
Housing Rights for Manufactured Home Residents in Oregon

Legal Aid Services of Oregon,
Portland Regional Office

Last updated July 2017

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What does this booklet cover?

The booklet covers the rights of individuals who live in manufactured or floating homes which are owned by the resident, but which occupy space rented by the homeowner in a facility designated for that purpose. A “facility” is a place where four or more manufactured homes or floating homes are located. The information in this book does not apply to you unless you live in a facility where there are four or more spaces. Different laws apply to individuals who live in a manufactured home park but own a Recreational Vehicle and this booklet does not apply to their situation.

Where can I get information if this booklet does not cover my tenancy?

If you rent your home but reside in a manufactured or floating home in a facility, you are probably covered by other parts of landlord-tenant law. Ask your local Legal Aid office for a separate booklet called *Landlord-Tenant Law in Oregon*.

RENTAL AGREEMENTS

Do I have to have a written lease/rental agreement? (ORS 90.510)

Manufactured home landlords must provide residents with a written rental agreement. This is a document that both you and your landlord sign. The rental agreement generally cannot be changed by one party. The rental agreement must specify:

- The location and size of the space you will rent
- The term of the tenancy
- The monthly rent
- All services and/or facilities provided by the landlord
- All security deposits, fees, and installation charges imposed by the landlord
- Which improvements must or may be made to the rented space by the resident, including landscaping and plant materials
- What will happen to any improvements you have made (i.e., landscaping, etc.) to the rented space after you leave.
- How your landlord will decide whether to accept the purchaser of your home as a resident should you decide to sell. You cannot sell your home to someone who has not been accepted as a resident by your landlord unless the buyer plans to move the home.
- If your park is for seniors only, the federal fair-housing age classification (if it is a 55 or older senior housing).
- The process by which either party gives notice to the other party.
- The process by which landlords may change the agreement or the rules and regulations, specifying that they must give 60 days written notice unless at least 51% of the spaces file an objection within 30 days of the proposed rule change.

What is a Statement of Policy?

A *Statement of Policy* is another document your landlord is required to give you before you moved in. It gives you some general information about the facility into which you will move, and must include:

- The location and size of the space you will rent

- The facility policy regarding rent increases, and a rent history that shows what the rent has been on January 1 of the previous five years.
- A list of any services or facilities, which your landlord will provide.
- A list of installation charges imposed by either your landlord or government agencies.
- The facility policy regarding termination of rental agreements, including what will happen if the facility closes or is sold.
- Facility policy regarding informal dispute resolution
- A list of all the utilities that are available, and a statement of who will furnish and pay for them.
- Any facility policy regarding the removal of a manufactured home, along with a notice that removal of a manufactured home from a facility can impact the market value of the home.
- If a residents' union exists within the facility, the Statement of Policy must include a one-page information sheet about the residents' union.
- The federal fair-housing age classification (whether the housing is 55 years or older) and whether any zoning might affect the use of the rented space.

What is a “fixed-term” rental agreement/lease? (ORS 90.550)

You can rent facility space for your manufactured home in one of two ways: on a “fixed-term” basis or month-to-month. If you rent on a fixed term basis then the length of the rental agreement must be *at least two years*. A month-to-month tenancy lasts indefinitely.

What happens when my fixed-term rental agreement expires? (ORS 90.545)

When a fixed term rental agreement expires the tenancy becomes a month-to-month tenancy unless the landlord offers a new fixed term rental agreement. The offer of a new rental agreement must:

- Be made at least 60 days before the end of the old rental agreement and
- Include a copy of the new rental agreement, and a written summary of the differences between the new rental agreement and the old one.

The new rental agreement can differ from the old rental agreement, but there are restrictions on how it can differ. These restrictions are intended to prevent your landlord from forcing you to move you by offering a rental agreement so unreasonable that you would never sign it. Rule changes made by the new rental agreement must be:

- Required because of changes to landlord/tenant law in Oregon,
- The same as rules offered to other prospective residents for your facility during the past 6 months, or
- Customary for the local rental market.

The new rental agreement *cannot*:

- require you to physically alter your manufactured home, or build a new accessory structure such as a carport or shed, nor
- be related to the age, style, or size of your manufactured home.

If your landlord proposes a new rental agreement, you must accept or reject it, in writing, at least 30 days prior to the end of your old rental agreement. If you do not accept it or you reject it unreasonably, your rental agreement expires and does not become a to a month-to-month arrangement, and you have to move.

If you move because you did not accept a new rental agreement proposed by your landlord, your landlord must allow you to store your home on the premises for at least 6 months. The landlord can charge rent for this time. If you do not move out when your rental agreement expires and your landlord files an eviction in court, you do not have the right to a storage agreement.

If your landlord does not submit a new rental agreement for you to consider at least 60 days before the expiration of your old rental agreement, your tenancy automatically becomes month-to-month when your rental agreement expires.

RULES

What kind of rules may my landlord impose? (ORS 90.510)

A landlord can impose rules concerning a resident's use and occupancy of the premises. A rule must be reasonably related to the purpose for which it was adopted, and must be specific enough that you know whether or not you are in compliance. Your landlord cannot adopt a rule specifically in order to evade his/her obligations under the law.

Your landlord can have rules about how many people can live in your unit, but these rules cannot be more restrictive than two people per bedroom.

If your rental agreement says so, your landlord can charge you for utilities provided to your unit or to the common spaces. Your landlord can only charge you as much as the utility company charges your landlord, and cannot impose additional fees, or other charges for providing utilities.

How can my landlord change the rules that apply to my tenancy? (ORS 90.610)

If you have a fixed-term rental agreement, your landlord cannot change the rules until the term of the rental agreement is up. (However, there could be a clause in the rental agreement that says that the resident agrees to be bound by new rules adopted pursuant to this statutory section. In that case the landlord could change the rules during the fixed term).

If you rent month-to-month, your landlord can change the rules that govern your tenancy with 60 days written notice. You have the right to object to rule changes, and if over half (51%) of the residents object to a rule change, the change will not go into effect. The objections must be in writing. Only one resident per unit in the facility may register an objection.

The landlord's written notice of the rule change must include the following:

- The date of the notice.
- The date on which the new rules will go into effect.

- A statement that the new rules will not go into effect if 51% of the residents object.
- The latest date by which written objection to the change must be received.

Pet Rules

If you have a pet which is allowed under your lease and your landlord changed the rules about pets since you moved in, your landlord cannot force you to get rid of your pet. If your pet was living with you when you got notice of the new rule that would prohibit your pet, you may keep your pet and replace it with another, similar pet. New rules about the behavior of your pet will apply to you and your pet.

A landlord renting space in facilities cannot charge fees or extra rent for pets. There may be rules surrounding pets, including whether or not they can be kept, but no fees may be collected.

RENT INCREASES (90.600)

If you are on a fixed term lease, your landlord can not raise your rent during the term of the lease. If you rent month-to-month, your landlord must give you 90 days written notice in order to increase your rent. This notice must include the amount of the increase the amount of the new rent and the date on which the increase will go in effect.

EVICCTIONS

Can my landlord make me leave my home?

Your landlord cannot change your locks, shut off your utilities, take your property out of your home or do anything else to force you to leave without a court order. Only the sheriff can physically force you to leave your home.

If your landlord does lock you out of your home, tell your landlord that it is illegal and ask to be let back in. Call the police and call a lawyer as soon as possible.

Your landlord *can* terminate your tenancy under certain circumstances. See below for more information. Your landlord must give you written notice stating when your tenancy will end, and take you to court if you do not move out by that date. Your landlord must give you advance written warning as discussed below.

What can my landlord do to make me leave?

Your landlord must give you a written notice in order to make you move out of the facility. The amount of time you must be given to move varies, depending on the circumstances.

Your landlord *must* have a reason to make you leave a manufactured home facility. The reasons are discussed below.

72 Hour Notice or 144 Hour Notice for Nonpayment of Rent (ORS 90.394)

In most cases, a landlord can give you a written notice about nonpayment of rent starting on the eighth day after the rent is due. The landlord can give you a written 72 hour notice stating that you need to pay the rent or be move out within the 72 hour period. The landlord can wait only until the fifth day, but then must give a 144 hours to pay the rent. If you pay the rent for that month during the 72 hour period (or the 144 hour period) than you do not have to move. Your landlord is not required to accept a partial payment during this period. Your landlord may only require you to pay rent during this period and not late fees. If your landlord refuses to accept your rent payment during this period than you may have a defense if your landlord files an eviction court case. If you don't pay during the notice period, your landlord can file for an eviction in court. You have the right to a court hearing.

30 Day Notices for Repeated Late Payment of Rent (ORS 90.630(8))

If you pay your rent late on a regular basis your landlord can give you a 30 day notice of termination. If you are late paying rent for a single month, your landlord can give you a 72 hour notice or 144 hour notice for nonpayment of rent discussed above. However, if your landlord has given you at least three valid notices for non-payment of rent (either a 72 hour notice or 144 hour notice) during the last 12 months, then your landlord can give you a 30 day notice of termination regardless of whether or not you paid your rent that month. At least two of the past notices for nonpayment of rent in the last 12 months must include a warning that the third late payment could result in eviction. You have the right to a court hearing where you could raise any legal defenses you might have against the landlord's claim, but you do not have a right to correct the violation. In summary:

- In order to give you this type of notice, your landlord must have given you notices for non-payment at least three times in the past 12 months.
- In at least two of these notices, your landlord must have warned you that paying rent late again can lead to a 30 day notice.
- The 30 day notice can come after the third notice for non-payment, or it can be given at the same time.

30 Day Notices for Breaking Rules or Not Paying Fees (90.630)

Your landlord can give you a 30 day notice to move if he or she has "good cause" to ask you to move. This notice must tell you specifically what you have done wrong and that you have at least 30 days to correct the problem and that if you do not correct the problem within the 30 day period, your landlord has the right to file an eviction court action against you. "Good cause" is limited to:

- You have not paid a late charge, fee or utility charge which you owe the landlord,
- You have violated the facility rules or your rental agreement related to your conduct,
- You are not doing yard maintenance or other grounds keeping required by your lease, or
- You are determined to be a predatory sex offender under Oregon law.

The landlord cannot evict you for these reasons if you correct the problem within 30 days. However, if you are predatory sex offender, your landlord does not have to give you the chance to correct the problem and can file an eviction court case if you do not move out within the 30 days.

If the same problem arises within 6 months of the date of the first notice, your landlord can give you a new notice for repeat violations that will ask you to move out in 20 days and will not give you the chance to correct the problem. If you do not move out under this notice for repeat violations, you have the right to a court hearing where you could raise any legal defenses you might have against the landlord's claim, but you do not have a right to correct or "cure" this cause.

60 (or 30) Day Notices for the Physical Condition of your Manufactured Home (90.632)

Your landlord can give you a 60 Day Notice due to the physical condition of *the exterior of* your manufactured home. In order for your landlord to give you this kind of Notice your home must be in need of repair because an external component is broken, collapsing, causing a safety hazard, generally in need of maintenance, or not in compliance with building or housing codes. A landlord cannot consider your home to be in poor condition because of the age, size, style or original construction materials of the home. However, your landlord can give you a 30 Day Notice if the physical condition of the exterior creates a risk of *imminent and serious harm* to property or people within the facility.

The Notice (either a 60 Day or a 30 Day Notice) must include a description of the problem with your manufactured home and what you need to do to fix it and how much time you have to fix it. If the notice is a 60 Day Notice, you will have 60 days to fix it. If you notice is a 30 Day Notice, you will have 30 days to fix it. If you fix the problem within the amount of time given to you in the Notice than you should be allowed to stay.

In order for this type of Notice to be valid, the Notice must describe that you have the following rights:

- You have the right to fix the problem with your manufactured home.
- Your notice must give you a deadline for fixing the problems.
- You have the right to write your landlord to inform him or her that you have made sufficient repairs to correct the problem. Your landlord must tell you where to give notice that the problems have been fixed. After you tell your landlord (in writing) that you have made repairs, your landlord must respond by telling you whether or not the repairs were adequate.

** If you report repairs at least 14 days before you would have to move, and your landlord does not inform you whether or not they were adequate, then you have a defense against being evicted if your landlord says that more repairs were needed.*

If you were given a 60 Day Notice you may be entitled to more time to make the needed repairs. Your landlord must give an extra 60 days to make the needed repairs if:

- The work involves exterior painting, roof repair, concrete pouring or similar work, and the weather prevents that kind of work during a substantial portion of the 60 day period,
- There is too much work to reasonably complete within 60 days,
- The work is too complicated to reasonably complete within 60 days, or
- There are no repair people available to complete repairs within 60 days.

Your landlord must give an extra 6 months to make the needed repairs if the disrepair or deterioration of your home has existed for at least the last 12 months and your landlord has known about the condition of your home for at least the last 12 months.

To get the extra 60 days or 6 months you must give your landlord a written request for more time explaining why you need an extension before the 60 days outlined in the notice are up. If the physical condition of your home creates an immediate and serious threat to other residents or their homes, then your landlord does not have to give you additional time to make repairs.

If the same problem arises with the physical condition within 12 months of the date of the first notice, your landlord can give you a new notice that will ask you to move out in 30 days and will not give you the chance to correct the problem. If you do not move out under this notice for repeat violations, you have the right to a court hearing where you could raise any legal defenses you might have against the landlord's claim, but you do not have a right to correct or "cure" this cause.

24 Hour Notice for Outrageous Conduct (ORS 90.396)

Your landlord can give you a written notice to move out in 24 hours if he or she believes you or someone in your household (including your pet) has seriously injured someone, threatened someone with serious harm, done substantial damage to someone else's belongings, or committed an act "outrageous in the extreme" in or near the mobile home park. The law defines an act outrageous in the extreme as including, but not limited to, drug dealing and manufacturing, gambling, prostitution, burglary, violence and serious threats of violence. You have the right to a court hearing if you do not move out within the 24 hour period.

365 (or 180) Day Notices for closure of the facility (ORS 90.645)

If the park you live in is to be closed and used for something other than a manufactured home park, than the landlord must give you a written notice to move at least 365 days before the park is to close. The landlord must also pay you \$6,000 (if your home is a single wide), \$8,000 (if your home is a double wide) or \$10,000 (if your home is a triple wide or larger), regardless of whether you are able to move the home out of the park. The landlord cannot charge you to dispose of a home you abandon in the park due to the closure, nor can the landlord raise your rent during the closure period. The landlord's notice must also inform you about a refundable \$5,000 tax credit from the state of Oregon, which may be available when you file your next state tax return. If your park is closing, call Legal Aid for further advice about your rights.

If the marina that you live in is closing, your landlord must give you a written notice to move at least 365 days before the marina is to close. However, your landlord give only 180 days written notice if your landlord finds an acceptable alternative space for you to move to and pays either your moving and set up costs or \$3,500, whichever is less.

The law requires that if a residents' association requests sale listings in writing, a landlord must tell the association if the mobile home park is being listed for sale. Also, if your landlord has applied to change the zoning of your mobile home park for a different use, you must be given notice of the zone change application. You may attend a public hearing about the proposed zone change where you can express your views.

ABANDONED PROPERTY (ORS 90.675)

What Happens to Your Home After You Are Evicted or Move Out?

Your landlord must store your home and take good care of it for a specified period of time after you move out. In order to dispose of your home by selling or destroying it, your landlord must give you proper notice. If your landlord sells your home, he or she can recoup storage costs but cannot keep the profit. If you have an outstanding mortgage, your landlord must tell the lienholder before disposing of your home. The process of selling or destroying your home can only begin after:

- Your rental agreement has expired and you have left, and your landlord reasonably believes that you have no intention to come back to claim or sell your home, or
- You have left and been gone continuously for seven days after a court order saying you have to leave (but the sheriff has not been out to evict you), or
- The sheriff forces you to leave your home after your landlord gets a court order requiring you to leave.

Abandoned Property Notice

Before your property can be disposed of, your landlord must give you a written notice. This notice must be mailed to you or delivered in person. If your landlord knows of a post-office box or a forwarding address for you, your landlord must make an effort to get a hold of you there. You should always leave your landlord with a forwarding address so that you can be contacted after you move out.

The notice must:

- Tell you that your landlord considers your home abandoned and intends to dispose of it.
- Tell you that you have 45 days from the date of the notice to contact your landlord to reclaim your property.
- Give an address or phone number where you can get in touch with your landlord to arrange to move your home.
- Tell you that your home is stored on the original rented space.
- Tell you that you that once you contact your landlord about moving your home, you have only 30 more days to move it or your landlord may sell/dispose of it.
- Tell you if your landlord believes that your home is worth \$8,000 or less and your landlord intends to destroy rather than sell your home if you do not remove it yourself.

Storing Your Home During The Notice Period

During the notice period, your landlord must store your home on the original rented space and must exercise reasonable care for your property.

Your landlord can charge you reasonable storage fees. These fees cannot be more than the rent you paid while you lived there. If you have been removed by the sheriff then your landlord cannot require that you pay storage fees before you take away your home and any other property. Otherwise, you may have

to pay these fees before you move your home. Note that you still owe these fees in either case: if the sheriff has evicted you then you simply don't have to pay them before you move your mobile home.

Your landlord must make your property available for you to remove at reasonable times during the notice period, although your landlord can require that you make an appointment.

Your landlord can consider your home abandoned and it can be sold or destroyed if:

- You do not contact your landlord within the 45 day notice period, or
- You do not remove your home within 30 days of the time you do contact your landlord.

Disposing or Selling Your Home

Whether your landlord will dispose or sell your home depends on how much your home is worth. If your landlord determines that your home is worth \$8,000 or less then it may be destroyed or otherwise disposed of without a sale. If your landlord plans to dispose of your home without a sale at the time your 45 day notice is given, the notice must state this intent. Contact a lawyer if you believe your landlord has disposed of a home worth more than \$8,000 without a sale.

Your landlord must try to sell your home if it is worth more than \$8,000. There are specific rules that govern how the sale must be handled. If your landlord has the right to sell your home, he or she can seek the title to your home by filing with the appropriate state agency. Your landlord must put public notice of the sale in a general circulation newspaper in the county where the sale will take place. The notice of sale must run at least one day a week for two weeks prior to the sale date, and it must include:

- Your name.
- That your home has been abandoned.
- The address and space number where your home is located, along with the license or registration number of your home if known by your landlord.
- Whether the sale is by private bidding or public auction.
- Whether the landlord is accepting sealed bids, and if so, the last date on which bids will be accepted.
- The name and telephone number of a person to contact to inspect your home.

Your landlord has to either mail you or personally hand you a copy of the published notice of the sale a reasonable time before the sale occurs. Your landlord must also mail the published notice of the sale to any lienholder before the sale occurs.

If your home is sold, then your landlord may take out of the proceeds of the sale:

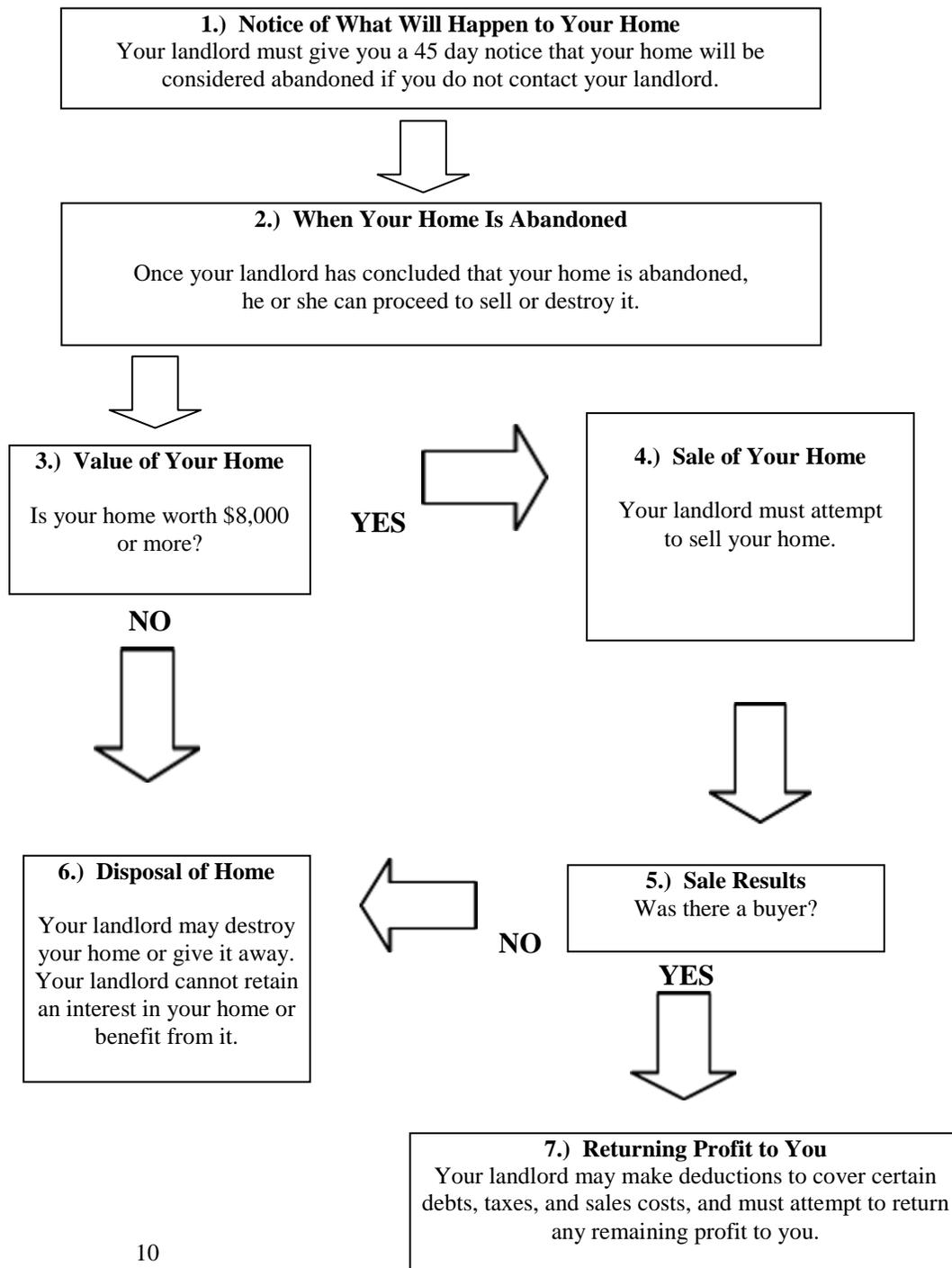
- Money to cover the cost of the notice, storage and sale,
- Money to cover any unpaid rent you owe, and
- Money to pay any unpaid property taxes.

If there is a lien on your home, then any remaining proceeds will be paid to the lienholder. After all these deductions, any remaining money goes to you along with an accounting of all the deductions. Your landlord must make an effort to find you to pay any money left from the sale. If your landlord cannot

find you, then the money will be given to the tax collector in the county where the sale was made, and if you do not claim it within three years it will be turned over to the county's general fund.

If there is no buyer for your home, your landlord may assume it is worth less than \$8,000 and dispose of it as described below. Otherwise, your landlord must attempt to return any profit to you.

If the county assessor says that your home is worth less than \$8,000 then your landlord may destroy the home or give it to charity or to someone unrelated to the landlord. The landlord cannot keep your home or benefit from it.



If your landlord sells or destroys your home without complying with these rules...

Your landlord must follow these rules in order to sell or destroy your home. If these rules are not followed, then:

- Your landlord cannot make damage claims for damage to the premises against you for the property, unless the damage was deliberate or caused by gross negligence.
- You are not liable for unpaid rent.
- You can sue your landlord for twice your actual damages.

You can waive the rights described above in writing with your landlord and your lienholder. This agreement must be made in good faith, and your landlord cannot force you to waive these rights as part of the rental agreement.

FREQUENTLY ASKED QUESTIONS

Can my landlord come into my home, or onto the space I rent, without my permission?

Your landlord has no right to enter your home under any circumstances. Your landlord can come onto the rented space to serve notices, during emergencies or with proper notice. Emergencies can include things like repair problems which must be addressed immediately when the landlord makes an emergency entry. Your landlord must give you written notice within 24 hours of entering the rented space due to an emergency.

My landlord gave me an eviction notice and told my mortgage company about it. Is that legal?

Yes, if anyone has a lien on your home and your landlord gives you an eviction notice, a copy can be given to the lienholder. If your landlord wishes to sell your home, your landlord is required to inform any lienholder. The lienholder will have certain rights to your home if it is to be sold or disposed of by your landlord. See “Abandoned Property” above.

Can I organize with other residents in my facility?

If there is a residents’ union at your facility then your landlord cannot prevent you from holding meetings. These meetings can be in a private residence within the facility or in public areas. Your landlord can enforce reasonable rules about the time and place where these meetings occur. Your rental agreement cannot prevent you from organizing or joining a resident’s association.

You also have the right to invite political speakers to talk at your facility, and to put up political signs on or in your home, subject to reasonable rules of the landlord.

Can my landlord give preference to prospective residents who bought their homes from a particular dealer?

No, your landlord cannot give preference to prospective residents who bought their homes from a particular dealer. Nor can any dealer refuse to sell you a manufactured home unless you rent space for it from a particular facility.