

SENATE AMENDMENTS TO RESOLVE CONFLICTS TO A-ENGROSSED HOUSE BILL 2247

By COMMITTEE ON RULES

July 1

1 On page 32 of the printed A-engrossed bill, after line 20, insert:

2 **“SECTION 19a. If House Bill 2261 becomes law and House Bill 2524 does not become law,**
3 **section 19 of this 2005 Act (amending ORS 90.510) is repealed and ORS 90.510, as amended by**
4 **section 63, chapter 22, Oregon Laws 2005 (Enrolled House Bill 2261), is amended to read:**

5 “90.510. (1) Every landlord who rents a space for a manufactured dwelling or floating home shall
6 provide a written statement of policy to prospective and existing tenants. The purpose of the state-
7 ment of policy is to provide disclosure of the landlord’s policies to prospective tenants and to ex-
8 isting tenants who have not previously received a statement of policy. The statement of policy is
9 not a part of the rental agreement. The statement of policy shall provide all of the following infor-
10 mation in summary form:

11 “(a) The location and approximate size of the space to be rented.

12 “(b) The federal fair-housing age classification and present zoning that affect the use of the
13 rented space.

14 “(c) The facility policy regarding rent adjustment and a rent history for the space to be rented.
15 The rent history must, at a minimum, show the rent amounts on January 1 of each of the five pre-
16 ceding calendar years or during the length of the landlord’s ownership, leasing or subleasing of the
17 facility, whichever period is shorter.

18 “(d) The personal property, services and facilities that are provided by the landlord.

19 “(e) The installation charges that are imposed by the landlord and the installation fees that are
20 imposed by government agencies.

21 “(f) The facility policy regarding rental agreement termination including, but not limited to,
22 closure of the facility.

23 “(g) The facility policy regarding facility sale.

24 “(h) The facility policy regarding informal dispute resolution.

25 “(i) The utilities and services that are available, the name of the person furnishing them and the
26 name of the person responsible for payment.

27 “(j) If a tenants’ association exists for the facility, a one-page summary about the tenants’ as-
28 sociation. The tenants’ association shall provide the summary to the landlord.

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

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

35 “(3) The landlord shall give:

1 “(a) Prospective tenants a copy of the statement of policy before the prospective tenants sign
2 rental agreements;

3 “(b) Existing tenants who have not previously received a copy of the statement of policy and
4 who are on month-to-month rental agreements a copy of the statement of policy at the time a 90-day
5 notice of a rent increase is issued; and

6 “(c) All other existing tenants who have not previously received a copy of the statement of
7 policy a copy of the statement of policy upon the expiration of their rental agreements and before
8 the tenants sign new agreements.

9 “(4) Every landlord who rents a space for a manufactured dwelling or floating home shall pro-
10 vide a written rental agreement, except as provided by ORS 90.710 (2)(d). The agreement must be
11 signed by the landlord and tenant and may not be unilaterally amended by one of the parties to the
12 contract except by:

13 “(a) Mutual agreement of the parties;

14 “(b) Actions pursuant to ORS 90.530 or 90.600 **or section 9 of this 2005 Act**; or

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

16 “(5) The agreement required by subsection (4) of this section must specify:

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

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

19 “(c) The rent per month;

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

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

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

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

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

30 “(i) That the tenant may not sell the tenant’s manufactured dwelling or floating home to a per-
31 son who intends to leave the manufactured dwelling or floating home on the rental space until the
32 landlord has accepted the person as a tenant;

33 “(j) The term of the tenancy;

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

37 “(L) The process by which the landlord or tenant shall give notices.

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

43 “(a) The rule or regulation:

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

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

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

3 “(b) The rule or regulation:

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

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

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

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

12 “(b) As used in this subsection:

13 “(A) Reasonable factors may include but are not limited to:

14 “(i) The size of the dwelling.

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

16 “(iii) Any discriminatory impact for reasons identified in ORS 659A.421.

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

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

21 “[8)(a) *If a written rental agreement so provides, a landlord may require a tenant to pay to the*
22 *landlord a utility or service charge that has been billed by a utility or service provider to the landlord*
23 *for utility or service provided directly to the tenant’s dwelling unit or to a common area available to*
24 *the tenant as part of the tenancy. A utility or service charge that is assessed to a tenant for a common*
25 *area must be described in the written rental agreement separately and distinctly from such a charge*
26 *for the tenant’s dwelling unit. A landlord may not increase the utility or service charge to the tenant*
27 *by adding any costs of the landlord, such as a handling or administrative charge, other than those*
28 *costs billed to the landlord by the provider for utilities or services as provided by this subsection.]*

29 “[b) *A utility or service charge is not rent or a fee. Nonpayment of a utility or service charge is*
30 *not grounds for termination of a rental agreement for nonpayment of rent pursuant to ORS 90.400 (2),*
31 *but is grounds for termination of a rental agreement for cause pursuant to ORS 90.630.]*

32 “[c) *As used in this subsection, ‘utility or service’ has the meaning given that term in ORS 90.315*
33 *(1).]*

34 “[9] (8) Intentional and deliberate failure of the landlord to comply with subsections (1) to (3)
35 of this section is cause for suit or action to remedy the violation or to recover actual damages. The
36 prevailing party is entitled to reasonable attorney fees and court costs.

37 “[10] (9) A receipt signed by the potential tenant or tenants for documents required to be de-
38 livered by the landlord pursuant to subsections (1) to (3) of this section is a defense for the landlord
39 in an action against the landlord for nondelivery of the documents.

40 “[11] (10) A suit or action arising under subsection [(9)] (8) of this section must be commenced
41 within one year after the discovery or identification of the alleged violation.

42 “[12] (11) Every landlord who publishes a directory of tenants and tenant services must include
43 a one-page summary regarding any tenants’ association. The tenants’ association shall provide the
44 summary to the landlord.

45 “**SECTION 19b. If both House Bill 2261 and House Bill 2524 become law, section 19 of this**

1 **2005 Act (amending ORS 90.510) is repealed and ORS 90.510, as amended by section 63, chap-**
2 **ter 22, Oregon Laws 2005 (Enrolled House Bill 2261), and section 23, chapter _____, Oregon**
3 **Laws 2005 (Enrolled House Bill 2524), is amended to read:**

4 “90.510. (1) Every landlord who rents a space for a manufactured dwelling or floating home shall
5 provide a written statement of policy to prospective and existing tenants. The purpose of the state-
6 ment of policy is to provide disclosure of the landlord’s policies to prospective tenants and to ex-
7 isting tenants who have not previously received a statement of policy. The statement of policy is
8 not a part of the rental agreement. The statement of policy shall provide all of the following infor-
9 mation in summary form:

10 “(a) The location and approximate size of the space to be rented.

11 “(b) The federal fair-housing age classification and present zoning that affect the use of the
12 rented space.

13 “(c) The facility policy regarding rent adjustment and a rent history for the space to be rented.
14 The rent history must, at a minimum, show the rent amounts on January 1 of each of the five pre-
15 ceding calendar years or during the length of the landlord’s ownership, leasing or subleasing of the
16 facility, whichever period is shorter.

17 “(d) The personal property, services and facilities that are provided by the landlord.

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19 imposed by government agencies.

20 “(f) The facility policy regarding rental agreement termination including, but not limited to,
21 closure of the facility.

22 “(g) The facility policy regarding facility sale.

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24 “(i) The utilities and services that are available, the name of the person furnishing them and the
25 name of the person responsible for payment.

26 “(j) If a tenants’ association exists for the facility, a one-page summary about the tenants’ as-
27 sociation. The tenants’ association shall provide the summary to the landlord.

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3 “(b) Actions pursuant to ORS 90.530 or 90.600 **or section 9 of this 2005 Act**; or

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

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

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

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

8 “(c) The rent per month;

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

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

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12 rials and landscaping;

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14 tenancy;

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16 or floating home as a tenant in the event the tenant elects to sell the home. Those conditions must

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20 son who intends to leave the manufactured dwelling or floating home on the rental space until the

21 landlord has accepted the person as a tenant;

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23 “(k) The process by which the rental agreement or rules and regulations may be changed, which

24 shall identify that the rules and regulations may be changed with 60 days’ notice unless tenants of

25 at least 51 percent of the eligible spaces file an objection within 30 days; and

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2 “(A) Reasonable factors may include but are not limited to:
3 “(i) The size of the dwelling.
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5 “(iii) Any discriminatory impact for reasons identified in ORS 659A.421.
6 “(iv) Limitations placed on utility services governed by a permit for water or sewage disposal.
7 “(B) ‘Bedroom’ means a room that is intended to be used primarily for sleeping purposes and
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13 *the tenant as part of the tenancy. A utility or service charge that is assessed to a tenant for a common*
14 *area must be described in the written rental agreement separately and distinctly from such a charge*
15 *for the tenant’s dwelling unit. A landlord may not increase the utility or service charge to the tenant*
16 *by adding any costs of the landlord, such as a handling or administrative charge, other than those*
17 *costs billed to the landlord by the provider for utilities or services as provided by this subsection.]*
18 “[b) *A utility or service charge is not rent or a fee. Nonpayment of a utility or service charge is*
19 *not grounds for termination of a rental agreement for nonpayment of rent under section 8, chapter*
20 *_____, Oregon Laws 2005 (Enrolled House Bill 2524), but is grounds for termination of a rental*
21 *agreement for cause pursuant to ORS 90.630.]*
22 “[c) *As used in this subsection, ‘utility or service’ has the meaning given that term in ORS 90.315*
23 *(1).]*
24 “[9] **(8)** Intentional and deliberate failure of the landlord to comply with subsections (1) to (3)
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