

HB 2967-3
(LC 640)
3/19/25 (RLM/ps)

Requested by Representative GAMBA

**PROPOSED AMENDMENTS TO
HOUSE BILL 2967**

1 On page 1 of the printed bill, line 2, after “ORS” delete the rest of the
2 line and delete line 3 and insert “90.295”.

3 Delete lines 5 through 31 and delete pages 2 through 18 and insert:

4 **“SECTION 1.** ORS 90.295 is amended to read:

5 “90.295. (1)(a) A landlord may **not** require payment of **more than \$10 as**
6 an applicant screening charge [*solely to cover the costs of*] **and may not re-**
7 **quire an applicant to purchase a specific screening report, product or**
8 **service for the purposes of** obtaining information about an applicant [*as*
9 *the landlord processes*] **or processing** the application for a rental agreement.
10 This activity is known as screening and includes but is not limited to
11 checking references and obtaining a consumer credit report or tenant
12 screening report. The landlord must provide the applicant with a receipt for
13 any applicant screening charge. Promptly after each screening conducted by
14 a tenant screening company or consumer credit reporting agency for the
15 landlord, the landlord shall provide the applicant with confirmation of the
16 screening, including a copy of a receipt from the company or agency.

17 “(b) A landlord may only require an applicant to pay a single applicant
18 screening charge within any 60-day period, regardless of the number of rental
19 units owned or managed by the landlord for which the applicant has applied
20 to rent.

21 “(2) The amount of any applicant screening charge must not be greater

1 than the landlord's average actual cost of screening applicants or the cus-
2 tomary amount charged by tenant screening companies or consumer credit
3 reporting agencies for a comparable level of screening. Actual costs may in-
4 clude the cost of using a tenant screening company or a consumer credit
5 reporting agency and the reasonable value of any time spent by the landlord
6 or the landlord's agents in otherwise obtaining information on applicants.

7 “(3) A landlord may not [*require payment of an applicant screening charge*
8 *unless prior to accepting the payment*] **apply any screening criteria to an**
9 **application unless prior to applying the criteria** the landlord:

10 “(a) Adopts written screening or admission criteria;

11 “(b) Gives written notice to the applicant of:

12 “(A) The amount of the applicant screening charge;

13 “(B) The landlord's screening or admission criteria;

14 “(C) The process that the landlord typically will follow in screening the
15 applicant, including whether the landlord uses a tenant screening company,
16 credit reports, public records or criminal records or contacts employers,
17 landlords or other references;

18 “(D) The applicant's rights to dispute the accuracy of any information
19 provided to the landlord by a screening company or credit reporting agency;

20 “(E) A right to appeal a negative determination, if any right to appeal
21 exists;

22 “(F) Any nondiscrimination policy as required by federal, state or local
23 law plus any nondiscrimination policy of the landlord, including that a
24 landlord may not discriminate against an applicant because of the race,
25 color, religion, sex, sexual orientation, gender identity, national origin,
26 marital status, familial status or source of income of the applicant;

27 “(G) The amount of rent the landlord will charge and the deposits the
28 landlord will require, subject to change in the rent or deposits by agreement
29 of the landlord and the tenant before entering into a rental agreement;

30 “(H) Whether the landlord requires tenants to obtain and maintain

1 renter's liability insurance and, if so, the amount of insurance required; and

2 "(I) The applicant's right to a refund of the screening charge under sub-
3 section (5) of this section and right to recover damages under subsection
4 (6)(b) of this section; and

5 "(c) Gives actual notice to the applicant of an estimate, made to the best
6 of the landlord's ability at that time, of the approximate number of rental
7 units of the type, and in the area, sought by the applicant that are, or within
8 a reasonable future time will be, available to rent from that landlord. The
9 estimate shall include the approximate number of applications previously
10 accepted and remaining under consideration for those units. A good faith
11 error by a landlord in making an estimate under this paragraph does not
12 provide grounds for a claim under subsection (6)(b) of this section.

13 "(4) Unless the applicant agrees otherwise in writing, a landlord may not
14 require payment of an applicant screening charge when the landlord knows
15 or should know that no rental units are available at that time or will be
16 available within a reasonable future time.

17 "(5) A landlord that requires an applicant screening charge must refund
18 the applicant screening charge to the applicant within 30 days if the land-
19 lord:

20 "(a) Fills the vacant dwelling unit before screening the applicant; or

21 "(b) Has not conducted or ordered any screening of the applicant before
22 the applicant withdraws the application in writing.

23 "(6)(a) An applicant may not recover an applicant screening charge from
24 the landlord if the applicant refuses an offer from the landlord to rent the
25 dwelling unit.

26 "(b) The applicant may recover from the landlord twice the amount of any
27 applicant screening charge paid, plus \$250, if:

28 "(A) the landlord fails to comply with this section with respect to the
29 applicant's screening or screening charge; or

30 "(B) The landlord does not conduct a screening of the applicant for any

1 reason and fails to refund an applicant screening charge to the applicant
2 within 30 days.”.

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