

**OSB PLIC
Regulation Workgroup
08.06.21 Landlord-Tenant Statute Review**

LEGEND:

Revise

Revise unless general provision that “attorney fees” includes LP fees (note added comments on references to “attorney fees” in forms)

No revision

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|---------|------|---|
| Chapter | 90. | Residential Landlord and Tenant |
| | 91. | Tenancy |
| | 92. | Subdivisions and Partitions |
| | 93. | Conveyancing and Recording |
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| | 95. | Fraudulent Transfers and Conveyances |
| | 96. | Line and Partition Fences |
| | 97. | Rights and Duties Relating to Cemeteries, Human Bodies and Anatomical Gifts |
| | 98. | Lost, Unclaimed or Abandoned Property; Vehicle Towing |
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RESIDENTIAL LANDLORD AND TENANT

PROPERTY RIGHTS AND TRANSACTIONS

GENERAL PROVISIONS

90.255 Attorney fees. In any action on a rental agreement or arising under this chapter, reasonable **attorney fees** at trial and on appeal may be awarded to the prevailing party together with costs and necessary disbursements, notwithstanding any agreement to the contrary. As used in this section, “prevailing party” means the party in whose favor final judgment is rendered. [Formerly 91.755]

90.302 Fees allowed for certain landlord expenses; accounting not required; fees for noncompliance with written rules; tenant remedies. (1) A landlord may not charge a fee at the beginning of the tenancy for an anticipated landlord expense and may not require the payment of any fee except as provided in this section. A fee must be described in a written rental agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) The late payment of a utility or service charge that the tenant owes the landlord as described in ORS 90.315.

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

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

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

(E) Parking violations.

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

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

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

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

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

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

(7) This section does not apply to:

(a) Attorney fees awarded pursuant to ORS 90.255.

90.370 Tenant counterclaims in action by landlord for possession or rent. (1)(a) In an action for possession based upon nonpayment of the rent or in an action for rent when the tenant is in possession, the tenant may counterclaim for any amount, not in excess of the jurisdictional limits of the court in which the action is brought, that the tenant may recover under the rental agreement or this chapter, provided that the tenant must prove that prior to the filing of the landlord's action the landlord reasonably had or should have had knowledge or had received actual notice of the facts that constitute the tenant's counterclaim.

(b) In the event the tenant counterclaims, the court at the landlord's or tenant's request may order the tenant to pay into court all or part of the rent accrued and thereafter accruing, and shall determine the amount due to each party. The party to whom a net amount is owed shall be paid first from the money paid into court, and shall be paid the balance by the other party. The court may at any time release money paid into court to either party if the parties agree or if the court finds such party to be entitled to the sum so released. If no rent remains due after application of this section and unless otherwise agreed between the parties, a judgment shall be entered for the tenant in the action for possession.

(2) In an action for rent when the tenant is not in possession, the tenant may counterclaim as provided in subsection (1) of this section but is not required to pay any rent into court.

(3) If the tenant does not comply with an order to pay rent into the court as provided in subsection (1) of this section, the tenant shall not be permitted to assert a counterclaim in the action for possession.

(4) If the total amount found due to the tenant on any counterclaims is less than any rent found due to the landlord, and the tenant retains possession solely because the tenant paid rent into court under subsection (1) of this section, **no attorney fees shall be awarded to the tenant unless the tenant paid at least the balance found due to the landlord into court no later than the commencement of the trial.**

(5) When a tenant is granted a continuance for a longer period than two days, and has not been ordered to pay rent into court under subsection (1) of this section, the tenant shall be ordered to pay rent into court under ORS 105.140 (2). [Formerly 91.810; 1993 c.369 §9; 1995 c.559 §22]

90.425 Disposition of personal property abandoned by tenant; notice; sale; limitation on landlord liability; tax cancellation; storage agreements; hazardous property. (1) As used in this section:

(a) “Current market value” means the amount in cash, as determined by the county assessor, that could reasonably be expected to be paid for a manufactured dwelling or floating home by an informed buyer to an informed seller, each acting without compulsion in an arm’s-length transaction occurring on the assessment date for the tax year or on the date of a subsequent reappraisal by the county assessor.

(b) “Dispose of the personal property” means that, if reasonably appropriate, the landlord may throw away the property or may give it without consideration to a nonprofit organization or to a person unrelated to the landlord. The landlord may not retain the property for personal use or benefit.

(c) “Goods” includes those goods left inside a recreational vehicle, manufactured dwelling or floating home or left upon the rental space outside a recreational vehicle, manufactured dwelling or floating home, whether the recreational vehicle, dwelling or home is located inside or outside of a facility.

(d) “Lienholder” means any lienholder of an abandoned recreational vehicle, manufactured dwelling or floating home, if the lien is of record or the lienholder is actually known to the landlord.

(e) “Of record” means:

(A) For a recreational vehicle that is not more than eight and one-half feet wide, that a security interest has been properly recorded with the Department of Transportation pursuant to ORS 802.200 (1)(a)(A) and 803.097.

(B) For a manufactured dwelling or recreational vehicle that is more than eight and one-half feet wide, that a security interest has been properly recorded for the manufactured dwelling or recreational vehicle in the records of the Department of Consumer and Business Services pursuant to ORS 446.611 or on a certificate of title issued by the Department of Transportation.

(C) For a floating home, that a security interest has been properly recorded with the State Marine Board pursuant to ORS 830.740 to 830.755 for a home registered and titled with the board pursuant to ORS 830.715.

(f) “Owner” means any owner of an abandoned recreational vehicle, manufactured dwelling or floating home, if different from the tenant and either of record or actually known to the landlord.

(g) “Personal property” means goods, vehicles and recreational vehicles and includes manufactured dwellings and floating homes not located in a facility. “Personal property” does

not include manufactured dwellings and floating homes located in a facility and therefore subject to being stored, sold or disposed of as provided under ORS 90.675.

(2) A landlord is responsible for abandoned personal property and shall store, sell or dispose of abandoned personal property as provided by this section. This section governs the rights and obligations of landlords, tenants and any lienholders or owners in any personal property abandoned or left upon the premises by the tenant or any lienholder or owner in the following circumstances:

(a) The tenancy has ended by termination or expiration of a rental agreement or by relinquishment or abandonment of the premises and the landlord reasonably believes under all the circumstances that the tenant has left the personal property upon the premises with no intention of asserting any further claim to the premises or to the personal property;

(b) The tenant has been absent from the premises continuously for seven days after termination of a tenancy by a court order that has not been executed; or

(c) The landlord receives possession of the premises from the sheriff following restitution pursuant to ORS 105.161.

(3) Prior to storing, selling or disposing of the tenant's personal property under this section, the landlord must give a written notice to the tenant that must be:

(a) Personally delivered to the tenant; or

(b) Sent by first class mail addressed and mailed to the tenant at:

(A) The premises;

(B) Any post-office box held by the tenant and actually known to the landlord; and

(C) The most recent forwarding address if provided by the tenant or actually known to the landlord.

(4)(a) In addition to the notice required by subsection (3) of this section, in the case of an abandoned recreational vehicle, manufactured dwelling or floating home, a landlord shall also give a copy of the notice described in subsection (3) of this section to:

(A) Any lienholder of the recreational vehicle, manufactured dwelling or floating home;

(B) Any owner of the recreational vehicle, manufactured dwelling or floating home;

(C) The tax collector of the county where the manufactured dwelling or floating home is located; and

(D) The assessor of the county where the manufactured dwelling or floating home is located.

(b) The landlord shall give the notice copy required by this subsection by personal delivery or first class mail, except that for any lienholder, mail service must be both by first class mail and by certified mail with return receipt requested.

(c) A notice to lienholders under paragraph (a)(A) of this subsection must be sent to each lienholder at each address:

(A) Actually known to the landlord;

(B) Of record; and

(C) Provided to the landlord by the lienholder in a written notice that identifies the personal property subject to the lien and that was sent to the landlord by certified mail with return receipt requested within the preceding five years. The notice must identify the personal property by describing the physical address of the property.

(5) The notice required under subsection (3) of this section must state that:

(a) The personal property left upon the premises is considered abandoned;

(b) The tenant or any lienholder or owner must contact the landlord by a specified date, as provided in subsection (6) of this section, to arrange for the removal of the abandoned personal property;

(c) The personal property is stored at a place of safekeeping, except that if the property includes a manufactured dwelling or floating home, the dwelling or home must be stored on the rented space;

(d) The tenant or any lienholder or owner, except as provided by subsection (18) of this section, may arrange for removal of the personal property by contacting the landlord at a described telephone number or address on or before the specified date;

(e) The landlord shall make the personal property available for removal by the tenant or any lienholder or owner, except as provided by subsection (18) of this section, by appointment at reasonable times;

(f) If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b) of this section, the landlord may require payment of removal and storage charges, as provided by subsection (7)(d) of this section, prior to releasing the personal property to the tenant or any lienholder or owner;

(g) If the personal property is considered to be abandoned pursuant to subsection (2)(c) of this section, the landlord may not require payment of storage charges prior to releasing the personal property;

(h) If the tenant or any lienholder or owner fails to contact the landlord by the specified date, or after that contact, fails to remove the personal property within 30 days for recreational vehicles, manufactured dwellings and floating homes or 15 days for all other personal property, the landlord may sell or dispose of the personal property. If the landlord reasonably believes that the personal property will be eligible for disposal pursuant to subsection (10)(b) of this section and the landlord intends to dispose of the property if the property is not claimed, the notice shall state that belief and intent; and

(i) If the personal property includes a recreational vehicle, manufactured dwelling or floating home and if applicable, there is a lienholder or owner that has a right to claim the recreational vehicle, dwelling or home, except as provided by subsection (18) of this section.

(6) For purposes of subsection (5) of this section, the specified date by which a tenant, lienholder or owner must contact a landlord to arrange for the disposition of abandoned personal property is:

(a) For abandoned recreational vehicles, manufactured dwellings or floating homes, not less than 45 days after personal delivery or mailing of the notice; or

(b) For all other abandoned personal property, not less than five days after personal delivery or eight days after mailing of the notice.

(7) After notifying the tenant as required by subsection (3) of this section, the landlord:

(a) Shall store any abandoned manufactured dwelling or floating home on the rented space and shall exercise reasonable care for the dwelling or home;

(b) Shall store all other abandoned personal property of the tenant, including goods left inside a recreational vehicle, manufactured dwelling or floating home or left upon the rented space outside a recreational vehicle, dwelling or home, in a place of safekeeping and shall exercise reasonable care for the personal property, except that the landlord may:

(A) Promptly dispose of rotting food; and

(B) Allow an animal control agency to remove any abandoned pets or livestock. If an animal control agency will not remove the abandoned pets or livestock, the landlord shall exercise

reasonable care for the animals given all the circumstances, including the type and condition of the animals, and may give the animals to an agency that is willing and able to care for the animals, such as a humane society or similar organization;

(c) Except for manufactured dwellings and floating homes, may store the abandoned personal property at the dwelling unit, move and store it elsewhere on the premises or move and store it at a commercial storage company or other place of safekeeping; and

(d) Is entitled to reasonable or actual storage charges and costs incidental to storage or disposal, including any cost of removal to a place of storage. In the case of an abandoned manufactured dwelling or floating home, the storage charge may be no greater than the monthly space rent last payable by the tenant.

(8) If a tenant, lienholder or owner, upon the receipt of the notice provided by subsection (3) or (4) of this section or otherwise, responds by actual notice to the landlord on or before the specified date in the landlord's notice that the tenant, lienholder or owner intends to remove the personal property from the premises or from the place of safekeeping, the landlord must make that personal property available for removal by the tenant, lienholder or owner by appointment at reasonable times during the 15 days or, in the case of a recreational vehicle, manufactured dwelling or floating home, 30 days following the date of the response, subject to subsection (18) of this section. If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b) of this section, but not pursuant to subsection (2)(c) of this section, the landlord may require payment of removal and storage charges, as provided in subsection (7)(d) of this section, prior to allowing the tenant, lienholder or owner to remove the personal property. Acceptance by a landlord of such payment does not operate to create or reinstate a tenancy or create a waiver pursuant to ORS 90.412 or 90.417.

(9) Except as provided in subsections (18) to (20) of this section, if the tenant, lienholder or owner of a recreational vehicle, manufactured dwelling or floating home does not respond within the time provided by the landlord's notice, or the tenant, lienholder or owner does not remove the personal property within the time required by subsection (8) of this section or by any date agreed to with the landlord, whichever is later, the tenant's, lienholder's or owner's personal property is conclusively presumed to be abandoned. The tenant and any lienholder or owner that have been given notice pursuant to subsection (3) or (4) of this section shall, except with regard to the distribution of sale proceeds pursuant to subsection (13) of this section, have no further right, title or interest to the personal property and may not claim or sell the property.

(10) If the personal property is presumed to be abandoned under subsection (9) of this section, the landlord then may:

(a) Sell the personal property at a public or private sale, provided that prior to the sale of a recreational vehicle, manufactured dwelling or floating home:

(A) The landlord may seek to transfer ownership of record of the personal property by complying with the requirements of the appropriate state agency; and

(B) The landlord shall:

(i) Place a notice in a newspaper of general circulation in the county in which the recreational vehicle, manufactured dwelling or floating home is located. The notice shall state:

(I) That the recreational vehicle, manufactured dwelling or floating home is abandoned;

(II) The tenant's and owner's name, if of record or actually known to the landlord;

(III) The address and any space number where the recreational vehicle, manufactured dwelling or floating home is located, and any plate, registration or other identification number

for a recreational vehicle or floating home noted on the certificate of title, if actually known to the landlord;

(IV) Whether the sale is by private bidding or public auction;

(V) Whether the landlord is accepting sealed bids and, if so, the last date on which bids will be accepted; and

(VI) The name and telephone number of the person to contact to inspect the recreational vehicle, manufactured dwelling or floating home;

(ii) At a reasonable time prior to the sale, give a copy of the notice required by sub-subparagraph (i) of this subparagraph to the tenant and to any lienholder and owner, by personal delivery or first class mail, except that for any lienholder, mail service must be by first class mail with certificate of mailing;

(iii) Obtain an affidavit of publication from the newspaper to show that the notice required under sub-subparagraph (i) of this subparagraph ran in the newspaper at least one day in each of two consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted; and

(iv) Obtain written proof from the county that all property taxes and assessments on the manufactured dwelling or floating home have been paid or, if not paid, that the county has authorized the sale, with the sale proceeds to be distributed pursuant to subsection (13) of this section;

(b) Destroy or otherwise dispose of the personal property if the landlord determines that:

(A) For a manufactured dwelling or floating home, the current market value of the property is \$8,000 or less as determined by the county assessor; or

(B) For all other personal property, the reasonable current fair market value is \$1,000 or less or so low that the cost of storage and conducting a public sale probably exceeds the amount that would be realized from the sale; or

(c) Consistent with paragraphs (a) and (b) of this subsection, sell certain items and destroy or otherwise dispose of the remaining personal property.

(11)(a) A public or private sale authorized by this section must:

(A) For a recreational vehicle, manufactured dwelling or floating home, be conducted consistent with the terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable; or

(B) For all other personal property, be conducted under the provisions of ORS 79.0610.

(b) If there is no buyer at a sale of a manufactured dwelling or floating home, the personal property is considered to be worth \$8,000 or less, regardless of current market value, and the landlord shall destroy or otherwise dispose of the personal property.

(12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the condition of a manufactured dwelling or floating home, the landlord is not liable for the condition of the dwelling or home to:

(a) A buyer of the dwelling or home at a sale pursuant to subsection (10)(a) of this section, with or without consideration; or

(b) A person or nonprofit organization to whom the landlord gives the dwelling or home pursuant to subsection (1)(b), (10)(b) or (11)(b) of this section.

(13)(a) The landlord may deduct from the proceeds of the sale:

(A) The reasonable or actual cost of notice, storage and sale; and

(B) Unpaid rent.

(b) If the sale was of a manufactured dwelling or floating home, after deducting the amounts listed in paragraph (a) of this subsection, the landlord shall remit the remaining proceeds, if any, to the county tax collector to the extent of any unpaid property taxes and assessments owed on the dwelling or home.

(c) If the sale was of a recreational vehicle, manufactured dwelling or floating home, after deducting the amounts listed in paragraphs (a) and (b) of this subsection, if applicable, the landlord shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid balance owed on the lien on the recreational vehicle, dwelling or home.

(d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if applicable, the landlord shall remit to the tenant or owner the remaining proceeds, if any, together with an itemized accounting.

(e) If the tenant or owner cannot after due diligence be found, the landlord shall deposit the remaining proceeds with the county treasurer of the county in which the sale occurred. If not claimed within three years, the deposited proceeds revert to the general fund of the county and are available for general purposes.

(14) The county tax collector shall cancel all unpaid property taxes and assessments owed on a manufactured dwelling or floating home, as provided under ORS 311.790, only under one of the following circumstances:

(a) The landlord disposes of the manufactured dwelling or floating home after a determination described in subsection (10)(b) of this section.

(b) There is no buyer of the manufactured dwelling or floating home at a sale described under subsection (11) of this section.

(c)(A) There is a buyer of the manufactured dwelling or floating home at a sale described under subsection (11) of this section;

(B) The current market value of the manufactured dwelling or floating home is \$8,000 or less; and

(C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments owed on the dwelling or home after distribution of the proceeds pursuant to subsection (13) of this section.

(d)(A) The landlord buys the manufactured dwelling or floating home at a sale described under subsection (11) of this section;

(B) The current market value of the manufactured dwelling or floating home is more than \$8,000;

(C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments owed on the manufactured dwelling or floating home after distribution of the proceeds pursuant to subsection (13) of this section; and

(D) The landlord disposes of the manufactured dwelling or floating home.

(15) The landlord is not responsible for any loss to the tenant, lienholder or owner resulting from storage of personal property in compliance with this section unless the loss was caused by the landlord's deliberate or negligent act. In the event of a deliberate and malicious violation, the landlord is liable for twice the actual damages sustained by the tenant, lienholder or owner.

(16) Complete compliance in good faith with this section shall constitute a complete defense in any action brought by a tenant, lienholder or owner against a landlord for loss or damage to such personal property disposed of pursuant to this section.

(17) If a landlord does not comply with this section:

(a) The tenant is relieved of any liability for damage to the premises caused by conduct that was not deliberate, intentional or grossly negligent and for unpaid rent and may recover from the landlord up to twice the actual damages sustained by the tenant;

(b) A lienholder or owner aggrieved by the noncompliance may recover from the landlord the actual damages sustained by the lienholder or owner. ORS 90.255 does not authorize an award of attorney fees to the prevailing party in any action arising under this paragraph; and

(c) A county tax collector aggrieved by the noncompliance may recover from the landlord the actual damages sustained by the tax collector, if the noncompliance is part of an effort by the landlord to defraud the tax collector. ORS 90.255 does not authorize an award of attorney fees to the prevailing party in any action arising under this paragraph.

90.449 Landlord discrimination against victim; exception; tenant defenses and remedies.

(1) A landlord may not terminate or fail to renew a tenancy, serve a notice to terminate a tenancy, bring or threaten to bring an action for possession, increase rent, decrease services or refuse to enter into a rental agreement:

(a) Because a tenant or applicant is, or has been, a victim of domestic violence, sexual assault or stalking.

(b) Because of a violation of the rental agreement or a provision of this chapter, if the violation consists of an incident of domestic violence, sexual assault or stalking committed against the tenant or applicant.

(c) Because of criminal activity relating to domestic violence, sexual assault or stalking in which the tenant or applicant is the victim, or of any police or emergency response related to domestic violence, sexual assault or stalking in which the tenant or applicant is the victim.

(2) A landlord may not impose different rules, conditions or standards or selectively enforce rules, conditions or standards against a tenant or applicant on the basis that the tenant or applicant is or has been a victim of domestic violence, sexual assault or stalking.

(3) Notwithstanding subsections (1) and (2) of this section, a landlord may terminate the tenancy of a victim of domestic violence, sexual assault or stalking if the landlord has previously given the tenant a written warning regarding the conduct of the perpetrator relating to domestic violence, sexual assault or stalking and:

(a) The tenant permits or consents to the perpetrator's presence on the premises and the perpetrator is an actual and imminent threat to the safety of persons on the premises other than the victim; or

(b) The perpetrator is an unauthorized occupant and the tenant permits or consents to the perpetrator living in the dwelling unit without the permission of the landlord.

(4) If a landlord violates this section:

(a) A tenant or applicant may recover up to two months' periodic rent or twice the actual damages sustained by the tenant or applicant, whichever is greater;

(b) The tenant has a defense to an action for possession by the landlord; and

(c) The applicant may obtain injunctive relief to gain possession of the dwelling unit.

(5) Notwithstanding ORS 105.137 (4), if a tenant asserts a successful defense under subsection (4) of this section to an action for possession, the tenant is not entitled to prevailing party fees, attorney fees or costs and disbursements if the landlord:

(a) Did not know, and did not have reasonable cause to know, at the time of commencing the action that a violation or incident on which the action was based was related to domestic violence, sexual assault or stalking; and

(b) Promptly dismissed tenants other than the perpetrator from the action upon becoming aware that the violation or incident on which the action was based was related to domestic violence, sexual assault or stalking. [2007 c.508 §4; 2011 c.42 §9]

90.453 Termination by tenant who is victim of domestic violence, sexual assault or stalking; verification statement. (1) As used in this section:

(a) “Immediate family member” means, with regard to a tenant who is a victim of domestic violence, sexual assault or stalking, any of the following who is not a perpetrator of the domestic violence, sexual assault or stalking against the tenant:

(A) An adult person related by blood, adoption, marriage or domestic partnership, as defined in ORS 106.310, or as defined or described in similar law in another jurisdiction;

(B) A cohabitant in an intimate relationship;

(C) An unmarried parent of a joint child; or

(D) A child, grandchild, foster child, ward or guardian of the victim or of anyone listed in subparagraph (A), (B) or (C) of this paragraph.

(b) “Qualified third party” means a person that has had individual contact with the tenant and is a law enforcement officer, **attorney** or licensed health professional or is a victim’s advocate at a victim services provider.

(c) “Verification” means:

(A) A copy of a valid order of protection issued by a court pursuant to ORS 30.866, 107.095 (1)(c), 107.716, 107.718, 107.725, 107.730, 163.738, 163.765, 163.767 or 163.775 or any other federal, state, local or tribal court order that restrains a person from contact with the tenant;

(B) A copy of a federal agency or state, local or tribal police report regarding an act of domestic violence, sexual assault or stalking against the tenant;

(C) A copy of a conviction of any person for an act of domestic violence, sexual assault or stalking against the tenant; or

(D) A statement substantially in the form set forth in subsection (3) of this section.

(d) “Victim services provider” means:

(A) A nonprofit agency or program receiving moneys administered by the Department of Human Services or the Department of Justice that offers safety planning, counseling, support or advocacy to victims of domestic violence, sexual assault or stalking; or

(B) A prosecution-based victim assistance program or unit.

(2)(a) If a tenant gives a landlord at least 14 days’ written notice, and the notice so requests, the landlord shall release the tenant and any immediate family member of the tenant from the rental agreement.

(b) The notice given by the tenant must specify the release date and must list the names of any immediate family members to be released in addition to the tenant.

(c) The notice must be accompanied by verification that the tenant:

(A) Is protected by a valid order of protection; or

(B) Has been the victim of domestic violence, sexual assault or stalking within the 90 days preceding the date of the notice. For purposes of this subparagraph, any time the perpetrator was incarcerated or residing more than 100 miles from the victim’s home does not count as part of the 90-day period.

(3) A verification statement must be signed by the tenant and the qualified third party and be in substantially the following form:

QUALIFIED THIRD PARTY
VERIFICATION

Name of qualified third party

Name of tenant

PART 1. STATEMENT BY TENANT

I, _____(Name of tenant), do hereby state as follows:

(A) I or a minor member of my household have been a victim of domestic violence, sexual assault or stalking, as those terms are defined in ORS 90.100.

(B) The most recent incident(s) that I rely on in support of this statement occurred on the following date(s):_____.

___The time since the most recent incident took place is less than 90 days; or

___The time since the most recent incident took place is less than 90 days if periods when the perpetrator was incarcerated or was living more than 100 miles from my home are not counted. The perpetrator was incarcerated from _____ to_____. The perpetrator lived more than 100 miles from my home from _____ to_____.

(C) I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

(Signature of tenant)
Date: _____

PART 2. STATEMENT BY QUALIFIED THIRD PARTY

I, _____(Name of qualified third party), do hereby verify as follows:

(A) I am a law enforcement officer, attorney or licensed health professional or a victim’s advocate with a victims services provider, as defined in ORS 90.453.

MANUFACTURED DWELLING AND FLOATING HOME SPACES

(General Provisions)

90.505 Definitions for ORS 90.505 to 90.850; application of statutes. (1) As used in ORS 90.505 to 90.850:

(a) “Deterioration”:

(A) Includes a collapsing or failing staircase or railing, one or more holes in a wall or roof, an inadequately supported window air conditioning unit, falling gutters, siding or skirting, or paint that is peeling or faded as to threaten the useful life or integrity of the siding.

(B) Does not include aesthetic or cosmetic concerns.

(b) “Disrepair”:

(A) Means the state of being in need of repair because a component is broken, collapsing, creating a safety hazard or generally in need of maintenance.

(B) Includes the need to correct a failure to conform with applicable building and housing codes at the time of:

(i) Installation of the manufactured dwelling or floating home on the site.

(ii) Making improvements to the manufactured dwelling or floating home following installation.

(c) “Rent a space for a manufactured dwelling or floating home,” or similar wording, means a transaction creating a rental agreement in which the owner of a manufactured dwelling or floating home secures the right to locate the dwelling or home on the real property of another in a facility for use as a residence in return for value, and in which the owner of the manufactured dwelling or floating home retains no interest in the real property at the end of the transaction.

(2) Unless otherwise provided, ORS 90.100 to 90.465 apply to rental agreements that are subject to ORS 90.505 to 90.850. However, to the extent of inconsistency, the applicable provisions of ORS 90.505 to 90.850 control over the provisions of ORS 90.100 to 90.465. [Formerly 91.873; 1991 c.844 §5; 1999 c.676 §19; 2017 c.324 §1]

90.510 Statement of policy; rental agreement; rules and regulations; remedies. (1) Every landlord who rents a space for a manufactured dwelling or floating home shall provide a written statement of policy to prospective and existing tenants. The purpose of the statement of policy is to provide disclosure of the landlord’s policies to prospective tenants and to existing tenants who have not previously received a statement of policy. The statement of policy is not a part of the rental agreement. The statement of policy shall provide all of the following information in summary form:

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

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

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

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

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

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

(g) The facility policy regarding facility sale.

(h) The facility policy regarding mandatory mediation under ORS 90.767 and informal dispute resolution, if any, under ORS 90.769.

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

(j) The facility policy regarding methods of billing for utilities and services as described in ORS 90.560 to 90.584.

(k) If a tenants' association exists for the facility, a one-page summary about the tenants' association. The tenants' association shall provide the summary to the landlord.

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

(m) Any facility policy regarding the planting of trees on the rented space for a manufactured dwelling.

(2) The rental agreement and the facility rules and regulations must be attached as an exhibit to the statement of policy. If the recipient of the statement of policy is a tenant, the rental agreement attached to the statement of policy must be a copy of the agreement entered by the landlord and tenant.

(3) The landlord shall give:

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

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

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

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

(a) Mutual agreement of the parties;

(b) The landlord unilaterally under ORS 90.155 (4), 90.302 (9), 90.530, 90.566, 90.574, 90.578 (3), 90.600, 90.610, 90.643, 90.725 (3)(f) and (7), 90.727 or 90.767 (9); or

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

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

(a) The location and approximate size of the rented space.

(b) The federal fair-housing age classification.

(c) The rent per month.

(d) All personal property, services and facilities provided by the landlord.

(e) All security deposits, fees and installation charges imposed by the landlord.

(f) Any facility policy regarding the planting of trees on the rented space for a manufactured dwelling.

(g) Improvements that the tenant may or must make to the rental space, including plant materials and landscaping.

(h) Provisions for dealing with improvements to the rental space at the termination of the tenancy.

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

(j) That the tenant may not sell the tenant's manufactured dwelling or floating home to a person who intends to leave the manufactured dwelling or floating home on the rental space until the landlord has accepted the person as a tenant.

(k) The term of the tenancy.

(L) The process by which the rental agreement or rules and regulations may be changed that is consistent with ORS 90.610.

(m) The process by which the landlord or tenant shall give notices.

(n) That either party may request no-cost mandatory mediation of disputes through the Housing and Community Services Department or a dispute resolution program described in ORS 36.155 and the process by which mandatory mediation is initiated and conducted that is consistent with ORS 90.767.

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

(a) The rule or regulation:

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

(B) Preserves the landlord's property from abusive use; or

(C) Makes a fair distribution of services and facilities held out for the general use of the tenants.

(b) The rule or regulation:

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

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

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

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

(b) As used in this subsection:

(A) Factors to be considered in determining reasonableness include:

(i) The size of the dwelling.

(ii) The size of the rented space.

(iii) Any discriminatory impact as described in ORS 659A.421 and 659A.425.

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

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

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

(9) A receipt signed by the potential tenant or tenants for documents required to be delivered by the landlord pursuant to subsections (1) to (3) of this section is a defense for the landlord in an action against the landlord for nondelivery of the documents.

(10) A suit or action arising under subsection (8) of this section must be commenced within one year after the discovery or identification of the alleged violation.

(11) Every landlord who publishes a directory of tenants and tenant services must include a one-page summary regarding any tenants' association. The tenants' association shall provide the summary to the landlord. [Formerly 91.875; 1991 c.844 §6; 1993 c.580 §3; 1995 c.559 §34; 1997 c.304 §3; 1997 c.305 §1; 1997 c.577 §26; 1999 c.603 §32; 1999 c.676 §20; 2001 c.596 §35a; 2005 c.22 §63; 2005 c.391 §23; 2005 c.619 §19b; 2009 c.816 §5; 2011 c.503 §5; 2013 c.443 §8; 2019 c.625 §53]

90.675 Disposition of manufactured dwelling or floating home left in facility; notice; sale; limitation on landlord liability; tax cancellation; storage agreements; hazardous property. (1) As used in this section:

(a) "Current market value" means the amount in cash, as determined by the county assessor, that could reasonably be expected to be paid for personal property by an informed buyer to an informed seller, each acting without compulsion in an arm's-length transaction occurring on the assessment date for the tax year or on the date of a subsequent reappraisal by the county assessor.

(b) "Dispose of the personal property" means that, if reasonably appropriate, the landlord may throw away the property or may give it without consideration to a nonprofit organization or to a person unrelated to the landlord. The landlord may not retain the property for personal use or benefit.

(c) "Lienholder" means any lienholder of abandoned personal property, if the lien is of record or the lienholder is actually known to the landlord.

(d) "Of record" means:

(A) For a manufactured dwelling, that a security interest has been properly recorded in the records of the Department of Consumer and Business Services pursuant to ORS 446.611 or on a certificate of title issued by the Department of Transportation prior to May 1, 2005.

(B) For a floating home, that a security interest has been properly recorded with the State Marine Board pursuant to ORS 830.740 to 830.755 for a home registered and titled with the board pursuant to ORS 830.715.

(e) "Personal property" means only a manufactured dwelling or floating home located in a facility and subject to ORS 90.505 to 90.850. "Personal property" does not include goods left inside a manufactured dwelling or floating home or left upon a rented space and subject to disposition under ORS 90.425.

(2) A landlord is responsible for abandoned personal property and shall store, sell or dispose of abandoned personal property as provided by this section. This section governs the rights and obligations of landlords, tenants and any lienholders in any personal property abandoned or left upon the premises by the tenant or any lienholder in the following circumstances:

(a) The tenancy has ended by termination or expiration of a rental agreement or by relinquishment or abandonment of the premises and the landlord reasonably believes under all

the circumstances that the tenant has left the personal property upon the premises with no intention of asserting any further claim to the premises or to the personal property;

(b) The tenant has been absent from the premises continuously for seven days after termination of a tenancy by a court order that has not been executed; or

(c) The landlord receives possession of the premises from the sheriff following restitution pursuant to ORS 105.161.

(3) Prior to storing, selling or disposing of the tenant's personal property under this section, the landlord must give a written notice to the tenant that must be:

(a) Personally delivered to the tenant; or

(b) Sent by first class mail addressed and mailed to the tenant at:

(A) The premises;

(B) Any post-office box held by the tenant and actually known to the landlord; and

(C) The most recent forwarding address if provided by the tenant or actually known to the landlord.

(4)(a) A landlord shall also give a copy of the notice described in subsection (3) of this section to:

(A) Any lienholder of the personal property;

(B) The tax collector of the county where the personal property is located; and

(C) The assessor of the county where the personal property is located.

(b) The landlord shall give the notice copy required by this subsection by personal delivery or first class mail, except that for any lienholder, mail service must be both by first class mail and by certified mail with return receipt requested.

(c) A notice to lienholders under paragraph (a)(A) of this subsection must be sent to each lienholder at each address:

(A) Actually known to the landlord;

(B) Of record; and

(C) Provided to the landlord by the lienholder in a written notice that identifies the personal property subject to the lien and that was sent to the landlord by certified mail with return receipt requested within the preceding five years. The notice must identify the personal property by describing the physical address of the property.

(5) The notice required under subsection (3) of this section must state that:

(a) The personal property left upon the premises is considered abandoned;

(b) The tenant or any lienholder must contact the landlord by a specified date, as provided in subsection (6) of this section, to arrange for the removal of the abandoned personal property;

(c) The personal property is stored on the rented space;

(d) The tenant or any lienholder, except as provided by subsection (19) of this section, may arrange for removal of the personal property by contacting the landlord at a described telephone number or address on or before the specified date;

(e) The landlord shall make the personal property available for removal by the tenant or any lienholder, except as provided by subsection (19) of this section, by appointment at reasonable times;

(f) If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b) of this section, the landlord may require payment of storage charges, as provided by subsection (7)(b) of this section, prior to releasing the personal property to the tenant or any lienholder;

(g) If the personal property is considered to be abandoned pursuant to subsection (2)(c) of this section, the landlord may not require payment of storage charges prior to releasing the personal property;

(h) If the tenant or any lienholder fails to contact the landlord by the specified date or fails to remove the personal property within 30 days after that contact, the landlord may sell or dispose of the personal property. If the landlord reasonably believes the county assessor will determine that the current market value of the personal property is \$8,000 or less, and the landlord intends to dispose of the property if the property is not claimed, the notice shall state that belief and intent; and

(i) If applicable, there is a lienholder that has a right to claim the personal property, except as provided by subsection (19) of this section.

(6) For purposes of subsection (5) of this section, the specified date by which a tenant or lienholder must contact a landlord to arrange for the disposition of abandoned personal property must be not less than 45 days after personal delivery or mailing of the notice.

(7) After notifying the tenant as required by subsection (3) of this section, the landlord:

(a) Shall store the abandoned personal property of the tenant on the rented space and shall exercise reasonable care for the personal property; and

(b) Is entitled to reasonable or actual storage charges and costs incidental to storage or disposal. The storage charge may be no greater than the monthly space rent last payable by the tenant.

(8) If a tenant or lienholder, upon the receipt of the notice provided by subsection (3) or (4) of this section or otherwise, responds by actual notice to the landlord on or before the specified date in the landlord's notice that the tenant or lienholder intends to remove the personal property from the premises, the landlord must make that personal property available for removal by the tenant or lienholder by appointment at reasonable times during the 30 days following the date of the response, subject to subsection (19) of this section. If the personal property is considered to be abandoned pursuant to subsection (2)(a) or (b) of this section, but not pursuant to subsection (2)(c) of this section, the landlord may require payment of storage charges, as provided in subsection (7)(b) of this section, prior to allowing the tenant or lienholder to remove the personal property. Acceptance by a landlord of such payment does not operate to create or reinstate a tenancy or create a waiver pursuant to ORS 90.412 or 90.417.

(9) Except as provided in subsections (19) to (22) of this section, if the tenant or lienholder does not respond within the time provided by the landlord's notice, or the tenant or lienholder does not remove the personal property within 30 days after responding to the landlord or by any date agreed to with the landlord, whichever is later, the personal property is conclusively presumed to be abandoned. The tenant and any lienholder that have been given notice pursuant to subsection (3) or (4) of this section shall, except with regard to the distribution of sale proceeds pursuant to subsection (13) of this section, have no further right, title or interest to the personal property and may not claim or sell the property.

(10) If the personal property is presumed to be abandoned under subsection (9) of this section, the landlord then may:

(a) Sell the personal property at a public or private sale, provided that prior to the sale:

(A) The landlord may seek to transfer ownership of record of the personal property by complying with the requirements of the appropriate state agency; and

(B) The landlord shall:

(i) Place a notice in a newspaper of general circulation in the county in which the personal property is located. The notice shall state:

(I) That the personal property is abandoned;

(II) The tenant's name;

(III) The address and any space number where the personal property is located, and any plate, registration or other identification number for a floating home noted on the title, if actually known to the landlord;

(IV) Whether the sale is by private bidding or public auction;

(V) Whether the landlord is accepting sealed bids and, if so, the last date on which bids will be accepted; and

(VI) The name and telephone number of the person to contact to inspect the personal property;

(ii) At a reasonable time prior to the sale, give a copy of the notice required by sub-subparagraph (i) of this subparagraph to the tenant and to any lienholder, by personal delivery or first class mail, except that for any lienholder, mail service must be by first class mail with certificate of mailing;

(iii) Obtain an affidavit of publication from the newspaper to show that the notice required under sub-subparagraph (i) of this subparagraph ran in the newspaper at least one day in each of two consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted; and

(iv) Obtain written proof from the county that all property taxes and assessments on the personal property have been paid or, if not paid, that the county has authorized the sale, with the sale proceeds to be distributed pursuant to subsection (13) of this section; or

(b) Destroy or otherwise dispose of the personal property if the landlord determines from the county assessor that the current market value of the property is \$8,000 or less.

(11)(a) A public or private sale authorized by this section must be conducted consistent with the terms listed in subsection (10)(a)(B)(i) of this section. Every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable.

(b) If there is no buyer at a sale described under paragraph (a) of this subsection, the personal property is considered to be worth \$8,000 or less, regardless of current market value, and the landlord shall destroy or otherwise dispose of the personal property.

(12) Notwithstanding ORS 446.155 (1) and (2), unless a landlord intentionally misrepresents the condition of personal property, the landlord is not liable for the condition of the personal property to:

(a) A buyer of the personal property at a sale pursuant to subsection (10)(a) of this section, with or without consideration; or

(b) A person or nonprofit organization to whom the landlord gives the personal property pursuant to subsection (1)(b), (10)(b) or (11)(b) of this section.

(13)(a) The landlord may deduct from the proceeds of the sale:

(A) The reasonable or actual cost of notice, storage and sale; and

(B) Unpaid rent.

(b) After deducting the amounts listed in paragraph (a) of this subsection, the landlord shall remit the remaining proceeds, if any, to the county tax collector to the extent of any unpaid property taxes and assessments owed on the dwelling or home.

(c) After deducting the amounts listed in paragraphs (a) and (b) of this subsection, if applicable, the landlord shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid balance owed on the lien on the personal property.

(d) After deducting the amounts listed in paragraphs (a), (b) and (c) of this subsection, if applicable, the landlord shall remit to the tenant the remaining proceeds, if any, together with an itemized accounting.

(e) If the tenant cannot after due diligence be found, the landlord shall deposit the remaining proceeds with the county treasurer of the county in which the sale occurred. If not claimed within three years, the deposited proceeds revert to the general fund of the county and are available for general purposes.

(14) The county tax collector and the Department of Revenue shall cancel all unpaid property taxes and special assessments as provided under ORS 305.155 and 311.790 only under one of the following circumstances:

(a) The landlord disposes of the personal property after a determination described in subsection (10)(b) of this section.

(b) There is no buyer of the personal property at a sale described under subsection (11) of this section and the landlord disposes of the property.

(c)(A) There is a buyer of the personal property at a sale described under subsection (11) of this section;

(B) The current market value of the personal property is \$8,000 or less; and

(C) The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments owed on the personal property after distribution of the proceeds pursuant to subsection (13) of this section.

(d) The landlord buys the personal property at a sale described under subsection (11) of this section and sells the property, in compliance with subsection (15) of this section, to a buyer who intends to occupy the property in the facility in which the property is located.

(e) The landlord acquires the personal property as a result of an agreement described in subsection (24) of this section and sells the property, in compliance with subsection (15) of this section, to a buyer who intends to occupy the property in the facility in which the property is located.

(15)(a) Subsection (14)(d) and (e) of this section apply only if:

(A) There exists a lien on the personal property for unpaid property taxes and special assessments owed to a county or to the Department of Revenue and the landlord files an affidavit or declaration with the county tax collector or the Department of Revenue, as appropriate, that states:

(i) The landlord's intent to sell the property in an arm's-length transaction to an unrelated buyer who intends to occupy the property in the facility in which the property is located; and

(ii) That the landlord shall comply with the requirements of this subsection; and

(B) Following the sale described in paragraph (a)(A) of this subsection, the landlord files an affidavit or declaration with the county tax collector or the Department of Revenue, as appropriate, that states:

(i) That the landlord has sold the property in an arm's-length transaction to an unrelated buyer who intends to occupy the property in the facility in which the property is located;

(ii) The sale price and a description of the landlord's claims against the property or costs from the sale, as described under subsection (13)(a) of this section, and any costs of improvements to the property for sale; and

(iii) The period of time, which may not be more than is reasonably necessary, that is taken by the landlord to complete the sale of the property.

(b) After a landlord files the affidavit or declaration under paragraph (a)(A) of this subsection, the county tax collector shall provide to the landlord a title to the property that the landlord may then provide to a buyer at the time of the sale of the property.

(c) The affidavit or declaration described in paragraph (a)(B) of this subsection must be accompanied by:

(A) Payment to the county tax collector or the Department of Revenue, as appropriate, of the amount remaining from the sale proceeds after the deduction of the landlord's claims and costs as described in the affidavit or declaration, up to the amount of the unpaid taxes or tax lien. The landlord may retain the amount of the sale proceeds that exceed the amount of the unpaid taxes or tax lien;

(B) Payment to the county tax collector of any county warrant fees; and

(C) An affidavit or declaration from the buyer that states the buyer's intent to occupy the property in the facility in which the property is located.

(d) Upon a showing of compliance with paragraph (c) of this subsection, the county tax collector or the Department of Revenue shall cancel all unpaid taxes or tax liens on the property.

(16) The landlord is not responsible for any loss to the tenant or lienholder resulting from storage of personal property in compliance with this section unless the loss was caused by the landlord's deliberate or negligent act. In the event of a deliberate and malicious violation, the landlord is liable for twice the actual damages sustained by the tenant or lienholder.

(17) Complete compliance in good faith with this section shall constitute a complete defense in any action brought by a tenant or lienholder against a landlord for loss or damage to such personal property disposed of pursuant to this section.

(18) If a landlord does not comply with this section:

(a) The tenant is relieved of any liability for damage to the premises caused by conduct that was not deliberate, intentional or grossly negligent and for unpaid rent and may recover from the landlord up to twice the actual damages sustained by the tenant;

(b) A lienholder aggrieved by the noncompliance may recover from the landlord the actual damages sustained by the lienholder. ORS 90.255 does not authorize an award of attorney fees to the prevailing party in any action arising under this paragraph; and

(c) A county tax collector aggrieved by the noncompliance may recover from the landlord the actual damages sustained by the tax collector, if the noncompliance is part of an effort by the landlord to defraud the tax collector. ORS 90.255 does not authorize an award of attorney fees to the prevailing party in any action arising under this paragraph.

(19) The provisions of this section regarding the rights and responsibilities of a tenant to the abandoned personal property also apply to any lienholder, except that the lienholder may not sell or remove the dwelling or home unless:

(a) The lienholder has foreclosed the lien on the manufactured dwelling or floating home;

(b) The tenant or a personal representative or designated person described in subsection (21) of this section has waived all rights under this section pursuant to subsection (24) of this section; or

(c) The notice and response periods provided by subsections (6) and (8) of this section have expired.

(20)(a) Except as provided by subsection (21)(d) and (e) of this section, if a lienholder makes a timely response to a notice of abandoned personal property pursuant to subsections (6) and (8)

of this section and so requests, a landlord shall enter into a written storage agreement with the lienholder providing that the personal property may not be sold or disposed of by the landlord for up to 12 months. A storage agreement entitles the lienholder to store the personal property on the previously rented space during the term of the agreement, but does not entitle anyone to occupy the personal property.

(b) The lienholder's right to a storage agreement arises upon the failure of the tenant or, in the case of a deceased tenant, the personal representative, designated person, heir or devisee to remove or sell the dwelling or home within the allotted time.

(c) To exercise the right to a storage agreement under this subsection, in addition to contacting the landlord with a timely response as described in paragraph (a) of this subsection, the lienholder must enter into the proposed storage agreement within 60 days after the landlord gives a copy of the agreement to the lienholder. The landlord shall give a copy of the proposed storage agreement to the lienholder in the same manner as provided by subsection (4)(b) of this section. The landlord may include a copy of the proposed storage agreement with the notice of abandoned property required by subsection (4) of this section. A lienholder enters into a storage agreement by signing a copy of the agreement provided by the landlord and personally delivering or mailing the signed copy to the landlord within the 60-day period. If the tenancy is in a marina, the proposed storage agreement is conditioned upon the tenant not electing to enter into a storage agreement under subsection (22) of this section.

(d) The storage agreement may require, in addition to other provisions agreed to by the landlord and the lienholder, that:

(A) The lienholder make timely periodic payment of all storage charges, as described in subsection (7)(b) of this section, accruing from the commencement of the 45-day period described in subsection (6) of this section. A storage charge may include a utility or service charge, as described in ORS 90.562, if limited to charges for electricity, water, sewer service and natural gas and if incidental to the storage of personal property. A storage charge may not be due more frequently than monthly;

(B) The lienholder pay a late charge or fee for failure to pay a storage charge by the date required in the agreement, if the amount of the late charge is no greater than for late charges imposed on facility tenants;

(C) The lienholder maintain the personal property and the space on which the personal property is stored in a manner consistent with the rights and obligations described in the rental agreement that the landlord currently provides to tenants as required by ORS 90.510 (4); and

(D) The lienholder repair any defects in the physical condition of the personal property that existed prior to the lienholder entering into the storage agreement, if the defects and necessary repairs are reasonably described in the storage agreement and, for homes that were first placed on the space within the previous 24 months, the repairs are reasonably consistent with facility standards in effect at the time of placement. The lienholder shall have 90 days after entering into the storage agreement to make the repairs. Failure to make the repairs within the allotted time constitutes a violation of the storage agreement and the landlord may terminate the agreement by giving at least 14 days' written notice to the lienholder stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the lienholder.

(e) Notwithstanding subsection (7)(b) of this section, a landlord may increase the storage charge if the increase is part of a facility-wide rent increase for all facility tenants, the increase is

no greater than the increase for other tenants and the landlord gives the lienholder written notice consistent with the requirements of ORS 90.600.

(f) During the term of an agreement described under this subsection, the lienholder has the right to remove or sell the property, subject to the provisions of the lien. Selling the property includes a sale to a purchaser who wishes to leave the property on the rented space and become a tenant, subject to the provisions of ORS 90.680. The landlord may condition approval for occupancy of any purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

(g)(A) Except as provided in paragraph (d)(D) of this subsection, if the lienholder violates the storage agreement, the landlord may terminate the agreement by giving at least 90 days' written notice to the lienholder stating facts sufficient to notify the lienholder of the reason for the termination. Unless the lienholder corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the lienholder.

(B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph for failure of the lienholder to pay a storage charge and the lienholder corrects the violation, if the lienholder again violates the storage agreement by failing to pay a subsequent storage charge, the landlord may terminate the agreement by giving at least 30 days' written notice to the lienholder stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the lienholder.

(C) A lienholder may terminate a storage agreement at any time upon at least 14 days' written notice to the landlord and may remove the property from the facility if the lienholder has paid all storage charges and other charges as provided in the agreement.

(h) Upon the failure of a lienholder to enter into a storage agreement as provided by this subsection or upon termination of an agreement, unless the parties otherwise agree or the lienholder has sold or removed the property, the landlord may sell or dispose of the property pursuant to this section without further notice to the lienholder.

(21) If the personal property is considered abandoned as a result of the death of a tenant who was the only tenant, this section applies, except as follows:

(a) The provisions of this section regarding the rights and responsibilities of a tenant to the abandoned personal property shall apply to any personal representative named in a will or appointed by a court to act for the deceased tenant or any person designated in writing by the tenant to be contacted by the landlord in the event of the tenant's death.

(b) The notice required by subsection (3) of this section must be:

(A) Sent by first class mail to the deceased tenant at the premises; and

(B) Personally delivered or sent by first class mail to any personal representative or designated person if actually known to the landlord.

(c) The notice described in subsection (5) of this section must refer to any personal representative or designated person, instead of the deceased tenant, and must incorporate the provisions of this subsection.

(d) If a personal representative, designated person or other person entitled to possession of the property, such as an heir or devisee, responds by actual notice to a landlord within the 45-day period provided by subsection (6) of this section and so requests, the landlord shall enter into a written storage agreement with the representative or person providing that the personal property

may not be sold or disposed of by the landlord for up to 90 days or until conclusion of any probate proceedings, whichever is later. A storage agreement entitles the representative or person to store the personal property on the previously rented space during the term of the agreement, but does not entitle anyone to occupy the personal property. If such an agreement is entered, the landlord may not enter a similar agreement with a lienholder pursuant to subsection (20) of this section until the agreement with the personal representative or designated person ends.

(e) If a personal representative or other person requests that a landlord enter into a storage agreement, subsection (20)(c) to (e) and (g)(C) of this section applies, with the representative or person having the rights and responsibilities of a lienholder with regard to the storage agreement.

(f) During the term of an agreement described under paragraph (d) of this subsection, the representative or person has the right to remove or sell the property, including a sale to a purchaser or a transfer to an heir or devisee where the purchaser, heir or devisee wishes to leave the property on the rented space and become a tenant, subject to the provisions of ORS 90.680. The landlord also may condition approval for occupancy of any purchaser, heir or devisee of the property upon payment of all unpaid storage charges and maintenance costs.

(g) If the representative or person violates the storage agreement, the landlord may terminate the agreement by giving at least 30 days' written notice to the representative or person stating facts sufficient to notify the representative or person of the reason for the termination. Unless the representative or person corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the representative or person.

(h) Upon the failure of a representative or person to enter into a storage agreement as provided by this subsection or upon termination of an agreement, unless the parties otherwise agree or the representative or person has sold or removed the property, the landlord may sell or dispose of the property pursuant to this section without further notice to the representative or person.

(22)(a) If a tenant of a marina makes a timely response to a notice of abandoned personal property pursuant to subsections (6) and (8) of this section and so requests, and has not entered into a storage agreement under ORS 90.545 (7), a landlord shall enter into a written storage agreement with the tenant providing that the personal property may not be sold or disposed of by the landlord for up to 12 months. A storage agreement entitles the tenant to store the personal property on the previously rented space during the term of the agreement but does not entitle anyone to occupy the personal property.

(b) To exercise the right to a storage agreement under this subsection, in addition to contacting the landlord with a timely response as described in paragraph (a) of this subsection, the tenant must enter into the proposed storage agreement within 60 days after the landlord gives a copy of the agreement to the tenant. The landlord shall give a copy of the proposed storage agreement to the tenant in the same manner as provided by subsection (3) of this section. The landlord may include a copy of the proposed storage agreement with the notice of abandoned property required by subsection (3) of this section. A tenant enters into a storage agreement by signing a copy of the agreement provided by the landlord and personally delivering or mailing the signed copy to the landlord within the 60-day period.

(c) The storage agreement may require, in addition to other provisions agreed to by the landlord and the tenant, that:

(A) The tenant make timely periodic payment of all storage charges, as described in subsection (7)(b) of this section, accruing from the commencement of the 45-day period

described in subsection (6) of this section. A storage charge may include a utility or service charge, as described in ORS 90.562, if limited to charges for electricity, water, sewer service and natural gas and if incidental to the storage of personal property. A storage charge may not be due more frequently than monthly.

(B) The tenant pay a late charge or fee for failure to pay a storage charge by the date required in the agreement, if the amount of the late charge is no greater than for late charges imposed on facility tenants.

(C) The tenant maintain the personal property and the space on which the personal property is stored in a manner consistent with the rights and obligations described in the rental agreement that the landlord currently provides to tenants as required by ORS 90.510 (4).

(D) The tenant repair any defects in the physical condition of the personal property that existed prior to the tenant entering into the storage agreement, except repair the float of the home, if the defects and necessary repairs are reasonably described in the storage agreement and, for homes that were first placed on the space within the previous 24 months, the repairs are reasonably consistent with facility standards in effect at the time of placement. The tenant shall have 90 days after entering into the storage agreement to make the repairs. Failure to make the repairs within the allotted time constitutes a violation of the storage agreement and the landlord may terminate the agreement by giving at least 14 days' written notice to the tenant stating facts sufficient to notify the tenant of the reason for termination. Unless the tenant corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the tenant.

(d) Notwithstanding subsection (7)(b) of this section, a landlord may increase the storage charge if the increase is part of a facility-wide rent increase for all facility tenants, the increase is no greater than the increase for other tenants and the landlord gives the tenant written notice consistent with the requirements of ORS 90.600.

(e) During the term of an agreement described under this subsection, the tenant has the right to remove or sell the property. Selling the property includes a sale to a purchaser who wishes to leave the property on the rented space and become a tenant, subject to the provisions of ORS 90.680. The landlord may condition approval for occupancy of any purchaser of the property upon payment of all unpaid storage charges and maintenance costs.

(f)(A) Except as provided in paragraph (c)(D) of this subsection, if the tenant violates the storage agreement, the landlord may terminate the agreement by giving at least 90 days' written notice to the tenant stating facts sufficient to notify the tenant of the reason for the termination. Unless the tenant corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the tenant.

(B) After a landlord gives a termination notice pursuant to subparagraph (A) of this paragraph for failure of the tenant to pay a storage charge and the tenant corrects the violation, if the tenant again violates the storage agreement by failing to pay a subsequent storage charge, the landlord may terminate the agreement by giving at least 30 days' written notice to the tenant stating facts sufficient to notify the tenant of the reason for termination. Unless the tenant corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the tenant.

(C) A tenant may terminate a storage agreement at any time upon at least 14 days' written notice to the landlord and may remove the property from the facility if the tenant has paid all storage charges and other charges as provided in the agreement.

(g) Upon the failure of a tenant to enter into a storage agreement as provided by this subsection or upon termination of an agreement, unless the parties otherwise agree, the landlord may sell or dispose of the property pursuant to this section without further notice to the tenant after providing at least 15 days' written notice to any lienholder to enter into a storage agreement under subsection (20) of this section.

(23) If a governmental agency determines that the condition of personal property abandoned under this section constitutes an extreme health or safety hazard under state or local law and the agency determines that the hazard endangers others in the facility and requires quick removal of the property, the landlord may sell or dispose of the property pursuant to this subsection. The landlord shall comply with all provisions of this section, except as follows:

(a) The date provided in subsection (6) of this section by which a tenant, lienholder, personal representative or designated person must contact a landlord to arrange for the disposition of the property must be not less than 15 days after personal delivery or mailing of the notice required by subsection (3) of this section.

(b) The date provided in subsections (8) and (9) of this section by which a tenant, lienholder, personal representative or designated person must remove the property must be not less than seven days after the tenant, lienholder, personal representative or designated person contacts the landlord.

(c) The notice required by subsection (3) of this section must be as provided in subsection (5) of this section, except that:

(A) The dates and deadlines in the notice for contacting the landlord and removing the property must be consistent with this subsection;

(B) The notice must state that a governmental agency has determined that the property constitutes an extreme health or safety hazard and must be removed quickly; and

(C) The landlord shall attach a copy of the agency's determination to the notice.

(d) If the tenant, a lienholder or a personal representative or designated person does not remove the property within the time allowed, the landlord or a buyer at a sale by the landlord under subsection (11) of this section shall promptly remove the property from the facility.

(e) A landlord is not required to enter into a storage agreement with a lienholder, personal representative or designated person pursuant to subsection (20) of this section.

(24)(a) A landlord may sell or dispose of a tenant's abandoned personal property without complying with the provisions of this section if, after termination of the tenancy or no more than seven days prior to the termination of the tenancy, the following parties so agree in a writing entered into in good faith:

(A) The landlord;

(B) The tenant, or for an abandonment as the result of the death of a tenant who was the only tenant, the personal representative, designated person or other person entitled to possession of the personal property, such as an heir or devisee, as described in subsection (21) of this section; and

(C) Any lienholder.

(b) A landlord may not, as part of a rental agreement, as a condition to approving a sale of property on rented space under ORS 90.680 or in any other manner, require a tenant, a personal representative, a designated person or any lienholder to waive any right provided by this section.

(25) Until personal property is conclusively presumed to be abandoned under subsection (9) of this section, a landlord does not have a lien pursuant to ORS 87.152 for storing the personal property. [1997 c.577 §27b; 1999 c.603 §33; 1999 c.676 §24; 2001 c.44 §2; 2001 c.596 §40;

2003 c.378 §18; 2003 c.655 §58; 2003 c.658 §8; 2005 c.5 §2; 2005 c.619 §§21,22; 2007 c.906 §34; 2013 c.294 §13; 2015 c.217 §4; 2019 c.1 §10; 2019 c.625 §36]

90.767 Mandatory mediation. (1) For disputes subject to mediation under this section, if any party initiates mediation under this section, mediation is mandatory. A landlord of a tenancy subject to ORS 90.505 to 90.850 shall establish a mediation policy to resolve disputes related to:

- (a) Landlord or tenant compliance with the rental agreement or with the provisions of this chapter;
- (b) Landlord or tenant conduct within the facility; or
- (c) The modification of a rule or regulation under ORS 90.610.
- (2) A mediation policy under this section must include:
 - (a) The process and format by which a tenant or landlord may initiate mediation.
 - (b) The names and contact information, including the phone number and website address, for mediation services available through the referral program provided by the Housing and Community Services Department under ORS 456.403 (2) and any other no-cost mediation service acceptable to the landlord.
 - (c) Information substantially explaining requirements for mediation under subsections (3) to (7) of this section.
 - (3) Mediation conducted under this section:
 - (a) In addition to any process authorized under subsection (2)(a) of this section, may be initiated by the landlord or tenant's contact with the Housing and Community Services Department in a format required by the department.
 - (b) May not resolve any matters except by the agreement of all parties.
 - (c) Must require that communications from all parties are held strictly confidential and may not be used in any legal proceedings.
 - (d) May be used to resolve:
 - (A) Disputes between the landlord and one or more tenants, initiated by any party; and
 - (B) Disputes between any two or more tenants, initiated only by the landlord.
 - (e) Must allow a party to designate any person, including a nonattorney, to represent the interests of the party provided that the person has the authority to bind that party to any resolution of the dispute.

Commented [SG1]: include or LPs

90.844 Procedures for purchase of facility by tenants; financial information; deadlines. (1) Within 10 days after delivery of the notice described in ORS 90.842, if the tenants choose to compete to purchase the facility in which the tenants reside, the tenants must notify the owner in writing of:

- (a) The tenants' interest in competing to purchase the facility;
- (b) The formation or identification of a single tenants committee formed for the purpose of purchasing the facility; and
- (c) The name and contact information of the representative of the tenants committee with whom the owner may communicate about the purchase.
- (2) During the 10-day period, in order to perform a due diligence evaluation of the opportunity to compete to purchase the facility, the representative of the tenants committee may make a written request for the kind of financial information that a seller of a facility would customarily provide to a prospective purchaser.

(3) Of the financial information described in subsection (2) of this section, the owner shall provide the following information within seven days after delivery of the request by the tenants committee for the information:

- (a) The asking price, if any, for the facility;
- (b) The total income collected from the facility and related profit centers, including storage and laundry, in the 12-month period immediately before delivery of the notice required by ORS 90.842;
- (c) The cost of all utilities for the facility that were paid by the owner in the 12-month period immediately before delivery of the notice required by ORS 90.842;
- (d) The annual cost of all insurance policies for the facility that were paid by the owner, as shown by the most recent premium;
- (e) The number of homes in the facility owned by the owner; and
- (f) The number of vacant spaces and homes in the facility.

(4) The owner may:

- (a) Designate all or part of the financial information provided pursuant to this section as confidential.
- (b) If the owner designates financial information as confidential, establish, in cooperation with the representative of the tenants committee, a list of persons with whom the tenants may share the information, including any of the following persons that are either seeking to purchase the facility on behalf of the tenants committee or assisting the tenants committee in evaluating or purchasing the facility:
 - (A) A nonprofit organization or a housing authority.
 - (B) An attorney or other licensed professional or adviser.

90.850 Owner affidavit certifying compliance with requirements for sale of facility; reliance of parties on affidavit. (1) A facility owner may present for recordation, in the County Clerk Lien Record of the county in which the facility is located, an affidavit in which the owner certifies that:

- (a) The owner has complied with the requirements of ORS 90.842, 90.844 and 90.846 with reference to an offer by the owner for the sale or transfer of the facility.
- (b) The owner has complied with the requirements of ORS 90.842, 90.844 and 90.846 with reference to an offer received by the owner for the purchase or transfer of the facility or to a counteroffer the owner has made or intends to make.
- (c) The owner has not entered into a contract for the sale or transfer of the facility to an entity formed by or associated with the tenants.
- (d) ORS 90.842, 90.844 and 90.846 do not apply to a particular sale or transfer of the facility pursuant to ORS 90.848.

(2) The following parties have an absolute right to rely on the truth and accuracy of all statements appearing in the affidavit and are not obligated to inquire further as to any matter or fact relating to the owner's compliance with ORS 90.842, 90.844 and 90.846:

- (a) A party that acquires an interest in a facility.
- (b) A title insurance company, or an attorney, that prepares, furnishes or examines evidence of title.

(3) The purpose and intention of this section is to preserve the marketability of title to facilities. Accordingly, the provisions of this section must be liberally construed in order that all persons may rely on the record title to facilities. [2014 c.89 §5; 2019 c.625 §31]

91.265 Installation of electric vehicle charging station; cost of additional infrastructure improvements; action to enforce compliance. (1) As used in this section:

(a) "Landlord" means the owner, lessor or sublessor of a rental unit or the building or premises of which it is a part, or a person who is authorized by the owner, lessor or sublessor to manage the premises or to enter into a rental agreement.

(b) "Rental unit" means a structure or part of a structure that is used as a commercial space by a tenant.

(c) "Tenant" means an individual or organization entitled under a rental agreement to occupy a rental unit to the exclusion of others.

(2) A tenant may submit an application to install an electric vehicle charging station for the use of the tenant, employees of the tenant or customers of the tenant, in compliance with the requirements of this section, in, or accessible to, any parking space assigned to the tenant or the rental unit of the tenant.

(3) A landlord may prohibit installation or use of a charging station installed and used in compliance with the requirements of this section only if the premises do not have at least one parking space per rental unit.

(4) When the tenant complies or agrees to comply with the requirements of this section, the landlord shall approve a completed application within 60 days after the tenant submits the application unless the delay in approving the application is based on a reasonable request for additional information.

(5) A landlord may require:

(a) A tenant to obtain the landlord's written approval of a person the tenant employs to install and remove the charging station.

(b) A charging station installed by a tenant to be a certified electrical product, as defined in ORS 479.530.

(c) A person employed by a tenant to install the charging station to post a payment bond and a performance bond in an amount equal to at least 125 percent of the anticipated cost of work.

(d) A tenant to comply with reasonable restrictions on the installation and use of the charging station that do not significantly increase the cost of the charging station or significantly decrease the efficiency or performance of the charging station.

(e) A charging station installed by a tenant to meet the architectural standards of the premises.

(f) The owner of the charging station to:

(A)(i) Maintain a renter's liability insurance policy in an amount not less than \$1 million that includes coverage of the charging station; and

(ii) Name the landlord as a named additional insured under the policy with a right to prior notice of cancellation of or material change to the policy; or

(B) If the owner is unable to obtain an insurance policy described in subparagraph (A)(i) of this paragraph, reimburse the landlord for the cost of maintaining a liability insurance policy that includes coverage of the charging station.

(6) Notwithstanding ORS 479.540, the charging station must be installed and removed by a person that holds a license, as defined in ORS 479.530, to act, at a minimum, as a journeyman electrician.

(7) Unless a landlord and tenant negotiate a different outcome:

(a) A charging station installed under this section is deemed to be the personal property of the tenant.

(b) The tenant is responsible for all costs associated with installation and use of the charging station, including:

- (A) The cost of review and permitting of the charging station;
- (B) The cost of electricity associated with the charging station; and

(C) The cost of damage to the premises that results from the installation, use, maintenance, repair, removal or replacement of the charging station.

(c) Upon termination of the rental agreement, the landlord may require the tenant to:

- (A) Remove the charging station;
- (B) Cap all exposed wires and conduit; and
- (C) Restore the premises, including but not limited to the cleanliness and safety of the premises, to the condition of the premises before the installation of the charging station.

(8) If the landlord reasonably determines that the cumulative use of electricity on the premises attributable to the installation and use of charging stations requires the installation of additional infrastructure improvements to provide the premises with a sufficient supply of electricity, the landlord shall assess and collect, and each tenant that has installed or will install a charging station shall pay, the cost of the additional improvements.

(9) In any action between a landlord and tenant to enforce compliance with this section, the prevailing party is entitled to an award of attorney fees and costs. [2017 c.386 §1]

105.112 Action by tenant to recover personal property; forms. (1) A tenant or former tenant may bring an action to recover personal property taken or retained by a landlord in violation of ORS chapter 90.

(2) An action under this section shall be governed by the provisions of ORS 105.105 to 105.168 except that:

(a) The complaint shall be in substantially the following form and shall be available from the court clerk:

IN THE _____ COURT FOR
THE COUNTY OF _____

(Tenant),)
 Plaintiff(s),)
)
 vs.) No.____
)
 (Landlord),)
)
 Defendant(s).)

COMPLAINT FOR RETURN
OF PERSONAL PROPERTY
I

Defendant(s) (is) (are) in possession of the following personal property belonging to the plaintiff(s):

See attached list.

II

Defendant(s) took the personal property alleged in paragraph I from premises rented by plaintiff(s) from defendant(s) at:

_____ (street and number)

_____ (city)

_____ (county)

III

Plaintiff(s) (is) (are) entitled to possession of the personal property because:

_____ Defendant(s) took the personal property wrongfully because plaintiff(s) had not abandoned the property, and because either there was no court order awarding defendant(s) possession of the premises or the plaintiff(s) (was) (were) not continuously absent from the premises for seven days after such an order when defendant(s) removed the personal property.

_____ Defendant(s) lawfully took possession of the personal property after enforcement of a court order for possession of the premises pursuant to ORS 105.165, but refused to return the personal property to plaintiff(s) without payment although plaintiff(s) demanded return of the property within the time provided by ORS 90.425 or 90.675.

_____ Defendant(s) lawfully took possession of the personal property pursuant to ORS 105.161, but refused to return the personal property to plaintiff(s) although plaintiff(s) offered payment of all sums due for storage and any costs of removal of the personal property and demanded return of the property within the time provided by ORS 90.425 or 90.675.

_____ Other: _____

Wherefore, plaintiff(s) pray(s) for possession of the personal property and costs and disbursements incurred herein.

Date Signature of Plaintiff(s)

(b) The complaint shall be signed by the plaintiff or an attorney representing the plaintiff as provided by ORCP 17 or verified by an agent or employee of the plaintiff or an agent or employee of an agent of the plaintiff.

(c) The answer shall be in substantially the following form and shall be available from the court clerk:

IN THE _____ COURT FOR
THE COUNTY OF _____

(Tenant),)
)
Plaintiff(s),)
)
 vs.) No.____
)
(Landlord),)
)
Defendant(s).)

ANSWER

I (we) deny that the plaintiff(s) is (are) entitled to possession of the personal property subject of the complaint because:

_____The defendant(s) did not take and do not have possession of any of the property listed in the complaint.

_____The defendant(s) took possession of the personal property as provided in ORS 90.425 or 90.675 after giving written notice that it was considered abandoned, and the plaintiff(s) did not make a timely demand for return of the property.

_____The defendant(s) took possession of the personal property as provided in ORS 90.425 or 90.675 after giving written notice that it was considered abandoned, but not after a sheriff's enforcement of an eviction judgment against the plaintiff(s) as provided in ORS 105.165, and the plaintiff(s) refused to pay charges lawfully due for storage.

_____Other: _____

I (we) ask that the plaintiff(s) take nothing by the complaint and that I (we) be awarded my (our) costs and disbursements.

Date Signature of defendant(s)

(d) The issue at trial shall be limited to whether the plaintiff is entitled to possession of the personal property listed in the complaint.

(e) No claim for damages shall be asserted by either party in the action for possession of the personal property under this section, but each party may pursue any claim for damages in a separate action.

(f) A party may join an action for possession of personal property with an action for damages or a claim for other relief, but the proceeding is not governed by the provisions of ORS 105.105 to 105.168.

(g) If the court determines that the plaintiff is entitled to possession of the personal property that is the subject of the complaint, the court shall enter an order directing the sheriff to seize the personal property to which the court finds the plaintiff entitled, and to deliver that property to the plaintiff. The court may provide that the defendant have a period of time to deliver the property to the plaintiff voluntarily before execution. The costs of execution may be recovered in the manner provided in ORS 18.999.

(h) Subject to the provisions of ORCP 68, a prevailing party who has been represented by counsel may recover attorney fees as provided by ORS 90.255. [1989 c.506 §22; 1991 c.67 §21; 1997 c.577 §30; 2001 c.596 §46]

105.113 Form of summons. (1) Notwithstanding ORCP 7, for premises to which ORS chapter 90 or ORS 91.120 applies, the summons must be in substantially the following form and be available from the court clerk:

IN THE CIRCUIT COURT
FOR THE COUNTY OF

No. _____

SUMMONS
RESIDENTIAL EVICTION

PLAINTIFF (Landlord or agent):

vs.

DEFENDANT (Tenants/Occupants):

 TO: _____(Street address and city of property occupied by defendant)
 _____(Mailing address if different)

NOTICE TO TENANTS:
 READ THESE PAPERS CAREFULLY
 YOUR LANDLORD WANTS TO
 EVICT YOU

ON _____, 2 _____ AT _____ A.M./P.M., you must come to the County Court House located at _____. You do not have to pay any fees to the court for this first hearing.

- If you do not appear in court and your landlord does, your landlord will win automatically and can have the Sheriff physically remove you.

- If you do show up in court and your landlord does not, this eviction action will be dropped.

- If both of you show up:

- The judge may ask you to try to reach an agreement with your landlord, but this is voluntary. Trained mediators may be available free of charge to help resolve disputes.

- The court will schedule a trial if you and your landlord do not reach an agreement or if you do not agree to move out.

IF YOU WANT A TRIAL, YOU MUST:

- Show up in court at the time scheduled above;

- On the same day, file an Answer with the Court giving a legal reason why you should not be evicted (the Court can give you a form);

- Give a copy of the Answer to your landlord (or your landlord's agent or attorney); and

- Pay a filing fee of \$ _____ (the judge may allow payment to be deferred in certain circumstances).

IF YOU HAVE QUESTIONS, **YOU SHOULD SEE AN ATTORNEY IMMEDIATELY. If you need help finding an attorney,** you can contact the Oregon State Bar's Lawyer Referral Service online at www.oregonstatebar.org or by calling 503-684-3763 (in the Portland metropolitan area) or toll-free elsewhere in Oregon at 800-452-7636.

 Signature of Plaintiff (landlord or agent)

Plaintiff's address:

Plaintiff's telephone number: _____

105.121 Forms in action for possession of group recovery home; limitation on issues; attorney fees. (1) A former tenant removed from a group recovery home under ORS 90.440 may bring an action for injunctive relief to recover possession if the removal was wrongful or in bad faith.

(2) An action under this section shall be governed by the provisions of ORS 105.105 to 105.168 except that:

(a) The complaint shall be in substantially the following form and shall be available from the court clerk:

IN THE _____ COURT FOR
THE COUNTY OF _____

(Tenant),)
 Plaintiff(s),)
)
 vs.) No.____
)
(Landlord),)
)
 Defendant(s).)

COMPLAINT FOR RETURN
OF POSSESSION OF A
DWELLING UNIT IN A
GROUP RECOVERY HOME

I
Defendant is a group recovery home subject to ORS 90.440. Defendant removed plaintiff from the group recovery home dwelling unit rented by plaintiff from defendant at:

_____ (street and number)

_____ (city)

_____ (county)

II

Notice of removal from the dwelling unit was served on plaintiff under ORS 90.440. The notice of removal was served on:

_____ (date)

III

Plaintiff is entitled to possession of the dwelling unit because:

_____ Defendant removed plaintiff wrongfully by failing to comply with the procedural requirements of ORS 90.440.

_____ Defendant removed plaintiff wrongfully because plaintiff did not use or possess alcohol, marijuana or illegal drugs within seven days preceding delivery of a written notice of removal.

_____ Defendant removed plaintiff under ORS 90.440 in bad faith.

Wherefore, plaintiff prays for possession of the group recovery home dwelling unit and costs and disbursements incurred herein.

Date

Signature of plaintiff

(b) The complaint shall be signed by the plaintiff or an attorney representing the plaintiff as provided by ORCP 17 and served by personal delivery on the group recovery home house president or a person in an equivalent leadership position for the group recovery home.

(c) The answer shall be in substantially the following form and shall be available from the court clerk:

IN THE _____ COURT FOR
THE COUNTY OF _____

(Tenant),)
)
Plaintiff(s),)
)
vs.) No. ____
)
(Landlord),)
)
Defendant(s).)

ANSWER

We deny that the plaintiff is entitled to possession of the group recovery home dwelling unit that is the subject of the complaint because:

_____The defendant removed the plaintiff in compliance with the procedural requirements of ORS 90.440.

_____The plaintiff used or possessed alcohol, marijuana or illegal drugs as described in ORS 90.440 within seven days preceding delivery of a written notice of removal.

_____The defendant did not remove the plaintiff in bad faith as alleged.

We ask that the plaintiff take nothing by the complaint and that we be awarded our costs and disbursements.

_____Date

_____Signature of defendant

(d) The issue at trial shall be limited to whether the plaintiff is entitled to possession of the dwelling unit described in the complaint.

(e) If the basis for the complaint is that removal was wrongful because the plaintiff did not use or possess alcohol, marijuana or illegal drugs, the defendant has the burden of proving that the plaintiff used or possessed alcohol, marijuana or illegal drugs as described in ORS 90.440 within seven days preceding delivery of the written notice of removal.

(f) A claim for damages may not be asserted by either party in the action for possession of the dwelling unit under this section, but each party may pursue any claim for damages in a separate action.

(g) A party may join an action for possession of the dwelling unit with an action for damages or a claim for other relief, but the proceeding is not governed by the provisions of ORS 105.105 to 105.168.

(h) If the court determines that the plaintiff is entitled to possession of the dwelling unit that is the subject of the complaint, the court shall enter an order directing the defendant to return possession of the dwelling unit to the plaintiff. The court may provide that the defendant have a period of time to deliver possession of the dwelling unit to the plaintiff.

(i) Subject to the provisions of ORCP 68, a prevailing party who has been represented by counsel may recover attorney fees as provided by ORS 90.255. [2007 c.715 §5; 2017 c.21 §36]

105.123 Complaint. In an action pursuant to ORS 105.110, it is sufficient to state in the complaint:

- (1) A description of the premises with convenient certainty;
- (2) That the defendant is in possession of the premises;
- (3) That, in the case of a dwelling unit to which ORS chapter 90 does not apply, the defendant entered upon the premises with force or unlawfully holds the premises with force; and
- (4) That the plaintiff is entitled to the possession of the premises. [2001 c.596 §4 (105.123, 105.124 and 105.126 enacted in lieu of 105.125); 2007 c.508 §12]

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

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

IN THE CIRCUIT COURT
FOR THE COUNTY OF

No. _____

RESIDENTIAL EVICTION COMPLAINT

PLAINTIFF (Landlord or agent):

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

vs.

DEFENDANT (Tenants/Occupants):

MAILING ADDRESS: _____

City: _____

State: _____ Zip: _____

Telephone: _____

1.

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

2.

Landlord is entitled to possession of the property because of:

___ 24-hour notice for personal injury, substantial damage, extremely outrageous act or unlawful occupant. ORS 90.396 or 90.403.

___ 24-hour or 48-hour notice for violation of a drug or alcohol program. ORS 90.398.

___ 24-hour notice for perpetrating

- _____ domestic violence, sexual assault or stalking. ORS 90.445.
- _____ 72-hour or 144-hour notice for nonpayment of rent. ORS 90.394.
- _____ 7-day notice with stated cause in a week-to-week tenancy. ORS 90.392 (6).
- _____ 10-day notice for a pet violation, a repeat violation in a month-to-month tenancy or without stated cause in a week-to-week tenancy. ORS 90.392 (5), 90.405 or 90.427 (2).
- _____ 20-day notice for a repeat violation. ORS 90.630 (5).
- _____ 30-day, 60-day or 180-day notice without stated cause in a month-to-month tenancy. ORS 90.427 (3)(b) or (8)(a)(B) or (C) or 90.429.
- _____ 30-day notice with stated cause. ORS 90.392, 90.630 or 90.632.
- _____ 60-day notice with stated cause. ORS 90.632.
- _____ 90-day notice with stated cause. ORS 90.427 (5) or (7).
- _____ Notice to bona fide tenants after foreclosure sale or termination of fixed term tenancy after foreclosure sale. ORS 86.782 (6)(c).
- _____ Other notice _____
- _____ No notice (explain) _____

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

3.

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

Landlord requests judgment for possession of the premises, court costs, disbursements and attorney fees.

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

Signature of landlord or agent.

Commented [SG2]: litigant needs to know LPs included

Commented [SG3]: litigant needs to know LPs included

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

(3) A copy of the notice relied upon, if any, must be attached to the complaint. [2001 c.596 §5 (105.123, 105.124 and 105.126 enacted in lieu of 105.125); 2005 c.22 §80; 2005 c.391 §29; 2007 c.508 §13; 2009 c.431 §3; 2011 c.510 §3; 2017 c.324 §4; 2019 c.1 §8; 2019 c.625 §67]

105.125 [Amended by 1975 c.256 §9; 1981 c.753 §7; 1993 c.369 §16; 1995 c.559 §47; 1997 c.577 §32; repealed by 2001 c.596 §3 (105.123, 105.124 and 105.126 enacted in lieu of 105.125)]

105.126 Form of complaint if ORS chapter 90 does not apply. For a complaint described in ORS 105.123, if ORS chapter 90 does not apply to the premises:

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

IN THE CIRCUIT COURT
FOR THE COUNTY OF

EVICTION COMPLAINT
(Tenancy not covered by ORS chapter 90)

No. _____

(Landlord),
Plaintiff(s)

vs.

(Tenant),
Defendant(s)

1.
Defendant is in possession of the following premises:

_____ (city)

2.
Defendant entered upon the premises with force or is unlawfully holding the premises with force.

3. Plaintiff is entitled to possession of the premises, because:

_____ 30-day notice (month-to-month tenancy)
 _____ 30-day notice (cause)
 _____ Notice to bona fide tenants after foreclosure sale or termination of fixed term tenancy after foreclosure sale. ORS 86.782 (6)(c).
 _____ Other notice (explain) _____
 _____ No notice (explain) _____

A COPY OF ANY NOTICE RELIED UPON IS ATTACHED

Wherefore, plaintiff prays for possession of the premises, costs and disbursements and attorney fees, if applicable.

 Plaintiff

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

105.128 Landlord action to remove perpetrator of domestic violence, sexual assault or stalking from possession of dwelling unit; retention of possession by victim. In an action for possession of a dwelling unit to which ORS chapter 90 applies:

(1) If the defendant raises a defense under ORS 90.449 based upon the defendant's status as a victim of domestic violence, sexual assault or stalking and the perpetrator is a tenant of the dwelling unit, the court may issue an order terminating the tenancy of the perpetrator and ordering the perpetrator to vacate the dwelling unit without terminating the tenancy of the other tenants and without awarding possession to the plaintiff.

(2) If the action is based upon a notice terminating the tenancy of a perpetrator under ORS 90.445, the court may issue an order upholding the termination of the perpetrator's tenancy and ordering the perpetrator to vacate the dwelling unit without the tenancy of the other tenants being terminated and without awarding possession to the plaintiff.

(3) If a court issues an order described in subsection (1) or (2) of this section, the court may enter judgment in favor of the plaintiff against the perpetrator. The plaintiff may enforce the judgment against the perpetrator as provided in ORS 105.151, but may not enforce the judgment against any other tenant of the dwelling unit. The sheriff shall remove only the perpetrator from the dwelling unit. The sheriff may not return possession of the dwelling unit to the plaintiff.

[2007 c.508 §6]

Note: 105.128 was added to and made a part of 105.105 to 105.168 by legislative action but was not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

105.130 How action conducted; fees. (1) Except as provided in this section and ORS 105.135, 105.137 and 105.140 to 105.161, an action pursuant to ORS 105.110 shall be conducted in all respects as other actions in courts of this state.

(2) Upon filing a complaint in the case of a dwelling unit to which ORS chapter 90 applies, the clerk shall:

(a) Collect a filing fee of \$88;

(b) Collect any other fee authorized by law or ordinance; and

(c) With the assistance of the plaintiff or an agent of the plaintiff, complete the applicable summons and provide to the plaintiff or an agent of the plaintiff sufficient copies of the summons and complaint for service.

(3) The court shall collect a filing fee of \$88 from a defendant that demands a trial under this section.

(4) An action pursuant to ORS 105.110 shall be brought in the name of a person entitled to possession as plaintiff. The plaintiff may appear in person or through an attorney. In an action to which ORS chapter 90 applies, the plaintiff may also appear through a nonattorney who is an agent or employee of the plaintiff or an agent or employee of an agent of the plaintiff.

105.137 Effect of failure of party to appear; attorney fees; judgment of dismissal; scheduling of trial; unrepresented defendant. In the case of a dwelling unit to which ORS chapter 90 applies:

(1) If the plaintiff appears and the defendant fails to appear at the first appearance, a default judgment shall be entered in favor of the plaintiff for possession of the premises and costs and disbursements.

(2) If the defendant appears and the plaintiff fails to appear at the first appearance, a default judgment shall be entered in favor of the defendant dismissing the plaintiff's complaint and awarding costs and disbursements.

(3) An attorney at law shall be entitled to appear on behalf of any party, but attorney fees may not be awarded to the plaintiff if the defendant does not contest the action.

(4) If the plaintiff dismisses the action before the first appearance, a judgment of dismissal shall be entered in favor of the defendant dismissing the plaintiff's complaint and awarding costs and disbursements. The defendant may not recover attorney fees for prejudgment legal services provided after the delivery of written notice of the dismissal by the plaintiff to the defendant, or to an attorney for the defendant, in the manner provided under ORS 90.155.

(5) The plaintiff or an agent of the plaintiff may obtain a continuance of the action for as long as the plaintiff or the agent of the plaintiff deems necessary to obtain the services of an attorney at law.

(6) If both parties appear in court on the date contained in the summons, the court shall set the matter for trial as soon as practicable, unless the court is advised by the parties that the matter has been settled. The trial shall be scheduled no later than 15 days from the date of such appearance. If the matter is not tried within the 15-day period, and the delay in trial is not

attributable to the landlord, the court shall order the defendant to pay rent that is accruing into court, provided the court finds after hearing that entry of such an order is just and equitable.

(7)(a) The court shall permit an unrepresented defendant to proceed to trial by directing the defendant to file an answer in writing on a form which shall be available from the court clerk, and to serve a copy upon the plaintiff on the same day as first appearance.

(b) The answer shall be in substantially the following form:

IN THE _____ COURT FOR
THE COUNTY OF _____

(Landlord),)
)
Plaintiff(s),)
)
vs.) No. ____
)
(Tenant),)
)
Defendant(s).)

ANSWER

I (we) deny that the plaintiff(s) is (are) entitled to possession because:

The landlord did not make repairs.

List any repair problems: _____

The landlord is attempting to evict me (us) because of my (our) complaints (or the eviction is otherwise retaliatory).

The landlord is attempting to evict me because of my status as a victim of domestic violence, sexual assault or stalking.

The eviction notice is wrong.

List any other defenses: _____

I (we) may be entitled as the prevailing party to recover attorney fees from plaintiff(s) if I (we) obtain legal services to defend this action pursuant to ORS 90.255.

Commented [SG4]: litigant needs to know LPs included

I (we) ask that the plaintiff(s) not be awarded possession of the premises and that I (we) be awarded my (our) costs and disbursements and attorney fees, if applicable, or a prevailing party fee.

Commented [SG5]: litigant needs to know LPs included

105.146 Failure of defendant to perform as ordered; judgment of restitution. (1) In an action to recover possession of the premises, if the court has entered an order by stipulation that

provides for the defendant to retain possession of the premises contingent upon the defendant's performance or payment of moneys by a certain date as provided under ORS 105.145 (2), and the defendant fails to comply with the order, the plaintiff may obtain and enforce a judgment of restitution of the premises pursuant to this section and ORS 105.148 and 105.149.

(2) A plaintiff may obtain and enforce a judgment of restitution based upon an order entered as provided under ORS 105.145 (2), provided the order includes only:

(a) Future performance or conduct as described in the order for a period of not more than six months following entry of the order;

(b) Payment of past due rent and other past due amounts pursuant to a schedule provided in the order for a period of not more than six months following entry of the order;

(c) Payment of rent due for future rental periods that follow entry of the order pursuant to a schedule provided in the order for not more than the first three monthly rental periods following entry of the order; and

(d) Payment of any costs, disbursements or attorney fees pursuant to a schedule provided in the order.

(3) The order shall contain a statement providing that 12 months following the entry of the order, the court shall automatically dismiss the order without further notice to either the plaintiff or the defendant.

(4) If the defendant fails to comply with the order, the plaintiff may file with the clerk of the court an affidavit or declaration of noncompliance describing how the defendant has failed to comply. The plaintiff shall attach a copy of the order to the affidavit or declaration. The affidavit or declaration, or the order, must include the terms of the underlying settlement agreement or stipulation or have a copy of the agreement attached.

(5) Upon receipt of a plaintiff's affidavit or declaration:

(a) The court shall enter a judgment of restitution; and

(b) The clerk shall issue a notice of restitution as provided by ORS 105.151 and attach to the notice a copy of the plaintiff's affidavit or declaration of noncompliance and any attachments for service.

(6) The court shall establish a procedure that allows the defendant to request a hearing on the plaintiff's affidavit or declaration of noncompliance and delay expiration of the notice of restitution period or execution upon a judgment of restitution pending the hearing.

(7) The court shall enter a judgment dismissing the plaintiff's action in favor of the defendant without assessment of costs, disbursements, prevailing party fee or attorney fees against either party except as provided in the order and without further notice to either party:

(a) Upon receipt of a writing signed by the plaintiff showing compliance with or satisfaction of the order; or

(b) Twelve months following entry of the order, unless the plaintiff has filed an affidavit or declaration of noncompliance and the court has found in favor of the plaintiff on the affidavit or declaration. [2001 c.596 §10 (105.146, 105.148 and 105.149 enacted in lieu of 105.147); 2003 c.378 §23; 2007 c.508 §16]

105.148 Contesting plaintiff's affidavit or declaration of noncompliance; ex parte review of hearing request; delaying execution upon judgment of restitution. (1)(a) To contest a plaintiff's affidavit or declaration of noncompliance under ORS 105.146 and delay expiration of the notice of restitution period or execution upon the judgment of restitution, a defendant shall

file a request for hearing with the clerk of the court. The request must be filed prior to issuance by the clerk of a writ of execution of judgment of restitution and must include a statement by the defendant describing how the defendant complied with the order or describing why the defendant should not be required to comply.

(b) A court may, as part of the procedure authorized by ORS 105.146 (6), require that a defendant submit a hearing request to the court for ex parte review prior to the defendant's filing the request with the clerk. If the court provides for ex parte review, the ex parte review must be available every judicial day for appearance by the defendant before the court within the time period between service of the notice of restitution and the date of expiration of the notice of restitution. The notice of restitution must include or have attached to it a description of the requirements for appearing before the court for ex parte review and a copy of the hearing request form. The court may not require that the defendant notify the plaintiff of the defendant's intention to appear before the court. If, after hearing the defendant at the ex parte review, the court finds that the reasons given by the defendant for opposing the plaintiff's affidavit or declaration of noncompliance do not relate to the issues listed in ORS 105.149 (2), the court shall deny the request for a hearing.

(2) The clerk shall make available a document providing for a request for hearing by a defendant. The document must be in substantially the following form:

IN THE CIRCUIT COURT
FOR THE COUNTY OF

Defendant's Request for Hearing to
Contest an Affidavit or Declaration
of Noncompliance
Case No. _____

Landlord or agent (Plaintiff):

vs.

Tenant/Occupant (Defendant):

Address of Property:

1. My landlord has filed a statement with the court saying that I have not complied with a court-approved agreement and that as a result my landlord is entitled to possession of the property.

2. I deny the landlord is entitled to possession of the property because (The reason must be one of the following. You must check one or more of these responses and you must explain in section 3.):

_____ a. The landlord is wrong. As explained below, I did comply with the agreement.

_____ b. Before I could comply with the agreement, the landlord was supposed to do what is explained below, which the landlord did not do.

_____ c. The landlord and I changed the agreement and I complied with the agreement as changed. The change we agreed to is explained below.

_____ d. The landlord prevented me from keeping the agreement. The way the landlord did that is explained below.

_____ e. The agreement was not made in good faith as required by ORS 90.130. The lack of good faith is explained below.

_____ f. The portion of the agreement described below was unconscionable as described in ORS 90.135.

_____ g. The landlord is required by law or contract to have good cause to force me to move out and my alleged conduct or performance does not meet the standard of good cause, as explained below.

_____ h. The landlord is claiming I did not pay rent for a period of time following the date of the agreement. I did not pay that rent because I have claims for money against the landlord to offset the rent. Those claims arise from the landlord’s violation of the Residential Landlord and Tenant Act or the rental agreement since the date of the court order and are explained below.

3. Here is my explanation for the reason or reasons checked above:

4. I understand that if I lose in court, I may be responsible for the landlord’s costs, disbursements, any attorney fees and a prevailing party

Commented [SG6]: litigant needs to know LPs included

105.180 Action for failure to comply with duty of holder; recovery of costs; arbitration. (1)

If any holder of an interest in an easement fails to maintain the easement contrary to an agreement or contrary to the maintenance provisions of a recorded instrument creating the easement or, in the absence of an agreement or recorded instrument imposing maintenance obligations, fails after demand in writing to pay the holder’s proportion of the cost as indicated in ORS 105.175 (3) and (4), a civil action for money damages or specific performance or contribution may be brought against that person in a court of competent jurisdiction by one or more of the other holders of an interest in the easement, either jointly or severally. In any such civil action, the court may order such equitable relief as may be just in the circumstances. Nothing in ORS 105.170 to 105.185 shall impose a maintenance obligation on the holder of an interest in an easement based on the maintenance provisions in an instrument creating the

easement if such holder is not a party to such instrument, whether the instrument is recorded or not, after such holder ceases to use the easement.

(2) The prevailing party shall recover all court costs, arbitration fees and attorney fees.

(3) Any holder of an interest in the easement may apply to the court of competent jurisdiction where the easement is located and that has jurisdiction over the amount in controversy for the appointment of an impartial arbitrator to apportion the cost, and the matter may be arbitrated in accordance with ORS 36.600 to 36.740. The application may be made before, during or after performance of the maintenance work. [1989 c.660 §5; 1991 c.49 §3; 2003 c.598 §34]

105.405 Costs and expenses of partition. (1) The expenses of the referees, including those of a surveyor and assistants of the surveyor when employed, shall be ascertained and allowed by the court, and the amount thereof, together with the fees allowed by law to the referees, shall be paid by the plaintiff, and may be allowed as part of the costs of partition.

(2) The reasonable costs of partition, including reasonable attorney fees and disbursements, that are for services performed for the common benefit of all parties, shall be paid by the parties that will share in the lands divided in proportion to their respective interests therein, and shall be included and specified in the judgment. They shall be a lien on the several shares, and the judgment may be enforced by execution against the parties separately. When, however, a controversy arises between some of the parties only, the court may require the expense of such controversy to be paid by any of, or all, the parties thereto. [Amended by 1971 c.502 §1; 2003 c.576 §368]

105.560 Action to restrain or enjoin nuisance; jurisdiction; remedies. (1) An action to restrain or enjoin a nuisance described in ORS 105.555 or 105.597 may be brought by the Attorney General, district attorney, county attorney, city attorney, or a person residing or doing business in the county where the property is located. The action shall be brought in the circuit court in the county where the property is located. Except as provided in subsection (5) of this section, the action may be commenced in the small claims department of the circuit court for the county where the property is located.

(2) In addition to any other remedy that may be available under ORS 105.550 to 105.600, a plaintiff in an action brought to restrain or enjoin a nuisance described in ORS 105.555 or 105.597 may seek damages for mental suffering, emotional distress, inconvenience and interference with the use of property suffered by the plaintiff by reason of the activities constituting a nuisance.

(3) The court may award reasonable attorney fees to the prevailing party in an action under ORS 105.550 to 105.600 unless the action is commenced and tried in the small claims department of a circuit court. Attorney fees may not be awarded to any party in an action under ORS 105.550 to 105.600 that is commenced and tried in the small claims department of a circuit court.

(4) The court may consolidate all actions that relate to the same property and that are brought to restrain or enjoin a nuisance described in ORS 105.555 or 105.597. Consolidation in the small claims department of a circuit court shall be for purposes of trial only. A separate judgment shall be entered for each action in the small claims department of a circuit court.

(5) An action may not be brought in the small claims department of a circuit court to restrain or enjoin a nuisance described in ORS 105.555 if the property alleged to be a nuisance is licensed under ORS chapter 471.

