

# House Bill 2240

Introduced and printed pursuant to House Rule 12.00. Pre-session filed (at the request of Governor Kate Brown)

## 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**.

Prohibits landlord from terminating month-to-month tenancy without cause. Allows landlord to terminate month-to-month tenancy without cause under certain circumstances or if landlord provides tenant with relocation assistance equal to three months' rent. Requires landlord to provide 90 days' written notice for tenancy renewal or termination under certain circumstances. Permits tenant to renew rental agreement if landlord did not invoke exception or terminate for cause.

Declares emergency, effective on passage.

## A BILL FOR AN ACT

1  
2 Relating to residential tenancies; creating new provisions; amending ORS 90.230, 90.427, 90.429,  
3 90.545 and 105.124; and declaring an emergency.

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

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

6 90.427. (1) As used in this section, [*“first year of occupancy” includes all periods in which any*  
7 *of the tenants has resided in the dwelling unit for one year or less*] **“immediate family” means a**  
8 **spouse, child, stepchild or parent.**

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

12 (3) If a tenancy is a month-to-month tenancy:

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

16 [*(b) At any time during the first year of occupancy, the landlord may terminate the tenancy by*  
17 *giving the tenant notice in writing not less than 30 days prior to the date designated in the notice for*  
18 *the termination of the tenancy.*]

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

22 **(b) The landlord may not terminate the tenancy at any time during the tenancy except:**

23 **(A) For cause and with notice as described in ORS 90.392, 90.394 or 90.396; or**

24 **(B) Under an exception and with notice as described in subsection (5) of this section.**

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

27 (a) At any time during the fixed term, notwithstanding subsection (3) of this section[,]:

28 **(A) The [landlord or the] tenant may terminate the tenancy without cause by giving the [other]**  
29 **landlord** notice in writing not less than 30 days prior to the specified ending date for the fixed term

**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 or not less than 30 days prior to the date designated in the notice for the termination of the tenancy,  
 2 whichever is later.

3 **(B) The landlord may terminate the tenancy without cause by giving the tenant notice**  
 4 **in writing not less than 90 days prior to the specified ending date for the fixed term or not**  
 5 **less than 90 days prior to the date designated in the notice for the termination of the**  
 6 **tenancy, whichever is later.**

7 (b) After the specified ending date for the fixed term, at any time during the month-to-month  
 8 tenancy, the landlord may [*terminate the tenancy without cause only by giving the tenant notice in*  
 9 *writing not less than 60 days prior to the date designated in the notice for the termination of the*  
 10 *tenancy.*] **not terminate the tenancy except:**

11 **(A) For cause and with notice as described in ORS 90.392, 90.394 or 90.396; or**

12 **(B) Under an exception and with notice as described in subsection (5) of this section.**

13 (5) Notwithstanding subsections [(3)(c)] **(3)(b)** and (4)(b) of this section, the landlord may termi-  
 14 nate a month-to-month tenancy at any time by giving the tenant notice in writing not less than  
 15 [30] **90** days prior to the date designated in the notice for the termination of the tenancy if:

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

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

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

21 **(a) The landlord has:**

22 **(A) Accepted an offer to purchase the dwelling unit separately from any other dwelling**  
 23 **unit from a person who intends in good faith to occupy the dwelling unit as the person's**  
 24 **primary residence; and**

25 **(B) Provided the notice, and written evidence of the offer to purchase the dwelling unit,**  
 26 **to the tenant not more than 120 days after accepting the offer to purchase;**

27 **(b) The landlord or a member of the landlord's immediate family intends in good faith to**  
 28 **occupy the dwelling unit as a primary residence;**

29 **(c) The property is scheduled to undergo repairs or renovations that will cause the**  
 30 **dwelling unit to be uninhabitable, as described in ORS 90.320, or lacking one or more essen-**  
 31 **tial services for 30 days or more;**

32 **(d) The landlord intends to convert the dwelling unit to a use other than a residential**  
 33 **use; or**

34 **(e) The landlord provides the tenant with relocation assistance in an amount equal to**  
 35 **three months' rent.**

36 (6) The tenancy shall terminate on the date designated and without regard to the expiration of  
 37 the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed,  
 38 rent is uniformly apportionable from day to day.

39 (7) If the tenant remains in possession without the landlord's consent after expiration of the  
 40 term of the rental agreement or its termination, the landlord may bring an action for possession. In  
 41 addition, the landlord may recover from the tenant any actual damages resulting from the tenant  
 42 holding over, including the value of any rent accruing from the expiration or termination of the  
 43 rental agreement until the landlord knows or should know that the tenant has relinquished pos-  
 44 session to the landlord. If the landlord consents to the tenant's continued occupancy, ORS 90.220 (7)  
 45 applies.

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

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

7        [(A) The notice is given without stated cause;]

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

9        [(C) The person giving the notice need not prove the reason for the termination in a court action.]

10       [(9) Subsections (2) to (5) of this section do not apply to a month-to-month tenancy subject to ORS  
11 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to 90.850.]

12       **(8)(a) A landlord that terminates a tenancy in violation of this section, or terminates a**  
13 **tenancy under subsection (5) of this section in bad faith, shall be liable to the tenant in an**  
14 **amount equal to three months' rent as well as actual damages, reasonable attorney fees and**  
15 **costs incurred by the tenant as a result of the tenancy termination.**

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

19       **SECTION 2. Section 3 of this 2017 Act is added to and made a part of ORS chapter 90.**

20       **SECTION 3. (1) At any time during a tenancy, a tenant may elect to renew the rental**  
21 **agreement by giving the landlord notice in writing not less than 30 days prior to the date**  
22 **designated for termination of the tenancy.**

23       **(2) A tenant may not elect to renew a rental agreement under subsection (1) of this**  
24 **section if the landlord has delivered written notice to terminate the rental agreement:**

25       **(a) Under an exception described in ORS 90.427 (5); or**

26       **(b) For cause as described in ORS 90.392, 90.394 or 90.396 and has commenced an action**  
27 **to take possession of the premises as provided in ORS 105.105 to 105.168.**

28       **SECTION 4. ORS 90.429 is amended to read:**

29       90.429. (1) If a tenancy consists of rented space for a manufactured dwelling or floating home  
30 that is owned by the tenant, but the tenancy is not subject to ORS 90.505 to 90.850 because the  
31 space is not in a facility, the landlord may **not** terminate a month-to-month tenancy without a cause  
32 [specified in ORS 90.392, 90.394 or 90.396 only], **except as provided by ORS 90.427 (3) and** by de-  
33 livering a written notice of termination to the tenant not less than 180 days before the termination  
34 date designated in that notice.

35       [(2)(a)] **(2) A notice given to terminate a tenancy under subsection (1) of this section [need not**  
36 **state a] must state the reason for the termination.**

37       [(b) Notwithstanding paragraph (a) of this subsection, a landlord may include in a notice of ter-  
38 mination given under subsection (1) of this section an explanation of the reason for the termination  
39 without having to prove the reason. An explanation does not give the tenant a right to cure the reason  
40 if the notice states that:]

41       [(A) The notice is given without stated cause;]

42       [(B) The tenant does not have a right to cure the reason for the termination; and]

43       [(C) The landlord need not prove the reason for the termination in a court action.]

44       **SECTION 5. ORS 90.545 is amended to read:**

45       90.545. (1) Except as provided under subsections (2) to (6) of this section, a fixed term tenancy

1 for space for a manufactured dwelling or floating home, upon reaching its ending date, automatically  
 2 renews as a month-to-month tenancy having the same terms and conditions, other than duration and  
 3 rent increases under ORS 90.600, unless the tenancy is terminated under ORS 90.380 (5)(b), 90.394,  
 4 90.396, 90.398, 90.630 or 90.632.

5 (2) To renew or extend a fixed term tenancy for another term, of any duration that is consistent  
 6 with ORS 90.550, the landlord shall submit the proposed new rental agreement to the tenant at least  
 7 [60] 90 days prior to the ending date of the term. The landlord shall include with the proposed  
 8 agreement a written statement that summarizes any new or revised terms, conditions, rules or reg-  
 9 ulations.

10 (3) Notwithstanding ORS 90.610 (3), a landlord’s proposed new rental agreement may include  
 11 new or revised terms, conditions, rules or regulations, if the new or revised terms, conditions, rules  
 12 or regulations:

13 (a)(A) Fairly implement a statute or ordinance adopted after the creation of the existing agree-  
 14 ment; or

15 (B) Are the same as those offered to new or prospective tenants in the facility at the time the  
 16 proposed agreement is submitted to the tenant and for the six-month period preceding the submission  
 17 of the proposed agreement or, if there have been no new or prospective tenants during the six-month  
 18 period, are the same as are customary for the rental market;

19 (b) Are consistent with the rights and remedies provided to tenants under this chapter, including  
 20 the right to keep a pet pursuant to ORS 90.530;

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

23 (d) Do not require an alteration of the manufactured dwelling or floating home or alteration or  
 24 new construction of an accessory building or structure.

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

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

30 (6) If a tenant fails to accept or unreasonably rejects a landlord’s proposed new rental agree-  
 31 ment as provided by subsection (4) of this section, the fixed term tenancy terminates on the ending  
 32 date without further notice and the landlord may take possession by complying with ORS 105.105  
 33 to 105.168.

34 (7) If a tenancy terminates under conditions described in subsection (6) of this section, and the  
 35 tenant surrenders or delivers possession of the premises to the landlord prior to the filing of an  
 36 action pursuant to ORS 105.110, the tenant has the right to enter into a written storage agreement  
 37 with the landlord, with the tenant having the same rights and responsibilities as a lienholder under  
 38 ORS 90.675 (20), except that the landlord may limit the term of the storage agreement to not exceed  
 39 six months. Unless the parties agree otherwise, the storage agreement must commence upon the  
 40 date of the termination of the tenancy. The rights under ORS 90.675 of any lienholder are delayed  
 41 until the end of the tenant storage agreement.

42 **SECTION 6.** ORS 105.124 is amended to read:

43 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 applies to the dwelling  
 44 unit:

45 (1) The complaint must be in substantially the following form and be available from the clerk

1 of the court:

2 \_\_\_\_\_

3

4

IN THE CIRCUIT COURT  
FOR THE COUNTY OF

5

6

\_\_\_\_\_

7

No. \_\_\_\_\_

8

9

RESIDENTIAL EVICTION COMPLAINT

10

11 PLAINTIFF (Landlord or agent):

12

\_\_\_\_\_

13

\_\_\_\_\_

14

Address: \_\_\_\_\_

15

City: \_\_\_\_\_

16

State: \_\_\_\_\_ Zip: \_\_\_\_\_

17

Telephone: \_\_\_\_\_

18

19

vs.

20

21 DEFENDANT (Tenants/Occupants):

22

\_\_\_\_\_

23

\_\_\_\_\_

24

MAILING ADDRESS: \_\_\_\_\_

25

City: \_\_\_\_\_

26

State: \_\_\_\_\_ Zip: \_\_\_\_\_

27

Telephone: \_\_\_\_\_

28

29

1.

30

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

31

located at:

32

33

\_\_\_\_\_

34

35

2.

36

Landlord is entitled to possession of the property because of:

37

38

\_\_\_\_\_ 24-hour notice for personal

39

injury, substantial damage, extremely

40

outrageous act or unlawful occupant.

41

ORS 90.396 or 90.403.

42

\_\_\_\_\_ 24-hour or 48-hour notice for

43

violation of a drug or alcohol

44

program. ORS 90.398.

45

\_\_\_\_\_ 24-hour notice for perpetrating

- 1 domestic violence, sexual assault or
- 2 stalking. ORS 90.445.
- 3 \_\_\_\_\_ 72-hour or 144-hour notice for
- 4 nonpayment of rent. ORS 90.394.
- 5 \_\_\_\_\_ 7-day notice with stated cause in
- 6 a week-to-week tenancy. ORS 90.392 (6).
- 7 \_\_\_\_\_ 10-day notice for a pet violation,
- 8 a repeat violation in a month-to-month
- 9 tenancy or without stated cause in a
- 10 week-to-week tenancy. ORS 90.392 (5),
- 11 90.405 or 90.427 (2).
- 12 \_\_\_\_\_ 20-day notice for a repeat violation.
- 13 ORS 90.630 (4).
- 14 [ *30-day, 60-day or 180-day notice without*
- 15 *stated cause in a month-to-month*
- 16 *tenancy. ORS 90.427 (3) or (4) or 90.429.*]
- 17 \_\_\_\_\_ **90-day notice with stated exception.**
- 18 **ORS 90.427 (5).**
- 19 \_\_\_\_\_ 30-day notice with stated cause.
- 20 ORS 90.392, 90.630 or 90.632.
- 21 \_\_\_\_\_ Notice to bona fide tenants after
- 22 foreclosure sale or termination of
- 23 fixed term tenancy after foreclosure
- 24 sale. ORS 86.782 (6)(c).
- 25 \_\_\_\_\_ Other notice \_\_\_\_\_
- 26 \_\_\_\_\_ No notice (explain) \_\_\_\_\_

27

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

29

30 3.

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

33 Landlord requests judgment for possession of the premises, court costs, disbursements and at-  
34 torney fees.

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

37

38 \_\_\_\_\_

39 Signature of landlord or agent.

40

41

42 (2) The complaint must be signed by the plaintiff or an attorney representing the plaintiff as  
43 provided by ORCP 17, or verified by an agent or employee of the plaintiff or an agent or employee  
44 of an agent of the plaintiff.

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

1        **SECTION 7.** ORS 90.230 is amended to read:

2        90.230. (1) If a tenancy is for the occupancy of a recreational vehicle in a manufactured dwelling  
3 park, mobile home park or recreational vehicle park, all as defined in ORS 197.492, the landlord  
4 shall provide a written rental agreement for a month-to-month, week-to-week or fixed-term tenancy.  
5 The rental agreement must state:

6        (a) If applicable, that [*the*] a **week-to-week** tenancy may be terminated by the landlord under  
7 ORS 90.427 without cause [*upon 30 or 60 days' written notice for a month-to-month tenancy or*] upon  
8 10 days' written notice [*for a week-to-week tenancy*].

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

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

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

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

23        (4) This section does not apply to a vacation occupancy.

24        **SECTION 8. The amendments to ORS 90.230, 90.427, 90.429 and 90.545 by sections 1, 4 and**  
25 **5 of this 2017 Act and the provisions of section 3 of this 2017 Act apply to:**

26        (1) **Rental agreements for fixed term tenancies entered into or renewed on or after the**  
27 **effective date of this 2017 Act; and**

28        (2) **Rental agreements for month-to-month tenancies in effect on or after the effective**  
29 **date of this 2017 Act.**

30        **SECTION 9. This 2017 Act being necessary for the immediate preservation of the public**  
31 **peace, health and safety, an emergency is declared to exist, and this 2017 Act takes effect**  
32 **on its passage.**