



City Council

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www.eugene-or.gov

EUGENE CITY COUNCIL AGENDA

January 29, 2025

12:00 p.m. CITY COUNCIL WORK SESSION

City Council Wednesday work sessions are held using virtual meeting technology.

Information about online or other options for access and participation will be available at <https://www.eugene-or.gov/3360/Webcasts-and-Meeting-Materials>

Meeting of January 29, 2025; Her Honor Mayor Kaarin Knudson Presiding

Councilors

Matt Keating, President

Mike Clark

Eliza Kashinsky

Jennifer Yeh

Randy Groves, Vice President

Greg Evans

Lyndsie Leech

Alan Zelenka

12:00 p.m. CITY COUNCIL WORK SESSION

- 1. WORK SESSION: Eugene City Council position on HB 2967 and Bills Repealing HB 3115**
- 2. WORK SESSION: City Manager Update**

The Eugene City Council welcomes your interest in these agenda items. This meeting location is wheelchair-accessible. For the hearing impaired, an interpreter can be provided with 48 hours' notice prior to the meeting. Spanish-language interpretation will also be provided with 48 hours' notice. To arrange for these services, contact the receptionist at 541-682-5010. City Council meetings are telecast live on Metro Television, Comcast channel 21, and rebroadcast later in the week.

El consejo de la Ciudad de Eugene agradece su interés en estos asuntos de la agenda. El lugar de la reunión tiene acceso para sillas de ruedas. Se puede proveer a un intérprete para las personas con discapacidad auditiva si avisa con 48 horas de anticipación. También se puede proveer interpretación para español si avisa con 48 horas de anticipación. Para reservar estos servicios llame al 541-682-5010. Las reuniones del consejo de la ciudad se transmiten en vivo por Metro Television, Canal 21 de Comcast y son retransmitidas durante la semana.

For more information, contact the Council Coordinator at 541-682-5010,
or visit us online at www.eugene-or.gov.

January 29, 2025 Work Session

EUGENE CITY COUNCIL AGENDA ITEM SUMMARY



Work Session: Eugene City Council position on HB 2967 and Bills Repealing HB 3115

Meeting Date: January 29, 2025
Department: Central Services
www.eugene-or.gov

Agenda Item Number: 1
Staff Contact: Ethan Nelson
Contact Telephone Number: 541-682-5245

ISSUE STATEMENT

This work session is in response to the Council's Intergovernmental Relations Committee (IGR) direction from their October 2024 meeting to: "*Schedule a Council work session after Council Winter Break on the position of the city to repeal HB 3115,*" and from their November 2024 meeting to: "*Bring to City Council the proposed legislation that would prohibit the charging of rental application screening fees statewide for discussion and direction.*" Staff will be seeking Council direction on the position that Council would like to take on these items.

BACKGROUND

The Council Committee on Intergovernmental Relations (IGR Committee) exists to make recommendations to the City Council on State and Federal legislative issues. Currently, it is the only standing committee of the City Council. Committee Members include Councilors Evans, Groves, and Yeh, with the Mayor holding an 'ex-officio' seat as a non-voting member on the Committee. The Committee meets regularly; generally monthly, with the ability to hold special meetings during the legislative session. IGR Committee meetings are open to the public via Zoom and recordings of the meetings are posted on the City's website. More information on the IGR Committee and testimony provided on priority bills can be found on the IGR Program webpage: <https://www.eugene-or.gov/368/Intergovernmental-Relations>

Relating to Rental Applicant Screening Charges

At the November 6, 2024 IGR Committee meeting, committee members discussed an anticipated bill for the 2025 Legislative session that would propose a statewide ban on applicant screening charges. That bill is **HB 2967 (Attachment A)** and it would amend the Oregon Residential Landlord Tenant Act to prohibit residential landlords from collecting an applicant screening charge. Staff is seeking direction from Council on whether to support, oppose, or remain neutral toward this bill.

Eugene Renter Protections Background

On July 11, 2022, Council approved a \$10 cap on applicant screening charges as part of Ordinance No. 20670.

Following adoption of Ordinance No. 20670, a lawsuit was filed in Lane County Circuit Court

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challenging the applicant screening charge cap. On January 31, 2023, the Circuit Court issued a decision holding that the City was preempted by State law from imposing or enforcing a \$10 cap on applicant screening charges. The City appealed the Circuit Court's decision to the Court of Appeals and the Court of Appeals reversed the Circuit Court's decision, holding that state law does not preempt the City's Home Rule authority to impose a \$10 cap on applicant screening charges. The plaintiffs timely appealed the Court of Appeals' decision to the Oregon Supreme Court. At the time of publication of this Agenda Item Summary (AIS), the Supreme Court has not yet decided whether it will hear plaintiffs' appeal. If the Supreme Court decides not to hear the appeal, the Court of Appeals' decision will stand. The Supreme Court is not required to make a decision within any particular time frame. The City has not enforced the \$10 screening charge cap during the appeal; however, landlords are still required to comply with the City's other adopted renter protections and to follow all applicable requirements of State Landlord-Tenant Law.

Relating to HB 3115/ORS 195.530

At the October 2, 2024 IGR meeting, Committee Members discussed the US Supreme Court's 2024 decision in the *Grants Pass v Johnson* case, in which the court held that the enforcement of generally applicable laws regulating camping on public property does not violate the cruel and unusual punishments clause of the Eighth Amendment. The IGR Committee determined that the full Council should weigh in on the City's position on potential 2025 Oregon legislation that would repeal or change HB 3115, directing staff to bring the topic of the City's position on a potential repeal of HB 3115 to the full City Council for discussion. That bill is **SB 593 (Attachment B)**, and it would repeal the statute (ORS 195.530) enacted by House Bill 3115 (2021). Staff is seeking direction from Council on whether to support, oppose, or remain neutral toward this bill.

HB 3115 Background

In 2021, the Oregon Legislature adopted HB 3115, which was intended to codify the Ninth Circuit's *Boise* and *Grants Pass* decisions and provide additional clarity on appropriate time, place and manner restrictions. HB 3115, now codified as ORS 195.530, states: "Any city or county law that regulates the acts of sitting, lying, sleeping or keeping warm and dry outdoors on public property that is open to the public must be objectively reasonable as to time, place and manner with regards to persons experiencing homelessness." The bill defines "keeping warm and dry" to mean "using measures necessary for an individual to survive outdoors given the environmental condition" but specifically excludes "using any measure that involves fire or flame."

In May of 2023, the City Council adopted Ordinance No. 20689 which amended City Code to ensure the City's compliance with HB 3115. Specifically, Ordinance No. 20689 brought the City into compliance with HB 3115 by replacing the City's prohibited camping code provisions with location-specific camping prohibitions that are based on risks to public health, safety, and accessibility; thereby narrowing the scope of the City's camping prohibition.

In 2024 the Supreme Court overruled two decisions by the Ninth Circuit Court of Appeals – *Johnson v. Grants Pass* and *Martin v. Boise*. Now that the Supreme Court has overruled the *Boise* and *Grants Pass* decisions, some Oregon legislators are interested in repealing HB 3115.

RELATED CITY POLICIES

[Ordinance No. 20670](#)- An Ordinance Concerning Rental Housing and Amending Sections 8.405, 8.415, 8.425, 8.430, and 8.440 of the Eugene Code, 1971- Ordinance Concerning Rental Housing and Amending Sections 8.405, 8.415, 8.425, 8.430, and 8.440 of the Eugene Code, 1971

[Ordinance No. 20689](#)- An Ordinance Concerning Prohibited Camping, Permitted Overnight Sleeping, and Prohibited Activities on Streets, Sidewalks, and Shared-Use Paths, and Amending Sections 4.815, 4.816, 4.860, 4.990, and 5.135 of the Eugene Code, 1971

PREVIOUS COUNCIL DIRECTION

Related to Rental Housing Application Charges

[March 16, 2022 City Council Work Session](#)

Council directed the City Manager to schedule a public hearing prior to Council's summer break and action on the protections included in Phase I as described in the AIS and to include protection #8, a cap of \$10 on application and screening fees, into Phase I.

Councilor Syrett, seconded by Councilor Keating, moved to direct the City Manager to schedule a public hearing prior to council's summer break and action on the protections included in Phase I as described in the AIS and to include #8 application and screening fee cap of \$10.00 into Phase I and provide council with actionable information on items in Phase II by November 1, 2022 and Phase III by February 1, 2023.

Passed 7:1 (opposed by Councilor Clark)

[July 11, 2022 City Council Meeting](#)

Councilor Syrett, seconded by Councilor Keating, moved to adopt an Ordinance Concerning Rental Housing and Amending Sections 8.405, 8.415, 8.425, 8.430, and 8.440 of the Eugene Code, 1971

Passed 6:2 (opposed by Councilors Groves and Clark)

Related to HB 3115/ORS 195.530

[May 15, 2023 Public Hearing](#)

City Council held a public hearing on An Ordinance Concerning Prohibited Camping, Permitted Overnight Sleeping, and Prohibited Activities on Streets, Sidewalks, and Shared-Use Paths, and Amending Sections 4.815, 4.816, 4.860, 4.990, and 5.135 of the Eugene Code, 1971.

[May 24, 2023 City Council Work Session](#)

Councilor Groves, seconded by Councilor Keating, moved to adopt An Ordinance Concerning Prohibited Camping, Permitted Overnight Sleeping, and Prohibited Activities on Streets, Sidewalks, and Shared-Use Paths, and Amending Sections 4.815, 4.816, 4.860, 4.990, and 5.135 of the Eugene Code, 1971, as set forth in Attachment A to this AIS.

Passed 6:2 (opposed by Councilors Semple and Leech)

COUNCIL OPTIONS

1. Take a stated position (support or oppose) regarding the adoption of HB 2967 and/or repeal of HB 3115.

OR

2. Take no position (remain silent or stated neutrality) regarding the adoption of HB 2967 and/or repeal of HB 3115.

POSSIBLE MOTIONS

1. Move to [support/oppose/remain neutral] the legislative effort to adopt **HB 2967**.

AND

2. Move to [support/oppose/remain neutral] the legislative effort to repeal **HB 3115**.

ATTACHMENTS

- A. HB 2967 (2025) which would prohibit residential landlords from charging an applicant screening charge.
- B. SB 593 (2025) which would repeal the statute enacted by House Bill 3115 (2021).

FOR MORE INFORMATION

Staff Contact: Ethan Nelson, Intergovernmental Relations Manager

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Staff E-Mail: enelson@eugene-or.gov

IGR Webpage: <https://www.eugene-or.gov/368/Intergovernmental-Relations>

House Bill 2967

Sponsored by Representative GAMBIA, Senator GORSEK; Representative CHAICHI (Presession filed.)

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**. The statement includes a measure digest written in compliance with applicable readability standards.

Digest: The Act bans applicant screening fees for tenants. (Flesch Readability Score: 71.8). Prohibits residential landlords from charging an applicant screening charge.

A BILL FOR AN ACT

Relating to residential applicant screening charges; amending ORS 90.100, 90.140, 90.295, 90.297, 90.302, 90.555, 90.634, 90.680, 215.490, 456.259 and 646A.614.

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

SECTION 1. ORS 90.295 is amended to read:

90.295. (1)(a) A landlord may **not** require payment of an applicant screening charge [*solely to cover the costs of*] **or other charge for the purpose of** obtaining information about an applicant [*as*] **or for** the landlord to [*processes*] **process** the application for a rental agreement. [*This activity is known as screening and includes but is not limited to checking references and obtaining a consumer credit report or tenant screening report. The landlord must provide the applicant with a receipt for any applicant screening charge. Promptly after each screening conducted by a tenant screening company or consumer credit reporting agency for the landlord, the landlord shall provide the applicant with confirmation of the screening, including a copy of a receipt from the company or agency.*]

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

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

[(3)] **(2)** A landlord may not [*require payment of an applicant screening charge unless prior to accepting the payment*] **apply any screening criteria to an application unless prior to applying the criteria** the landlord:

(a) Adopts written screening or admission criteria;

(b) Gives written notice to the applicant of:

[(A) *The amount of the applicant screening charge;*]

[(B)] **(A)** The landlord's screening or admission criteria;

[(C)] **(B)** The process that the landlord typically will follow in screening the applicant, including whether the landlord uses a tenant screening company, credit reports, public records or criminal

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.

records or contacts employers, landlords or other references;

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

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

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

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

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

[(I) *The applicant's right to a refund of the screening charge under subsection (5) of this section and right to recover damages under subsection (6)(b) of this section; and]*

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

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

[(5) A landlord that requires an applicant screening charge must refund the applicant screening charge to the applicant within 30 days if the landlord:]

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

[(b) Has not conducted or ordered any screening of the applicant before the applicant withdraws the application in writing.]

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

[(b)] (3) The applicant may recover from the landlord twice the amount of any applicant screening charge paid, plus \$250, if[.]

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

[(B) *The landlord does not conduct a screening of the applicant for any reason and fails to refund an applicant screening charge to the applicant within 30 days.*]

SECTION 2. ORS 90.140 is amended to read:

90.140. (1) A landlord may require or accept the following types of payments:

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

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

[(c)] (b) Security deposits, pursuant to ORS 90.300;

[(d)] (c) Fees, pursuant to ORS 90.302;

[(e)] (d) Rent, as defined in ORS 90.100;

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

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

2 [(h)] (g) Late charges or fees, pursuant to ORS 90.260; and

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

5 (2) A tenant who requests a writing that evidences the tenant's payment is entitled to receive
6 that writing from the landlord as a condition for making the payment. The writing may be a receipt,
7 statement of the tenant's account or other acknowledgment of the tenant's payment. The writing
8 must include the amount paid, the date of payment and information identifying the landlord or the
9 rental property. If the tenant makes the payment by mail, deposit or a method other than in person
10 and requests the writing, the landlord shall within a reasonable time provide the tenant with the
11 writing in a manner consistent with ORS 90.150.

12 **SECTION 3.** ORS 90.297 is amended to read:

13 90.297. (1) Except as provided in [ORS 90.295 and in] this section, a landlord may not charge a
14 deposit or fee, however designated, to an applicant who has applied to a landlord to enter a rental
15 agreement for a dwelling unit.

16 (2) A landlord may charge a deposit, however designated, to an applicant for the purpose of se-
17 curing the execution of a rental agreement, after approving the applicant's application but prior to
18 entering into a rental agreement. The landlord must give the applicant a written statement de-
19 scribing:

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

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

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

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

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

32 (6) If a landlord fails to comply with this section, the applicant or tenant, as the case may be,
33 may recover from the landlord the amount of any fee or deposit charged, plus \$150.

34 **SECTION 4.** ORS 90.302 is amended to read:

35 90.302. (1) A landlord may not charge a fee at the beginning of the tenancy for an anticipated
36 landlord expense and may not require the payment of any fee except as provided in this section.
37 A fee must be described in a written rental agreement.

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

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

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

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

1 under ORS 105.836 to 105.842 and 476.725.

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

4 (e) The abandonment or relinquishment of a dwelling unit during a fixed term tenancy without
5 cause. The fee may not exceed one and one-half times the monthly rent. A landlord may not assess
6 a fee under this paragraph if the abandonment or relinquishment is pursuant to ORS 90.453 (2),
7 90.472 or 90.475. If the landlord assesses a fee under this paragraph:

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

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

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

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

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

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

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

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

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

32 (D) May terminate a tenancy for a noncompliance consistent with this chapter instead of as-
33 sessing a fee under this subsection, but may not assess a fee and terminate a tenancy for the same
34 noncompliance.

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

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

39 (A) The late payment of a utility or service charge that the tenant owes the landlord as de-
40 scribed in ORS 90.315.

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

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

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

1 (E) Parking violations.

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

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

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

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

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

13 (6) Nonpayment of a fee is not grounds for termination of a rental agreement for nonpayment
14 of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS
15 90.392 or 90.630 (1).

16 (7) This section does not apply to:

17 (a) Attorney fees awarded pursuant to ORS 90.255;

18 *[(b) Applicant screening charges paid pursuant to ORS 90.295;]*

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

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

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

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

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

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

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

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

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

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

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

43 (9) The landlord may unilaterally amend a rental agreement for a facility subject to ORS 90.505
44 to 90.850 to impose fees authorized by subsection (3) of this section upon a 90-day written notice to
45 the tenant, except that a marina landlord may not impose a noncompliance fee for parking under

subsection (3)(b)(E) of this section.

SECTION 5. ORS 90.100 is amended to read:

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

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

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

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

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

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

[(4)] (3) "Attorney" includes an associate member of the Oregon State Bar practicing law within the member's approved scope of practice.

[(5)] (4) "Bias crime" has the meaning given that term in ORS 147.380.

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

[(7)] (6) "Carbon monoxide alarm" has the meaning given that term in ORS 105.836.

[(8)] (7) "Carbon monoxide source" has the meaning given that term in ORS 105.836.

[(9)] (8) "Conduct" means the commission of an act or the failure to act.

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

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

[(12)] (11) "Domestic violence" means:

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

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

[(13)] (12) "Drug and alcohol free housing" means a dwelling unit described in ORS 90.243.

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

[(15)] (14) "Essential service" means:

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

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

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

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

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

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

11 [(16)] (15) "Facility" means a manufactured dwelling park or a marina.

12 [(17)] (16) "Fee" means a nonrefundable payment of money.

13 [(18)] (17) "First class mail" does not include certified or registered mail, or any other form of
14 mail that may delay or hinder actual delivery of mail to the recipient.

15 [(19)] (18) "Fixed term tenancy" means a tenancy that has a fixed term of existence, continuing
16 to a specific ending date and terminating on that date without requiring further notice to effect the
17 termination.

18 [(20)] (19) "Floating home" has the meaning given that term in ORS 830.700. "Floating home"
19 includes an accessory building or structure.

20 [(21)] (20) "Good faith" means honesty in fact in the conduct of the transaction concerned.

21 [(22)] (21) "Hazard tree" means a tree that:

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

23 (b) Measures at least eight inches DBH; and

24 (c) Is considered, by an arborist licensed as a landscape construction professional pursuant to
25 ORS 671.560 and certified by the International Society of Arboriculture, to pose an unreasonable
26 risk of causing serious physical harm or damage to individuals or property in the near future.

27 [(23)] (22) "Hotel or motel" means "hotel" as that term is defined in ORS 699.005.

28 [(24)] (23) "Informal dispute resolution" includes voluntary consultation between the landlord
29 or landlord's agent and one or more tenants or voluntary mediation utilizing the services of a third
30 party, but does not include mandatory mediation or arbitration.

31 [(25)] (24)(a) "Landlord" means the owner, lessor or sublessor of the dwelling unit or the
32 building or premises of which it is a part.

33 (b) "Landlord" includes a person who is authorized by the owner, lessor or sublessor to manage
34 the premises or to enter into a rental agreement.

35 [(26)] (25) "Landlord's agent" means a person who has oral or written authority, either express
36 or implied, to act for or on behalf of a landlord.

37 [(27)] (26) "Last month's rent deposit" means a type of security deposit, however designated, the
38 primary function of which is to secure the payment of rent for the last month of the tenancy.

39 [(28)] (27) "Manufactured dwelling" means a residential trailer, a mobile home or a manufac-
40 tured home as those terms are defined in ORS 446.003 or a prefabricated structure. "Manufactured
41 dwelling" includes an accessory building or structure.

42 [(29)] (28) "Manufactured dwelling park" means a place where four or more manufactured
43 dwellings are located, the primary purpose of which is to rent space or keep space for rent to any
44 person for a charge or fee.

45 [(30)] (29) "Marina" means a moorage of contiguous dwelling units that may be legally trans-

ferred as a single unit and are owned by one person where four or more floating homes are secured, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee.

[(31)] (30) "Marina purchase association" means a group of three or more tenants who reside in a marina and have organized for the purpose of eventual purchase of the marina.

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

[(33)] (32) "Organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity.

[(34)] (33) "Owner" includes a mortgagee in possession and means one or more persons, jointly or severally, in whom is vested:

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

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

[(35)] (34) "Person" includes an individual or organization.

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

[(37)] (36) "Premises" means:

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

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

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

[(38)] (37) "Prepaid rent" means any payment of money to the landlord for a rent obligation not yet due. In addition, "prepaid rent" means rent paid for a period extending beyond a termination date.

[(39)] (38) "Recreational vehicle" has the meaning given that term in ORS 174.101.

[(40)] (39) "Recreational vehicle park" has the meaning given that term in ORS 197.492.

[(41)(a)] (40)(a) "Rent" means any payment to be made to the landlord under the rental agreement, periodic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a dwelling unit to the exclusion of others and to use the premises.

(b) "Rent" does not include security deposits, fees or utility or service charges as described in ORS 90.315 (4) and 90.562.

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

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

[(44)] (43)(a) "Screening or admission criteria" means a written statement of any factors a landlord considers in deciding whether to accept or reject an applicant and any qualifications re-

1 quired for acceptance.

2 (b) "Screening or admission criteria" includes, but is not limited to, the rental history, character
3 references, public records, criminal records, credit reports, credit references and incomes or re-
4 sources of the applicant.

5 [(45)] (44)(a) "Security deposit" means a 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.

8 (b) "Security deposit" does not include a fee.

9 [(46)] (45) "Sexual assault" has the meaning given that term in ORS 147.450.

10 [(47)] (46)(a) "Squatter" means a person occupying a dwelling unit who is not so entitled under
11 a rental agreement or who is not authorized by the tenant to occupy that dwelling unit.

12 (b) "Squatter" does not include a tenant who holds over as described in ORS 90.427 (11).

13 [(48)] (47) "Stalking" means the behavior described in ORS 163.732.

14 [(49)] (48) "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 [(50)] (49) "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 [(51)] (50) "Tenant":

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

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

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

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

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

29 [(52)] (51) "Transient lodging" means a room or a suite of rooms.

30 [(53)] (52) "Transient occupancy" means occupancy in transient lodging that has all of the fol-
31 lowing characteristics:

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

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

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

36 [(54)] (53) "Vacation occupancy" means occupancy in a dwelling unit, not including transient
37 occupancy in a hotel or motel, that:

38 (a) Has all of the following characteristics:

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

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

41 (C) The period of authorized occupancy does not exceed 45 days; or

42 (b) Is for the rental of a space in a recreational vehicle park on which a recreational vehicle
43 owned by the occupant will be located and for which:

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

45 (B) The occupant has a principal residence other than at the space;

(C) The period of authorized occupancy does not exceed 90 days;

(D) The recreational vehicle is required to be removed from the park at the end of the occupancy period before a new occupancy may begin; and

(E) A written agreement is signed by the occupant that substantially states: "Your occupancy of this recreational vehicle park is a vacation occupancy and is NOT subject to the Oregon Residential Landlord and Tenant Act (ORS chapter 90)."

[(55)] (54) "Victim" means:

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

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

[(56)] (55) "Week-to-week tenancy" means a tenancy that has all of the following characteristics:

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

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

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

SECTION 6. ORS 90.680 is amended to read:

90.680. (1) As used in this section, "consignment" means an agreement in which a tenant authorizes a landlord to sell a manufactured dwelling or floating home on behalf of the tenant who owns the dwelling or home in a facility that is owned by the landlord and for which the landlord receives compensation.

(2) A landlord may not deny any manufactured dwelling or floating home space tenant the right to sell a manufactured dwelling or floating home on a rented space or require the tenant to remove the dwelling or home from the space solely on the basis of the sale.

(3) A landlord may not require, as a condition of a tenant's occupancy, consignment of the tenant's manufactured dwelling or floating home.

(4)(a) A landlord may sell a tenant's manufactured dwelling or floating home on consignment only if:

(A) The sale involves a dwelling in a facility and the landlord is licensed to sell dwellings under ORS 446.661 to 446.756. The license may be held by a person that differs from the person that owns the facility and is the landlord, if there is common ownership between the two.

(B) The landlord and tenant first enter into a written consignment contract that specifies at a minimum:

(i) The duration of the contract, which, unless extended in writing, may not exceed 180 days;

(ii) The estimated square footage of the dwelling or home, and the make, model, year, vehicle identification number and license plate number, if known;

(iii) The price offered for sale of the dwelling or home;

(iv) Whether lender financing is permitted and the amount, if any, of the earnest money deposit;

(v) Whether the transaction is intended to be closed through a state-licensed escrow;

(vi) All liens, taxes and other charges known to be in existence against the dwelling or home that must be removed before the tenant can convey marketable title to a prospective buyer;

(vii) The method of marketing the sale of a dwelling or home to the public, such as signs posted

1 at the facility or through advertisements posted on the Internet or published in newspapers or in
2 other publications;

3 (viii) The form and amount of compensation to the landlord, such as a fixed fee, a percentage
4 of the gross sale price or another similar arrangement. If the form of compensation is a fixed fee,
5 the contract shall state the amount; and

6 (ix) For the purpose of determining the net sale proceeds that are payable to the tenant, the
7 manner and order by which the gross sale proceeds will be applied to liens, taxes, actual costs of
8 sale, landlord compensation and other closing costs.

9 (C) Within 10 days after a sale, the landlord pays to the tenant the tenant's share of the sale
10 proceeds and provides to the tenant a written accounting for the sale proceeds.

11 (b) The landlord may not exact a commission or fee, however designated, or retain a portion of
12 any sale proceeds for the sale of a manufactured dwelling or floating home on a rented space unless
13 the landlord has acted as representative for the seller pursuant to a written consignment contract.

14 (5)(a) The landlord may not deny the tenant the right to place a "for sale" sign on or in a
15 manufactured dwelling or floating home owned by the tenant. The size, placement and character of
16 such signs shall be subject to reasonable rules of the landlord.

17 (b) If the landlord advertises a manufactured dwelling or floating home for sale within the fa-
18 cility, the tenant may advertise the sale of the tenant's dwelling or home by posting a sign in a
19 similar manner and similar location.

20 (6) A landlord may not knowingly make false statements to a prospective purchaser about the
21 quality of a tenant's manufactured dwelling or floating home.

22 (7) Nothing in this section prevents a landlord from selling to a prospective purchaser a manu-
23 factured dwelling or floating home owned by the landlord at a price or on terms, including space
24 rent, that are more favorable than the price and terms offered for dwellings or homes that are for
25 sale by a tenant.

26 (8) If the prospective purchaser of a manufactured dwelling or floating home desires to leave the
27 dwelling or home on the rented space and become a tenant, the landlord may require in the rental
28 agreement:

29 (a) Except when a termination or abandonment occurs, that a tenant give not more than 10 days'
30 notice in writing prior to the sale of the dwelling or home on a rented space;

31 (b) That prior to the sale, the prospective purchaser submit to the landlord a complete and ac-
32 curate written application for occupancy of the dwelling or home as a tenant after the sale is fi-
33 nalized and that a prospective purchaser may not occupy the dwelling or home until after the
34 prospective purchaser is accepted by the landlord as a tenant;

35 (c) That a tenant give notice to any lienholder, prospective purchaser or person licensed to sell
36 dwellings or homes of the requirements of paragraphs (b) and (d) of this subsection, the location of
37 all properly functioning smoke alarms and any other rules and regulations of the facility such as
38 those described in ORS 90.510 (5)(b), (f), (g), (i) and (j); and

39 (d) If the sale is not by a lienholder, that the prospective purchaser pay in full all rents, fees,
40 deposits or charges owed by the tenant as authorized under ORS 90.140 and the rental agreement,
41 prior to the landlord's acceptance of the prospective purchaser as a tenant.

42 (9)(a) If a landlord requires a prospective purchaser to submit an application for occupancy as
43 a tenant under subsection (8) of this section, the landlord shall provide, upon request from the pur-
44 chaser, a copy of the application. At the time that the landlord gives the prospective purchaser an
45 application the landlord shall also give the prospective purchaser:

1 (A) Copies of the statement of policy, the rental agreement and the facility rules and regu-
2 lations, including any conditions imposed on a subsequent sale, all as provided by ORS 90.510;

3 (B) Copies of any outstanding notices given to the tenant under ORS 90.632;

4 (C) A list of any disrepair or deterioration of the manufactured dwelling or floating home;

5 (D) A list of any failures to maintain the space or to comply with any other provisions of the
6 rental agreement, including aesthetic or cosmetic improvements; and

7 (E) A statement that the landlord may require a prospective purchaser to complete repairs,
8 maintenance and improvements as described in the notices and lists provided under subparagraphs
9 (B) to (D) of this paragraph.

10 (b) The terms of the statement, rental agreement and rules and regulations need not be the same
11 as those in the selling tenant's statement, rental agreement and rules and regulations.

12 (c) Consistent with ORS 90.305 (4)(b), a landlord may require a prospective purchaser to pay a
13 reasonable copying charge for the documents.

14 (d) If a prospective purchaser agrees, a landlord may provide the documents in an electronic
15 format.

16 (10) The following apply if a landlord receives an application for tenancy from a prospective
17 purchaser under subsection (8) of this section:

18 (a) The landlord shall accept or reject the prospective purchaser's application within seven days
19 following the day the landlord receives a complete and accurate written application. An application
20 is not complete until the prospective purchaser [*pays any required applicant screening charge and*]
21 provides the landlord with all information and documentation, including any financial data and ref-
22 erences, required by the landlord pursuant to ORS 90.510 (5)(i). The landlord and the prospective
23 purchaser may agree to a longer time period for the landlord to evaluate the prospective purchaser's
24 application or to allow the prospective purchaser to address any failure to meet the landlord's
25 screening or admission criteria. If a tenant has not previously given the landlord the 10 days' notice
26 required under subsection (8)(a) of this section, the period provided for the landlord to accept or
27 reject a complete and accurate written application is extended to 10 days.

28 (b) When a landlord considers an application for tenancy from a prospective purchaser of a
29 dwelling or home from a tenant, the landlord shall apply to the prospective purchaser credit and
30 conduct screening criteria that are substantially similar to the credit and conduct screening criteria
31 the landlord applies to a prospective purchaser of a dwelling or home from the landlord.

32 (c) The landlord may not unreasonably reject a prospective purchaser as a tenant. Reasonable
33 cause for rejection includes, but is not limited to, failure of the prospective purchaser to meet the
34 landlord's conditions for approval as provided in ORS 90.510 (5)(i) or failure of the prospective
35 purchaser's references to respond to the landlord's timely request for verification within the time
36 allowed for acceptance or rejection under paragraph (a) of this subsection. Except as provided in
37 paragraph (d) of this subsection, the landlord shall furnish to the seller and purchaser a written
38 statement of the reasons for the rejection.

39 (d) If a rejection under paragraph (c) of this subsection is based upon a consumer report, as
40 defined in 15 U.S.C. 1681a for purposes of the federal Fair Credit Reporting Act, the landlord may
41 not disclose the contents of the report to anyone other than the purchaser. The landlord shall dis-
42 close to the seller in writing that the rejection is based upon information contained within a con-
43 sumer report and that the landlord may not disclose the information within the report.

44 (11) The following apply if a landlord does not require a prospective purchaser to submit an
45 application for occupancy as a tenant under subsection (8) of this section or if the landlord does not

1 accept or reject the prospective purchaser as a tenant within the time required under subsection
2 (10) of this section:

3 (a) The landlord waives any right to bring an action against the tenant under the rental agree-
4 ment for breach of the landlord's right to establish conditions upon and approve a prospective pur-
5 chaser of the tenant's dwelling or home;

6 (b) The prospective purchaser, upon completion of the sale, may occupy the dwelling or home
7 as a tenant under the same conditions and terms as the tenant who sold the dwelling or home; and

8 (c) If the prospective purchaser becomes a new tenant, the landlord may impose conditions or
9 terms on the tenancy that are inconsistent with the terms and conditions of the seller's rental
10 agreement only if the new tenant agrees in writing.

11 (12) A landlord may not, because of the age, size, style or original construction material of the
12 dwelling or home or because the dwelling or home was built prior to adoption of the National
13 Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5403), in compli-
14 ance with the standards of that Act in effect at that time or in compliance with the state building
15 code as defined in ORS 455.010:

16 (a) Reject an application for tenancy from a prospective purchaser of an existing dwelling or
17 home on a rented space within a facility; or

18 (b) Require a prospective purchaser of an existing dwelling or home on a rented space within
19 a facility to remove the dwelling or home from the rented space.

20 (13) A tenant who has received a notice pursuant to ORS 90.632 may sell the tenant's dwelling
21 or home in compliance with this section during the notice period. The tenant shall provide a pro-
22 spective purchaser with a copy of any outstanding notice given to the tenant under ORS 90.632 prior
23 to a sale. If the tenancy has been terminated pursuant to ORS 90.632, or the notice period provided
24 in ORS 90.632 has expired without a correction of cause or extension of time to correct, a prospec-
25 tive purchaser does not have a right to leave the dwelling or home on the rented space and become
26 a tenant.

27 (14) The following applies to a landlord that accepts a prospective purchaser as a tenant under
28 subsection (10) of this section:

29 (a) Notwithstanding any waiver given by the landlord to the previous tenant, the landlord may
30 require the new tenant to complete the repairs, maintenance and improvements described in the
31 notices provided under subsection (9)(a)(B) to (D) of this section.

32 (b) Notwithstanding ORS 90.412, if the new tenant fails to complete the repairs, maintenance and
33 improvements described in the notices provided under subsection (9)(a)(B) to (D) of this section
34 within six months after the tenancy begins, the landlord may terminate the tenancy by giving the
35 new tenant the notice required under ORS 90.630 or 90.632.

36 (15) Except as provided by subsection (13) of this section, after a tenancy has ended and during
37 the period provided by ORS 90.675 (6) and (8), a former tenant retains the right to sell the tenant's
38 dwelling or home to a purchaser who wishes to leave the dwelling or home on the rented space and
39 become a tenant as provided by this section, if the former tenant makes timely periodic payment of
40 all storage charges as provided by ORS 90.675 (7)(b), maintains the dwelling or home and the rented
41 space on which it is stored and enters the premises only with the written permission of the landlord.
42 Payment of the storage charges or maintenance of the dwelling or home and the space does not
43 create or reinstate a tenancy or create a waiver pursuant to ORS 90.412 or 90.417. A former tenant
44 may not enter the premises without the written permission of the landlord, including entry to
45 maintain the dwelling or home or the space or to facilitate a sale.

(16) A landlord or tenant who sells a manufactured dwelling or floating home shall deliver title to the dwelling or home to the purchaser within 25 business days after completion of the sale. If the sale by contract requires future payments, the landlord or tenant shall notify the county that the purchaser is responsible for property tax payments.

SECTION 7. ORS 90.555 is amended to read:

90.555. (1) As used in this section:

(a) “Actively markets for sale” means that the facility tenant:

(A) Places a for-sale sign on the dwelling or home;

(B) Retains a broker, real estate agent, or manufactured structure dealer to assist in the sale; and

(C) Advertises the dwelling or home for sale in a newspaper or online.

(b) “Facility landlord” means the landlord of the facility.

(c) “Facility tenant” means the owner of the manufactured dwelling or floating home, who is the tenant of the facility landlord under the rental agreement.

(d) “Rental agreement” means the rental agreement between the facility landlord and facility tenant.

(e) “Renter” means a person other than the facility tenant who is lawfully occupying the manufactured dwelling or floating home under a subleasing agreement.

(f) “Subleasing agreement” means the written agreement between the facility landlord, facility tenant, and renter concerning the occupancy of the renter and the rights of the parties.

(2) A facility tenant may not rent the facility tenant’s manufactured dwelling or floating home to another person for a period exceeding three days unless the facility landlord, facility tenant and renter enter into a written subleasing agreement specifying the rights and obligations of the facility landlord, facility tenant and renter during the renter’s occupancy of the dwelling or home. The subleasing agreement shall require the renter to timely pay to the facility landlord the space rent, any separately assessed fees payable under the rental agreement and any separately billed utility or service charge described in ORS 90.560 to 90.584. The subleasing agreement shall also grant the renter the same rights as the facility tenant to cure a violation of the rental agreement for the facility space, to require the facility landlord to comply with ORS 90.730 and to be protected from retaliatory conduct under ORS 90.765. This subsection does not authorize a facility tenant to sublease to a renter in violation of the rental agreement.

(3) Notwithstanding **the definition of “tenant” in ORS 90.100 [(51)]**, a facility tenant who enters into a subleasing agreement remains the tenant of the facility space and retains all rights and obligations under the rental agreement and this chapter. The occupancy by a renter does not constitute abandonment of the dwelling or home by the facility tenant.

(4) The rights and obligations of the renter under a subleasing agreement are in addition to the rights and obligations retained by the facility tenant under subsection (3) of this section and any rights or obligations of the facility tenant and renter under ORS 90.100 to 90.465.

(5) Unless otherwise provided in the subleasing agreement, and without regard to whether the facility landlord terminates the rental agreement, a facility landlord may terminate a subleasing agreement:

(a) Without cause by giving the renter written notice not less than 30 days prior to the termination;

(b) If a condition described in ORS 90.380 (5)(b) exists for the facility space, by giving the renter the same notice to which the facility tenant is entitled under ORS 90.380 (5)(b); or

1 (c) Subject to the right to cure:

2 (A) For nonpayment of facility space rent under ORS 90.394 or 90.630; or

3 (B) For any conduct by the renter that would be a violation of the rental agreement under ORS
4 90.396 or 90.398 if committed by the facility tenant.

5 (6) Upon termination of a subleasing agreement by the facility landlord, whether with or without
6 cause, the renter and the facility tenant are excused from continued performance under any sub-
7 leasing agreement.

8 (7)(a) If, during the term of a subleasing agreement, the facility landlord gives notice to the fa-
9 cility tenant of a rental agreement violation, a law or ordinance violation or the facility's closure,
10 conversion or sale, the landlord shall also promptly give a copy of the notice to the renter. The
11 giving of notice to the renter does not constitute notice to the facility tenant unless the facility
12 tenant has expressly appointed the renter as the facility tenant's agent for purposes of receiving
13 notice.

14 (b) If the facility landlord gives notice to the renter that the landlord is terminating the sub-
15 leasing agreement, the landlord shall also promptly give a copy of the notice to the facility tenant
16 by written notice.

17 (c) If, during the term of a subleasing agreement, the facility tenant gives notice to the facility
18 landlord of a rental agreement violation, termination of tenancy or sale of the manufactured dwell-
19 ing or floating home, the facility tenant shall also promptly give a copy of the notice to the renter.

20 (d) If the renter gives notice to the facility landlord of a violation of ORS 90.730, the renter shall
21 also promptly give a copy of the notice to the facility tenant.

22 (8) Before entering into a sublease agreement, the facility landlord may screen a renter under
23 ORS 90.303, but may not apply to the renter credit and conduct screening criteria that is more re-
24 strictive than the landlord applies to applicants for a tenancy of a dwelling or home that is either
25 owned by the landlord or on consignment with the landlord under ORS 90.680.

26 (9) Notwithstanding subsection (2) of this section, if a facility landlord rents or has a policy of
27 renting manufactured dwellings or floating homes that are listed for sale by the facility landlord, the
28 facility landlord may not prohibit the facility tenant from entering into a subleasing agreement while
29 the facility tenant actively markets for sale the facility tenant's manufactured dwelling or floating
30 home.

31 **SECTION 8.** ORS 90.634 is amended to read:

32 90.634. (1) A landlord may not assert a lien under ORS 87.162 for dwelling unit rent against a
33 manufactured dwelling or floating home located in a facility. Notwithstanding ORS 90.100 [(51)] (50)
34 and 90.675 and regardless of whether the owner of a manufactured dwelling or floating home occu-
35 pies the dwelling or home as a residence, a facility landlord that is entitled to unpaid rent and re-
36 ceives possession of the facility space from the sheriff following restitution pursuant to ORS 105.161
37 may sell or dispose of the dwelling or home as provided in ORS 90.675.

38 (2) If a manufactured dwelling or floating home was occupied immediately prior to abandonment
39 by a person other than the facility tenant, and the name and address of the person are known to the
40 landlord, a landlord selling or disposing of the dwelling or home under subsection (1) of this section
41 shall promptly send the person a copy of the notice sent to the facility tenant under ORS 90.675 (3).
42 Notwithstanding ORS 90.425, the facility landlord may sell or dispose of goods left in the dwelling
43 or home or upon the dwelling unit by the person in the same manner as if the goods were left by
44 the facility tenant. If the name and address of the person are known to the facility landlord, the
45 landlord shall promptly send the person a copy of the written notice sent to the facility tenant under

1 ORS 90.425 (3) and allow the person the time described in the notice to arrange for removal of the
2 goods.

3 **SECTION 9.** ORS 215.490 is amended to read:

4 215.490. (1) As used in this section:

5 (a) "Recreational vehicle" means a recreational vehicle that has not been rendered structurally
6 immobile and is titled with the Department of Transportation.

7 (b) "Rural area" means an area zoned for rural residential use as defined in ORS 215.501 or land
8 that is within the urban growth boundary of a metropolitan service district, but not within the ju-
9 risdiction of any city, and zoned for residential use.

10 (2) A county may allow an owner of a lot or parcel in a rural area to site on the property one
11 recreational vehicle that is used for residential purposes and is subject to a residential rental
12 agreement, provided:

13 (a) The property is not within an area designated as an urban reserve as defined in ORS
14 197A.230;

15 (b) A single-family dwelling that is occupied as the primary residence of the property owner is
16 sited on the property;

17 (c) There are no other dwelling units on the property and no portion of the single-family dwell-
18 ing is rented as a residential tenancy;

19 (d) The property owner will not allow the use of the recreational vehicle space or recreational
20 vehicle for vacation occupancy, as defined in ORS 90.100, or other short-term uses;

21 (e) The recreational vehicle is owned or leased by the tenant; and

22 (f) The property owner will provide essential services to the recreational vehicle space, as de-
23 scribed in ORS 90.100 [(15)(b)] (14)(b).

24 (3) A county may require that an owner of a lot or parcel who sites a recreational vehicle under
25 this section:

26 (a) Register the use with the county.

27 (b) Enter into a written residential rental agreement with the tenant of the recreational vehicle.

28 (c) Limit the amount of payments that the property owner may accept from the tenant under
29 ORS 90.140 to those reasonably necessary to cover the owner's costs or losses.

30 (d) Require that the recreational vehicle comply with any reasonable appearance, repair, in-
31 spection or siting standards adopted by the county.

32 (4) Notwithstanding ORS 455.405, a recreational vehicle sited under this section is not subject
33 to the state building code.

34 **SECTION 10.** ORS 456.259 is amended to read:

35 456.259. (1) In addition to notices given under ORS 456.260 and 456.262, the owner of publicly
36 supported housing as described in ORS 456.250 (6)(a)(B) in which the Housing and Community Ser-
37 vices Department is a party to the contract must provide notice to the tenants under this section
38 before the owner withdraws the participating property from publicly supported housing.

39 (2) The notice required under this section must be in plain language and must include:

40 (a) That the owner intends to withdraw the property from publicly supported housing upon the
41 specified termination date;

42 (b) An explanation and any expiration date of any safe harbor provisions which may allow the
43 tenant to retain the tenancy after the affordability restriction is terminated, including the provisions
44 of ORS 456.267;

45 (c) Information about tenant resources, as may be required by the department by rule; and

(d) Other information required by the department by rule.

(3) The notice required under this section must be delivered no more than 24 months and at least 20 months before the termination date by:

(a) First class mail to:

(A) Any tenant residing at the participating property at the tenant's mailing address; and

(B) The Director of the Housing and Community Services Department; and

(b) Posting the notice in a common area of the property.

(4) During the period 20 months prior to the termination date, the owner *[must]* **shall** give a copy of the notice required under this section to any prospective tenant of the property before the owner or landlord may *[assess a screening charge under ORS 90.295 or]* enter into a rental agreement.

(5) If an owner fails to give notices required under subsection (3) or (4) of this section, the owner shall:

(a) Extend the termination date until no earlier than 20 months after delivery of all notices required under subsection (3) or (4) of this section; and

(b) Provide notice of the extension to the department and to each tenant that is entitled to notice under this section.

SECTION 11. ORS 646A.614 is amended to read:

646A.614. (1) The provisions of ORS 646A.606 to 646A.610 do not apply to the use of a consumer report or a protective record by or for any of the following:

(a) A person, or the person's subsidiary, affiliate, agent or assignee with which the consumer or protected consumer has or, prior to assignment, had an account, contract or debtor-creditor relationship for the purposes of reviewing the account or collecting the financial obligation owing for the account, contract or debtor-creditor relationship. For purposes of this subsection, "reviewing the account" includes activities related to account maintenance, monitoring, credit line increases and account upgrades and enhancements.

(b) Any person acting pursuant to a judgment, court order, warrant or subpoena.

(c) A federal, state or local governmental entity, a law enforcement agency or court, or an agent or assignee of the federal, state or local governmental entity, law enforcement agency or court, for the purpose of investigating fraud or investigating or collecting delinquent taxes, unpaid judgments or court orders or acting otherwise to fulfill statutory or regulatory duties, if the activities or statutory or regulatory duties are consistent with a permissible purpose under section 604 of the federal Fair Credit Reporting Act (15 U.S.C. 1681b) as that Act existed on October 1, 2007.

(d) The use of credit information for the purposes of prescreening in accordance with the federal Fair Credit Reporting Act (15 U.S.C. 1681 et seq.) as that Act existed on October 1, 2007.

(e) Any person for the sole purpose of providing a credit file monitoring subscription service, or similar service to which the consumer or protected consumer has subscribed or to which a representative has subscribed on behalf of the protected consumer.

(f) A consumer reporting agency for the sole purpose of providing a consumer, a protected consumer or a representative with a copy of the consumer's or protected consumer's consumer report upon the consumer's, protected consumer's or representative's request.

(g) Any person or entity for the purpose of setting or adjusting rates, for handling claims or underwriting for insurance purposes, to the extent permitted by law.

(h) A subsidiary, affiliate, agent, assignee or prospective assignee of a person to whom access has been granted under ORS 646A.608 (3) for purposes of facilitating the extension of credit or other

1 permissible use.

2 (i) A child support agency acting pursuant to Title IV-D of the Social Security Act (42 U.S.C.
3 651 et seq.) as that Act existed on October 1, 2007.

4 (j) A person for the sole purpose of screening an applicant for a residential dwelling unit [*as*
5 *described in ORS 90.295 (1)*].

6 (2) The provisions of ORS 646A.606 to 646A.610 do not apply to a protective record used:

7 (a) By an entity listed in ORS 646A.618 (2); or

8 (b) For purposes other than an extension of credit, including:

9 (A) Compiling a criminal record;

10 (B) Detecting or preventing fraud;

11 (C) Compiling a personal loss history; or

12 (D) Screening an applicant for employment, tenancy or other background checking purposes.
13 _____

Senate Bill 593

Sponsored by Senator MEEK (Presession filed.)

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**. The statement includes a measure digest written in compliance with applicable readability standards.

Digest: The Act would repeal the law that set a state standard for city and county laws that govern the use of public property by the homeless. (Flesch Readability Score: 63.3).

Repeals the statute enacted by House Bill 3115 (2021) that established objective reasonableness as a statewide standard for city and county laws regulating the use of public property with respect to persons experiencing homelessness, as the basis for a cause of action for injunctive and declaratory relief to challenge such laws and as an affirmative defense in the prosecution of violations of such laws.

Declares an emergency, effective on passage.

A BILL FOR AN ACT

Relating to the regulation of public property with respect to persons experiencing homelessness; repealing ORS 195.530; and declaring an emergency.

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

SECTION 1. ORS 195.530 is repealed.

SECTION 2. This 2025 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2025 Act takes effect on its passage.

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.