

# D R A F T

## SUMMARY

Allows landlord and tenant to agree to recurring charge in lieu of security deposit. Establishes requirements of agreement.

### A BILL FOR AN ACT

Relating to charges in lieu of security deposit; creating new provisions; and amending ORS 90.100, 90.140, 90.300, 90.302 and 90.392.

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

**SECTION 1. Section 2 of this 2021 Act is added to and made a part of ORS chapter 90.**

**SECTION 2. (1) A landlord may allow a tenant to pay a recurring charge in addition to rent and in lieu of paying any security deposit.**

**(2) A charge under this section:**

**(a) May be used by the landlord to purchase insurance coverage from a licensed insurer for a tenant's unpaid rent or property damage.**

**(b) May be fully or partially refundable to the tenant.**

**(c) May not be charged in combination with a security deposit.**

**(d) May be assessed and collected only by agreement of the tenant.**

**(3) Before assessing a charge under this section, tenant must separately sign an agreement, including an agreement in an addendum to the rental agreement, in which the landlord must conspicuously disclose:**

**(a) The amount of the charge and the payment schedule.**

**(b) That the payment of the charge is optional and that the tenant may elect to pay a security deposit instead of the charge.**

1 (c) The amount of any security deposit that the tenant must pay  
2 if the tenant elects not to pay the charge.

3 (d) Whether any portion of the charge is refundable, and under  
4 what terms the charge will be refunded.

5 (e) That the charge does not relieve the tenant of any obligations  
6 under the rental agreement, including the obligations to pay rent  
7 through the end of the tenancy and to return the property to the  
8 landlord undamaged except for ordinary wear and tear.

9 (4) A landlord must return any collected security deposit to the  
10 tenant before collecting any charge under this section.

11 (5) A charge under this section, including a refundable charge, is  
12 not a security deposit and is not subject to ORS 90.300.

13 (6) Nonpayment of a charge under this section is not grounds for  
14 termination of a rental agreement for nonpayment of rent under ORS  
15 90.394 but is grounds for termination of a rental agreement for cause  
16 under ORS 90.392.

17 (7) As used in this section, “security deposit” does not include a last  
18 month’s rent deposit or other prepaid rent.

19 **SECTION 3.** ORS 90.140 is amended to read:

20 90.140. (1) A landlord may require or accept the following types of pay-  
21 ments:

22 (a) Applicant screening charges, pursuant to ORS 90.295;

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

25 (c) Security deposits, pursuant to ORS 90.300;

26 (d) **Charges in lieu of a security deposit, pursuant to section 2 of  
27 this 2021 Act;**

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

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

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

31 [(g)] (h) Utility or service charges, pursuant to ORS 90.315 (4), 90.568 or

1 90.572;

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

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

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

14 **SECTION 4.** ORS 90.300 is amended to read:

15 90.300. (1) As used in this section, "security deposit" includes any last  
16 month's rent deposit.

17 (2)(a) Except as otherwise provided in this section **and section 2 of this**  
18 **2021 Act**, a landlord may require a tenant to pay a security deposit. The  
19 landlord shall provide the tenant with a receipt for any security deposit the  
20 tenant pays. The landlord shall hold a security deposit or prepaid rent for  
21 the tenant who is a party to the rental agreement. A tenant's claim to the  
22 security deposit or prepaid rent is prior to the claim of a creditor of the  
23 landlord, including a trustee in bankruptcy.

24 (b) Except as provided in ORS 86.782 (10), the holder of the landlord's  
25 interest in the premises at the time the tenancy terminates is responsible to  
26 the tenant for any security deposit or prepaid rent and is bound by this  
27 section.

28 (3) A written rental agreement, if any, must list a security deposit paid  
29 by a tenant or required by a landlord.

30 (4) A landlord may not charge a tenant a pet security deposit for keeping  
31 a service animal or companion animal that a tenant with a disability re-

1 quires as a reasonable accommodation under fair housing laws.

2 (5)(a) Except as otherwise provided in this subsection, a landlord may not  
3 change the rental agreement to require the tenant to pay a new or increased  
4 security deposit during the first year after the tenancy has begun. Subject  
5 to subsection (4) of this section, the landlord may require an additional de-  
6 posit if the landlord and tenant agree to modify the terms and conditions of  
7 the rental agreement to permit a pet or for other cause and the additional  
8 deposit relates to the modification. This paragraph does not prevent a land-  
9 lord from collecting a security deposit that an initial rental agreement pro-  
10 vided for but that remained unpaid at the time the tenancy began.

11 (b) If a landlord requires a new or increased security deposit after the  
12 first year of the tenancy, the landlord shall allow the tenant at least three  
13 months to pay the new or increased deposit.

14 (6) The landlord may claim all or part of the security deposit only if the  
15 landlord required the security deposit for any or all of the purposes specified  
16 in subsection (7) of this section.

17 (7)(a) The landlord may claim from the security deposit only the amount  
18 reasonably necessary:

19 (A) To remedy the tenant's defaults in the performance of the rental  
20 agreement including, but not limited to, unpaid rent; and

21 (B) To repair damages to the premises caused by the tenant, not including  
22 ordinary wear and tear.

23 (b) A landlord is not required to repair damage caused by the tenant in  
24 order for the landlord to claim against the deposit for the cost to make the  
25 repair. Any labor costs the landlord assesses under this subsection for  
26 cleaning or repairs must be based on a reasonable hourly rate. The landlord  
27 may charge a reasonable hourly rate for the landlord's own performance of  
28 cleaning or repair work.

29 (c) Defaults and damages for which a landlord may recover under this  
30 subsection include, but are not limited to:

31 (A) Carpet cleaning, other than the use of a common vacuum cleaner, if:

1 (i) The cleaning is performed by use of a machine specifically designed for  
2 cleaning or shampooing carpets;

3 (ii) The carpet was cleaned or replaced after the previous tenancy or the  
4 most recent significant use of the carpet and before the tenant took pos-  
5 session; and

6 (iii) The written rental agreement provides that the landlord may deduct  
7 the cost of carpet cleaning regardless of whether the tenant cleans the carpet  
8 before the tenant delivers possession as described in ORS 90.147.

9 (B) Loss of use of the dwelling unit during the performance of necessary  
10 cleaning or repairs for which the tenant is responsible under this subsection  
11 if the cleaning or repairs are performed in a timely manner.

12 (8) A landlord may not require a tenant to pay or to forfeit a security  
13 deposit or prepaid rent to the landlord for the tenant's failure to maintain  
14 a tenancy for a minimum number of months in a month-to-month tenancy.

15 (9) The landlord must apply any last month's rent deposit to the rent due  
16 for the last month of the tenancy:

17 (a) When either the landlord or the tenant gives to the other a notice of  
18 termination, pursuant to this chapter, other than a notice of termination  
19 under ORS 90.394;

20 (b) When the landlord and tenant agree to terminate the tenancy; or

21 (c) When the tenancy terminates in accordance with the provisions of a  
22 written rental agreement for a term tenancy.

23 (10) A landlord shall account for and refund as provided in subsections  
24 (12) to (14) of this section any portion of a last month's rent deposit the  
25 landlord does not apply as provided under subsection (9) of this section.  
26 Unless the tenant and landlord agree otherwise, the tenant may not require  
27 the landlord to apply a last month's rent deposit to rent due for any period  
28 other than the last month of the tenancy. A last month's rent deposit does  
29 not limit the amount of rent charged unless a written rental agreement  
30 provides otherwise.

31 (11) When the tenancy terminates, a landlord shall account for and refund

1 to the tenant, in the same manner this section requires for security deposits,  
2 the unused balance of any prepaid rent the landlord has not previously re-  
3 funded to the tenant under ORS 90.380 and 105.120 (5)(b) or any other pro-  
4 vision of this chapter. The landlord may claim from the remaining prepaid  
5 rent only the amount reasonably necessary to pay the tenant's unpaid rent.

6 (12) In order to claim all or part of any prepaid rent or security deposit,  
7 within 31 days after the tenancy terminates and the tenant delivers pos-  
8 session the landlord shall give to the tenant a written accounting that states  
9 specifically the basis or bases of the claim. The landlord shall give a separate  
10 accounting for security deposits and for prepaid rent.

11 (13) The landlord shall return to the tenant the security deposit or pre-  
12 paid rent or the portion of the security deposit or prepaid rent that the  
13 landlord does not claim in the manner provided by subsections (11) and (12)  
14 of this section not later than 31 days after the tenancy terminates and the  
15 tenant delivers possession to the landlord.

16 (14) The landlord shall give the written accounting required under sub-  
17 section (12) of this section or shall return the security deposit or prepaid  
18 rent as required by subsection (13) of this section by personal delivery or by  
19 first class mail.

20 (15) If a security deposit or prepaid rent secures a tenancy for a space for  
21 a manufactured dwelling or floating home the tenant owns and occupies,  
22 whether or not in a facility, and the dwelling or home is abandoned as de-  
23 scribed in ORS 90.425 (2) or 90.675 (2), the 31-day period described in sub-  
24 sections (12) and (13) of this section commences on the earliest of:

25 (a) Waiver of the abandoned property process under ORS 90.425 (26) or  
26 90.675 (24);

27 (b) Removal of the manufactured dwelling or floating home from the  
28 rented space;

29 (c) Destruction or other disposition of the manufactured dwelling or  
30 floating home under ORS 90.425 (10)(b) or 90.675 (10)(b); or

31 (d) Sale of the manufactured dwelling or floating home pursuant to ORS

1 90.425 (10)(a) or 90.675 (10)(a).

2 (16) If the landlord fails to comply with subsection (13) of this section or  
3 if the landlord in bad faith fails to return all or any portion of any prepaid  
4 rent or security deposit due to the tenant under this chapter or the rental  
5 agreement, the tenant may recover the money due in an amount equal to  
6 twice the amount:

7 (a) Withheld without a written accounting under subsection (12) of this  
8 section; or

9 (b) Withheld in bad faith.

10 (17)(a) A security deposit or prepaid rent in the possession of the landlord  
11 is not garnishable property, as provided in ORS 18.618.

12 (b) If a landlord delivers a security deposit or prepaid rent to a garnishor  
13 in violation of ORS 18.618 (1)(b), the landlord that delivered the security  
14 deposit or prepaid rent to the garnishor shall allow the tenant at least 30  
15 days after a copy of the garnishee response required by ORS 18.680 is deliv-  
16 ered to the tenant under ORS 18.690 to restore the security deposit or pre-  
17 paid rent. If the tenant fails to restore a security deposit or prepaid rent  
18 under the provisions of this paragraph before the tenancy terminates, and the  
19 landlord retains no security deposit or prepaid rent from the tenant after the  
20 garnishment, the landlord is not required to refund or account for the secu-  
21 rity deposit or prepaid rent under subsection (11) of this section.

22 (18) This section does not preclude the landlord or tenant from recovering  
23 other damages under this chapter.

24 **SECTION 5.** ORS 90.302 is amended to read:

25 90.302. (1) A landlord may not charge a fee at the beginning of the  
26 tenancy for an anticipated landlord expense and may not require the payment  
27 of any fee except as provided in this section. A fee must be described in a  
28 written rental agreement.

29 (2) A landlord may charge a tenant a fee for each occurrence of the fol-  
30 lowing:

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

1 (b) A dishonored check, pursuant to ORS 30.701 (5). The amount of the fee  
2 may not exceed the amount described in ORS 30.701 (5) plus any amount that  
3 a bank has charged the landlord for processing the dishonored check.

4 (c) Removal or tampering with a properly functioning smoke alarm, smoke  
5 detector or carbon monoxide alarm, as provided in ORS 90.325 (2). The  
6 landlord may charge a fee of up to \$250 unless the State Fire Marshal as-  
7 sesses the tenant a civil penalty for the conduct under ORS 479.990 or under  
8 ORS 105.836 to 105.842 and 476.725.

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

11 (e) The abandonment or relinquishment of a dwelling unit during a fixed  
12 term tenancy without cause. The fee may not exceed one and one-half times  
13 the monthly rent. A landlord may not assess a fee under this paragraph if  
14 the abandonment or relinquishment is pursuant to ORS 90.453 (2), 90.472 or  
15 90.475. If the landlord assesses a fee under this paragraph:

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

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

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

22 (3)(a) A landlord may charge a tenant a fee under this subsection for a  
23 second noncompliance or for a subsequent noncompliance with written rules  
24 or policies that describe the prohibited conduct and the fee for a second  
25 noncompliance, and for any third or subsequent noncompliance, that occurs  
26 within one year after a written warning notice described in subparagraph (A)  
27 of this paragraph. Except as provided in paragraph (b)(G) or (H) of this  
28 subsection, the fee may not exceed \$50 for the second noncompliance within  
29 one year after the warning notice for the same or a similar noncompliance  
30 or \$50 plus five percent of the rent payment for the current rental period for  
31 a third or subsequent noncompliance within one year after the warning no-



1 tice for the same or a similar noncompliance. The landlord:

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

3 (i) A specific noncompliance before charging a fee for a second or subse-  
4 quent noncompliance for the same or similar conduct; and

5 (ii) The amount of the fee for a second noncompliance, and for any sub-  
6 sequent noncompliance, that occurs within one year after the warning notice.

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

10 (C) Shall give a warning notice for a noncompliance or assess a fee for  
11 a second or subsequent noncompliance within 30 days after the act consti-  
12 tuting noncompliance.

13 (D) May terminate a tenancy for a noncompliance consistent with this  
14 chapter instead of assessing a fee under this subsection, but may not assess  
15 a fee and terminate a tenancy for the same noncompliance.

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

18 (b) A landlord may charge a tenant a fee for occurrences of noncompli-  
19 ance with written rules or policies as provided in paragraph (a) of this sub-  
20 section for the following types of noncompliance:

21 (A) The late payment of a utility or service charge that the tenant owes  
22 the landlord [*as described in*] **under ORS 90.315 or a charge in lieu of a**  
23 **security deposit under section 2 of this 2021 Act.**

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

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

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

30 (E) Parking violations.

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

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

5 (H) Keeping on the premises an unauthorized pet capable of causing  
6 damage to persons or property, as described in ORS 90.405. The fee for a  
7 second or any subsequent noncompliance under this subparagraph may not  
8 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  
11 any fee.

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

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

17 (7) This section does not apply to:

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

19 (b) Applicant screening charges paid pursuant to ORS 90.295;

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

23 (d) Processing fees charged to the landlord by a credit card company and  
24 passed through to the tenant for the use of a credit card by the tenant to  
25 make a payment when:

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

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

29 (e) A requirement by a landlord in a written rental agreement that a  
30 tenant obtain and maintain renter's liability insurance pursuant to ORS  
31 90.222; or

1 (f) Assessments, as defined in ORS 94.550 and 100.005, for a dwelling unit  
2 that is within a homeowners association organized under ORS 94.625 or an  
3 association of unit owners organized under ORS 100.405, respectively, if:

4 (A) The assessments are imposed by the association on a landlord who  
5 owns a dwelling unit within the association and the landlord passes the as-  
6 sessments through to a tenant of the unit;

7 (B) The assessments are imposed by the association on any person for  
8 expenses related to moving into or out of a unit located within the associ-  
9 ation;

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

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

15 (8) If a landlord charges a tenant a fee in violation of this section, the  
16 tenant may recover twice the actual damages of the tenant or \$300, which-  
17 ever is greater. This penalty does not apply to fees described in subsection  
18 (2) of this section.

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

24 **SECTION 6.** ORS 90.392 is amended to read:

25 90.392. (1) Except as provided in this chapter, after delivery of written  
26 notice a landlord may terminate the rental agreement for cause and take  
27 possession as provided in ORS 105.105 to 105.168, unless the tenant cures the  
28 violation as provided in this section.

29 (2) Causes for termination under this section are:

30 (a) Material violation by the tenant of the rental agreement. For pur-  
31 poses of this paragraph, material violation of the rental agreement includes,

1 but is not limited to, the nonpayment of a late charge under ORS 90.260,  
2 [or] a utility or service charge under ORS 90.315 **or a charge in lieu of a**  
3 **deposit under section 2 of this 2021 Act.**

4 (b) Material violation by the tenant of ORS 90.325.

5 (c) Failure by the tenant to pay rent.

6 (3) The notice must:

7 (a) Specify the acts and omissions constituting the violation;

8 (b) Except as provided in subsection (5)(a) of this section, state that the  
9 rental agreement will terminate upon a designated date not less than 30 days  
10 after delivery of the notice; and

11 (c) If the tenant can cure the violation as provided in subsection (4) of  
12 this section, state that the violation can be cured, describe at least one  
13 possible remedy to cure the violation and designate the date by which the  
14 tenant must cure the violation.

15 (4)(a) If the violation described in the notice can be cured by the tenant  
16 by a change in conduct, repairs, payment of money or otherwise, the rental  
17 agreement does not terminate if the tenant cures the violation by the desig-  
18 nated date. The designated date must be:

19 (A) At least 14 days after delivery of the notice; or

20 (B) If the violation is conduct that was a separate and distinct act or  
21 omission and is not ongoing, no earlier than the date of delivery of the no-  
22 tice as provided in ORS 90.155. For purposes of this paragraph, conduct is  
23 ongoing if the conduct is constant or persistent or has been sufficiently re-  
24 petitive over time that a reasonable person would consider the conduct to  
25 be ongoing.

26 (b) If the tenant does not cure the violation, the rental agreement termi-  
27 nates as provided in the notice.

28 (5)(a) If the cause of a written notice delivered under subsection (1) of  
29 this section is substantially the same act or omission that constituted a prior  
30 violation for which notice was given under this section within the previous  
31 six months, the designated termination date stated in the notice must be not

1 less than 10 days after delivery of the notice and no earlier than the desig-  
2 nated termination date stated in the previously given notice. The tenant  
3 does not have a right to cure this subsequent violation.

4 (b) A landlord may not terminate a rental agreement under this sub-  
5 section if the only violation is a failure to pay the current month's rent.

6 (6) When a tenancy is a week-to-week tenancy, the notice period in:

7 (a) Subsection (3)(b) of this section changes from 30 days to seven days;

8 (b) Subsection (4)(a)(A) of this section changes from 14 days to four days;

9 and

10 (c) Subsection (5)(a) of this section changes from 10 days to four days.

11 (7) The termination of a tenancy for a manufactured dwelling or floating  
12 home space in a facility under ORS 90.505 to 90.850 is governed by ORS  
13 90.630 and not by this section.

14 **SECTION 7.** ORS 90.100 is amended to read:

15 90.100. As used in this chapter, unless the context otherwise requires:

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

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

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

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

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

1 (4) "Building and housing codes" includes any law, ordinance or govern-  
2 mental regulation concerning fitness for habitation, or the construction,  
3 maintenance, operation, occupancy, use or appearance of any premises or  
4 dwelling unit.

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

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

9 (7) "Conduct" means the commission of an act or the failure to act.

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

13 (9) "Dealer" means any person in the business of selling, leasing or dis-  
14 tributing new or used manufactured dwellings or floating homes to persons  
15 who purchase or lease a manufactured dwelling or floating home for use as  
16 a residence.

17 (10) "Domestic violence" means:

18 (a) Abuse between family or household members, as those terms are de-  
19 fined in ORS 107.705; or

20 (b) Abuse, as defined in ORS 107.705, between partners in a dating re-  
21 lationship.

22 (11) "Drug and alcohol free housing" means a dwelling unit described in  
23 ORS 90.243.

24 (12) "Dwelling unit" means a structure or the part of a structure that is  
25 used as a home, residence or sleeping place by one person who maintains a  
26 household or by two or more persons who maintain a common household.  
27 "Dwelling unit" regarding a person who rents a space for a manufactured  
28 dwelling or recreational vehicle or regarding a person who rents moorage  
29 space for a floating home as defined in ORS 830.700, but does not rent the  
30 home, means the space rented and not the manufactured dwelling, recre-  
31 ational vehicle or floating home itself.

1 (13) “Essential service” means:

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

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

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

13 (b) For a tenancy consisting of rental space for a manufactured dwelling,  
14 floating home or recreational vehicle owned by the tenant or that is other-  
15 wise subject to ORS 90.505 to 90.850:

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

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

22 (14) “Facility” means a manufactured dwelling park or a marina.

23 (15) “Fee” means a nonrefundable payment of money.

24 (16) “First class mail” does not include certified or registered mail, or any  
25 other form of mail that may delay or hinder actual delivery of mail to the  
26 recipient.

27 (17) “Fixed term tenancy” means a tenancy that has a fixed term of ex-  
28 istence, continuing to a specific ending date and terminating on that date  
29 without requiring further notice to effect the termination.

30 (18) “Floating home” has the meaning given that term in ORS 830.700.  
31 “Floating home” includes an accessory building or structure.

1 (19) “Good faith” means honesty in fact in the conduct of the transaction  
2 concerned.

3 (20) “Hazard tree” means a tree that:

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

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

6 (c) Is considered, by an arborist licensed as a landscape construction  
7 professional pursuant to ORS 671.560 and certified by the International So-  
8 ciety of Arboriculture, to pose an unreasonable risk of causing serious  
9 physical harm or damage to individuals or property in the near future.

10 (21) “Hotel or motel” means “hotel” as that term is defined in ORS  
11 699.005.

12 (22) “Informal dispute resolution” includes voluntary consultation be-  
13 tween the landlord or landlord’s agent and one or more tenants or voluntary  
14 mediation utilizing the services of a third party, but does not include man-  
15 datory mediation or arbitration.

16 (23) “Landlord” means the owner, lessor or sublessor of the dwelling unit  
17 or the building or premises of which it is a part. “Landlord” includes a  
18 person who is authorized by the owner, lessor or sublessor to manage the  
19 premises or to enter into a rental agreement.

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

22 (25) “Last month’s rent deposit” means a type of security deposit, however  
23 designated, the primary function of which is to secure the payment of rent  
24 for the last month of the tenancy.

25 (26) “Manufactured dwelling” means a residential trailer, a mobile home  
26 or a manufactured home as those terms are defined in ORS 446.003. “Manu-  
27 factured dwelling” includes an accessory building or structure.

28 (27) “Manufactured dwelling park” means a place where four or more  
29 manufactured dwellings are located, the primary purpose of which is to rent  
30 space or keep space for rent to any person for a charge or fee.

31 (28) “Marina” means a moorage of contiguous dwelling units that may be



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

4 (29) “Marina purchase association” means a group of three or more ten-  
5 ants who reside in a marina and have organized for the purpose of eventual  
6 purchase of the marina.

7 (30) “Month-to-month tenancy” means a tenancy that automatically re-  
8 news and continues for successive monthly periods on the same terms and  
9 conditions originally agreed to, or as revised by the parties, until terminated  
10 by one or both of the parties.

11 (31) “Organization” includes a corporation, government, governmental  
12 subdivision or agency, business trust, estate, trust, partnership or associ-  
13 ation, two or more persons having a joint or common interest, and any other  
14 legal or commercial entity.

15 (32) “Owner” includes a mortgagee in possession and means one or more  
16 persons, jointly or severally, in whom is vested:

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

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

20 (33) “Person” includes an individual or organization.

21 (34) “Premises” means:

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

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

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

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

30 (36) “Recreational vehicle” has the meaning given that term in ORS  
31 174.101.

1 (37) “Rent” means any payment to be made to the landlord under the  
2 rental agreement, periodic or otherwise, in exchange for the right of a tenant  
3 and any permitted pet to occupy a dwelling unit to the exclusion of others  
4 and to use the premises. “Rent” does not include security deposits, fees,  
5 [or] utility or service charges as described in ORS 90.315 (4) and 90.562 **or**  
6 **a charge in lieu of a security deposit under section 2 of this 2021 Act.**

7 (38) “Rental agreement” means all agreements, written or oral, and valid  
8 rules and regulations adopted under ORS 90.262 or 90.510 (6) embodying the  
9 terms and conditions concerning the use and occupancy of a dwelling unit  
10 and premises. “Rental agreement” includes a lease. A rental agreement is  
11 either a week-to-week tenancy, month-to-month tenancy or fixed term  
12 tenancy.

13 (39) “Roomer” means a person occupying a dwelling unit that does not  
14 include a toilet and either a bathtub or a shower and a refrigerator, stove  
15 and kitchen, all provided by the landlord, and where one or more of these  
16 facilities are used in common by occupants in the structure.

17 (40) “Screening or admission criteria” means a written statement of any  
18 factors a landlord considers in deciding whether to accept or reject an ap-  
19 plicant and any qualifications required for acceptance. “Screening or admis-  
20 sion criteria” includes, but is not limited to, the rental history, character  
21 references, public records, criminal records, credit reports, credit references  
22 and incomes or resources of the applicant.

23 (41) “Security deposit” means a refundable payment or deposit of money,  
24 however designated, the primary function of which is to secure the perform-  
25 ance of a rental agreement or any part of a rental agreement. “Security de-  
26 posit” does not include a fee.

27 (42) “Sexual assault” has the meaning given that term in ORS 147.450.

28 (43) “Squatter” means a person occupying a dwelling unit who is not so  
29 entitled under a rental agreement or who is not authorized by the tenant to  
30 occupy that dwelling unit. “Squatter” does not include a tenant who holds  
31 over as described in ORS 90.427 (11).

1 (44) “Stalking” means the behavior described in ORS 163.732.

2 (45) “Statement of policy” means the summary explanation of information  
3 and facility policies to be provided to prospective and existing tenants under  
4 ORS 90.510.

5 (46) “Surrender” means an agreement, express or implied, as described in  
6 ORS 90.148 between a landlord and tenant to terminate a rental agreement  
7 that gave the tenant the right to occupy a dwelling unit.

8 (47) “Tenant”:

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

10 (A) Means a person, including a roomer, entitled under a rental agree-  
11 ment to occupy a dwelling unit to the exclusion of others, including a  
12 dwelling unit owned, operated or controlled by a public housing authority.

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

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

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

19 (48) “Transient lodging” means a room or a suite of rooms.

20 (49) “Transient occupancy” means occupancy in transient lodging that has  
21 all of the following characteristics:

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

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

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

27 (50) “Vacation occupancy” means occupancy in a dwelling unit, not in-  
28 cluding transient occupancy in a hotel or motel, that has all of the following  
29 characteristics:

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

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

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

3 (51) "Victim" means:

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

6 (b) The parent or guardian of a minor household member against whom  
7 an incident related to domestic violence, sexual assault or stalking is per-  
8 petrated, unless the parent or guardian is the perpetrator.

9 (52) "Week-to-week tenancy" means a tenancy that has all of the follow-  
10 ing characteristics:

11 (a) Occupancy is charged on a weekly basis and is payable no less fre-  
12 quently than every seven days;

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

15 (c) There are no fees or security deposits, although the landlord may re-  
16 quire the payment of an applicant screening charge, as provided in ORS  
17 90.295.

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