

D R A F T

SUMMARY

Requires Housing and Community Services Department to provide grants to certain residential landlords for unpaid rent after April 1, 2020. Appropriates moneys to department for this purpose. Requires department to report to Legislative Assembly on grants by September 15, 2021. Sunsets January 2, 2024.

Extends until December 31, 2020, emergency period during which residential evictions for nonpayment are prohibited. Extends until June 30, 2021, prohibitions of terminations without cause, emergency period and repayment date for nonpayment by tenants declaring financial hardships.

Extends 72- and 144-hour notices for nonpayment of rent to 15- and 18-day notices until June 30, 2021.

Tolls statute of limitations for residential landlords' claims for nonpayment through June 30, 2021.

Declares emergency, effective on passage.

A BILL FOR AN ACT

1
2 Relating to residential tenancies; creating new provisions; amending ORS
3 90.160, 90.394, 90.417, 105.113, 105.115 and 105.124 and sections 1, 3, 4 and
4 7, chapter 13, Oregon Laws 2020 (first special session) (Enrolled House
5 Bill 4213); and declaring an emergency.

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

LANDLORD GRANTS FOR UNPAID RENT

7
8
9
10 **SECTION 1. (1) The Housing and Community Services Department**
11 **shall provide grants to residential landlords for no more than 80 per-**
12 **cent of the past-due rent that the landlord has not collected after April**
13 **1, 2020, if the landlord:**

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 (a) Submits an application for all of the landlord's tenants who
2 have not paid rent;

3 (b) Provides the department with a description of the unpaid rent;

4 (c) Agrees to forgive the 20 percent of the unpaid rent due that has
5 accrued since April 1, 2020;

6 (d) Agrees to repay to the department any forgiven amount that the
7 landlord later receives from the tenant or on the tenant's behalf;

8 (e) Is not a member of the tenant's immediate family, as defined
9 in ORS 90.427;

10 (f) During the pendency of the grant application, agrees to not give
11 a termination notice without cause or for nonpayment, as those terms
12 are defined in section 3, chapter 13, Oregon Laws 2020 (first special
13 session) (Enrolled House Bill 4213); and

14 (g) Provides any other information or materials required by the
15 department.

16 (2) The department shall develop a single online application for
17 landlords to apply for grants under this section.

18 (3) The department may establish any qualifications, priorities, re-
19 strictions or limits on the grants awarded under this section, includ-
20 ing:

21 (a) Limits per tenant, per landlord or per time period;

22 (b) The number of units a landlord must own; or

23 (c) The percentage or amount of total rent that must be unpaid.

24 (4) The department shall coordinate with local public housing au-
25 thorities to distribute grant awards directly to landlords.

26 (5) The department shall mail tenants copies of any notice of award
27 to their landlords and the amount of rent forgiveness agreed to by
28 their landlords.

29 SECTION 2. No later than September 15, 2021, the Housing and
30 Community Services Department shall provide a report to an appro-
31 priate interim committee of the Legislative Assembly in the manner

1 provided by ORS 192.245 on the grants provided under section 1 of this
2 2020 third special session Act.

3 **SECTION 3.** Sections 1 and 2 of this 2020 third special session Act
4 are repealed on January 2, 2024.

5 **SECTION 4.** In addition to and not in lieu of any other appropri-
6 ation, there is appropriated to the Housing and Community Services
7 Department, for the biennium ending June 30, 2021, out of the General
8 Fund, the amount of \$1, to provide grants under section 1 of this 2020
9 third special session Act.

10

11

EVICTION MORATORIUM EXTENSION

12

13 **SECTION 5.** Section 1, chapter 13, Oregon Laws 2020 (first special ses-
14 sion) (Enrolled House Bill 4213), is amended to read:

15 **Sec. 1.** The Legislative Assembly finds and declares that:

16 (1) The provisions of section 3 or 5, **chapter 13, Oregon Laws 2020 (first**
17 **special session) (Enrolled House Bill 4213), or section 6 of this 2020**
18 **third special session Act** [*of this 2020 special session Act*] might affect the
19 terms and conditions of certain contracts entered into in this state.

20 (2) The effects of the provisions of section 3 or 5, **chapter 13, Oregon**
21 **Laws 2020 (first special session) (Enrolled House Bill 4213), or section**
22 **6 of this third special session Act** [*of this 2020 special session Act*] are not
23 substantial because the provisions have a limited scope and duration and are
24 necessary to protect the public health, safety and welfare. For these reasons
25 the provisions do not undermine a contractual bargain, interfere with a
26 party's reasonable expectations or prevent a party from safeguarding or
27 reinstating the party's rights.

28 (3) Even if a provision of section 3 or 5, **chapter 13, Oregon Laws 2020**
29 **(first special session) (Enrolled House Bill 4213), or section 6 of this**
30 **third special session Act** [*of this 2020 special session Act*] has the effect of
31 undermining a contractual bargain, interfering with a party's reasonable

1 expectations or preventing a party from safeguarding or reinstating the
2 party's rights, the provision is appropriate and reasonable to carry out the
3 significant and legitimate public purpose of responding to the declaration of
4 a state of emergency issued by the Governor on March 8, 2020, **for the**
5 **COVID-19 pandemic or the state of emergency issued by the Governor**
6 **on September 8, 2020, for the wildfires.**

7 **SECTION 6. (1) The emergency period and the end of the grace pe-**
8 **riod under this section and section 3, chapter 13, Oregon Laws 2020**
9 **(first special session) (Enrolled House Bill 4312), are extended until**
10 **June 30, 2021, if:**

11 (a) A landlord does not deliver to the tenant in writing a copy of
12 both the notice and declaration form under subsection (2) of this sec-
13 tion along with:

14 (A) Any notice given under section 3 (6), chapter 13, Oregon Laws
15 2020 (third special session) (Enrolled House Bill 4213);

16 (B) Every termination notice for nonpayment delivered before June
17 30, 2021; and

18 (C) Any summons for eviction based on a termination notice for
19 nonpayment delivered before June 30, 2021; or

20 (b) The tenant has, at any time, signed a copy of the declaration
21 under subsection (2)(b) of this section, including any translation under
22 subsection (3) of this section, and has delivered the declaration to the
23 landlord in writing or by any other method reasonably calculated to
24 achieve receipt of the declaration by the landlord, including by sending
25 a copy or photograph of the declaration by electronic mail or text
26 message.

27 (2)(a) The notice that must be delivered by the landlord under sub-
28 section (1) of this section must be in substantially the following form:

29

30 **Notice of Eviction Protection**

31

1 **THIS IS AN IMPORTANT NOTICE ABOUT YOUR RIGHTS**
2 **TO PROTECTION AGAINST EVICTION FOR NONPAYMENT.**

3
4 **For information in Spanish, Korean, Russian, Vietnamese or**
5 **Chinese, go to the Judicial Department website at**
6 **www.courts.oregon.gov.**

7
8 **Until June 30, 2021, you may be protected from eviction for non-**
9 **payment of rent.**

10
11 **IF YOU ARE UNABLE TO PAY YOUR RENT BECAUSE OF A FI-**
12 **NANCIAL HARDSHIP THAT OCCURRED ON OR AFTER MARCH 16,**
13 **2020, GIVE THE ATTACHED FORM TO YOUR LANDLORD TO**
14 **QUALIFY FOR PROTECTION.**

15
16 **To be protected, you must provide your landlord with a signed**
17 **declaration, stating that you have experienced financial hardship be-**
18 **cause of one or more of these conditions on or after March 16, 2020:**

- 19 • **Loss of household income;**
20 • **Increased medical expenses;**
21 • **Loss of work or wages;**
22 • **Increased child care responsibilities or responsibilities to care for**
23 **a person with a disability or a person who is elderly, injured or sick;**
24 • **Increased costs for child care or caring for a person with a disa-**
25 **bility or a person who is elderly, injured or sick; or**
26 • **Other circumstances that have reduced income or increased ex-**
27 **penses.**

28
29 **ONCE YOU HAVE PROVIDED THIS FORM TO YOUR LANDLORD,**
30 **THE LANDLORD CANNOT FILE, THREATEN TO FILE OR COM-**
31 **plete an eviction against you for nonpayment until**

1 **JULY 1, 2021.**

2

3 **The declaration form is attached to this letter. The form can also be**
4 **found translated into multiple other languages at**
5 **www.courts.oregon.gov. You may give this form to your landlord in**
6 **person, by first class mail or, if available, by sending a copy or pho-**
7 **tograph of this form by e-mail or text message. Tenants are advised**
8 **to keep a copy of the form and a record of providing it to the landlord.**

9

10 **Please note:**

11 • **You still owe rent, as required by your rental agreement. Any**
12 **unpaid rent will be due July 1, 2021. You may qualify for help paying**
13 **your rent. See this notice for resources.**

14 • **Your landlord cannot charge late fees for any portion of unpaid**
15 **rent from April 1, 2020, through June 30, 2021.**

16 • **If you are unable to pay your rent, give the attached declaration**
17 **form to your landlord as soon as possible. You can submit this form**
18 **to your landlord at any time. You do not have to wait until you have**
19 **a nonpayment notice. If you have experienced financial hardship, fill**
20 **out and submit the form immediately.**

21 • **You can still be evicted for violations of the rental agreement,**
22 **other than nonpayment of rent.**

23 • **You cannot be evicted without cause before July 1, 2021, except**
24 **for circumstances under ORS 90.427 (5) involving the demolition or**
25 **conversion of the dwelling unit, major repairs or renovations when the**
26 **home is or will be unsafe to occupy or the occupancy of your home**
27 **by your landlord, the landlord's family member or someone who pur-**
28 **chases the home.**

29

30

TENANT RESOURCES

31

1 For help paying your rent and for referrals to other support services
2 such as food stamps, health benefits, unemployment insurance and
3 other public benefits, dial 211 or go to www.211.org. To find free legal
4 assistance for low-income Oregonians, go to www.oregonlawhelp.org.

5 _____
6 (b) The declaration that must be delivered by the landlord and may
7 be completed by a tenant under subsection (5) of this section must be
8 in substantially the following form:

9 _____
10 **DECLARATION OF FINANCIAL HARDSHIP FOR EVICTION PRO-**
11 **TECTION**

12
13 This form may be given to the landlord in person, by first class mail
14 or, if available, by sending a copy or photograph by e-mail or text
15 message.

16
17 I, _____ (tenant's name), am a tenant
18 at _____ (tenant's address). I am
19 unable to pay my obligations under the rental agreement because of
20 one or more of the reasons below that have impacted me since March
21 16, 2020:

- 22 • Substantial loss of household income;
- 23 • Substantial medical expenses;
- 24 • Loss of work or wages;
- 25 • Increased child care responsibilities or responsibilities to care for
26 a person with a disability or a person who is elderly, injured or sick;
- 27 • Increased costs for child care or caring for a person with a dis-
28 ability or a person who is elderly, injured or sick; or
- 29 • Other circumstances that have substantially reduced my income
30 or increased my expenses.

1 **Any public assistance, including unemployment insurance, pandemic**
2 **unemployment assistance and other public assistance that I have re-**
3 **ceived on or after March 16, 2020, does not fully make up for my loss**
4 **of income or increased expenses. I understand that I still owe my rent,**
5 **which must be paid by July 1, 2021. I understand that I must comply**
6 **with other obligations that I may have under my rental agreement.**

7

8 **I hereby declare that the above statement is true to the best of my**
9 **knowledge and belief, and that I understand it is made for use as evi-**
10 **dence in court and is subject to penalty for perjury.**

11

12 _____ (tenant's signature)

13 _____ (date)

14

15 **(3)(a) The Judicial Department shall translate the notice and dec-**
16 **laration form under subsection (2) of this section into the Spanish,**
17 **Korean, Russian, Vietnamese and Chinese languages and shall display**
18 **the English and translated forms prominently from the main page at**
19 **www.courts.oregon.gov.**

20 **(b) Each form on the Judicial Department website must include a**
21 **statement in English, Spanish, Korean, Russian, Vietnamese and**
22 **Chinese indicating that the form and translations can be found on the**
23 **Judicial Department website and include the web address where the**
24 **forms may be found.**

25 **(4) A landlord who files a complaint for possession under ORS**
26 **105.105 to 105.168 based on a notice for nonpayment under ORS 90.392,**
27 **90.394 or 90.630 shall file with the complaint an affidavit or declaration**
28 **under penalty of perjury stating that the landlord has complied with**
29 **subsection (1)(a) of this section and that the landlord is not aware of**
30 **any declaration signed or delivered by the tenant under subsection**
31 **(1)(b) of this section.**

1 **(5) The court shall enter a judgment dismissing a complaint for**
2 **possession under ORS 105.105 to 105.168 based solely on non-payment**
3 **of rent if, at any time prior to the entry of judgment of restitution,**
4 **the court determines that a tenant has signed and delivered to the**
5 **landlord a copy of the notice described in subsection (2)(b) of this**
6 **section.**

7 **(6) A landlord may not:**

8 **(a) Challenge the accuracy of a tenant's declaration under this**
9 **section in a proceeding under ORS 105.105 to 105.168;**

10 **(b) Require additional information from a tenant in the declaration**
11 **under subsection (2)(b) of this section;**

12 **(c) Require the delivery of more than one declaration under sub-**
13 **section (1)(b) of this section per household or tenancy;**

14 **(d) Prohibit the tenant from submitting the declaration in a lan-**
15 **guage other than English if the tenant uses a form available under**
16 **subsection (3) of this section; or**

17 **(e) Prohibit the tenant from delivering the declaration under sub-**
18 **section (1)(b) of this section in any manner, format or means available**
19 **to the tenant, including by sending a copy or photograph of this form**
20 **by electronic mail or text message.**

21 **(7)(a) If a landlord violates this section or section 3, chapter 13,**
22 **Oregon Laws 2020 (first special session) (Enrolled House Bill 4213):**

23 **(A) A tenant may obtain injunctive relief to recover possession or**
24 **address any other violation and may recover from the landlord an**
25 **amount equal to three months' periodic rent plus any actual damages;**
26 **and**

27 **(B) The tenant has a defense to an action for possession by the**
28 **landlord.**

29 **(b) Notwithstanding ORS 105.137 (4), if a tenant asserts a successful**
30 **defense under paragraph (a) of this subsection to an action for pos-**
31 **session, the tenant is not entitled to prevailing party fees, attorney**

1 **fees or costs and disbursements if the landlord:**

2 **(A) Had delivered to the tenant the form described in subsection**
3 **(1)(b) of this section as required and did not know, and did not have**
4 **reasonable cause to know, at the time of commencing the action that**
5 **the tenant had submitted a completed form; and**

6 **(B) Promptly dismissed the action upon becoming aware of the**
7 **completed form.**

8 **SECTION 7.** Section 3, chapter 13, Oregon Laws 2020 (first special ses-
9 sion) (Enrolled House Bill 4213), is amended to read:

10 **Sec. 3. (1) As used in this section and in section 6 of this 2020 third**
11 **special session Act:**

12 (a) “Emergency period” means the period beginning on April 1, 2020, and
13 ending on [*September 30*] **December 31, 2020, except as the period may**
14 **be extended through June 30, 2021, under section 6 (1) of this 2020 third**
15 **special session Act.**

16 (b) “End of the grace period” means **March 31, 2021, unless the pe-**
17 **riod is extended through June 30, 2021, under section 6 (1) of this third**
18 **special session Act.**

19 [(b)] (c) “Nonpayment” means the nonpayment of a payment that becomes
20 due during the emergency period to a landlord, including a payment of rent,
21 late charges, utility or service charges or any other charge or fee as de-
22 scribed in the rental agreement or ORS 90.140, 90.302, 90.315, 90.392, 90.394,
23 90.560 to 90.584 or 90.630.

24 [(c)] (d) “Nonpayment balance” includes all or a part of the net total
25 amount of all items of nonpayment by a tenant **during the emergency pe-**
26 **riod.**

27 [(d)] (e) “Termination notice without cause” means a notice delivered by
28 a landlord under ORS 90.427 (3)(b), (4)(b) or (c), [(5)(a) to (c),] or (8)(a)(B) or
29 (b)(B).

30 (2) [*During and after the emergency period and*] **Before the end of the**
31 **grace period,** notwithstanding this chapter or ORS 105.105 to 105.168, a

1 landlord may not, and may not threaten to:

2 (a) Deliver a notice of termination of a rental agreement based on a
3 tenant's nonpayment balance;

4 (b) Initiate or continue an action under ORS 105.110 to take possession
5 of a dwelling unit based on a notice of termination for nonpayment delivered
6 *[on or after April 1, 2020]* **during the emergency period;**

7 (c) Take any action that would interfere with a tenant's possession or use
8 of a dwelling unit based on a tenant's nonpayment balance;

9 (d) Assess a late fee or any other penalty on a tenant's nonpayment; or

10 (e) Report a tenant's nonpayment balance as delinquent to any consumer
11 credit reporting agency.

12 (3) Notwithstanding ORS 90.220 (9), before applying payments received
13 from a tenant or on behalf of a tenant to a tenant's nonpayment balance, a
14 landlord shall first apply the payments, in the following order, to:

15 (a) Rent for the current rental period;

16 (b) Utility or service charges;

17 (c) Late rent payment charges; and

18 (d) Fees or charges owed by the tenant under ORS 90.302 or other fees
19 or charges related to damage claims or other claims against the tenant.

20 *[(4) During the emergency period, a landlord may provide a written notice*
21 *to a tenant stating that the tenant continues to owe any rent due. The notice*
22 *must also include a statement that eviction for nonpayment is not allowed be-*
23 *fore September 30, 2020.]*

24 *[(5)(a)]* **(4)(a)** *[During the emergency period]* **Before June 30, 2021**, a
25 landlord may not deliver a termination notice without cause and may not file
26 an action under ORS 105.110 based on a termination notice without cause.

27 (b) If the first year of occupancy would end *[during the emergency*
28 *period]* **after April 1, 2020, and before August 31, 2021**, for the purposes
29 of a termination notice without cause, the "first year of occupancy" is ex-
30 tended to mean a period lasting until *[30 days following the emergency*
31 *period.]* **August 31, 2021.**

1 **(5)(a) If the emergency period is extended under section 6 (1) of this**
2 **2020 third special session Act, a landlord may deliver a written notice**
3 **to a tenant before June 30, 2021, stating that the tenant continues to**
4 **owe any rent due.**

5 **(b) The notice must also include a statement that eviction for**
6 **nonpayment is not allowed before June 30, 2021.**

7 **(c) The notice may also include information regarding tenant re-**
8 **sources and may offer a voluntary payment plan for the nonpayment**
9 **balance. If the notice offers a voluntary payment plan, the notice must**
10 **state that the payment plan is voluntary. The notice may include a**
11 **request that the tenant contact the landlord to discuss the voluntary**
12 **payment plan.**

13 **(6) A landlord's acceptance of a partial payment of rent before the**
14 **end of the grace period does not constitute a waiver of a landlord's**
15 **right to terminate the tenancy for:**

16 **(a) A violation of the rental agreement, notwithstanding ORS 90.412**
17 **(2); or**

18 **(b) Nonpayment of the rent balance owed under ORS 90.394 after**
19 **the end of the grace period, notwithstanding ORS 90.417 (4).**

20 *[(6) Following the emergency period, a tenant with an outstanding non-*
21 *payment balance has a six-month grace period that ends on March 31, 2021,*
22 *to pay the outstanding nonpayment balance.]*

23 *[(7) Following the emergency period, a landlord may deliver a written no-*
24 *tice to a tenant that substantially states:]*

25 *[(a) The date that the emergency period ended;]*

26 *[(b) That if rents and other payments that come due after the emergency*
27 *period are not timely paid, the landlord may terminate the tenancy;]*

28 *[(c) That the nonpayment balance that accrued during the emergency period*
29 *is still due and must be paid;]*

30 *[(d) That the tenant will not owe a late charge for the nonpayment*
31 *balance;]*

1 [(e) That the tenant is entitled to a six-month grace period to repay the
2 nonpayment balance that ends on March 31, 2021;]

3 [(f) That within a specified date stated in the notice given under this sub-
4 section that is no earlier than 14 days following the delivery of the notice, the
5 tenant must pay the nonpayment balance or notify the landlord that the tenant
6 intends to pay the nonpayment balance by the end of the six-month grace pe-
7 riod described in subsection (6) of this section;]

8 [(g) That failure of a tenant to give notice to the landlord of utilization of
9 the grace period described in subsection (6) of this section may result in a
10 penalty described in subsection (10) of this section; and]

11 [(h) That rents and other charges or fees that come due after the emergency
12 period must be paid as usual or the landlord may terminate the tenancy under
13 ORS 90.392, 90.394 or 90.630.]

14 [(8)(a) If a landlord gives a notice as described in subsection (7) of this
15 section, a tenant who has an outstanding nonpayment balance as of the date
16 listed on the landlord's notice as described in subsection (7)(f) of this section
17 must notify the landlord of the tenant's intention to use the grace period de-
18 scribed in subsection (6) of this section to pay the nonpayment balance.]

19 [(b) The tenant's notice under this subsection must be actual notice de-
20 scribed in ORS 90.150 or notice given by electronic means, and must be given
21 to the landlord by the date given in the landlord's notice as described in sub-
22 section (7)(f) of this section.]

23 [(9) The landlord's notice described in subsection (7) of this section may
24 offer an alternate voluntary payment plan for payment of the nonpayment bal-
25 ance, but the notice must state that the alternate payment plan is voluntary.]

26 [(10) A tenant's failure to give the notice required by subsection (8) of this
27 section to a landlord entitles the landlord to recover damages equal to 50 per-
28 cent of one month's rent following the grace period.]

29 [(11) If a landlord violates this section, a tenant may obtain injunctive relief
30 to recover possession or address any other violation of this section and may
31 recover from the landlord an amount up to three months' periodic rent plus

1 *any actual damages.]*

2 *[(12) ORS 90.412 does not apply to a landlord that accepts a partial rent*
3 *payment.]*

4 **SECTION 8.** ORS 90.394 is amended to read:

5 90.394. The landlord may terminate the rental agreement for nonpayment
6 of rent and take possession as provided in ORS 105.105 to 105.168, as follows:

7 (1) When the tenancy is a week-to-week tenancy, by delivering to the
8 tenant at least 72 hours' written notice of nonpayment and the landlord's
9 intention to terminate the rental agreement if the rent is not paid within
10 that period. The landlord shall give this notice no sooner than on the fifth
11 day of the rental period, including the first day the rent is due.

12 (2) For all tenancies other than week-to-week tenancies, by delivering to
13 the tenant:

14 (a) At least [72 hours'] **15 days'** written notice of nonpayment and the
15 landlord's intention to terminate the rental agreement if the rent is not paid
16 within that period. The landlord shall give this notice no sooner than on the
17 eighth day of the rental period, including the first day the rent is due; or

18 (b) At least [144 hours'] **18 days'** written notice of nonpayment and the
19 landlord's intention to terminate the rental agreement if the rent is not paid
20 within that period. The landlord shall give this notice no sooner than on the
21 fifth day of the rental period, including the first day the rent is due.

22 (3) The notice described in this section must also specify the amount of
23 rent that must be paid and the date and time by which the tenant must pay
24 the rent to cure the nonpayment of rent.

25 (4) Payment by a tenant who has received a notice under this section is
26 timely if mailed to the landlord within the period of the notice unless:

27 (a) The notice is served on the tenant:

28 (A) By personal delivery as provided in ORS 90.155 (1)(a); or

29 (B) By first class mail and attachment as provided in ORS 90.155 (1)(c);

30 (b) A written rental agreement and the notice expressly state that pay-
31 ment is to be made at a specified location that is either on the premises or

1 at a place where the tenant has made all previous rent payments in person;
2 and

3 (c) The place so specified is available to the tenant for payment
4 throughout the period of the notice.

5 **SECTION 9.** ORS 90.160 is amended to read:

6 90.160. (1) Notwithstanding ORCP 10 and not including the seven-day and
7 four-day waiting periods provided in ORS 90.394, where there are references
8 in this chapter to periods and notices based on a number of days, those days
9 shall be calculated by consecutive calendar days, not including the initial
10 day of service, but including the last day until 11:59 p.m. Where there are
11 references in this chapter to periods or notices based on a number of hours,
12 those hours shall be calculated in consecutive clock hours, beginning imme-
13 diately upon service.

14 (2) Notwithstanding subsection (1) of this section, for [72-hour or
15 144-hour] nonpayment notices **whose periods are based on a number of**
16 **hours** under ORS 90.394 that are served pursuant to ORS 90.155 (1)(c), the
17 time period described in subsection (1) of this section begins at 11:59 p.m. the
18 day the notice is both mailed and attached to the premises. [*The time period*
19 *shall end 72 hours or 144 hours, as the case may be, after the time started to*
20 *run at 11:59 p.m.*]

21 **SECTION 10.** ORS 90.417 is amended to read:

22 90.417. (1) A tenant's duty regarding rent payments is to tender to the
23 landlord an offer of the full amount of rent owed within the time allowed
24 by law and by the rental agreement provisions regarding payment. A land-
25 lord may refuse to accept a rent tender that is for less than the full amount
26 of rent owed or that is untimely.

27 (2) A landlord may accept a partial payment of rent. The acceptance of
28 a partial payment of rent in a manner consistent with subsection (4) of this
29 section does not constitute a waiver under ORS 90.412 (2)(b) of the landlord's
30 right to terminate the tenancy under ORS 90.394 for nonpayment of the bal-
31 ance of the rent owed.

1 (3) A landlord and tenant may by written agreement provide that monthly
2 rent shall be paid in regular installments of less than a month pursuant to
3 a schedule specified in the agreement. Installment rent payments described
4 in this subsection are not partial payment of rent for purposes of this sec-
5 tion.

6 (4) The acceptance of a partial payment of rent waives the right of the
7 landlord to terminate the tenant's rental agreement under ORS 90.394 for
8 nonpayment of rent unless:

9 (a)(A) The landlord accepted the partial payment of rent before the land-
10 lord gave a nonpayment of rent termination notice under ORS 90.394 based
11 on the tenant's agreement to pay the balance by a time certain and the ten-
12 ant does not pay the balance of the rent as agreed;

13 (B) The landlord's notice of termination is served no earlier than it would
14 have been permitted under ORS 90.394 had no rent been accepted; and

15 (C) The notice permits the tenant to avoid termination of the tenancy for
16 nonpayment of rent by paying the balance within [72 hours or 144 hours, as
17 the case may be,] **the time period allowed under ORS 90.394** or by any date
18 to which the parties agreed, whichever is later; or

19 (b) The landlord accepted a partial payment of rent after giving a non-
20 payment of rent termination notice under ORS 90.394 and entered into a
21 written agreement with the tenant that the acceptance does not constitute
22 waiver. The agreement may provide that the landlord may terminate the
23 rental agreement and take possession as provided in ORS 105.105 to 105.168
24 without serving a new notice under ORS 90.394 if the tenant fails to pay the
25 balance of the rent by a time certain.

26 (5) Application of a tenant's security deposit or prepaid rent to an obli-
27 gation owed to a landlord in foreclosure under ORS 90.367 does not consti-
28 tute a partial payment of rent.

29 (6) Notwithstanding any acceptance of a partial payment of rent under
30 subsection (4) of this section, the tenant continues to owe the landlord the
31 unpaid balance of the rent.

1 **SECTION 11.** ORS 105.113 is amended to read:

2 105.113. (1) Notwithstanding ORCP 7, for premises to which ORS chapter
3 90 or ORS 91.120 applies, the summons must be in substantially the following
4 form and be available from the court clerk:

5 _____

6 IN THE CIRCUIT COURT
7 FOR THE COUNTY OF

8 _____

9 No. _____

10

11 SUMMONS

11

12 RESIDENTIAL EVICTION

12

13

14 PLAINTIFF (Landlord or agent):

15

16 _____

17

18 _____

19

20 vs.

21

22 DEFENDANT (Tenants/Occupants):

23

24 _____

25

26 _____

27

28 TO: _____ (Street address and city of property occupied by
29 defendant)

30 _____ (Mailing address if different)

31

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);

1 • Give a copy of the Answer to your landlord (or your landlord’s agent
2 or attorney); and

3

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

6

7 IF YOU HAVE QUESTIONS, YOU SHOULD SEE AN ATTORNEY IMME-
8 DIATELY. If you need help finding an attorney, you can contact the Oregon
9 State Bar’s Lawyer Referral Service online at [*www.oregonstatebar.org*]
10 _____ (current website) or by calling [*503-684-3763 (in the*
11 *Portland metropolitan area) or toll-free elsewhere in Oregon at 800-452-7636*]
12 _____ (current phone numbers).

13

14 **If you are being evicted for nonpayment of rent or fees, the enclosed**
15 **notice and declaration form have additional information on protection**
16 **from eviction for nonpayment.**

17

18 _____

19 Signature of Plaintiff (landlord or agent)

20

21 Plaintiff’s address:

22

23 _____

24

25 _____

26

27 Plaintiff’s telephone number: _____

28

29

30 _____

31 (2) Except as provided in ORS 408.515 (3), the information required under

1 ORS 408.515 must be included with the summons.

2 **(3) A copy of the notice and declaration form under section 6 (2)**
3 **of this 2020 third special session Act must be attached to each copy**
4 **of the summons.**

5 **SECTION 12.** ORS 105.115 is amended to read:

6 105.115. (1) Except as provided by subsections (2) and (3) of this section,
7 the following are causes of unlawful holding by force within the meaning
8 of ORS 105.110, 105.123 and 105.126:

9 (a) When the tenant or person in possession of any premises fails or re-
10 fuses to pay rent within 10 days after the rent is due under the lease or
11 agreement under which the tenant or person in possession holds, or to de-
12 liver possession of the premises after being in default on payment of rent for
13 10 days.

14 (b) When the lease by its terms has expired and has not been renewed,
15 or when the tenant or person in possession is holding from month to month,
16 or year to year, and remains in possession after notice to quit as provided
17 in ORS 105.120, or is holding contrary to any condition or covenant of the
18 lease or is holding possession without any written lease or agreement.

19 (c) When the owner or possessor of a recreational vehicle that was placed
20 or driven onto property without the prior consent of the property owner,
21 operator or tenant fails to remove the recreational vehicle. The property
22 owner or operator is not required to serve a notice to quit the property be-
23 fore commencing an action under ORS 105.126 against a recreational vehicle
24 owner or possessor holding property by force as described in this paragraph.

25 (d) When the person in possession of a premises remains in possession
26 after the time when a purchaser of the premises is entitled to possession in
27 accordance with the provisions of ORS 18.946 or 86.782.

28 (e) When the person in possession of a premises remains in possession
29 after the time when a deed given in lieu of foreclosure entitles the transferee
30 named in the deed to possession of the premises.

31 (f) When the person in possession of a premises remains in possession

1 after the time when a seller is entitled to possession in accordance with the
2 provisions of ORS 93.930 (2)(c) or pursuant to a judgment of strict foreclosure
3 of a recorded contract for transfer or conveyance of an interest in real
4 property.

5 (g) When the person in possession of a premises remains in possession
6 after the expiration of a valid notice terminating the person's right to occupy
7 the premises pursuant to ORS 91.120, 91.122 or 91.130.

8 (2) In the case of a dwelling unit to which ORS chapter 90 applies:

9 (a) The following are causes of unlawful holding by force within the
10 meaning of ORS 105.110 and 105.123:

11 (A) When the tenant or person in possession of any premises fails or re-
12 fuses to pay rent within [*72 hours or 144 hours, as the case may be, of the*
13 *notice*] **the time period** required by **a notice under** ORS 90.394.

14 (B) When a rental agreement by its terms has expired and has not been
15 renewed, or when the tenant or person in possession remains in possession
16 after a valid notice terminating the tenancy pursuant to ORS chapter 90, or
17 is holding contrary to any valid condition or covenant of the rental agree-
18 ment or ORS chapter 90.

19 (b) A landlord may not file an action for the return of possession of a
20 dwelling unit based upon a cause of unlawful holding by force as described
21 in paragraph (a) of this subsection until after the expiration of a rental
22 agreement for a fixed term tenancy or after the expiration of the time period
23 provided in a notice terminating the tenancy.

24 (3) In an action under subsection (2) of this section, ORS chapter 90 shall
25 be applied to determine the rights of the parties, including:

26 (a) Whether and in what amount rent is due;

27 (b) Whether a tenancy or rental agreement has been validly terminated;
28 and

29 (c) Whether the tenant is entitled to remedies for retaliatory conduct by
30 the landlord as provided by ORS 90.385 and 90.765.

31 **SECTION 13.** ORS 105.124 is amended to read:

1 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 ap-
2 plies to the dwelling unit:

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

5 _____

6 IN THE CIRCUIT COURT
7 FOR THE COUNTY OF

8 _____

9 No. _____

10

11 RESIDENTIAL EVICTION COMPLAINT

12

13 PLAINTIFF (Landlord or agent):

14 _____

15 _____

16 Address: _____

17 City: _____

18 State: _____ Zip: _____

19 Telephone: _____

20

21 vs.

22

23 DEFENDANT (Tenants/Occupants):

24 _____

25 _____

26 MAILING ADDRESS: _____

27 City: _____

28 State: _____ Zip: _____

29 Telephone: _____

30

31 1.

1 Tenants are in possession of the dwelling unit, premises or rental prop-
2 erty described above or located at:

3
4 _____

5
6 2.

7 Landlord is entitled to possession of the property because of:

8
9 _____ 24-hour notice for personal
10 injury, substantial damage, extremely
11 outrageous act or unlawful occupant.

12 ORS 90.396 or 90.403.

13 _____ 24-hour or 48-hour notice for
14 violation of a drug or alcohol
15 program. ORS 90.398.

16 _____ 24-hour notice for perpetrating
17 domestic violence, sexual assault or
18 stalking. ORS 90.445.

19 [72-hour or 144-hour notice for]

20 [nonpayment of rent. ORS 90.394.]

21 _____ 7-day notice with stated cause in
22 a week-to-week tenancy. ORS 90.392 (6).

23 _____ 10-day notice for a pet violation,
24 a repeat violation in a month-to-month
25 tenancy or without stated cause in a
26 week-to-week tenancy. ORS 90.392 (5),
27 90.405 or 90.427 (2).

28 _____ **15-day or 18-day notice for nonpayment**
29 **of rent. ORS 90.394.***

30 _____ 20-day notice for a repeat violation.
31 ORS 90.630 (5).

1 _____ 30-day, 60-day or 180-day notice without
2 stated cause in a month-to-month
3 tenancy. ORS 90.427 (3)(b) or (8)(a)(B)
4 or (C) or 90.429.

5 _____ 30-day notice with stated cause.
6 ORS 90.392, 90.630 or 90.632.*

7 _____ 60-day notice with stated cause.
8 ORS 90.632.

9 _____ 90-day notice with stated cause.
10 ORS 90.427 (5) or (7).

11 _____ Notice to bona fide tenants after
12 foreclosure sale or termination of
13 fixed term tenancy after foreclosure
14 sale. ORS 86.782 (6)(c).

15 _____ Other notice _____

16 _____ No notice (explain) _____

17

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

19

20 *** If the notice is for nonpayment of rent or charges and was given**
21 **on or before June 30, 2021, the landlord must attach a copy of the**
22 **declaration of compliance required under section 6 (4) of this 2020 third**
23 **special session Act to this complaint.**

24

25 **3.**

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

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

31 I certify that the allegations and factual assertions in this complaint are

1 true to the best of my knowledge.

2

3 _____

4 Signature of landlord or agent.

5 _____

6 (2) The complaint must be signed by the plaintiff, or an attorney repre-
7 senting the plaintiff as provided by ORCP 17, or verified by an agent or
8 employee of the plaintiff or an agent or employee of an agent of the plaintiff.

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

11 **SECTION 14. Section 6 of this 2020 third special session Act and the**
12 **amendments to ORS 90.160, 90.394, 90.417, 105.113, 105.115 and 105.124**
13 **and section 3, chapter 13, Oregon Laws 2020 (first special session)**
14 **(Enrolled House Bill 4213), by sections 7 to 13 of this 2020 third special**
15 **session Act become operative on January 1, 2021.**

16 **SECTION 15.** Section 7, chapter 13, Oregon Laws 2020 (first special ses-
17 sion) (Enrolled House Bill 4213), is amended to read:

18 **Sec. 7.** Notwithstanding ORS 12.125, the period of limitation is tolled
19 until *[March 31]* **July 1, 2021**, for claims by a landlord based on a tenant’s
20 nonpayment or nonpayment balance, both as defined in section 3, **chapter**
21 **13, Oregon Laws 2020 (first special session) (Enrolled House Bill 4213)**
22 *[of this 2020 special session Act]*.

23

24 **EVICTION MORATORIUM SUNSET**

25

26 **SECTION 16.** ORS 90.394, as amended by section 8 of this 2020 third
27 special session Act, is amended to read:

28 90.394. The landlord may terminate the rental agreement for nonpayment
29 of rent and take possession as provided in ORS 105.105 to 105.168, as follows:

30 (1) When the tenancy is a week-to-week tenancy, by delivering to the
31 tenant at least 72 hours’ written notice of nonpayment and the landlord’s

1 intention to terminate the rental agreement if the rent is not paid within
2 that period. The landlord shall give this notice no sooner than on the fifth
3 day of the rental period, including the first day the rent is due.

4 (2) For all tenancies other than week-to-week tenancies, by delivering to
5 the tenant:

6 (a) At least [*15 days*'] **72 hours**' written notice of nonpayment and the
7 landlord's intention to terminate the rental agreement if the rent is not paid
8 within that period. The landlord shall give this notice no sooner than on the
9 eighth day of the rental period, including the first day the rent is due; or

10 (b) At least [*18 days*'] **144 hours**' written notice of nonpayment and the
11 landlord's intention to terminate the rental agreement if the rent is not paid
12 within that period. The landlord shall give this notice no sooner than on the
13 fifth day of the rental period, including the first day the rent is due.

14 (3) The notice described in this section must also specify the amount of
15 rent that must be paid and the date and time by which the tenant must pay
16 the rent to cure the nonpayment of rent.

17 (4) Payment by a tenant who has received a notice under this section is
18 timely if mailed to the landlord within the period of the notice unless:

19 (a) The notice is served on the tenant:

20 (A) By personal delivery as provided in ORS 90.155 (1)(a); or

21 (B) By first class mail and attachment as provided in ORS 90.155 (1)(c);

22 (b) A written rental agreement and the notice expressly state that pay-
23 ment is to be made at a specified location that is either on the premises or
24 at a place where the tenant has made all previous rent payments in person;
25 and

26 (c) The place so specified is available to the tenant for payment
27 throughout the period of the notice.

28 **SECTION 17.** ORS 105.113, as amended by section 11 of this 2020 third
29 special session Act, is amended to read:

30 105.113. (1) Notwithstanding ORCP 7, for premises to which ORS chapter
31 90 or ORS 91.120 applies, the summons must be in substantially the following

1 form and be available from the court clerk:

2 _____

3 IN THE CIRCUIT COURT
4 FOR THE COUNTY OF

5 _____

6 No. _____

7

8 SUMMONS
9 RESIDENTIAL EVICTION

10

11 PLAINTIFF (Landlord or agent):

12

13 _____

14

15 _____

16

17 vs.

18

19 DEFENDANT (Tenants/Occupants):

20

21 _____

22

23 _____

24

25 TO: _____ (Street address and city of property occupied by
26 defendant)

27 _____ (Mailing address if different)

28

29 NOTICE TO TENANTS:
30 READ THESE PAPERS CAREFULLY
31 YOUR LANDLORD WANTS TO

EVICT YOU

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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

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

3

4 IF YOU HAVE QUESTIONS, YOU SHOULD SEE AN ATTORNEY IMME-
5 DIATELY. If you need help finding an attorney, you can contact the Oregon
6 State Bar’s Lawyer Referral Service online at _____ (current
7 website) or by calling _____ (current phone numbers).

8

9 *[If you are being evicted for nonpayment of rent or fees, the enclosed notice*
10 *and declaration form have additional information on protection from eviction*
11 *for nonpayment.]*

12

13 _____

14 Signature of Plaintiff (landlord or agent)

15

16 Plaintiff’s address:

17

18 _____

19

20 _____

21

22 Plaintiff’s telephone number: _____

23

24

25 _____

26 (2) Except as provided in ORS 408.515 (3), the information required under
27 ORS 408.515 must be included with the summons.

28 *[(3) A copy of the notice and declaration form under section 6 (2) of this*
29 *2020 third special session Act must be attached to each copy of the*
30 *summons.]*

31 **SECTION 18.** ORS 105.124, as amended by section 13 of this 2020 third

1 special session Act, is amended to read:

2 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 ap-
3 plies to the dwelling unit:

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

6 _____

7 IN THE CIRCUIT COURT

8 FOR THE COUNTY OF

9 _____

10 No. _____

11
12 RESIDENTIAL EVICTION COMPLAINT

13
14 PLAINTIFF (Landlord or agent):

15 _____

16 _____

17 Address: _____

18 City: _____

19 State: _____ Zip: _____

20 Telephone: _____

21
22 vs.

23
24 DEFENDANT (Tenants/Occupants):

25 _____

26 _____

27 MAILING ADDRESS: _____

28 City: _____

29 State: _____ Zip: _____

30 Telephone: _____

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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).
- [_____ 15-day or 18-day notice for nonpayment of rent. ORS 90.394.*]
- _____ 20-day notice for a repeat violation.

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

3
4 _____
5 Signature of landlord or agent.
6 _____

7 (2) The complaint must be signed by the plaintiff, or an attorney repre-
8 senting the plaintiff as provided by ORCP 17, or verified by an agent or
9 employee of the plaintiff or an agent or employee of an agent of the plaintiff.

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

12 **SECTION 19.** The amendments to ORS 90.394, 105.113 and 105.124 by
13 sections 16 to 18 of this 2020 third special session Act become operative
14 on July 1, 2021.

15 **SECTION 20.** Section 6 of this 2020 third special session Act is re-
16 pealed on July 1, 2021.

17 **SECTION 21.** Section 4, chapter 13, Oregon Laws 2020 (first special ses-
18 sion) (Enrolled House Bill 4213), is amended to read:

19 **Sec. 4.** Section 3, chapter 13, Oregon Laws 2020 (first special session)
20 (Enrolled House Bill 4213), as amended by section 7 of this 2020 third
21 special session Act [*of this 2020 special session Act*] is repealed on [*March*
22 *31,*] September 1, 2021.

23
24 **UNIT CAPTIONS**

25
26 **SECTION 22.** The unit captions used in this 2020 third special ses-
27 sion Act are provided only for the convenience of the reader and do
28 not become part of the statutory law of this state or express any leg-
29 islative intent in the enactment of this 2020 third special session Act.

30
31 **EMERGENCY CLAUSE**

1 **SECTION 23. This 2020 third special session Act being necessary for**
2 **the immediate preservation of the public peace, health and safety, an**
3 **emergency is declared to exist, and this 2020 third special session Act**
4 **takes effect on its passage.**

5
