

Enrolled House Bill 3054

Sponsored by Representative MARSH, Senators GOLDEN, CAMPOS, Representatives BOWMAN, MCLAIN, NERON, Senators GELSER BLOUIN, MANNING JR, TAYLOR; Representatives CHAICHI, CHOTZEN, FAHEY, FRAGALA, GAMBA, HARTMAN, HELM, MUÑOZ, NATHANSON, VALDERRAMA, Senators FREDERICK, GORSEK, JAMA, PATTERSON, PHAM K, REYNOLDS (Presession filed.)

CHAPTER

AN ACT

Relating to residential tenancies for a space in a facility; amending ORS 90.324, 90.545, 90.600 and 90.680; and declaring an emergency.

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

SECTION 1. ORS 90.324 is amended to read:

90.324. (1) No later than September 30th of each year, the Oregon Department of Administrative Services shall calculate the maximum annual rent increase percentage allowed [by ORS 90.323 (2) or 90.600 (1)] for the following calendar year:

(a) **For tenancies subject to ORS 90.600 (1) in facilities with more than 30 spaces, as six percent.**

(b) **For tenancies subject to ORS 90.600 (1) in facilities with 30 or fewer spaces or for tenancies subject to ORS 90.323, as the lesser of:**

[(a)] (A) Ten percent; or

[(b)] (B) Seven percent plus [*the September annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as most recently published by the Bureau of Labor Statistics of the United States Department of Labor*] CPI.

(2) No later than September 30th of each year, the Oregon Department of Administrative Services shall publish the maximum annual rent increase [percentage calculated pursuant to subsection (1) of] **percentages allowed under** this section, along with the provisions of ORS 90.323 and 90.600, in a press release.

(3) The department shall maintain publicly available information on its website about the maximum annual rent increase [percentage] **percentages** for the previous calendar year and for the current calendar year and, on or after September 30th of each year, for the following calendar year.

(4) **As used in this section, “CPI” means the September annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as most recently published by the Bureau of Labor Statistics of the United States Department of Labor.**

SECTION 2. ORS 90.545 is amended to read:

90.545. (1) Except as provided under subsections (2) to (6) of this section, a fixed term tenancy for space for a manufactured dwelling or floating home, upon reaching its ending date, automatically renews as a month-to-month tenancy having the same terms and conditions, other than duration and

rent increases under ORS 90.600, unless the tenancy is terminated under ORS 90.380 (5)(b), 90.394, 90.396, 90.398, 90.630 or 90.632.

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

(3) Notwithstanding ORS 90.610 (2), a landlord's proposed new rental agreement may include new or revised terms, conditions, rules or regulations, if the new or revised terms, conditions, rules or regulations:

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

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

(b) Are consistent with the rights and remedies provided to tenants under this chapter, including the right to keep a pet pursuant to ORS 90.530 **and limits on rent increases under ORS 90.600 (1);**

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

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

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

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

(6) If a tenant fails to accept or unreasonably rejects a landlord's proposed new rental agreement as provided by subsection (4) of this section, the fixed term tenancy terminates on the ending date without further notice and the landlord may take possession by complying with ORS 105.100 to 105.168.

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

SECTION 3. ORS 90.600 is amended to read:

90.600. (1) If a rental agreement is a month-to-month tenancy to which ORS 90.505 to 90.850 apply, the landlord may not increase the rent:

(a) Without giving each affected tenant notice in writing at least 90 days prior to the effective date of the rent increase;

(b) More than once in any 12-month period; or

(c) By a percentage greater than the maximum calculated under ORS 90.324 (1).

(2) The written notice required by subsection (1)(a) of this section must specify:

(a) The amount of the rent increase;

(b) The amount of the new rent;

(c) Facts supporting the exemption authorized by subsection (3) of this section, if the increase is above the amount allowed in subsection (1)(c) of this section; and

(d) The date on which the increase becomes effective.

- (3) A [landlord] **rent increase** is not subject to subsection (1)(c) of this section if:
- (a) The first certificate of occupancy for the dwelling unit was issued less than 15 years from the date of the notice of the rent increase; [*or*]
 - (b) The dwelling unit is regulated or certified as affordable housing by a federal, state or local government and the change in rent:
 - (A) Does not increase the tenant's portion of the rent; or
 - (B) Is required by program eligibility requirements or by a change in the tenant's income[.]; **or**
 - (c) **The rent increase is:**
 - (A) **For a facility with more than 30 spaces;**
 - (B) **Not greater than 12 percent;**
 - (C) **In lieu of and not in addition to a rent increase allowed within the 12-month period as described in subsection (1) of this section;**
 - (D) **Occurring at least five years following a previous rent increase authorized under this paragraph, if any;**
 - (E) **Related to a significant project to add, replace, repair or upgrade infrastructure for the facility;**
 - (F) **Approved by a written affirmative vote of 51 percent of the spaces in the facility that are occupied by tenants on a vote that contains the signature and identifies the space of the voter;**
 - (G) **Approved by votes under subparagraph (F) of this paragraph that are collected:**
 - (i) **At least 30 days after the landlord has provided in writing to each tenant the proposed infrastructure project, a documented estimate of the cost of the project, an estimated timeline for the start and completion date for the project and the estimate of the rent increase necessary to cover the cost of the improvement; and**
 - (ii) **At least 14 days after the landlord has met with the tenants to discuss the proposal; and**
 - (H) **Fully refunded to tenants by the landlord, without demand, less the maximum allowable rent increase under ORS 90.324, if the project is not substantially completed as described in the notice under subparagraph (G)(i) of this paragraph within 12 months of the estimated completion date in the notice.**
- (4) A landlord that increases rent in violation of subsection (1)(c) of this section shall be liable to the tenant in an amount equal to three months' rent plus actual damages suffered by the tenant.
 - (5) This section does not create a right to increase rent that does not otherwise exist.
 - (6) This section does not require a landlord to compromise, justify or reduce a rent increase that the landlord otherwise is entitled to impose.
 - (7) Neither ORS 90.510 (1), requiring a landlord to provide a statement of policy, nor ORS 90.510 (4), requiring a landlord to provide a written rental agreement, creates a basis for tenant challenge of a rent increase, judicially or otherwise.
 - (8)(a) The tenants who reside in a facility may elect one committee of seven or fewer members in a facility-wide election to represent the tenants. One tenant of record for each rented space may vote in the election. Upon written request from the tenants' committee, the landlord or a representative of the landlord shall meet with the committee within 10 to 30 days of the request to discuss the tenants' nonrent concerns regarding the facility. Unless the parties agree otherwise, upon a request from the tenants' committee, a landlord or representative of the landlord shall meet with the tenants' committee at least once, but not more than twice, each calendar year. The meeting shall be held on the premises if the facility has suitable meeting space for that purpose, or at a location reasonably convenient to the tenants. After the meeting, the tenants' committee shall send a written summary of the issues and concerns addressed at the meeting to the landlord. The landlord or the landlord's representative shall make a good faith response in writing to the committee's summary within 60 days.

(b) The tenants' committee may be entitled to informal dispute resolution under ORS 90.769 if the landlord or landlord's representative fails to meet with the tenants' committee or fails to respond in good faith to the written summary as required by paragraph (a) of this subsection.

SECTION 4. 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 at the facility or through advertisements posted on the Internet or published in newspapers or in other publications;

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

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

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

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

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

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

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

(7) Nothing in this section prevents a landlord from selling to a prospective purchaser a manufactured dwelling or floating home owned by the landlord at a price or on terms, including space

rent, that are more favorable than the price and terms offered for dwellings or homes that are for sale by a tenant.

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

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

(b) That prior to the sale, the prospective purchaser submit to the landlord a complete and accurate written application for occupancy of the dwelling or home as a tenant after the sale is finalized and that a prospective purchaser may not occupy the dwelling or home until after the prospective purchaser is accepted by the landlord as a tenant;

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) When a landlord considers an application for tenancy from a prospective purchaser of a dwelling or home from a tenant, the landlord shall apply to the prospective purchaser credit and

conduct screening criteria that are substantially similar to the credit and conduct screening criteria the landlord applies to a prospective purchaser of a dwelling or home from the landlord.

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

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

(11) The following apply if a landlord does not require a prospective purchaser to submit an application for occupancy as a tenant under subsection (8) of this section or if the landlord does not accept or reject the prospective purchaser as a tenant within the time required under subsection (10) of this section:

(a) The landlord waives any right to bring an action against the tenant under the rental agreement for breach of the landlord's right to establish conditions upon and approve a prospective purchaser of the tenant's dwelling or home;

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

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

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

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

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

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

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

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

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

(15) A landlord may not require that a selling tenant, prospective purchaser or purchaser consent to the inspection of the interior of the dwelling or home or obtain an inspection of the interior of the dwelling or home by a third party, including as a condition of:

- (a) Acceptance of the notice of sale under subsection (8)(a) of this section;**
- (b) Approval of a sale under this section; or**
- (c) Approval of a new tenancy by the purchaser.**

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

[(16)] (17) 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 5. 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 September 1, 2025.

Passed by House April 16, 2025

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Passed by Senate June 12, 2025

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Received by Governor:

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Approved:

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Tina Kotek, Governor

Filed in Office of Secretary of State:

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Tobias Read, Secretary of State