

Chapter 90: Residential Landlord and Tenant.

Unconscionability:

ORS 90.135; 2017.

<https://www.oregonlaws.org/ors/90.135>

https://www.oregonlegislature.gov/bills_laws/ors/ors090.html

(1) **If the court, as a matter of law, finds:**

(a) **A rental agreement or any provision thereof was unconscionable when made, the court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result; or**

(b) **A settlement in which a party waives or agrees to forgo a claim or right under this chapter or under a rental agreement was unconscionable when made, the court may refuse to enforce the settlement, enforce the remainder of the settlement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result.**

(2) **If unconscionability is put into issue by a party or by the court upon its own motion the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose and effect of the rental agreement or settlement to aid the court in making the determination.**

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**Obligation of Good-Faith.**

**ORS 90.130; 2017.**

<https://www.oregonlaws.org/ors/90.13>

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**Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.**