



Manufactured Housing Communities of Oregon

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## MHCO Form 55: 30-Day Notice to Terminate Tenancy and Remove Home

Revised 12-27-2012 | This form is exclusively licensed to:

Name of Community/Park:

Address:

Date of Delivery/Mailing of this Notice: \_\_\_\_\_

Resident Name(s): \_\_\_\_\_

Address: \_\_\_\_\_ Space: \_\_\_\_\_

### Dear Resident:

This is notice to you that due to the disrepair or deterioration of your home as explained below, your tenancy at the above-identified Space will be terminated. This means that all occupants and the home must be removed no later than **12:00 Midnight on the TERMINATION AND REMOVAL DATE** identified in the section marked in the box appearing below.

### TERMINATION AND REMOVAL DATE (Check only one)

This Notice has been personally served. Compliance must be completed by Midnight on \_\_\_\_\_ ("Termination and Removal Date"). (This date should be at least 30 days after the Date of Delivery/Mailing identified at the top of this Notice. For example, if this Notice is personally served on the 1st day of July, the earliest date to insert would be the 31st of July.)

This Notice has been sent by first class mail. Compliance must be completed by Midnight on \_\_\_\_\_ ("Termination and Removal Date"). (This date should be at least 33 days after the Date of Delivery/Mailing identified at the top of this Notice. For example, if this Notice is deposited in the mail on 1st day of July, the earliest date to insert would be 3rd of August.)

This Notice has been sent by first class mail and attached to the main entrance of the tenant's residence. Compliance must be completed by Midnight on \_\_\_\_\_ ("Termination and Removal Date"). *(This date should be at least 30 days after the date this Notice is both deposited in the mail and attached to the main entrance of the home. For example, if this Notice is attached to the main entrance of the home and deposited in the mail on the 1st day of July, the earliest date to insert would*



*be the 31st of July. Caution: This method of service should not be selected unless the rental agreement allows both the landlord and tenant to send notices to the other by attachment and mailing. The current MHCO rental agreement does permit landlord and tenant to use this method of sending notices to each other.)*

**Cause of This Notice** (State specific items in disrepair or deteriorated): \_\_\_\_\_

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*(Attach additional pages if necessary.)*

You may avoid termination and removal by correcting the items noted above in "Cause of This Notice," no later than the Termination and Removal Date identified in the box that has been checked above. Here is what you must do to avoid termination:

**Necessary Repairs** (State specific steps to correct): \_\_\_\_\_

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*(Attach additional pages if necessary.)*

### **TENANT INFORMATION (Read Carefully)**

(1) If you perform the Necessary Repairs noted above before the Termination and Removal Date or the Extension Period (as defined below), you have the right to give the undersigned landlord/manager a written notice ("Notice of Correction") that you have corrected the items noted above in Cause of This Notice. The landlord/manager shall respond within a reasonable time thereafter, stating whether they agree that the Necessary Repairs have been satisfactorily and timely performed. If you give the Notice of Correction at least 14 days prior to the end of the Termination and Removal Date or the Extension Period (as defined below), the landlord's/manager's failure to respond to you shall be a defense to a termination of your tenancy based upon this Notice.

(2) You have the right to extend the Termination and Removal Date up to an additional 60 days ("Extension Period") if: (a) The Necessary Repairs required by the landlord/manager involve exterior painting, roof repair, concrete pouring or similar work and the weather prevents that work during a substantial portion of the period

prior to the Termination and Removal Date, or (b) The nature or extent of the Necessary Repairs is such that it cannot reasonably be completed by the Termination and Removal Date because of factors such as the amount of work necessary, the type and complexity of the work and the availability of necessary repair persons. If you would like to extend the Termination and Removal Date, you must give the landlord/manager written notice describing the necessity for an extension. This written request must be given a reasonable amount of time prior to the end of the Termination and Removal Date.

(3) A copy of this Notice may be given by the landlord/manager to any lienholder of your home.

(4) If one or more of the items noted above in Cause of this Notice recurs within 12 months after the Date of Delivery/Mailing appearing at the top of this Notice, your tenancy may be terminated and your home will be required to be moved upon at least 30 days' written notice specifying the violation(s) and the date of termination of tenancy.

(5) You are still required to pay rent up to the Termination and Removal Date and, if applicable, during the Extension Period. The landlord/manager does not waive the right to accept rent during these periods. If your paid rent covers days that extend beyond these periods they will be returned to you within 6 days after the end of the Termination and Removal Date, or if applicable, the Extension Period. The Notice of Correction or a request for the Extension Period should be sent to the following:

Name of Addressee: \_\_\_\_\_

Address: \_\_\_\_\_

Community Owner/Agent: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of Community/Park:

Address: