 primary function of which is to secure the payment of rent for the last month of the tenancy.

31 “[20] (22) ‘Manufactured dwelling’ means a residential trailer, a mobile home or a manufac-  
32 tured home as those terms are defined in ORS 446.003 (26). ‘Manufactured dwelling’ includes an ac-  
33 cessory building or structure. ‘Manufactured dwelling’ does not include a recreational vehicle.

34 “[21] (23) ‘Manufactured dwelling park’ has the meaning given that term in ORS 446.003.

35 “(24) **‘Month-to-month tenancy’ means a tenancy that automatically renews and contin-**  
36 **ues for successive monthly periods on the same terms and conditions originally agreed to,**  
37 **or as revised by the parties, until terminated by one or both of the parties.**

38 “[22] (25) ‘Organization’ includes a corporation, government, governmental subdivision or  
39 agency, business trust, estate, trust, partnership or association, two or more persons having a joint  
40 or common interest, and any other legal or commercial entity.

41 “[23] (26) ‘Owner’ includes a mortgagee in possession and means one or more persons, jointly  
42 or severally, in whom is vested:

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

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

1           “[(24)] **(27)** ‘Person’ includes an individual or organization.

2           “[(25)] **(28)** ‘Premises’ means a dwelling unit and the structure of which it is a part and facilities  
3 and appurtenances therein and grounds, areas and facilities held out for the use of tenants generally  
4 or whose use is promised to the tenant.

5           “[(26)] **(29)** ‘Prepaid rent’ means any payment of money to the landlord for a rent obligation not  
6 yet due. In addition, ‘prepaid rent’ means rent paid for a period extending beyond a termination date.

7           “[(27)] **(30)** ‘Recreational vehicle’ has the meaning given that term in ORS 446.003.

8           “[(28)] **(31)** ‘Rent’ means any payment to be made to the landlord under the rental agreement,  
9 periodic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a  
10 dwelling unit to the exclusion of others. ‘Rent’ does not include security deposits, fees or utility or  
11 service charges as described in ORS 90.315 (4) and 90.510 (8).

12           “[(29)] **(32)** ‘Rental agreement’ means all agreements, written or oral, and valid rules and regu-  
13 lations adopted under ORS 90.262 or 90.510 (6) embodying the terms and conditions concerning the  
14 use and occupancy of a dwelling unit and premises. ‘Rental agreement’ includes a lease. A rental  
15 agreement shall be either a week-to-week tenancy, month-to-month tenancy or fixed term tenancy.

16           “[(30)] **(33)** ‘Roomer’ means a person occupying a dwelling unit that does not include a toilet and  
17 either a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and  
18 where one or more of these facilities are used in common by occupants in the structure.

19           “[(31)] **(34)** ‘Screening or admission criteria’ means a written statement of any factors a landlord  
20 considers in deciding whether to accept or reject an applicant and any qualifications required for  
21 acceptance. ‘Screening or admission criteria’ includes, but is not limited to, the rental history,  
22 character references, public records, criminal records, credit reports, credit references and incomes  
23 or resources of the applicant.

24           “[(32)] **(35)** ‘Security deposit’ means any refundable payment or deposit of money, however des-  
25 ignated, the primary function of which is to secure the performance of a rental agreement or any  
26 part of a rental agreement, but does not mean a fee.

27           “[(33)] **(36)** ‘Squatter’ means a person occupying a dwelling unit who is not so entitled under a  
28 rental agreement or who is not authorized by the tenant to occupy that dwelling unit. ‘Squatter’  
29 does not include a tenant who holds over as described in ORS 90.427 (4).

30           “[(34)] **(37)** ‘Statement of policy’ means the summary explanation of information and facility  
31 policies to be provided to prospective and existing tenants under ORS 90.510.

32           “[(35)] **(38)** ‘Surrender’ means an agreement, express or implied, as described in ORS 90.148 be-  
33 tween a landlord and tenant to terminate a rental agreement that gave the tenant the right to oc-  
34 cupy a dwelling unit.

35           “[(36)] **(39)** ‘Tenant’ means a person, including a roomer, entitled under a rental agreement to  
36 occupy a dwelling unit to the exclusion of others, including a dwelling unit owned, operated or  
37 controlled by a public housing authority. ‘Tenant’ also includes a minor, as defined and provided for  
38 in ORS 109.697. As used in ORS 90.505 to 90.840, ‘tenant’ includes only a person who owns and oc-  
39 cupies as a residence a manufactured dwelling or a floating home in a facility and persons residing  
40 with that tenant under the terms of the rental agreement.

41           “[(37)] **(40)** ‘Transient lodging’ means a room or a suite of rooms.

42           “[(38)] **(41)** ‘Transient occupancy’ means occupancy in transient lodging that has all of the fol-  
43 lowing characteristics:

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

45           “(b) The lodging operator provides maid and linen service daily or every two days as part of the

1 regularly charged cost of occupancy; and  
2 “(c) The period of occupancy does not exceed 30 days.  
3 “[~~(39)~~] **(42)** ‘Vacation occupancy’ means occupancy in a dwelling unit, not including transient  
4 occupancy in a hotel or motel, that has all of the following characteristics:  
5 “(a) The occupant rents the unit for vacation purposes only, not as a principal residence;  
6 “(b) The occupant has a principal residence other than at the unit; and  
7 “(c) The period of authorized occupancy does not exceed 45 days.  
8 “[~~(40)~~] **(43)** ‘Week-to-week tenancy’ means a tenancy that has all of the following characteristics:  
9 “(a) Occupancy is charged on a weekly basis and is payable no less frequently than every seven  
10 days;  
11 “(b) There is a written rental agreement that defines the landlord’s and the tenant’s rights and  
12 responsibilities under this chapter; and  
13 “(c) There are no fees or security deposits, although the landlord may require the payment of  
14 an applicant screening charge, as provided in ORS 90.295.”  
15 In line 11, delete “22” and insert “28”.  
16 In line 17, delete “by a purchaser”.  
17 In line 18, after “days” insert “by a purchaser”.  
18 In line 37, delete “23” and insert “29”.  
19 On page 15, after line 11, insert:  
20 “**SECTION 29a.** ORS 90.155 is amended to read:  
21 “90.155. (1) Except as provided in ORS 90.300, 90.425 and 90.675, where this chapter requires  
22 written notice, service or delivery of that written notice shall be executed by one or more of the  
23 following methods:  
24 “(a) Personal delivery to the landlord or tenant;  
25 “(b) First class mail to the landlord or tenant; or  
26 “(c) If a written rental agreement so provides, both first class mail and attachment to a desig-  
27 nated location. In order for a written rental agreement to provide for mail and attachment service  
28 of written notices from the landlord to the tenant, the agreement must also provide for such service  
29 of written notices from the tenant to the landlord. Mail and attachment service of written notices  
30 shall be executed as follows:  
31 “(A) For written notices from the landlord to the tenant, the first class mail notice copy shall  
32 be addressed to the tenant at the premises and the second notice copy shall be attached in a secure  
33 manner to the main entrance to that portion of the premises of which the tenant has possession; and  
34 “(B) For written notices from the tenant to the landlord, the first class mail notice copy shall  
35 be addressed to the landlord at an address as designated in the written rental agreement and the  
36 second notice copy shall be attached in a secure manner to the landlord’s designated location, which  
37 shall be described with particularity in the written rental agreement, reasonably located in relation  
38 to the tenant and available at all hours.  
39 “(2) If a notice is served by mail, the minimum period for compliance or termination of tenancy,  
40 as appropriate, shall be extended by three days, and the notice shall include the extension in the  
41 period provided.  
42 “(3) A landlord or tenant may utilize alternative methods of notifying the other so long as the  
43 alternative method is in addition to one of the service methods described in subsection (1) of this  
44 section.  
45 “**(4) Notwithstanding ORS 90.510 (4), after 30 days’ written notice, a landlord may**

1 **unilaterally amend a rental agreement for a manufactured dwelling or floating home that is**  
2 **subject to ORS 90.505 to 90.840 to provide for service or delivery of written notices by mail**  
3 **and attachment service as provided by subsection (1)(c) of this section.”.**

4 In line 12, delete “24” and insert “30”.

5 In line 32, delete “25” and insert “31”.

6 On page 17, line 5, delete “26” and insert “32”.

7 In line 23, after “unlawful” insert “, but not unsafe,”.

8 In line 25, delete “the tenant must vacate the unit and a” and insert “although the unit is safe  
9 for an existing tenant to occupy, another”.

10 On page 18, line 10, after “secure” insert “the execution of”.

11 In line 28, after “secure” insert “the”.

12 In line 29, after “the” insert “applicant under this section or to the”.

13 On page 19, line 12, delete “27” and insert “33”.

14 On page 22, after line 4, insert:

15 **“SECTION 34.** ORS 90.415 is amended to read:

16 **“90.415. (1) Except as otherwise provided in this section, a landlord waives the right to termi-**  
17 **nate a rental agreement for a particular breach if the landlord:**

18 **“(a) During two or more separate rental periods, accepts rent with knowledge of the default by**  
19 **the tenant; or**

20 **“(b) Accepts performance by a tenant that varies from the terms of the rental agreement.**

21 **“(2) For purposes of subsection (1)(a) of this section, a landlord has not accepted rent if within**  
22 **six days after receipt of the rent payment, the landlord refunds the rent.**

23 **“(3) A landlord does not waive the right to terminate as described in subsection (1)(a) of this**  
24 **section if the termination is pursuant to ORS 90.400 (3).**

25 **“(4) A landlord does not waive the right to terminate as described in subsection (1) of this sec-**  
26 **tion if the landlord and tenant agree otherwise after the breach has occurred.**

27 **“(5) If a tenancy consists of rented space for a manufactured dwelling or floating home**  
28 **as described in ORS 90.505, a landlord does not waive the right to terminate as described in**  
29 **subsection (1) of this section if:**

30 **“(a) The breach or default at issue concerns:**

31 **“(A) Disrepair or deterioration of the manufactured dwelling or floating home pursuant**  
32 **to ORS 90.632; or**

33 **“(B) A failure to maintain the space, as provided by ORS 90.740 (2), (4)(b) and (4)(h); or**

34 **“(b) The breach or default at issue concerns the tenant’s conduct and, following the**  
35 **breach or default, but prior to acceptance of rent or performance as described in subsection**  
36 **(1) of this section, the landlord gives written notice to the tenant regarding the breach or**  
37 **default that:**

38 **“(A) Describes specifically the conduct that constitutes the breach or default, either as**  
39 **a separate and distinct breach or default, a series or group of breaches or defaults or a**  
40 **continuous or ongoing breach or default;**

41 **“(B) States that the tenant is required to discontinue the conduct or correct the breach**  
42 **or default; and**

43 **“(C) States that a reoccurrence of the conduct that constitutes a breach or default may**  
44 **result in a termination of the tenancy pursuant to ORS 90.630. For a continuous or ongoing**  
45 **breach or default, the landlord’s notice remains effective for 12 months.**



1        “[5] **(6)** Prior to giving a nonpayment of rent termination notice pursuant to ORS 90.400 (2), a  
2 landlord who accepts partial rent for a rental period does not waive the right to terminate for  
3 nonpayment if:

4        “(a) The landlord accepted the partial rent before the landlord gave any notice of intent to  
5 terminate under ORS 90.400 (2) based on the tenant’s agreement to pay the balance by a time cer-  
6 tain; and

7        “(b) The tenant does not pay the balance of the rent as agreed.

8        “[6] **(7)** A landlord who accepts partial rent under subsection [5] **(6)** of this section may pro-  
9 ceed to serve a notice under ORS 90.400 (2) to terminate the tenancy if the balance of the rent is  
10 not paid, provided:

11        “(a) The notice is served no earlier than it would have been permitted under ORS 90.400 (2) had  
12 no rent been accepted; and

13        “(b) The notice permits the tenant to avoid termination of the tenancy for nonpayment of rent  
14 by paying the balance within 72 hours or 144 hours, as the case may be, or by any date to which  
15 the parties agreed, whichever is later.

16        “[7] **(8)** After giving a nonpayment of rent termination notice pursuant to ORS 90.400 (2), a  
17 landlord who accepts partial rent for a rental period does not waive the right to terminate for  
18 nonpayment if the landlord and tenant agree in writing that the acceptance does not constitute  
19 waiver.

20        “[8] **(9)** A written agreement under subsection [7] **(8)** of this section may provide that the  
21 landlord may proceed to terminate the rental agreement and take possession in the manner provided  
22 by ORS 105.105 to 105.168 without serving a new notice under ORS 90.400 (2) in the event the tenant  
23 fails to pay the balance of the rent by a time certain.

24        “[9] **(10)** A landlord’s acceptance of partial rent for a rental period does not waive the right  
25 to terminate the rental agreement if the entire amount of the partial payment was from funds paid  
26 under the United States Housing Act of 1937 (42 U.S.C. 1437f) or any state low income rental  
27 housing fund administered by the Housing and Community Services Department.

28        “[10] **(11)** A landlord who accepts rent after the giving of a notice of termination by the land-  
29 lord or the tenant, other than a nonpayment of rent notice, does not waive the right to terminate  
30 on that notice if:

31        “(a) The landlord accepts rent prorated to the termination date specified in the notice; or

32        “(b) Within six days after receipt of the rent payment, the landlord refunds at least the unused  
33 balance of the rent prorated for the period beyond the termination date.

34        “[11] **(12)** A landlord who has served a notice of termination for cause under ORS 90.400 (1),  
35 90.630 or 90.632 does not waive the right to terminate on that notice by accepting rent for the rental  
36 period and beyond the period covered by the notice if within six days after the end of the remedy  
37 or correction period described in the applicable statute, the landlord refunds the rent for the period  
38 beyond the termination date.

39        “[12] **(13)** A landlord who has served a notice of termination for cause under ORS 90.400 (1),  
40 90.630 or 90.632 and who has commenced proceedings under ORS 105.105 to 105.168 to recover pos-  
41 session of the premises does not waive the right to terminate on that notice:

42        “(a) By accepting rent for any period beyond the expiration of the notice during which the  
43 tenant remains in possession provided:

44        “(A) The landlord notifies the tenant in writing, in or after the service of the notice of termi-  
45 nation for cause, that acceptance of rent while a termination action is pending will not waive the

1 right to terminate on that notice; and

2 “(B) The rent does not cover a period extending beyond the date of its acceptance.

3 “(b) By serving a notice of nonpayment of rent under ORS 90.400 (2).

4 “[13] (14) A landlord and tenant may by written agreement provide that monthly rent shall be  
5 paid in regular installments of less than a month pursuant to a schedule specified in the agreement.  
6 Those installment rent payments [shall] **are** not [be considered to be] partial rent, as that term is  
7 used in this section.

8 “[14] (15) Unless otherwise agreed, a landlord does not waive the right to terminate as de-  
9 scribed in subsection (1) of this section by accepting:

10 “(a) A last month’s rent deposit collected at the beginning of the tenancy, even if the deposit  
11 covers a period beyond a termination date; or

12 “(b) Rent distributed pursuant to a court order releasing money paid into court as provided by  
13 ORS 90.370 (1).

14 “[15] (16) When a landlord must refund rent under this section, the refund shall be made to the  
15 tenant or other payer by personal delivery or first class mail and may be in the form of the tenant’s  
16 or other payer’s check or any other form of check or money.

17 “**SECTION 35.** ORS 90.425 is amended to read:

18 “90.425. (1) As used in this section:

19 “(a) ‘Current market value’ means the amount in cash, as determined by the county assessor,  
20 that could reasonably be expected to be paid for a manufactured dwelling or floating home by an  
21 informed buyer to an informed seller, each acting without compulsion in an arm’s length transaction  
22 occurring on the assessment date for the tax year or on the date of a subsequent reappraisal by the  
23 county assessor.

24 “(b) ‘Dispose of the personal property’ means that, if reasonably appropriate, the landlord may  
25 throw away the property or may give it without consideration to a nonprofit organization or to a  
26 person unrelated to the landlord. The landlord may not retain the property for personal use or  
27 benefit.

28 “(c) ‘Goods’ includes those goods left inside a recreational vehicle, manufactured dwelling or  
29 floating home or left upon the rental space outside a recreational vehicle, manufactured dwelling  
30 or floating home, whether the recreational vehicle, dwelling or home is located inside or outside of  
31 a facility.

32 “(d) ‘Lienholder’ means any lienholder of an abandoned recreational vehicle, manufactured  
33 dwelling or floating home, if the lien is of record or the lienholder is actually known to the landlord.

34 “(e) ‘Of record’ means:

35 “(A) **For a manufactured dwelling or recreational vehicle, that a security interest has**  
36 **been properly recorded with the Department of Transportation pursuant to ORS 802.200**  
37 **(1)(a)(A) and 803.097 for a dwelling or vehicle registered and titled by the department pursu-**  
38 **ant to ORS 820.500.**

39 “(B) **For a floating home, that a security interest has been properly recorded with the**  
40 **State Marine Board pursuant to ORS 830.740 to 830.755 for a home registered and titled with**  
41 **the board pursuant to ORS 830.715.**

42 “[e] (f) ‘Owner’ means any owner of an abandoned recreational vehicle, manufactured dwelling  
43 or floating home, if different from the tenant and either of record or actually known to the landlord.

44 “[f] (g) ‘Personal property’ means goods, vehicles and recreational vehicles and includes man-  
45 ufactured dwellings and floating homes not located in a facility. ‘Personal property’ does not include

1 manufactured dwellings and floating homes located in a facility and therefore subject to being  
2 stored, sold or disposed of as provided under ORS 90.675.

3 “(2) A landlord [*shall*] **may** not store, sell or dispose of abandoned personal property except as  
4 provided by this section. This section governs the rights and obligations of landlords, tenants and  
5 any lienholders or owners in any personal property abandoned or left upon the premises by the  
6 tenant or any lienholder or owner in the following circumstances:

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

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

13 “(c) The landlord elects to remove the personal property pursuant to ORS 105.165.

14 “(3) Prior to selling or disposing of the tenant’s personal property under this section, the land-  
15 lord must give a written notice to the tenant [*which*] **that** shall be:

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

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

18 “(A) The premises;

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

20 “(C) The most recent forwarding address if provided by the tenant or actually known to the  
21 landlord.

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

25 “(A) Any lienholder of the recreational vehicle, manufactured dwelling or floating home;

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

27 “(C) The tax collector of the county where the manufactured dwelling or floating home is lo-  
28 cated; and

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

30 “(b) The landlord shall give the notice copy required by this subsection by personal delivery or  
31 first class mail, except that for any lienholder, mail service shall be **both** by first class mail [*with*  
32 *certificate of mailing*] **and by certified mail with return receipt requested.**

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

35 “(A) **Actually known to the landlord;**

36 “(B) **Of record; and**

37 “(C) **Provided to the landlord by the lienholder in a written notice that identifies the**  
38 **personal property subject to the lien and that was sent to the landlord by certified mail with**  
39 **return receipt requested within the preceding five years. The notice must identify the per-**  
40 **sonal property by describing the physical address of the property.**

41 “(5) The notice required under subsection (3) of this section shall state that:

42 “(a) The personal property left upon the premises is considered abandoned;

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

1           “(c) The personal property is stored at a place of safekeeping, except that if the property in-  
2 cludes a manufactured dwelling or floating home, the dwelling or home shall be stored on the rented  
3 space;

4           “(d) The tenant or any lienholder or owner, except as provided by subsection (17) of this section,  
5 may arrange for removal of the personal property by contacting the landlord at a described tele-  
6 phone number or address on or before the specified date;

7           “(e) The landlord shall make the personal property available for removal by the tenant or any  
8 lienholder or owner, except as provided by subsection (17) of this section, by appointment at rea-  
9 sonable times;

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

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

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

24          “(i) If the personal property includes a recreational vehicle, manufactured dwelling or floating  
25 home and if applicable, there is a lienholder or owner that has a right to claim the recreational  
26 vehicle, dwelling or home, except as provided by subsection (17) of this section.

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

30           “(a) For abandoned recreational vehicles, manufactured dwellings or floating homes, not less  
31 than 45 days after personal delivery or [*first class*] mailing of the notice; or

32           “(b) For all other abandoned personal property, not less than five days after personal delivery  
33 or eight days after [*first class*] mailing of the notice.

34          “(7) After notifying the tenant as required by subsection (3) of this section, the landlord:

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

37           “(b) Shall store all other abandoned personal property of the tenant, including goods left inside  
38 a recreational vehicle, manufactured dwelling or floating home or left upon the rented space outside  
39 a recreational vehicle, dwelling or home, in a place of safekeeping and shall exercise reasonable  
40 care for the personal property, except that the landlord may:

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

42           “(B) Allow an animal control agency to remove any abandoned pets or livestock. If an animal  
43 control agency will not remove the abandoned pets or livestock, the landlord shall exercise reason-  
44 able care for the animals given all the circumstances, including the type and condition of the ani-  
45 mals, and may give the animals to an agency that is willing and able to care for the animals, such

1 as a humane society or similar organization;

2 “(c) Except for manufactured dwellings and floating homes, may store the abandoned personal  
3 property at the dwelling unit, move and store it elsewhere on the premises or move and store it at  
4 a commercial storage company or other place of safekeeping; and

5 “(d) [*Shall be*] **Is** entitled to reasonable or actual storage charges and costs incidental to storage  
6 or disposal, including any cost of removal to a place of storage. In the case of an abandoned man-  
7 ufactured dwelling or floating home, the storage charge shall be no greater than the monthly space  
8 rent last payable by the tenant.

9 “(8) If a tenant, lienholder or owner, upon the receipt of the notice provided by subsection (3)  
10 or (4) of this section or otherwise, responds by actual notice to the landlord on or before the spec-  
11 ified date in the landlord’s notice that the tenant, lienholder or owner intends to remove the per-  
12 sonal property from the premises or from the place of safekeeping, the landlord must make that  
13 personal property available for removal by the tenant, lienholder or owner by appointment at rea-  
14 sonable times during the next 15 days or, in the case of a recreational vehicle, manufactured  
15 dwelling or floating home, 30 days, subject to subsection (17) of this section. If the personal property  
16 is considered to be abandoned pursuant to subsection (2)(a) or (b) of this section, but not pursuant  
17 to subsection (2)(c) of this section, the landlord may require payment of removal and storage  
18 charges, as provided in subsection (7)(d) of this section, prior to allowing the tenant, lienholder or  
19 owner to remove the personal property. Acceptance by a landlord of such payment [*shall*] **does** not  
20 operate to create or reinstate a tenancy or create a waiver pursuant to ORS 90.415.

21 “(9) Except as provided in subsections (17) to (19) of this section, if the tenant, lienholder or  
22 owner of a recreational vehicle, manufactured dwelling or floating home does not respond within the  
23 time provided by the landlord’s notice, or the tenant, lienholder or owner does not remove the per-  
24 sonal property within the time required by subsection (8) of this section or by any date agreed to  
25 with the landlord, whichever is later, the tenant’s, lienholder’s or owner’s personal property [*shall*  
26 *be*] **is** conclusively presumed to be abandoned. The tenant and any lienholder or owner that have  
27 been given notice pursuant to subsection (3) or (4) of this section shall, except with regard to the  
28 distribution of sale proceeds pursuant to subsection (12) of this section, have no further right, title  
29 or interest to the personal property and may not claim or sell the property.

30 “(10) If the personal property is presumed to be abandoned under subsection (9) of this section,  
31 the landlord then may:

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

34 “(A) The landlord may seek to transfer the certificate of title and registration to the personal  
35 property by complying with the requirements of the appropriate state agency; and

36 “(B) The landlord shall:

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

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

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

41 “(III) The address and any space number where the recreational vehicle, manufactured dwelling  
42 or floating home is located, and if actually known to the landlord, the plate, registration or other  
43 identification number as noted on the certificate of title;

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

45 “(V) Whether the landlord is accepting sealed bids and, if so, the last date on which bids will

1 be accepted; and

2 “(VI) The name and telephone number of the person to contact to inspect the recreational ve-

3 hicle, manufactured dwelling or floating home;

4 “(ii) At a reasonable time prior to the sale, give a copy of the notice required by sub-

5 subparagraph (i) of this subparagraph to the tenant and to any lienholder and owner, by personal

6 delivery or first class mail, except that for any lienholder, mail service shall be by first class mail

7 with certificate of mailing;

8 “(iii) Obtain an affidavit of publication from the newspaper to show that the notice required

9 under sub-subparagraph (i) of this subparagraph ran in the newspaper at least one day in each of

10 two consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted;

11 and

12 “(iv) Obtain written proof from the county that all property taxes on the manufactured dwelling

13 or floating home have been paid or, if not paid, that the county has authorized the sale, with the

14 sale proceeds to be distributed pursuant to subsection (12) of this section;

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

16 “(A) For a manufactured dwelling or floating home, the current market value of the property is

17 \$3,500 or less as determined by the county assessor; or

18 “(B) For all other personal property, the reasonable current fair market value is \$500 or less

19 or so low that the cost of storage and conducting a public sale probably exceeds the amount that

20 would be realized from the sale; or

21 “(c) Consistent with paragraphs (a) and (b) of this subsection, sell certain items and destroy or

22 otherwise dispose of the remaining personal property.

23 “(11)(a) A public or private sale authorized by this section shall:

24 “(A) For a recreational vehicle, manufactured dwelling or floating home, be conducted consist-

25 ent with the terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including

26 the method, manner, time, place and terms must be commercially reasonable; or

27 “(B) For all other personal property, be conducted under the provisions of ORS 79.5040 (3).

28 “(b) If there is no buyer at a sale of a manufactured dwelling or floating home, the personal

29 property [shall be] is considered to be worth \$3,500 or less, regardless of current market value, and

30 the landlord may destroy or otherwise dispose of the personal property.

31 “(12)(a) The landlord may deduct from the proceeds of the sale:

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

33 “(B) Unpaid rent.

34 “(b) If the sale was of a manufactured dwelling or floating home, after deducting the amounts

35 listed in paragraph (a) of this subsection, the landlord shall remit the remaining proceeds, if any, to

36 the county tax collector to the extent of any unpaid property taxes owed on the dwelling or home.

37 “(c) If the sale was of a recreational vehicle, manufactured dwelling or floating home, after de-

38 ducting the amounts listed in paragraphs (a) and (b) of this subsection, if applicable, the landlord

39 shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid balance

40 owed on the lien on the recreational vehicle, dwelling or home.

41 “(d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if ap-

42 plicable, the landlord shall remit to the tenant or owner the remaining proceeds, if any, together

43 with an itemized accounting.

44 “(e) If the tenant or owner cannot after due diligence be found, the remaining proceeds shall

45 be deposited with the county treasurer of the county in which the sale occurred, and if not claimed

1 within three years shall revert to the general fund of the county available for general purposes.

2 “(13) The county tax collector shall cancel all unpaid property taxes owed on a manufactured  
3 dwelling or floating home, as provided under ORS 311.790, if:

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

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

8 “(c) The proceeds of a sale described under subsection (11) of this section are insufficient to  
9 satisfy the unpaid property taxes owed on the dwelling or home after distribution of the proceeds  
10 pursuant to subsection (12) of this section.

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

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

19 “(16) If a landlord does not comply with this section:

20 “(a) The tenant [*shall be*] **is** relieved of any liability for damage to the premises caused by con-  
21 duct that was not deliberate, intentional or grossly negligent and for unpaid rent and may recover  
22 from the landlord up to twice the actual damages sustained by the tenant;

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

26 “(c) A county tax collector aggrieved by the noncompliance may recover from the landlord the  
27 actual damages sustained by the tax collector, if the noncompliance is part of an effort by the  
28 landlord to defraud the tax collector. ORS 90.255 does not authorize an award of attorney fees to  
29 the prevailing party in any action arising under this paragraph.

30 “(17) In the case of an abandoned recreational vehicle, manufactured dwelling or floating home,  
31 the provisions of this section regarding the rights and responsibilities of a tenant to the abandoned  
32 vehicle, dwelling or home shall also apply to any lienholder except that the lienholder [*shall*] **may**  
33 not sell or remove the vehicle, dwelling or home unless:

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

36 “(b) The tenant **or a personal representative or designated person described in subsection**  
37 **(19) of this section** has waived [*the tenant’s*] **all** rights under this section pursuant to subsection  
38 [*(25)*] **(23)** of this section; or

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

41 “(18)**(a)** In the case of an abandoned manufactured dwelling or floating home but not including  
42 a dwelling or home abandoned following a termination pursuant to ORS 90.429 and except as pro-  
43 vided by subsection [*(21)(d)*] **(19)(d)** and (e) of this section, if a lienholder makes a timely response  
44 to a notice of abandoned personal property **pursuant to subsections (6) and (8) of this section**  
45 and so requests, a landlord shall enter into a written **storage** agreement with the lienholder pro-

1 viding that the dwelling or home [shall] **may** not be sold or disposed of by the landlord for up to  
2 12 months[, so long as the lienholder makes timely periodic payment of all future storage charges as  
3 provided by subsection (7)(d) of this section and maintains the dwelling or home and the rented space  
4 on which it is stored]. **A storage agreement entitles the lienholder to store the personal prop-**  
5 **erty on the previously rented space during the term of the agreement, but does not entitle**  
6 **anyone to occupy the personal property.**

7 “(b) The lienholder’s right to [such an] **a storage** agreement [shall arise] **arises** upon the failure  
8 of the tenant, owner or, in the case of a deceased tenant, the personal representative, designated  
9 person, heir or devisee to remove or sell the dwelling or home within the allotted time.

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

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

22 “(A) **The lienholder make timely periodic payment of all storage charges, as described in**  
23 **subsection (7)(d) of this section, accruing from the commencement of the 45-day period de-**  
24 **scribed in subsection (6) of this section. A storage charge may include a utility or service**  
25 **charge, as described in ORS 90.510 (8), if limited to charges for electricity, water, sewer**  
26 **service and natural gas and if incidental to the storage of personal property. A storage**  
27 **charge may not be due more frequently than monthly;**

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

31 “(C) **The lienholder maintain the personal property and the space on which the personal**  
32 **property is stored in a manner consistent with the rights and obligations described in the**  
33 **rental agreement between the landlord and the tenant.**

34 “[19] (e) During the term of an agreement described under **this** subsection [(18) of this  
35 section], the lienholder shall have the right to remove or sell the property, subject to the provisions  
36 of its lien. Selling the property includes a sale to a purchaser who wishes to leave the dwelling or  
37 home on the rented space and become a tenant, subject to any conditions previously agreed to by  
38 the landlord and tenant regarding the landlord’s approval of a purchaser or, if there was no such  
39 agreement, any reasonable conditions by the landlord regarding approval of any purchaser who  
40 wishes to leave the dwelling or home on the rented space and become a tenant. The landlord also  
41 may condition approval for occupancy of any purchaser of the property upon payment of all **unpaid**  
42 storage charges and maintenance costs.

43 “(f)(A) If the lienholder violates the **storage** agreement, the landlord may terminate [it upon]  
44 **the agreement by giving at least 90 days’ written notice to the lienholder** stating facts sufficient  
45 to notify the lienholder of the reason for the termination. Unless the lienholder corrects the vio-



1 lation within the notice period, the agreement [*shall terminate*] **terminates** as provided and the  
2 landlord may sell or dispose of the dwelling or home without further notice to the lienholder.

3 “(B) After a landlord gives a termination notice pursuant to subparagraph (A) of this  
4 paragraph for failure of the lienholder to pay a storage charge and the lienholder corrects  
5 the violation, if the lienholder again violates the storage agreement by failing to pay a sub-  
6 sequent storage charge, the landlord may terminate the agreement by giving at least 30 days’  
7 written notice to the lienholder stating facts sufficient to notify the lienholder of the reason  
8 for termination. Unless the lienholder corrects the violation within the notice period, the  
9 agreement terminates as provided and the landlord may sell or dispose of the property  
10 without further notice to the lienholder.

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

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

19 “[~~(21)~~] (19) If the personal property consists of an abandoned manufactured dwelling or floating  
20 home and is considered abandoned as a result of the death of a tenant who was the only tenant and  
21 who owned the dwelling or home, [*the provisions of subsections (1) to (20), (23), (24) and (26) of*] this  
22 section [*shall apply*] **applies**, except as follows:

23 “(a) [*The provisions of this section regarding the rights and responsibilities of a tenant to the*  
24 *abandoned dwelling or home shall apply to*] Any personal representative named in a will or appointed  
25 by a court to act for the deceased tenant or any person designated in writing by the tenant to be  
26 contacted by the landlord in the event of the tenant’s death **has the same rights and responsi-**  
27 **bilities regarding the abandoned dwelling or home as a tenant.**

28 “(b) The notice required by subsection (3) of this section shall be:

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

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

32 “(c) The notice described in subsection (5) of this section shall refer to any personal represen-  
33 tative or designated person, instead of the deceased tenant, and shall incorporate the provisions of  
34 this subsection.

35 “(d) If a personal representative, designated person or other person entitled to possession of the  
36 property, such as an heir or devisee, responds by actual notice to a landlord within the 45-day period  
37 provided by subsection (6) of this section and so requests, the landlord shall enter into a written  
38 **storage** agreement with the representative or person providing that the dwelling or home [*shall*]  
39 **may** not be sold or disposed of by the landlord for up to 90 days or until conclusion of any probate  
40 proceedings, whichever is later[, *so long as the representative or person makes timely periodic payment*  
41 *of all future storage charges as provided by subsection (7)(d) of this section and maintains the dwelling*  
42 *or home and the rented space on which it is stored*]. **A storage agreement entitles the represen-**  
43 **tative or person to store the personal property on the previously rented space during the**  
44 **term of the agreement, but does not entitle anyone to occupy the personal property.** If such  
45 an agreement is entered, the landlord [*shall*] **may** not enter a similar agreement with a lienholder

1 pursuant to subsection (18) of this section until the agreement with the personal representative or  
2 designated person ends.

3 **“(e) If a personal representative or other person requests that a landlord enter into a  
4 storage agreement, subsections (18)(c), (d) and (f)(C) of this section apply, with the repre-  
5 sentative or person having the rights and responsibilities of a lienholder with regard to the  
6 storage agreement.**

7 “[*e*] **(f)** During the term of an agreement described under paragraph (d) of this subsection, the  
8 representative or person shall have the right to remove or sell the dwelling or home, including a  
9 sale to a purchaser or a transfer to an heir or devisee where the purchaser, heir or devisee wishes  
10 to leave the dwelling or home on the rented space and become a tenant, subject to any conditions  
11 previously agreed to by the landlord and tenant regarding the landlord’s approval for occupancy of  
12 a purchaser, heir or devisee or, if there was no such agreement, any reasonable conditions by the  
13 landlord regarding approval for occupancy of any purchaser, heir or devisee who wishes to leave the  
14 dwelling or home on the rented space and become a tenant. The landlord also may condition ap-  
15 proval for occupancy of any purchaser, heir or devisee of the dwelling or home upon payment of all  
16 **unpaid** storage charges and maintenance costs.

17 **“(g)** If the representative or person violates the **storage** agreement, the landlord may terminate  
18 [*it upon*] **the agreement by giving at least 30 days’ written notice to the representative or per-  
19 son** stating facts sufficient to notify the representative or person of the reason for the termination.  
20 Unless the representative or person corrects the violation within the notice period, the agreement  
21 [*shall terminate*] **terminates** as provided and the landlord may sell or dispose of the dwelling or  
22 home without further notice to the representative or person.

23 “[*22*] **(h)** **Upon the failure of a representative or person to enter into a storage agree-  
24 ment as provided by this subsection or upon termination of an agreement [*described under sub-  
25 section (21)(d) of this section*], unless the parties otherwise agree or the representative or person has  
26 sold or removed the manufactured dwelling or floating home, the landlord may sell or dispose of the  
27 property pursuant to this section without further notice to the representative or person.**

28 **“(20) If a governmental agency determines that the condition of a manufactured dwelling,  
29 floating home or recreational vehicle abandoned under this section constitutes an extreme  
30 health or safety hazard under state or local law and the agency determines that the hazard  
31 endangers others in the facility and requires quick removal of the property, the landlord may  
32 sell or dispose of the property pursuant to this subsection. The landlord shall comply with  
33 all provisions of this section, except as follows:**

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

38 **“(b) The date provided in subsections (8) and (9) of this section by which a tenant,  
39 lienholder, owner, personal representative or designated person must remove the property  
40 shall be not less than seven days after the tenant, lienholder, owner, personal representative  
41 or designated person contacts the landlord.**

42 **“(c) The notice required by subsection (3) of this section shall be as provided in sub-  
43 section (5) of this section, except that:**

44 **“(A) The dates and deadlines in the notice for contacting the landlord and removing the  
45 property shall be consistent with this subsection;**

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

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

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

8       **“(e) A landlord is not required to enter into a storage agreement with a lienholder,**  
9 **owner, personal representative or designated person pursuant to subsection (18) of this sec-**  
10 **tion.**

11       **“[(23)] (21)** In the case of an abandoned recreational vehicle, manufactured dwelling or floating  
12 home that is owned by someone other than the tenant, the provisions of this section regarding the  
13 rights and responsibilities of a tenant to the abandoned vehicle, dwelling or home shall also apply  
14 to that owner, with regard only to the vehicle, dwelling or home, and not to any goods left inside  
15 or outside the vehicle, dwelling or home.

16       **“[(24)] (22)** In the case of an abandoned motor vehicle, the procedure authorized by ORS 98.830  
17 and 98.835 for removal of abandoned motor vehicles from private property may be used by a landlord  
18 as an alternative to the procedures required in this section.

19       **“[(25)] (23)(a)** *[Except for personal property that is subject to subsection (21) of this section,]* A  
20 landlord may sell or dispose of a tenant’s abandoned personal property without complying with the  
21 provisions of this section if, after termination of the tenancy or no more than seven days prior to  
22 the termination of the tenancy, the *[landlord and the tenant and, in the case of a recreational vehicle,*  
23 *manufactured dwelling or floating home, any lienholder and owner]* **following parties** so agree in a  
24 writing entered into in good faith[.]:

25       **“(A) The landlord;**

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

30       **“(C) In the case of a manufactured dwelling, floating home or recreational vehicle, any**  
31 **owner and any lienholder.**

32       **“(b) A landlord [shall] may not, as part of a rental agreement, require a tenant, a personal**  
33 **representative, a designated person** or any lienholder or owner to waive any right provided by  
34 this section.

35       **“[(26)] (24)** Until personal property is conclusively presumed to be abandoned under subsection  
36 (9) of this section, a landlord *[shall]* **does** not have a lien pursuant to ORS 87.152 for storing the  
37 personal property.

38       **“SECTION 35a.** ORS 90.510 is amended to read:

39       **“90.510. (1)** *[Effective July 1, 1992,]* Every landlord who rents a space for a manufactured dwell-  
40 ing or floating home shall provide a written statement of policy to prospective and existing tenants.  
41 The purpose of the statement of policy is to provide disclosure of the landlord’s policies to pro-  
42 spective tenants and to existing tenants who have not previously received a statement of policy. The  
43 statement of policy is not a part of the rental agreement. The statement of policy shall provide **all**  
44 **of** the following information in summary form:

45       **“(a) The location and approximate size of the space to be rented.[.]**

1           “(b) The federal fair-housing age classification and present zoning that affect the use of the  
2 rented space.[.]

3           “(c) The facility policy regarding rent adjustment **and a rent history for the space to be**  
4 **rented. The rent history must, at a minimum, show the rent amounts on January 1 of each**  
5 **of the five preceding calendar years or during the length of the landlord’s ownership, leasing**  
6 **or subleasing of the facility, whichever period is shorter.**[.]

7           “(d) All personal property, services and facilities to be provided by the landlord.[.]

8           “(e) All installation charges imposed by the landlord and installation fees imposed by govern-  
9 ment agencies.[.]

10          “(f) The facility policy regarding rental agreement termination including, but not limited to,  
11 closure of the facility.[.]

12          “(g) The facility policy regarding facility sale.[.]

13          “(h) The facility policy regarding informal dispute resolution.[.]

14          “(i) Utilities and services available, the person furnishing them and the person responsible for  
15 payment.[.]

16          “(j) If a tenants’ association exists for the facility, a one-page summary about the tenants’ as-  
17 sociation that shall be provided to the landlord by the tenants’ association.[; and]

18          “(k) Any facility policy regarding the removal of a manufactured dwelling, including a statement  
19 that removal requirements may impact the market value of a dwelling.

20          “(2) The rental agreement and the facility rules and regulations shall be attached as an exhibit  
21 to the statement of policy. If the recipient of the statement of policy is a tenant, the rental agree-  
22 ment attached to the statement of policy shall be a copy of the agreement entered by the landlord  
23 and tenant.

24          “(3) [*Effective July 1, 1992.*]

25          “(a) Prospective tenants shall receive a copy of the statement of policy before signing a rental  
26 agreement;

27          “(b) Existing tenants who **have not previously received a copy of the statement of policy**  
28 **and who** are on month-to-month rental agreements shall receive a copy of the statement of policy  
29 at the time [*the next*] a 90-day notice of a rent increase is issued; and

30          “(c) All other existing tenants **who have not previously received a copy of the statement**  
31 **of policy** shall receive a copy of the statement of policy upon the expiration of their [*current*] rental  
32 agreement and before signing a new agreement.

33          “(4) Every landlord who rents a space for a manufactured dwelling or floating home shall pro-  
34 vide a written rental agreement, except as provided by ORS 90.710 (2)(d), that shall be signed by the  
35 landlord and tenant and that cannot be unilaterally amended by one of the parties to the contract  
36 except by:

37           “(a) Mutual agreement of the parties;

38           “(b) Actions pursuant to ORS 90.530 or 90.600; or

39           “(c) Those provisions required by changes in statute or ordinance.

40          “(5) The agreement required by subsection (4) of this section shall specify:

41           “(a) The location and approximate size of the rented space;

42           “(b) The federal fair-housing age classification;

43           “(c) The rent per month;

44           “(d) All personal property, services and facilities to be provided by the landlord;

45           “(e) All security deposits, fees and installation charges imposed by the landlord;

1           “(f) Improvements that the tenant may or must make to the rental space, including plant mate-  
2           rials and landscaping;

3           “(g) Provisions for dealing with improvements to the rental space at the termination of the  
4           tenancy;

5           “(h) Any conditions the landlord applies in approving a purchaser of a manufactured dwelling  
6           or floating home as a tenant in the event the tenant elects to sell the home. Those conditions shall  
7           be in conformance with state and federal law and may include, but are not limited to, conditions as  
8           to pets, number of occupants and screening or admission criteria;

9           “(i) That the tenant [*shall*] **may** not sell the tenant’s manufactured dwelling or floating home to  
10           a person who intends to leave the manufactured dwelling or floating home on the rental space until  
11           the landlord has accepted the person as a tenant;

12           “(j) The term of the tenancy;

13           “(k) The process by which the rental agreement or rules and regulations may be changed, which  
14           shall identify that the rules and regulations may be changed with 60 days’ notice unless **tenants**  
15           **of at least** 51 percent of the [*tenants*] **eligible spaces** file an objection within 30 days; and

16           “(L) The process by which notices shall be given by either landlord or tenant.

17           “(6) Every landlord who rents a space for a manufactured dwelling or floating home shall pro-  
18           vide rules and regulations concerning the tenant’s use and occupancy of the premises. A violation  
19           of the rules and regulations may be cause for termination of a rental agreement. However, this  
20           subsection does not create a presumption that all rules and regulations are identical for all tenants  
21           at all times. A rule or regulation shall be enforceable against the tenant only if:

22           “(a) The rule or regulation:

23           “(A) Promotes the convenience, safety or welfare of the tenants;

24           “(B) Preserves the landlord’s property from abusive use; or

25           “(C) Makes a fair distribution of services and facilities held out for the general use of the ten-  
26           ants.

27           “(b) The rule or regulation:

28           “(A) Is reasonably related to the purpose for which it is adopted and is reasonably applied;

29           “(B) Is sufficiently explicit in its prohibition, direction or limitation of the tenant’s conduct to  
30           fairly inform the tenant of what the tenant shall or shall not do to comply; and

31           “(C) Is not for the purpose of evading the obligations of the landlord.

32           “(7)(a) A landlord who rents a space for a manufactured dwelling or floating home may adopt  
33           a rule or regulation regarding occupancy guidelines. If adopted, an occupancy guideline in a facility  
34           shall be based on reasonable factors and shall not be more restrictive than limiting occupancy to  
35           two people per bedroom.

36           “(b) As used in this subsection:

37           “(A) ‘Reasonable factors’ may include but are not limited to:

38           “(i) The size of the dwelling.

39           “(ii) The size of the rented space.

40           “(iii) Any discriminatory impact for reasons identified in ORS 659.033.

41           “(iv) Limitations placed on utility services governed by a permit for water or sewage disposal.

42           “(B) ‘Bedroom’ means a room that is intended to be used primarily for sleeping purposes and  
43           does not include bathrooms, toilet compartments, closets, halls, storage or utility space and similar  
44           areas.

45           “(8)(a) If a written rental agreement so provides, a landlord may require a tenant to pay to the

1 landlord a utility or service charge that has been billed by a utility or service provider to the  
2 landlord for utility or service provided directly to the tenant's dwelling unit or to a common area  
3 available to the tenant as part of the tenancy. A utility or service charge that shall be assessed to  
4 a tenant for a common area must be described in the written rental agreement separately and dis-  
5 tinctly from such a charge for the tenant's dwelling unit. A landlord [shall] **may** not increase the  
6 utility or service charge to the tenant by adding any costs of the landlord, such as a handling or  
7 administrative charge, other than those costs billed to the landlord by the provider for utilities or  
8 services as provided by this subsection.

9 “(b) A utility or service charge [shall not be considered to be] **is not** rent or a fee. Nonpayment  
10 of a utility or service charge shall not constitute grounds for termination of a rental agreement for  
11 nonpayment of rent pursuant to ORS 90.400 (2), but shall constitute grounds for termination of a  
12 rental agreement for cause pursuant to ORS 90.630.

13 “(c) As used in this section, ‘utility or service’ has the meaning given that term in ORS 90.315  
14 (1).

15 “(9) Intentional and deliberate failure of the landlord to comply with subsections (1) to (3) of this  
16 section [shall be] **is** cause for suit or action to remedy the violation or to recover actual damages.  
17 The prevailing party is entitled to reasonable attorney fees and court costs.

18 “(10) A receipt signed by the potential tenant or tenants for documents required to be delivered  
19 by the landlord pursuant to subsections (1) to (3) of this section [shall be] **is** a defense for the  
20 landlord in an action against the landlord for nondelivery of the documents.

21 “(11) A suit or action arising under subsection (9) of this section must be commenced within one  
22 year after the discovery or identification of the alleged violation.

23 “(12) Every landlord who publishes a directory of tenants and tenant services must include a  
24 one-page summary regarding any tenants’ association[, which shall be provided to the landlord by].  
25 The tenants’ association **shall provide the summary to the landlord.**

26 “**SECTION 35b.** ORS 90.530 is amended to read:

27 “90.530. (1) Notwithstanding a change in the rules and regulations of a manufactured dwelling  
28 or floating home facility that would prohibit pets, a tenant may keep a pet that is otherwise legally  
29 living with the tenant at the time the landlord provides notice of the proposed change to the rules  
30 and regulations of the facility. The tenant may replace a pet with a pet similar to the one living  
31 with the tenant at the time the landlord provided notice of the proposed change. New rules and  
32 regulations that regulate the activities of pets shall apply to all pets in the facility, including those  
33 pets that were living in the facility prior to the adoption of the new rules or regulations.

34 “(2) A rental agreement [commencing on or after November 1, 1997,] between a landlord renting  
35 a space for a manufactured dwelling or floating home and a [person] **tenant** renting the space [,  
36 shall] **must** comply with the following:

37 “(a) A landlord [shall] **may** not charge a one-time, monthly or other periodic amount based on  
38 the tenant's possession of a pet.

39 “(b) A landlord may provide written rules regarding control, sanitation, number, type and size  
40 of pets. The tenant shall sign a pet agreement and provide proof of liability insurance. The tenant  
41 shall make the landlord a co-insured for the purpose of receiving notice in the case of cancellation  
42 of the insurance.

43 “(c) A landlord may charge a tenant an amount for a violation of a written pet agreement or  
44 rules relating to pets not to exceed \$50 for each violation.

45 “**SECTION 36.** ORS 90.600 is amended to read:

1 “90.600. (1) [In the case of] **If a rental agreement is a month-to-month tenancy** to which ORS  
2 90.505 to 90.840 apply, the landlord may not increase the rent unless the landlord gives notice in  
3 writing to each affected tenant at least 90 days prior to the effective date of the rent increase  
4 specifying the amount of the increase, the amount of the new rent and the date on which the in-  
5 crease becomes effective.

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

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

9 “(4) Neither ORS 90.510 (1), requiring a landlord to provide a statement of policy, nor ORS  
10 90.510 (4), requiring a landlord to provide a written rental agreement, [*shall be construed to*] create  
11 a basis for tenant challenge of a rent increase, judicially or otherwise.

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

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

28 “**SECTION 36a.** ORS 90.610 is amended to read:

29 “90.610. (1) **As used in this section, ‘eligible space’ means each space in the facility as long**  
30 **as:**

31 “(a) **The space is rented to a tenant and the tenancy is subject to ORS 90.505 to 90.840;**  
32 **and**

33 “(b) **The tenant who occupies the space has not:**

34 “(A) **Previously agreed to a rental agreement that includes the proposed rule or regu-**  
35 **lation change; or**

36 “(B) **Become subject to the proposed rule or regulation change as a result of a change**  
37 **in rules or regulations previously adopted in a manner consistent with this section.**

38 “[1] (2) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to which ORS 90.505  
39 to 90.840 applies shall provide for a process establishing informal dispute resolution of disputes that  
40 may arise concerning the rental agreement for a manufactured dwelling or floating home space.

41 “[2] (3) The landlord may propose changes in rules or regulations, including changes that make  
42 a substantial modification of the landlord’s bargain with a tenant, by giving **written** notice of the  
43 proposed rule or regulation change, and unless tenants of **at least** 51 percent of the [*rented*] **eligible**  
44 spaces in the facility object in writing within 30 days of the date the notice was served, the change  
45 shall [*be*] **become** effective for all tenants **of those spaces** on a date not less than 60 days after the

1 date that the notice was served by the landlord.

2 “[3] (4) One tenant of record per [rented] **eligible** space may object to the rule or regulation  
3 change through either:

4 “(a) [An individual] **A signed and dated** written communication to the landlord; or

5 “(b) A petition format that [shall include] **is signed and dated by tenants of eligible spaces**  
6 **and that includes** a copy of the proposed rule or regulation and **a copy** of the notice.

7 “(5) **If a tenant of an eligible space signs both a written communication to the landlord**  
8 **and a petition under subsection (4) of this section, or signs more than one written commu-**  
9 **nication or petition, only the latest signature of the tenant may be counted.**

10 “[4] (6) Notwithstanding subsection [3] (4) of this section, a proxy may be used only if a  
11 tenant has a disability that prevents the tenant from objecting to the rule or regulation change in  
12 writing.

13 “[5] (7) The landlord’s notice of a proposed change in rules or regulations required by sub-  
14 section [2] (3) of this section [shall] **must be given or served as provided in ORS 90.155 and**  
15 **must** include:

16 “(a) Language of the existing rule or regulation and the language that would be added or deleted  
17 by the proposed rule or regulation change; and

18 “(b) A statement substantially in the following form, **with all blank spaces in the notice to**  
19 **be filled in by the landlord:**

20 “ \_\_\_\_\_

21 NOTICE OF PROPOSED RULE **OR** REGULATION CHANGE

22 The landlord intends to change a rule or regulation in this facility.

23 The change will go into effect unless tenants of **at least** 51 percent of the [rented] **eligible**  
24 spaces object in writing within 30 days. **Any objection must be signed and dated by a tenant of**  
25 **an eligible space.**

26 The number of [rented] **eligible** spaces as of the date of this notice is: \_\_\_\_\_. **Those eligible**  
27 **spaces are (space or street identification):**

28 \_\_\_\_\_

29 The last day for **a tenant of an eligible space to deliver a** written objection [to be delivered]  
30 to the landlord is \_\_\_\_\_ (landlord fill in date).

31 Unless tenants in **at least** 51 percent of the [rented] **eligible** spaces object, the proposed rule  
32 **or regulation** will go into effect on \_\_\_\_\_.

33 The parties may attempt to resolve disagreements regarding the proposed rule **or regulation**  
34 change by using the facility’s informal dispute resolution process.

35 “ \_\_\_\_\_

36  
37 “(8) **A good faith mistake by the landlord in completing those portions of the notice re-**  
38 **lating to the number of eligible spaces that have tenants entitled to vote or relating to space**  
39 **or street identification numbers does not invalidate the notice or the proposed rule or regu-**  
40 **lation change.**

41 “[6] (9) After the effective date of the rule or regulation change, when a tenant continues to  
42 engage in an activity affected by the new rule or regulation to which the landlord objects, the  
43 landlord may give the tenant a notice of termination of the tenancy pursuant to ORS 90.630. The  
44 notice shall include a statement that the tenant may request a resolution through the facility’s in-  
45 formal dispute resolution process by giving the landlord a written request within seven days from



1 the date the notice was served. If the tenant requests an informal dispute resolution, the landlord  
2 may not file an action for possession pursuant to ORS 105.105 to 105.168 until 30 days after the date  
3 of the tenant’s request for informal dispute resolution or the date the informal dispute resolution is  
4 complete, whichever occurs first.

5 “[~~(7)~~] **(10)** [No] An agreement under this section [*shall*] **may not** require informal dispute re-  
6 solution of disputes relating to:

7 “(a) Facility closure;

8 “(b) Facility sale; or

9 “(c) Rent, including but not limited to amount, increase and nonpayment.

10 “[~~(8)~~] **(11)** ORS 90.510 (1) to (3), requiring a landlord to provide a statement of policy, [*shall not*  
11 *be construed to*] **do not** create a basis for a tenant to demand informal dispute resolution of a rent  
12 increase.

13 “**SECTION 37.** ORS 90.620 is amended to read:

14 “90.620. (1) The tenant who rents a space for a manufactured dwelling or floating home may  
15 terminate [*the*] a rental agreement **that is a month-to-month or fixed term tenancy without**  
16 **cause** by giving to the landlord, **at any time during the tenancy**, not less than 30 days’ notice in  
17 writing prior to the date designated in the notice for **the termination of the tenancy**.

18 “[~~(2)~~] *The agreement to rent required by ORS 90.510 may provide for termination on a specified*  
19 *date not less than 30 days after the parties enter into the agreement.*]

20 “**(2) The tenant may terminate a rental agreement that is a month-to-month or fixed**  
21 **term tenancy for cause pursuant to ORS 90.315, 90.360 (1), 90.365 (2), 90.375 or 90.380.**

22 “(3) [No] A tenant [*shall*] **may not** be required to give the landlord more than 30 days’ written  
23 notice to terminate.

24 “**SECTION 38.** ORS 90.630 is amended to read:

25 “90.630. (1) Except as provided in subsection [~~(5)~~] **(4)** of this section, the landlord may terminate  
26 [*the*] a rental agreement **that is a month-to-month or fixed term tenancy** for space for a manu-  
27 factured dwelling or floating home by giving to the tenant not less than 30 days’ notice in writing  
28 before the date designated in the notice for termination if the tenant:

29 “(a) Violates a law or ordinance related to the tenant’s conduct as a tenant, including but not  
30 limited to a material noncompliance with ORS 90.740;

31 “(b) Violates a rule or rental agreement provision related to the tenant’s conduct as a tenant  
32 and imposed as a condition of occupancy, including but not limited to a material noncompliance with  
33 a rental agreement regarding a program of recovery in drug and alcohol free housing; or

34 “(c) Fails to pay a:

35 “(A) Late charge pursuant to ORS 90.260;

36 “(B) Fee pursuant to ORS 90.302; or

37 “(C) Utility or service charge pursuant to ORS 90.510 (8).

38 “[~~(2)~~] *As used in subsection (1) of this section, ‘conduct’ includes both the commission of an act and*  
39 *the failure to act.*]

40 “[~~(3)~~] **(2)** A violation making a tenant subject to termination under subsection (1) of this section  
41 includes a tenant’s failure to maintain the space as required by law, ordinance, rental agreement  
42 or rule, but does not include the physical condition of the dwelling or home. Termination of a rental  
43 agreement based upon the physical condition of a dwelling or home shall only be as provided in ORS  
44 90.632.

45 “[~~(4)~~] **(3)** The notice required by subsection (1) of this section shall state facts sufficient to notify

1 the tenant of the reasons for termination of the tenancy.

2 “[5] (4) The tenant may avoid termination of the tenancy by correcting the violation within the  
3 30-day period specified in subsection (1) of this section. However, if substantially the same act or  
4 omission which constituted a prior violation of which notice was given recurs within six months  
5 after the date of the notice, the landlord may terminate the tenancy upon at least 20 days’ written  
6 notice specifying the violation and the date of termination of the tenancy.

7 “[6] (5) The landlord of a facility may terminate *[the]* a rental agreement **that is a month-**  
8 **to-month or fixed term tenancy** for a facility space if the facility or a portion of it that includes  
9 the space is to be closed and the land or leasehold converted to a different use, which is not re-  
10 quired by the exercise of eminent domain or by order of state or local agencies, by:

11 “(a) Not less than 365 days’ notice in writing before the date designated in the notice for ter-  
12 mination; or

13 “(b) Not less than 180 days’ notice in writing before the date designated in the notice for ter-  
14 mination, if the landlord finds space acceptable to the tenant to which the tenant can move the  
15 manufactured dwelling or floating home and the landlord pays the cost of moving and set-up ex-  
16 penses or \$3,500, whichever is less.

17 “[7] (6) The landlord may:

18 “(a) Provide greater financial incentive to encourage the tenant to accept an earlier termination  
19 date than that provided in subsection [(6)] (5) of this section; or

20 “(b) Contract with the tenant for a mutually acceptable arrangement to assist the tenant’s move.

21 “[8] (7) The Housing and Community Services Department shall adopt rules to implement the  
22 provisions of subsection [(6)] (5) of this section.

23 “[9)(a) (8)(a) A landlord *[shall]* **may** not increase the rent for the purpose of offsetting the  
24 payments required under this section.

25 “(b) There shall be no increase in the rent after a notice of termination is given pursuant to this  
26 section.

27 “[10] (9) This section does not limit a landlord’s right to terminate a tenancy for nonpayment  
28 of rent pursuant to ORS 90.400 (2) or for other cause pursuant to ORS 90.380 [(3)(b)] (5)(b), 90.400  
29 (3) or (9) or 90.632 by complying with ORS 105.105 to 105.168.

30 “[11] (10) A tenancy shall terminate on the date designated in the notice and without regard  
31 to the expiration of the period for which, by the terms of the rental agreement, rents are to be paid.  
32 Unless otherwise agreed, rent is uniformly apportionable from day to day.

33 “[12] (11) Nothing in subsection [(6)] (5) of this section shall prevent a landlord from relocating  
34 a floating home to another comparable space in the same facility or another facility owned by the  
35 same owner in the same city if the landlord desires or is required to make repairs, to remodel or  
36 to modify the tenant’s original space.

37 “[13)(a) (12)(a) Notwithstanding any other provision of this section or ORS 90.400, the landlord  
38 may terminate the rental agreement for space for a manufactured dwelling or floating home because  
39 of repeated late payment of rent by giving the tenant not less than 30 days’ notice in writing before  
40 the date designated in that notice for termination and may take possession in the manner provided  
41 in ORS 105.105 to 105.168 if:

42 “(A) The tenant has not paid the monthly rent prior to the eighth day of the rental period as  
43 described in ORS 90.400 (2)(b)(A) or the fifth day of the rental period as described in ORS 90.400  
44 (2)(b)(B) in at least three of the preceding 12 months and the landlord has given the tenant a notice  
45 for nonpayment of rent pursuant to ORS 90.400 (2)(b) during each of those three instances of non-

1 payment;

2 “(B) The landlord warns the tenant of the risk of a 30-day notice for termination with no right  
3 to correct the cause, upon the occurrence of a third notice for nonpayment of rent within a 12-month  
4 period. The warning must be contained in at least two notices for nonpayment of rent that precede  
5 the third notice within a 12-month period or in separate written notices that are given concurrent  
6 with, or a reasonable time after, each of the two notices for nonpayment of rent; and

7 “(C) The 30-day notice of termination states facts sufficient to notify the tenant of the cause for  
8 termination of the tenancy and is given to the tenant concurrent with or after the third or a sub-  
9 sequent notice for nonpayment of rent.

10 “(b) Notwithstanding subsection [(3)] (2) of this section, a tenant who receives a 30-day notice  
11 of termination pursuant to this subsection shall have no right to correct the cause for the notice.

12 “(c) The landlord may give a copy of the notice required by paragraph (a) of this subsection to  
13 any lienholder of the manufactured dwelling or floating home by first class mail with certificate of  
14 mailing or by any other method allowed by ORS 90.150 (2) and (3). A landlord is not liable to a  
15 tenant for any damages incurred by the tenant as a result of the landlord giving a copy of the notice  
16 in good faith to a lienholder. A lienholder’s rights and obligations regarding an abandoned manu-  
17 factured dwelling or floating home shall be as provided under ORS 90.675.

18 “**SECTION 39.** ORS 90.632 is amended to read:

19 “90.632. (1) A landlord may terminate a month-to-month or fixed term rental agreement and re-  
20 quire the tenant to remove a manufactured dwelling or floating home from a facility, due to the  
21 physical condition of the manufactured dwelling or floating home, only by complying with this sec-  
22 tion and ORS 105.105 to 105.168. A termination shall include removal of the dwelling or home.

23 “(2) A landlord shall not require removal of a manufactured dwelling or floating home, or con-  
24 sider a dwelling or home to be in disrepair or deteriorated, because of the age, size, style or original  
25 construction material of the dwelling or home or because the dwelling or home was built prior to  
26 adoption of the National Manufactured Home Construction and Safety Standards Act of 1974 (42  
27 U.S.C. 5403), in compliance with the standards of that Act in effect at that time or in compliance  
28 with the state building code as defined in ORS 455.010.

29 “(3) Except as provided in subsection (5) of this section, if the tenant’s dwelling or home is in  
30 disrepair or is deteriorated, a landlord may terminate a rental agreement and require the removal  
31 of a dwelling or home by giving to the tenant not less than 30 days’ written notice before the date  
32 designated in the notice for termination.

33 “(4) The notice required by subsection (3) of this section shall:

34 “(a) State facts sufficient to notify the tenant of the causes or reasons for termination of the  
35 tenancy and removal of the dwelling or home;

36 “(b) State that the tenant can avoid termination and removal by correcting the cause for ter-  
37 mination and removal within the notice period;

38 “(c) Describe what is required to correct the cause for termination;

39 “(d) Describe the tenant’s right to give the landlord a written notice of correction, where to give  
40 the notice and the deadline for giving the notice in order to ensure a response by the landlord, all  
41 as provided by subsection (6) of this section; and

42 “(e) Describe the tenant’s right to have the termination and correction period extended as pro-  
43 vided by subsection (7) of this section.

44 “(5) The tenant may avoid termination of the tenancy by correcting the cause within the period  
45 specified. However, if substantially the same condition that constituted a prior cause for termination

1 of which notice was given recurs within 12 months after the date of the notice, the landlord may  
2 terminate the tenancy and require the removal of the dwelling or home upon at least 30 days'  
3 written notice specifying the violation and the date of termination of the tenancy.

4 “(6) During the termination notice or extension period, the tenant may give the landlord written  
5 notice that the tenant has corrected the cause for termination. Within a reasonable time after the  
6 tenant’s notice of correction, the landlord shall respond to the tenant in writing, stating whether the  
7 landlord agrees that the cause has been corrected. If the tenant’s notice of correction is given at  
8 least 14 days prior to the end of the termination notice or extension period, failure by the landlord  
9 to respond as required by this subsection shall be a defense to a termination based upon the land-  
10 lord’s notice for termination.

11 “(7) Except when the disrepair or deterioration creates a risk of imminent and serious harm to  
12 other dwellings, homes or persons within the facility, the 30-day period provided for the tenant to  
13 correct the cause for termination and removal shall be extended by at least:

14 “(a) An additional 60 [additional] days if:

15 “[a] (A) The necessary correction involves exterior painting, roof repair, concrete pouring or  
16 similar work and the weather prevents that work during a substantial portion of the 30-day period;  
17 or

18 “[b] (B) The nature or extent of the correction work is such that it cannot reasonably be  
19 completed within 30 days because of factors such as the amount of work necessary, the type and  
20 complexity of the work and the availability of necessary repair persons; or

21 “(b) An additional six months if the disrepair or deterioration has existed for more than  
22 the preceding 12 months with the landlord’s knowledge or acceptance as described in ORS  
23 90.415 (1).

24 “(8) In order to have the period for correction extended as provided in subsection (7) of this  
25 section, a tenant must give the landlord written notice describing the necessity for an extension in  
26 order to complete the correction work. The notice must be given a reasonable amount of time prior  
27 to the end of the notice for termination period.

28 “(9) A tenancy shall terminate on the date designated in the notice and without regard to the  
29 expiration of the period for which, by the terms of the rental agreement, rents are to be paid. Un-  
30 less otherwise agreed, rent is uniformly apportionable from day to day.

31 “(10) This section does not limit a landlord’s right to terminate a tenancy for nonpayment of  
32 rent pursuant to ORS 90.400 (2) or for other cause pursuant to ORS 90.380 (3)(b), 90.400 (3) or (9)  
33 or 90.630 by complying with ORS 105.105 to 105.168.

34 “(11) A landlord may give a copy of the notice for termination required by this section to any  
35 lienholder of the dwelling or home, by first class mail with certificate of mailing or by any other  
36 method allowed by ORS 90.150 (2) and (3). A landlord is not liable to a tenant for any damages in-  
37 curred by the tenant as a result of the landlord giving a copy of the notice in good faith to a  
38 lienholder.

39 “(12) When a tenant has been given a notice for termination pursuant to this section and has  
40 subsequently abandoned the dwelling or home as described in ORS 90.675 (2), any lienholder shall  
41 have the same rights as provided by ORS 90.675, including the right to correct the cause of the  
42 notice, within the 90-day period provided by ORS 90.675 (18) [and (19)] notwithstanding the expira-  
43 tion of the notice period provided by this section for the tenant to correct the cause.

44 “**SECTION 40.** ORS 90.675 is amended to read:

45 “90.675. (1) As used in this section:

1           “(a) ‘Current market value’ means the amount in cash, as determined by the county assessor,  
2 that could reasonably be expected to be paid for personal property by an informed buyer to an in-  
3 formed seller, each acting without compulsion in an arms-length transaction occurring on the as-  
4 sessment date for the tax year or on the date of a subsequent reappraisal by the county assessor.

5           “(b) ‘Dispose of the personal property’ means that, if reasonably appropriate, the landlord may  
6 throw away the property or may give it without consideration to a nonprofit organization or to a  
7 person unrelated to the landlord. The landlord may not retain the property for personal use or  
8 benefit.

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

11           “(d) ‘Of record’ means:

12           “(A) For a manufactured dwelling, that a security interest has been properly recorded  
13 with the Department of Transportation pursuant to ORS 802.200 (1)(a)(A) and 803.097 for a  
14 dwelling registered and titled by the department pursuant to ORS 820.500.

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

18           “[(d)] (e) ‘Personal property’ means only a manufactured dwelling or floating home located in a  
19 facility and subject to ORS 90.505 to 90.840. ‘Personal property’ does not include goods left inside  
20 a manufactured dwelling or floating home or left upon a rented space and subject to disposition  
21 under ORS 90.425.

22           “(2) A landlord [shall] may not store, sell or dispose of abandoned personal property except as  
23 provided by this section. This section governs the rights and obligations of landlords, tenants and  
24 any lienholders in any personal property abandoned or left upon the premises by the tenant or any  
25 lienholder in the following circumstances:

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

30           “(b) The tenant has been absent from the premises continuously for seven days after termination  
31 of a tenancy by a court order that has not been executed; or

32           “(c) The landlord elects to remove the personal property pursuant to ORS 105.165.

33           “(3) Prior to selling or disposing of the tenant’s personal property under this section, the land-  
34 lord must give a written notice to the tenant [which] that shall be:

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

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

37           “(A) The premises;

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

39           “(C) The most recent forwarding address if provided by the tenant or actually known to the  
40 landlord.

41           “(4)(a) A landlord shall also give a copy of the notice described in subsection (3) of this section  
42 to:

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

44           “(B) The tax collector of the county where the personal property is located; and

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

1           “(b) The landlord shall give the notice copy required by this subsection by personal delivery or  
2 first class mail, except that for any lienholder, mail service shall be **both** by first class mail [*with*  
3 *certificate of mailing*] **and by certified mail with return receipt requested.**

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

6           “(A) **Actually known to the landlord;**

7           “(B) **Of record; and**

8           “(C) **Provided to the landlord by the lienholder in a written notice that identifies the**  
9 **personal property subject to the lien and that was sent to the landlord by certified mail with**  
10 **return receipt requested within the preceding five years. The notice must identify the per-**  
11 **sonal property by describing the physical address of the property.**

12           “(5) The notice required under subsection (3) of this section shall state that:

13           “(a) The personal property left upon the premises is considered abandoned;

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

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

17           “(d) The tenant or any lienholder, except as provided by subsection (17) of this section, may  
18 arrange for removal of the personal property by contacting the landlord at a described telephone  
19 number or address on or before the specified date;

20           “(e) The landlord shall make the personal property available for removal by the tenant or any  
21 lienholder, except as provided by subsection (17) of this section, by appointment at reasonable times;

22           “(f) If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b)  
23 of this section, the landlord may require payment of storage charges, as provided by subsection (7)(b)  
24 of this section, prior to releasing the personal property to the tenant or any lienholder;

25           “(g) If the personal property is considered to be abandoned pursuant to subsection (2)(c) of this  
26 section, the landlord [*shall*] **may** not require payment of storage charges prior to releasing the  
27 personal property;

28           “(h) If the tenant or any lienholder fails to contact the landlord by the specified date or fails  
29 to remove the personal property within 30 days after that contact, the landlord may sell or dispose  
30 of the personal property. If the landlord reasonably believes the county assessor will determine that  
31 the current market value of the personal property is \$3,500 or less, and the landlord intends to  
32 dispose of the property if it is not claimed, the notice shall state that belief and intent; and

33           “(i) If applicable, there is a lienholder that has a right to claim the personal property, except  
34 as provided by subsection (17) of this section.

35           “(6) For purposes of subsection (5) of this section, the specified date by which a tenant or  
36 lienholder must contact a landlord to arrange for the disposition of abandoned personal property  
37 shall be not less than 45 days after personal delivery or [*first class*] mailing of the notice.

38           “(7) After notifying the tenant as required by subsection (3) of this section, the landlord:

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

41           “(b) [*Shall be*] **Is** entitled to reasonable or actual storage charges and costs incidental to storage  
42 or disposal. The storage charge shall be no greater than the monthly space rent last payable by the  
43 tenant.

44           “(8) If a tenant or lienholder, upon the receipt of the notice provided by subsection (3) or (4)  
45 of this section or otherwise, responds by actual notice to the landlord on or before the specified date

1 in the landlord's notice that the tenant or lienholder intends to remove the personal property from  
2 the premises, the landlord must make that personal property available for removal by the tenant or  
3 lienholder by appointment at reasonable times during the next 30 days, subject to subsection (17)  
4 of this section. If the personal property is considered to be abandoned pursuant to subsection (2)(a)  
5 or (b) of this section, but not pursuant to subsection (2)(c) of this section, the landlord may require  
6 payment of storage charges, as provided in subsection (7)(b) of this section, prior to allowing the  
7 tenant or lienholder to remove the personal property. Acceptance by a landlord of such payment  
8 [shall] **does** not operate to create or reinstate a tenancy or create a waiver pursuant to ORS 90.415.

9 "(9) Except as provided in subsections (17) to (19) of this section, if the tenant or lienholder does  
10 not respond within the time provided by the landlord's notice, or the tenant or lienholder does not  
11 remove the personal property within 30 days after responding to the landlord or by any date agreed  
12 to with the landlord, whichever is later, the personal property [shall be] **is** conclusively presumed  
13 to be abandoned. The tenant and any lienholder that have been given notice pursuant to subsection  
14 (3) or (4) of this section shall, except with regard to the distribution of sale proceeds pursuant to  
15 subsection (12) of this section, have no further right, title or interest to the personal property and  
16 may not claim or sell the property.

17 "(10) If the personal property is presumed to be abandoned under subsection (9) of this section,  
18 the landlord then may:

19 "(a) Sell the personal property at a public or private sale, provided that prior to the sale:

20 "(A) The landlord may seek to transfer the certificate of title and registration to the personal  
21 property by complying with the requirements of the appropriate state agency; and

22 "(B) The landlord shall:

23 "(i) Place a notice in a newspaper of general circulation in the county in which the personal  
24 property is located. The notice shall state:

25 "(I) That the personal property is abandoned;

26 "(II) The tenant's name;

27 "(III) The address and any space number where the personal property is located, and if actually  
28 known to the landlord, the plate, registration or other identification number as noted on the title;

29 "(IV) Whether the sale is by private bidding or public auction;

30 "(V) Whether the landlord is accepting sealed bids and, if so, the last date on which bids will  
31 be accepted; and

32 "(VI) The name and telephone number of the person to contact to inspect the personal property;

33 "(ii) At a reasonable time prior to the sale, give a copy of the notice required by sub-  
34 subparagraph (i) of this subparagraph to the tenant and to any lienholder, by personal delivery or  
35 first class mail, except that for any lienholder, mail service shall be by first class mail with certif-  
36 icate of mailing;

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

41 "(iv) Obtain written proof from the county that all property taxes on the personal property have  
42 been paid or, if not paid, that the county has authorized the sale, with the sale proceeds to be dis-  
43 tributed pursuant to subsection (12) of this section; or

44 "(b) Destroy or otherwise dispose of the personal property if the landlord determines from the  
45 county assessor that the current market value of the property is \$3,500 or less.

1           “(11)(a) A public or private sale authorized by this section shall be conducted consistent with  
2 the terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including the  
3 method, manner, time, place and terms must be commercially reasonable.

4           “(b) If there is no buyer at a sale described under paragraph (a) of this subsection, the personal  
5 property *[shall be]* **is** considered to be worth \$3,500 or less, regardless of current market value, and  
6 the landlord may destroy or otherwise dispose of the personal property.

7           “(12)(a) The landlord may deduct from the proceeds of the sale:

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

9           “(B) Unpaid rent.

10          “(b) After deducting the amounts listed in paragraph (a) of this subsection, the landlord shall  
11 remit the remaining proceeds, if any, to the county tax collector to the extent of any unpaid prop-  
12 erty taxes owed on the dwelling or home.

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

16          “(d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if ap-  
17 plicable, the landlord shall remit to the tenant the remaining proceeds, if any, together with an  
18 itemized accounting.

19          “(e) If the tenant cannot after due diligence be found, the remaining proceeds shall be deposited  
20 with the county treasurer of the county in which the sale occurred, and if not claimed within three  
21 years shall revert to the general fund of the county available for general purposes.

22          “(13) The county tax collector shall cancel all unpaid property taxes as provided under ORS  
23 311.790 if:

24          “(a) The landlord disposes of the personal property after a determination described in subsection  
25 (10)(b) of this section;

26          “(b) There is no buyer of the personal property at a sale described under subsection (11) of this  
27 section; or

28          “(c) The proceeds of a sale described under subsection (11) of this section are insufficient to  
29 satisfy the unpaid property taxes owed on the dwelling or home after distribution of the proceeds  
30 pursuant to subsection (12) of this section.

31          “(14) The landlord *[shall not be]* **is not** responsible for any loss to the tenant or lienholder re-  
32 sulting from storage of personal property in compliance with this section unless the loss was caused  
33 by the landlord’s deliberate or negligent act. In the event of a deliberate and malicious violation,  
34 the landlord *[shall be]* **is** liable for twice the actual damages sustained by the tenant or lienholder.

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

38          “(16) If a landlord does not comply with this section:

39          “(a) The tenant *[shall be]* **is** relieved of any liability for damage to the premises caused by con-  
40 duct that was not deliberate, intentional or grossly negligent and for unpaid rent and may recover  
41 from the landlord up to twice the actual damages sustained by the tenant;

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

45          “(c) A county tax collector aggrieved by the noncompliance may recover from the landlord the



1 actual damages sustained by the tax collector, if the noncompliance is part of an effort by the  
2 landlord to defraud the tax collector. ORS 90.255 does not authorize an award of attorney fees to  
3 the prevailing party in any action arising under this paragraph.

4 “(17) The provisions of this section regarding the rights and responsibilities of a tenant to the  
5 abandoned personal property shall also apply to any lienholder, except that the lienholder *[shall]*  
6 **may** not sell or remove the dwelling or home unless:

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

8 “(b) The tenant **or a personal representative or designated person described in subsection**  
9 **(19) of this section** has waived *[the tenant’s]* **all** rights under this section pursuant to subsection  
10 *[(23)] (21)* of this section; or

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

13 “(18)(a) Except as provided by subsection *[(21)(d)] (19)(d)* and (e) of this section, if a lienholder  
14 makes a timely response to a notice of abandoned personal property **pursuant to subsections (6)**  
15 **and (8) of this section** and so requests, a landlord shall enter into a written **storage** agreement  
16 with the lienholder providing that the personal property *[shall]* **may** not be sold or disposed of by  
17 the landlord for up to 12 months<sup>1</sup>, *so long as the lienholder makes timely periodic payment of all future*  
18 *storage charges as provided by subsection (7)(b) of this section and maintains the property and the*  
19 *rented space on which it is stored]. A storage agreement entitles the lienholder to store the*  
20 **personal property on the previously rented space during the term of the agreement, but does**  
21 **not entitle anyone to occupy the personal property.**

22 “(b) The lienholder’s right to *[such an]* **a storage** agreement *[shall arise]* **arises** upon the failure  
23 of the tenant or, in the case of a deceased tenant, the personal representative, designated person,  
24 heir or devisee to remove or sell the dwelling or home within the allotted time.

25 “(c) **To exercise the right to a storage agreement under this subsection, in addition to**  
26 **contacting the landlord with a timely response as described in paragraph (a) of this sub-**  
27 **section, the lienholder must enter into the proposed storage agreement within 60 days after**  
28 **the landlord gives a copy of the agreement to the lienholder. The landlord shall give a copy**  
29 **of the proposed storage agreement to the lienholder in the same manner as provided by**  
30 **subsection (4)(b) of this section. The landlord may include a copy of the proposed storage**  
31 **agreement with the notice of abandoned property required by subsection (4) of this section.**  
32 **A lienholder enters into a storage agreement by signing a copy of the agreement provided**  
33 **by the landlord and personally delivering or mailing the signed copy to the landlord within**  
34 **the 60-day period.**

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

37 “(A) The lienholder make timely periodic payment of all storage charges, as described in  
38 subsection (7)(b) of this section, accruing from the commencement of the 45-day period de-  
39 scribed in subsection (6) of this section. A storage charge may include a utility or service  
40 charge, as described in ORS 90.510 (8), if limited to charges for electricity, water, sewer  
41 service and natural gas and if incidental to the storage of personal property. A storage  
42 charge may not be due more frequently than monthly;

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

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

5       “(D) The lienholder repair any defects in the physical condition of the personal property  
6 that existed prior to the lienholder entering into the storage agreement, if the defects and  
7 necessary repairs are reasonably described in the storage agreement and, for homes that  
8 were first placed on the space within the previous 24 months, the repairs are reasonably  
9 consistent with facility standards in effect at the time of placement. The lienholder shall  
10 have 90 days after entering into the storage agreement to make the repairs. Failure to make  
11 the repairs within the allotted time constitutes a violation of the storage agreement and the  
12 landlord may terminate the agreement by giving at least 14 days’ written notice to the  
13 lienholder stating facts sufficient to notify the lienholder of the reason for termination. Un-  
14 less the lienholder corrects the violation within the notice period, the agreement terminates  
15 as provided and the landlord may sell or dispose of the property without further notice to  
16 the lienholder.

17       “(e) Notwithstanding subsection (7)(b) of this section, a landlord may increase the stor-  
18 age charge if the increase is part of a facility-wide rent increase for all facility tenants, the  
19 increase is no greater than the increase for other tenants and the landlord gives the  
20 lienholder written notice consistent with the requirements of ORS 90.600 (1).

21       “[(19)] (f) During the term of an agreement described under **this** subsection [(18) of this  
22 section], the lienholder shall have the right to remove or sell the property, subject to the provisions  
23 of its lien. Selling the property includes a sale to a purchaser who wishes to leave the property on  
24 the rented space and become a tenant, subject to the provisions of ORS 90.680. The landlord may  
25 condition approval for occupancy of any purchaser of the property upon payment of all **unpaid**  
26 storage charges and maintenance costs.

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

33       “(B) **After a landlord gives a termination notice pursuant to subparagraph (A) of this**  
34 **paragraph for failure of the lienholder to pay a storage charge and the lienholder corrects**  
35 **the violation, if the lienholder again violates the storage agreement by failing to pay a sub-**  
36 **sequent storage charge, the landlord may terminate the agreement by giving at least 30 days’**  
37 **written notice to the lienholder stating facts sufficient to notify the lienholder of the reason**  
38 **for termination. Unless the lienholder corrects the violation within the notice period, the**  
39 **agreement terminates as provided and the landlord may sell or dispose of the property**  
40 **without further notice to the lienholder.**

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

44       “[(20)] (h) **Upon the failure of a lienholder to enter into a storage agreement as provided**  
45 **by this subsection or** upon termination of an agreement [described under subsection (18) of this

1 section], unless the parties otherwise agree or the lienholder has sold or removed the property, the  
2 landlord may sell or dispose of the property pursuant to this section without further notice to the  
3 lienholder.

4 “[21] (19) If the personal property is considered abandoned as a result of the death of a tenant  
5 who was the only tenant, [the provisions of subsections (1) to (20) of] this section [shall apply]  
6 **applies**, except as follows:

7 “(a) The provisions of this section regarding the rights and responsibilities of a tenant to the  
8 abandoned personal property shall apply to any personal representative named in a will or appointed  
9 by a court to act for the deceased tenant or any person designated in writing by the tenant to be  
10 contacted by the landlord in the event of the tenant’s death.

11 “(b) The notice required by subsection (3) of this section shall be:

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

13 “(B) Personally delivered or sent by first class mail to any personal representative or designated  
14 person if actually known to the landlord.

15 “(c) The notice described in subsection (5) of this section shall refer to any personal represen-  
16 tative or designated person, instead of the deceased tenant, and shall incorporate the provisions of  
17 this subsection.

18 “(d) If a personal representative, designated person or other person entitled to possession of the  
19 property, such as an heir or devisee, responds by actual notice to a landlord within the 45-day period  
20 provided by subsection (6) of this section and so requests, the landlord shall enter into a written  
21 **storage** agreement with the representative or person providing that the personal property [shall]  
22 **may** not be sold or disposed of by the landlord for up to 90 days or until conclusion of any probate  
23 proceedings, whichever is later[, *so long as the representative or person makes timely periodic payment*  
24 *of all future storage charges as provided by subsection (7)(b) of this section and maintains the property*  
25 *and the rented space on which it is stored]. A storage agreement entitles the representative or*  
26 **person to store the personal property on the previously rented space during the term of the**  
27 **agreement, but does not entitle anyone to occupy the personal property.** If such an agreement  
28 is entered, the landlord [shall] **may** not enter a similar agreement with a lienholder pursuant to  
29 subsection (18) of this section until the agreement with the personal representative or designated  
30 person ends.

31 “(e) **If a personal representative or other person requests that a landlord enter into a**  
32 **storage agreement, subsections (18)(c) to (e) and (g)(C) of this section apply, with the rep-**  
33 **resentative or person having the rights and responsibilities of a lienholder with regard to the**  
34 **storage agreement.**

35 “[e] (f) During the term of an agreement described under paragraph (d) of this subsection, the  
36 representative or person shall have the right to remove or sell the property, including a sale to a  
37 purchaser or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave  
38 the property on the rented space and become a tenant, subject to the provisions of ORS 90.680. The  
39 landlord also may condition approval for occupancy of any purchaser, heir or devisee of the property  
40 upon payment of all **unpaid** storage charges and maintenance costs.

41 “(g) If the representative or person violates the **storage** agreement, the landlord may terminate  
42 [it upon] **the agreement by giving at least 30 days’ written notice to the representative or per-**  
43 **son** stating facts sufficient to notify the representative or person of the reason for the termination.  
44 Unless the representative or person corrects the violation within the notice period, the agreement  
45 [shall terminate] **terminates** as provided and the landlord may sell or dispose of the property with-

1 out further notice to the representative or person.

2 “[22] **(h) Upon the failure of a representative or person to enter into a storage agree-**  
3 **ment as provided by this subsection or** upon termination of an agreement [*described under sub-*  
4 *section (21)(d) of this section*], unless the parties otherwise agree or the representative or person has  
5 sold or removed the property, the landlord may sell or dispose of the property pursuant to this  
6 section without further notice to the representative or person.

7 “**(20) If a governmental agency determines that the condition of personal property aban-**  
8 **doned under this section constitutes an extreme health or safety hazard under state or local**  
9 **law and the agency determines that the hazard endangers others in the facility and requires**  
10 **quick removal of the property, the landlord may sell or dispose of the property pursuant to**  
11 **this subsection. The landlord shall comply with all provisions of this section, except as fol-**  
12 **lows:**

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

17 “**(b) The date provided in subsections (8) and (9) of this section by which a tenant,**  
18 **lienholder, personal representative or designated person must remove the property shall be**  
19 **not less than seven days after the tenant, lienholder, personal representative or designated**  
20 **person contacts the landlord.**

21 “**(c) The notice required by subsection (3) of this section shall be as provided in sub-**  
22 **section (5) of this section, except that:**

23 “**(A) The dates and deadlines in the notice for contacting the landlord and removing the**  
24 **property shall be consistent with this subsection;**

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

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

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

32 “**(e) A landlord is not required to enter into a storage agreement with a lienholder, per-**  
33 **sonal representative or designated person pursuant to subsection (18) of this section.**

34 “[23] **(21)(a)** [*Except for personal property that is subject to subsection (21) of this section,*] A  
35 landlord may sell or dispose of a tenant’s abandoned personal property without complying with the  
36 provisions of this section if, after termination of the tenancy or no more than seven days prior to  
37 the termination of the tenancy, the [*landlord and the tenant and any lienholder*] **following parties**  
38 so agree in a writing entered into in good faith[.]:

39 “**(A) The landlord;**

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

44 “**(C) Any lienholder.**

45 “**(b) A landlord [shall] may not, as part of a rental agreement, as a condition to approving a**

1 sale of property on rented space under ORS 90.680 or in any other manner, require a tenant, a  
2 **personal representative, a designated person** or any lienholder to waive any right provided by  
3 this section.

4 “[~~(24)~~] **(22)** Until personal property is conclusively presumed to be abandoned under subsection  
5 (9) of this section, a landlord [*shall*] **does** not have a lien pursuant to ORS 87.152 for storing the  
6 personal property.”.

7 In line 5, delete “28” and insert “41”.

8 In line 6, after “91.120.” delete the rest of the line and insert “An employee described in ORS  
9 90.110 (7) may only be evicted”.

10 In line 7, delete “may only evict the employee”.

11 In line 11, delete “29” and insert “42”.

12 In line 28, delete “30” and insert “43”.

13 On page 23, line 43, delete “31” and insert “44”.

14 On page 25, after line 25, insert:

15 “**SECTION 45.** ORS 90.635 is amended to read:

16 “90.635. (1) If a facility is closed or a portion of a facility is closed, resulting in the termination  
17 of the rental agreement between the landlord of the facility and a tenant renting space for a man-  
18 ufactured dwelling, whether because of the exercise of eminent domain, by order of the state or local  
19 agencies, or as provided under ORS 90.630 [~~(6)~~] **(5)**, the landlord shall provide notice to the tenant  
20 of the tax credit provided under ORS 316.153. The notice shall state the eligibility requirements for  
21 the credit, information on how to apply for the credit and any other information required by the  
22 Manufactured Dwelling Park Ombudsman by rule.

23 “(2) The notice described under subsection (1) of this section shall be sent to a tenant affected  
24 by a facility closure on or before:

25 “(a) The date notice of rental termination must be given to the tenant under ORS 90.630 [~~(6)~~]  
26 **(5)**, if applicable; or

27 “(b) In the event of facility closure by exercise of eminent domain or by order of a state or local  
28 agency, within 15 days of the date the landlord received notice of the closure.

29 “(3) The landlord shall forward to the Manufactured Dwelling Park Ombudsman a list of the  
30 names and addresses of tenants to whom notice under this section has been sent.

31 “(4) The Manufactured Dwelling Park Ombudsman may adopt rules to implement this section,  
32 including rules specifying the form and content of the notice described under this section.”.

33 In line 26, delete “32” and insert “46”.

34 On page 28, line 11, delete “33” and insert “47”.

35 In line 37, delete “34” and insert “48”.

36 In line 42, after “sheriff” insert “or process server” and after “and” insert “the sheriff”.

37 On page 29, delete lines 16 through 45 and delete pages 30 and 31.

38 On page 32, delete lines 1 through 30 and insert:

39 “**SECTION 49.** ORS 90.775 is amended to read:

40 “90.775. The Housing and Community Services Department may adopt rules necessary to carry  
41 out the provisions of [*ORS 90.770*] **section 26 of this 2001 Act**.

42 “**SECTION 49a.** ORS 105.138 is amended to read:

43 “105.138. (1) Notwithstanding ORS 105.137 (5), if a party to an action to which ORS 90.505 to  
44 90.840 apply moves for an order compelling arbitration and abating the proceedings, the court shall  
45 summarily determine whether the controversy between the parties is subject to an arbitration

1 agreement enforceable under section ORS 90.610 [(1)] (2) and, if so, shall issue an order compelling  
2 the parties to submit to arbitration in accordance with the agreement and abating the action for  
3 not more than 30 days, unless the parties agree to an order of abatement for a longer period ac-  
4 ceptable to the court.

5 “(2) If the court issues an order compelling arbitration under subsection (1) of this section, the  
6 court [shall] **may** not order the payment of rent into court pending the arbitration unless the court  
7 finds such an order is necessary to protect the rights of the parties.

8 “**SECTION 50.** ORS 316.153 is amended to read:

9 “316.153. (1) As used in this section:

10 “(a) ‘Involuntary move’ means a move forced on an owner due to the termination of the owner’s  
11 rental agreement for a facility space resulting from the closure of the facility, or portion of the fa-  
12 cility, as defined in ORS 90.100.

13 “(b) ‘Mobile home’ has the meaning given ‘manufactured dwelling’ in ORS 446.003, and includes  
14 only a mobile home with a fair market value of \$50,000 or less on the date that the mobile home is  
15 involuntarily moved.

16 “(c) ‘Qualified individual’ means an individual who:

17 “(A) Owns and occupies as a principal residence, on the date of the involuntary move, a mobile  
18 home involuntarily moved; and

19 “(B) Has a federal adjusted gross income, as described under ORS 316.013, of \$30,000 or less for  
20 the tax year in which the mobile home is involuntarily moved.

21 “(2) A qualified individual is allowed a credit against the taxes otherwise due under this chap-  
22 ter. The amount of the credit is the lesser of:

23 “(a) \$1,500; or

24 “(b) The actual cost of moving and setting up the mobile home after subtracting any payments  
25 or reimbursements received by the qualified individual under ORS 90.630 [(6) and (7)] (5) and (6).

26 “(3)(a) One-third of the total amount of credit allowed under this section must be claimed by the  
27 qualified individual for the tax year in which the mobile home is involuntarily moved and one-third  
28 of the credit in each of the two tax years immediately following.

29 “(b) Any credit which is not used by the taxpayer in a particular year may be carried forward  
30 and offset against the taxpayer’s tax liability for the next succeeding tax year. Any credit remaining  
31 unused in the next succeeding tax year may be carried forward and used in the second succeeding  
32 tax year, and likewise any credit not used in that second succeeding tax year may be carried for-  
33 ward and used in the third succeeding tax year, and any credit not used in that third succeeding  
34 tax year may be carried forward and used in the fourth succeeding tax year, and any credit not used  
35 in that fourth succeeding tax year may be carried forward and used in the fifth succeeding tax year,  
36 but may not be carried forward for any tax year thereafter.

37 “(c) The credit allowed to a qualified individual is available for only one involuntary move of  
38 a mobile home.

39 “(d) If the taxpayer is married at the close of the tax year, the credit shall be allowed to only  
40 one taxpayer if the spouses file separate returns for the tax year. Marital status shall be determined  
41 as provided under section 21 (e)(3) and (4) of the Internal Revenue Code, as amended and in effect  
42 on December 31, 1998.

43 “**SECTION 51. (1) Except as provided in subsection (2) of this section, sections 23 and 24**  
44 **of this 2001 Act and the amendments to ORS 90.600, 90.620 and 90.630 by sections 36, 37 and**  
45 **38 of this 2001 Act apply to month-to-month and fixed term manufactured dwelling and**

1 floating home tenancies entered into before, on or after the effective date of this 2001 Act.

2 “(2) Rental agreements that are fixed term tenancies entered into before the effective  
3 date of this 2001 Act are not made invalid by the duration of the rental agreement being less  
4 than two years. Upon renewal or extension as provided in section 24 of this 2001 Act, the  
5 rental agreement must comply with the requirement for a minimum two-year term as pro-  
6 vided in section 23 of this 2001 Act.

7 “SECTION 52. (1) The amendments to ORS 90.510 (5) and 90.530 by sections 35a and 35b  
8 of this 2001 Act apply to rental agreements entered into before, on or after the effective date  
9 of this 2001 Act.

10 “(2) The amendments to ORS 90.530 by section 35b of this 2001 Act do not affect the right  
11 of a landlord to keep or continue to hold any one-time, monthly or other periodic amounts  
12 charged for a tenant’s possession of a pet pursuant to a rental agreement entered into before  
13 November 1, 1997, and collected before the effective date of this 2001 Act.

14 “SECTION 53. The amendments to ORS 90.610 by section 36a of this 2001 Act apply to any  
15 proposed rule or regulation change for which the landlord gives notice on or after the ef-  
16 fective date of this 2001 Act.

17 “SECTION 54. A landlord may, as provided in ORS 90.510 (4)(c), unilaterally amend a  
18 rental agreement existing on the effective date of this 2001 Act to incorporate the amend-  
19 ments to ORS 90.510 and 90.610 by sections 35a and 36a of this 2001 Act.

20 “SECTION 55. Section 54 of this 2001 Act is repealed January 2, 2006. The repeal of sec-  
21 tion 54 of this 2001 Act by this section does not affect the validity of any unilateral amend-  
22 ment of a rental agreement made pursuant to section 54 of this 2001 Act.

23 “SECTION 56. Notwithstanding sections 5, 6, 15 and 16 of this 2001 Act, prior to January  
24 1, 2004, a clerk of the court may:

25 “(1) Make available either the forms set forth in sections 5 and 6 of this 2001 Act or the  
26 form set forth in ORS 105.125 (1999 Edition) for plaintiff use in bringing an eviction com-  
27 plaint.

28 “(2) Use either the forms set forth in sections 15 and 16 of this 2001 Act or the form set  
29 forth in ORS 105.154 (2) (1999 Edition) for issuing a notice of restitution.

30 “SECTION 57. Section 28, chapter 104, Oregon Laws 2001 (Enrolled House Bill 2609)  
31 (amending ORS 90.632), is repealed.”.