



Manufactured Housing Communities of Oregon

## MHCO Form 11: Ten Day Notice of Intent to Sell Manufactured Home

Revised 12-1-2012 | This form is exclusively licensed to:

Name of Community/Park:

Address:

Please consider this my/our ten day notice to sell my/our home and have it remain in the Community. I/we understand and agree to the following terms and conditions: LANDLORD shall accept or reject the prospective purchaser's application within 7 days of receipt of a complete and accurate written application (including of any required applicant screening charge), or within a longer time period to which the LANDLORD and the prospective purchaser agree. LANDLORD shall have the right to reject the prospective purchaser as a tenant based upon the following Screening Criteria which shall be applied to TENANT and all occupants, where applicable:

- (a) prior rental references;
- (b) credit history & credit references (or the absence thereof);
- (c) employment history;
- (d) character references;
- (e) criminal history;
- (f) debt-to-income ratio;
- (g) presence, type, number, size and weight of pets;
- (h) failure or refusal to provide reasonable proof of age if the Community is an age 55+ or 62+ Community;
- (i) evidence that the prospective tenant has provided falsified or provided materially misleading information on any material items;
- (j) if the prospective tenant refuses to sign a new written rental/lease agreement;
- (k) the number of additional occupants; or,
- (l) the public record.

TENANT shall not sell TENANT'S home to a person who intends to leave it on the Space until LANDLORD has accepted the prospective purchaser as a tenant and until TENANT has performed all of the following conditions prior to possession and sale (Landlord should delete and initial any of the following requirements that do not apply):

- (1) Given the LANDLORD at least ten (10) days' written notice prior to the proposed sale.
- (2) Referred the prospective purchaser to the LANDLORD to complete and submit a complete and accurate written application for tenancy.



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- (3) Given notice to any lienholder, prospective purchaser or person licensed to sell manufactured dwellings, that the prospective purchaser may not occupy the home until the prospective purchaser is accepted by the LANDLORD as a tenant;
- (4) Given notice to any lienholder, prospective purchaser or person licensed to sell manufactured dwellings, the location of all properly functioning smoke alarms and the applicable rules and regulations of the Community.
- (5) Paid to the LANDLORD all unpaid rents, fees, deposits and charges.
- (6) Paid all unpaid taxes and assessments on the Home, prorated to the date of sale.
- (7) Timely completed all repairs and/or improvements to the home due to disrepair or deterioration, as requested in any pending written notice(s) from the LANDLORD. If the time for completion has not yet expired, TENANT shall provide a copy of the written notice to the prospective purchaser who shall have the right to complete the necessary repairs and/or improvements within the time remaining in the notice (or as may be extended as allowed by Oregon Laws).
- (8) Provided to LANDLORD a copy of a current written inspection report from an Oregon-certified and licensed home inspector, verifying that as of the date of the inspection: (a) the dwelling, including, but not limited to all heating, cooling, and electrical systems and all appliances located therein, are safe from the hazards of fire; (b) the dwelling has a smoke alarm approved under applicable law; (c) the dwelling has operable storm water drains on the roof; (d) all electrical, water, storm water drainage and sewage disposal systems in, on, or about the dwelling, are in operable and safe condition, and that the connections to those systems have been maintained, and (e) that any modifications to the home or its heating, cooling or electrical systems comply with all local, state and federal codes and regulations in existence at the time of the modification. The cost of this inspection shall be the responsibility of the TENANT, but may be negotiated with the prospective purchaser as part of the sale transaction.

At the time that the prospective purchaser submits an application for tenancy, LANDLORD shall provide said purchaser with copies of the Statement of Policy, the Rental/Lease Agreement, Rules and Regulations, and Community Documents including any conditions imposed on a subsequent sale. The Community Documents may not be the same as those previously provided to TENANT and may contain substantially different terms.

In the event LANDLORD rejects the prospective purchaser, LANDLORD shall furnish TENANT and the prospective purchaser a written statement of the reason(s) for the rejection. However, if one of the reasons for rejection is based upon information contained in a "consumer report" as defined in the Fair Credit Reporting Act, LANDLORD shall not disclose the contents of the consumer report to TENANT.

RESIDENT \_\_\_\_\_ Space # \_\_\_\_\_ DATE \_\_\_\_\_

RESIDENT \_\_\_\_\_ Space # \_\_\_\_\_ DATE \_\_\_\_\_

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Address: