

House Bill 2216

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SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Expands definition of "manufactured dwelling park" for purposes of statutes relating to contracts for site improvements. Eliminates deadline for provider submission of statement of estimated costs for manufactured dwelling site improvements in manufactured dwelling park. Requires provider to comply with contractor bidding statutes when providing statement of estimated costs for manufactured dwelling site improvements in manufactured dwelling park.

Applies to manufactured dwelling park site improvement contracts entered into on or after January 1, 2006.

A BILL FOR AN ACT

1
2 Relating to manufactured dwellings; creating new provisions; and amending ORS 90.100, 90.512 and
3 90.518.

4 **Be It Enacted by the People of the State of Oregon:**

5 **SECTION 1.** ORS 90.100 is amended to read:

6 90.100. Subject to additional definitions contained in this chapter that apply to specific sections
7 or parts thereof, and unless the context otherwise requires, in this chapter:

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

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

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

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

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

20 (4) "Building and housing codes" [*include*] **means** any law, ordinance or governmental regulation
21 concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or
22 appearance of any premises or dwelling unit.

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

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

27 (7) "Domestic violence" has the meaning given that term in ORS 135.230.

28 (8) "Drug and alcohol free housing" means a dwelling unit described in ORS 90.243.

NOTE: Matter in **boldfaced** type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted. New sections are in **boldfaced** type.

1 (9) “Dwelling unit” means a structure or the part of a structure that is used as a home, resi-
 2 dence or sleeping place by one person who maintains a household or by two or more persons who
 3 maintain a common household. “Dwelling unit” regarding a person who rents a space for a manu-
 4 factured dwelling or recreational vehicle or regarding a person who rents moorage space for a
 5 floating home as defined in ORS 830.700, but does not rent the home, means the space rented and
 6 not the manufactured dwelling, recreational vehicle or floating home itself.

7 (10) “Essential service” means:

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

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

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

16 (b) For a tenancy consisting of rental space for a manufactured dwelling, floating home or rec-
 17 reational vehicle owned by the tenant or that is otherwise subject to ORS 90.505 to 90.840:

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

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

23 (11) “Facility” means:

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

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

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

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

32 (14) “First class mail” does not [*include*] **mean** certified or registered mail, or any other form
 33 of mail that may delay or hinder actual delivery of mail to the recipient.

34 (15) “Fixed term tenancy” means a tenancy that has a fixed term of existence, continuing to a
 35 specific ending date and terminating on that date without requiring further notice to effect the ter-
 36 mination.

37 (16) “Floating home” has the meaning given that term in ORS 830.700. As used in this chapter,
 38 “floating home” includes an accessory building or structure.

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

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

41 (19) “Informal dispute resolution” means, but is not limited to, consultation between the landlord
 42 or landlord’s agent and one or more tenants, or mediation utilizing the services of a third party.

43 (20) “Landlord” means:

44 (a) The owner, lessor or sublessor of the dwelling unit or the building or premises of which it
 45 is a part. [*“Landlord” includes*]

1 **(b)** A person who is authorized by the owner, lessor or sublessor to manage the premises or to
 2 enter into a rental agreement.

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

5 (22) “Last month’s rent deposit” means a type of security deposit, however designated, the pri-
 6 mary function of which is to secure the payment of rent for the last month of the tenancy.

7 (23) “Manufactured dwelling”:

8 **(a)** Means a residential trailer, a mobile home or a manufactured home as those terms are de-
 9 fined in ORS 446.003 (26). [*“Manufactured dwelling” includes*]

10 **(b) Means** an accessory building or structure. [*“Manufactured dwelling”*]

11 **(c)** Does not [*include*] **mean** a recreational vehicle.

12 [(24) *“Manufactured dwelling park” has the meaning given that term in ORS 446.003.*]

13 [(25)] **(24)** “Month-to-month tenancy” means a tenancy that automatically renews and continues
 14 for successive monthly periods on the same terms and conditions originally agreed to, or as revised
 15 by the parties, until terminated by one or both of the parties.

16 [(26)] **(25)** “Organization” [*includes*] **means** a corporation, government, governmental subdivision
 17 or agency, business trust, estate, trust, partnership or association, two or more persons having a
 18 joint or common interest, and any other legal or commercial entity.

19 [(27)] **(26)** “Owner” [*includes*] **means** a mortgagee in possession and means one or more persons,
 20 jointly or severally, in whom is vested:

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

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

24 [(28)] **(27)** “Person” [*includes*] **means** an individual or organization.

25 [(29)] **(28)** “Premises” means a dwelling unit and the structure of which it is a part and facilities
 26 and appurtenances therein and grounds, areas and facilities held out for the use of tenants generally
 27 or whose use is promised to the tenant.

28 [(30)] **(29)** “Prepaid rent” means any payment of money to the landlord for a rent obligation not
 29 yet due. In addition, “prepaid rent” means rent paid for a period extending beyond a termination
 30 date.

31 [(31)] **(30)** “Recreational vehicle” has the meaning given that term in ORS 446.003.

32 [(32)] **(31)** “Rent”:

33 **(a)** Means any payment to be made to the landlord under the rental agreement, periodic or
 34 otherwise, in exchange for the right of a tenant and any permitted pet to occupy a dwelling unit to
 35 the exclusion of others. [*“Rent”*]

36 **(b)** Does not [*include*] **mean** security deposits, fees or utility or service charges as described in
 37 ORS 90.315 (4) and 90.510 (8).

38 [(33)] **(32)** “Rental agreement” means all agreements, written or oral, and valid rules and regu-
 39 lations adopted under ORS 90.262 or 90.510 (6) embodying the terms and conditions concerning the
 40 use and occupancy of a dwelling unit and premises. “Rental agreement” includes a lease. A rental
 41 agreement shall be either a week-to-week tenancy, month-to-month tenancy or fixed term tenancy.

42 [(34)] **(33)** “Roomer” means a person occupying a dwelling unit that does not include a toilet and
 43 either a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and
 44 where one or more of these facilities are used in common by occupants in the structure.

45 [(35)] **(34)** “Screening or admission criteria” means a written statement of any factors a landlord

1 considers in deciding whether to accept or reject an applicant and any qualifications required for
 2 acceptance. “Screening or admission criteria” includes, but is not limited to, the rental history,
 3 character references, public records, criminal records, credit reports, credit references and incomes
 4 or resources of the applicant.

5 [(36)] (35) “Security deposit” means any refundable payment or deposit of money, however des-
 6 ignated, the primary function of which is to secure the performance of a rental agreement or any
 7 part of a rental agreement, but does not mean a fee.

8 [(37)] (36) “Sexual assault” has the meaning given that term in ORS 147.450.

9 [(38)] (37) “Squatter”:

10 (a) Means a person occupying a dwelling unit who is not so entitled under a rental agreement
 11 or who is not authorized by the tenant to occupy that dwelling unit. [“Squatter”]

12 (b) Does not [include] **mean** a tenant who holds over as described in ORS 90.427 (4).

13 [(39)] (38) “Stalking” means the behavior described in ORS 163.732.

14 [(40)] (39) “Statement of policy” means the summary explanation of information and facility
 15 policies to be provided to prospective and existing tenants under ORS 90.510.

16 [(41)] (40) “Surrender” means an agreement, express or implied, as described in ORS 90.148 be-
 17 tween a landlord and tenant to terminate a rental agreement that gave the tenant the right to oc-
 18 cupy a dwelling unit.

19 [(42)] (41) “Tenant”:

20 (a) Means a person, including a roomer, entitled under a rental agreement to occupy a dwelling
 21 unit to the exclusion of others, including a dwelling unit owned, operated or controlled by a public
 22 housing authority. [“Tenant” also includes]

23 (b) **Means** a minor, as defined and provided for in ORS 109.697.

24 (c) As used in ORS 90.505 to 90.840, [“tenant” includes] **means** only a person who owns and
 25 occupies as a residence a manufactured dwelling or a floating home in a facility and persons resid-
 26 ing with that tenant under the terms of the rental agreement.

27 [(43)] (42) “Transient lodging” means a room or a suite of rooms.

28 [(44)] (43) “Transient occupancy” means occupancy in transient lodging that has all of the fol-
 29 lowing characteristics:

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

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

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

34 [(45)] (44) “Vacation occupancy” means occupancy in a dwelling unit, not including transient
 35 occupancy in a hotel or motel, that has all of the following characteristics:

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

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

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

39 [(46)] (45) “Victim” means:

40 (a) A person who is the subject of domestic violence, sexual assault or stalking. [“Victim” in-
 41 cludes]

42 (b) A parent or guardian of a minor who is the subject of domestic violence, sexual assault or
 43 stalking.

44 [(47)] (46) “Week-to-week tenancy” means a tenancy that has all of the following characteristics:

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

1 days;

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

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

6 **SECTION 2.** ORS 90.512 is amended to read:

7 90.512. As used in **this section and** ORS 90.514, **90.516** and 90.518:

8 (1) “Buyer” has the meaning given that term in ORS 72.1030.

9 (2) “Improvements” has the meaning given that term in ORS 646.400.

10 (3) **“Manufactured dwelling park” means:**

11 (a) **A manufactured dwelling park as defined in ORS 446.003; or**

12 (b) **A lot or lots located within a subdivision being rented or leased for occupancy by no**
 13 **more than one manufactured dwelling per lot, if the subdivision was approved by the local**
 14 **government unit having jurisdiction under an ordinance or regulation adopted pursuant to**
 15 **ORS 92.010 to 92.190.**

16 [(3)] (4) “Provider” means a contractor licensed under ORS chapter 701 who adds improvements
 17 to a manufactured dwelling park.

18 [(4)] (5) “Statement of estimated costs” means a written list of the charges, fees, services, goods
 19 and accessories that a provider knows or should know are associated with the making of an im-
 20 provement contracted by the provider and the total estimated cost to the buyer for the improvement.

21 **SECTION 3.** ORS 90.518 is amended to read:

22 90.518. (1) A provider hired to make improvements shall give the buyer of the provider’s services
 23 a statement of estimated costs for the improvements [*contracted*] **to be made** by the provider [*prior*
 24 *to the date that the manufactured dwelling is delivered to a manufactured dwelling park*].

25 (2) If a provider fails to give a statement of estimated costs or knowingly fails to give a complete
 26 statement of estimated costs, a buyer who does not have actual notice of the total cost for an im-
 27 provement and suffers an ascertainable loss due to the failure by the provider may bring an action
 28 to recover the greater of actual damages or \$200.

29 (3) Except as provided in ORS 41.740, a statement of estimated costs given under this section
 30 is considered to contain all of the terms of the [*agreement*] **contract** between the buyer and the
 31 provider hired to make improvements. [*There may be no*] **The contents of the statement of esti-**
 32 **imated costs are the only admissible** evidence of the terms of the [*statement of estimated costs other*
 33 *than the contents of the statement of estimated costs*] **contract between the buyer and the provider**
 34 **hired to make improvements.**

35 (4) **When providing a statement of estimated costs, the provider shall comply with the**
 36 **requirements of ORS chapter 701 governing bids for construction work.**

37 **SECTION 4.** The amendments to ORS 90.100, 90.512 and 90.518 by sections 1 to 3 of this
 38 **2005 Act apply to manufactured dwelling park site improvement contracts entered into on**
 39 **or after the effective date of this 2005 Act.**