



Manufactured Housing Communities of Oregon

## MHCO Form 07: Statement of Policy

Revised 3-2019 | This form is exclusively licensed to:

Name of Community/Park:

Address:

### 1. LOCATION AND SIZE OF SPACE

The location and approximate size of your space #\_\_\_\_\_ is as follows: \_\_\_\_\_. Please see attached map. We do not reserve spaces. It is first come, first served.

### 2. FACILITY CLASSIFICATION

This is a (check one) ☐ 55 and older ☐ family ☐ 62 and older, facility. If this is an age 55 and older facility at least one occupant of the home must be 55 years of age or older, and you may not sell your home to someone under age 55. If this is an age 62 and older facility all occupants of the home must be 62 years of age or older, and you may not sell your home to someone under age 62. There are no such limitations if this facility is open to families. However, we cannot promise to keep the present classification forever. It could change. Pursuant to Oregon law, occupancy is limited to two persons per bedroom. In the event that Federal law is interpreted as less restrictive, the Federal law will apply.

### 3. CURRENT ZONING

The current zoning affecting the use of the rented space is (check with governmental authority to verify):

\_\_\_\_\_. Permitted uses include mobile/manufactured housing. The zoning authority for this Community is \_\_\_\_\_. We are not aware of any pending governmental action which could impact the Community's zoning at this time. Exceptions to the preceding sentence (if any): \_\_\_\_\_.

### 4. RENT ADJUSTMENT POLICY

Under current state law if your tenancy is month-to-month the landlord may increase your rent with 90 days notice. State law limits monthly rent increase as follows:

TENANT agrees to pay base rent of \$\_\_\_\_\_ ("Current Rent") per month payable in advance on the first day of each month commencing on the first day of \_\_\_\_\_, 20\_\_\_\_. LANDLORD and TENANT agree that LANDLORD may increase the Current Rent upon giving TENANT not less than 90 days' advance written notice providing the following information: (a) Effective date that the increased Rent will take effect ("Effective Date"); (b) Amount of the increase ("Rent Increase"); and (c) Amount to the new rent ("New Rent").

### SUMMARY OF OREGON RENT CONTROL LAW (2019)

Definitions: (a) **Current Rent** is the existing monthly base rent exclusive of any other fees or charges payable by the tenant under the rental agreement; (b) **Rent Increase** is the amount that Current Rent may be increased as calculated under the Rent Cap Formula; (c) **Rent Cap Formula** is the maximum combined percentage increase over Current Rent that may be charged to tenants under a Rent Increase, unless exempted under Oregon Law; (d) **New Rent** is the Current Rent plus the Rent Increase. A Rent Increase may always be less than the Rent Cap Formula but may not be more. Exceeding the Rent Cap Formula would result in making the landlord being liable to the tenant in an amount equal to three months' rent plus actual damages suffered by the tenant.

Calculating The Rent Cap Formula: (a) Current Rent may not be increased during the first year of a tenant's tenancy; (b) There is no limit on the number of times Current Rent may be increased within any subsequent 12-month period; (c) No Rent Increase may exceed the sum of: (i) Seven percent (7.00%) above the Current Rent (7% X Current Rent) plus (ii) The percentage change in the consumer price index ("CPI") times the Current Rent (% of CPI Change X Current Rent), hereinafter collectively referred to as the "Rent Cap Formula").

Consumer Price Index ("CPI"): This refers to the annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor ("BLS") in September of the prior calendar year.

**According to the BLS, in September 2018, the 12-month average change was 3.4%. This figure should always be used when calculating the maximum CPI percentage change figure under the Rent Cap Formula until the September 2019 CPI figure is formally issued. [For information on the 12- month average changes go to MHCO.org.]**

Example: Assume Current Rent is \$400 per month. The annual 12-month average change in the CPI for All Urban Consumers, West Region (All Items) in September 2018 was 3.4%. Therefore, a Rent Increase notice issued on or after February 28, 2019 (the Effective Date of SB 608) may not exceed the sum of (a) 7.00% X \$400 (\$28.00) plus (b) 3.4% X \$400 (\$13.60) = \$41.60. Thus, commencing on the Effective Date, the New Rent may not exceed \$441.60 (\$400 +\$28.00+\$13.60)

Exclusion From Rent Cap Formula: The above Rent Cap Formula does not apply if LANDLORD is providing reduced rent to TENANT as part of a federal, state or local program or subsidy.

Communities Located In City of Portland: If a Community is located within the City of Portland, a Rent Increase of ten percent or more can result in the landlord having to pay a tenant's "relocation assistance" of thousands of dollars. If your community is located in Portland, you should consult with your attorney before issuing a rent increase notice.

Our policy is the same. We reserve the right to charge you certain other fees, deposits and charges (such as utility charges, which maybe passed through directly to you) which are not regarded as "rent" and may be increased without a prior 90-day notice.

#### **Additional Fees**

Late Fee	\$ _____
N.S.F. Checks	\$ _____
Extra Parking	\$ _____
Add'l Occupant	\$ _____
Other _____	\$ _____
Other _____	\$ _____
Other _____	\$ _____
Other _____	\$ _____

Many financial consultants and mortgage lenders advise consumers to keep the total of rent, utility and mobile/ manufactured housing mortgage payments below 30% of take-home pay or income. This can be important if your income is fixed. Please understand that we want you as a tenant if you can afford it. We don't want to create financial problems for you or us, so we share these facts with you.

#### **5. PERSONAL PROPERTY, SERVICES AND FACILITIES PROVIDED BY LANDLORD**

In addition to the services necessary to maintain the facility in a habitable condition, the landlord will not be providing any additional personal property, services or facilities for the use of residents, except as indicated below. We provide the following (check all applicable box(es)): mailboxes, garbage containers, water line, faucet for outdoor use, outside space lighting, laundromat, visitor parking, recreation room, pool, RV parking  
other \_\_\_\_\_.

Some things you should know we do not provide are: (delete inapplicable items): yard maintenance of tenant spaces, locked gates, security guards, restricted access to the Community, emergency rst aid, and emergency utilities or R.V. parking. We must ask you to be responsible for the security of your own home and possessions and report any security problems to police and management.

Our policy on landscape maintenance is as follows: You maintain your space, including the lawn and all trees and shrubs and we maintain the common areas. Any exterior improvements or construction you intend to make to your space, including but not limited to fencing, landscaping or sheds, or to the exterior of the home (such as skirting, porches, painting, garage, carport, etc.), must first receive written approval of management, and must conform to all local, State and Federal laws, ordinances and regulations. Mobile/manufactured home set-up must meet all applicable codes and be completed within the number of days designated in your rental agreement.

Upon termination of your tenancy, the space must be left in substantially the same condition as it was upon commencement. You will be solely responsible for all damage to the space as a result of initial siting of the home and its removal from the space. All plantings or other landscaping placed upon the space, whether by the landlord or tenant, shall become the property of the landlord upon termination of the tenancy, unless the parties agree otherwise in writing prior to such termination.

## 6. UTILITIES AND SERVICES AND PAYMENT RESPONSIBILITY

<b>Sewer</b>	Pay By: _____	Furnished By: _____
<b>Garbage</b>	Pay By: _____	Furnished By: _____
<b>Water</b>	Pay By: _____	Furnished By: _____
<b>Electricity</b>	Pay By: _____	Furnished By: _____
<b>Phone</b>	Pay By: _____	Furnished By: _____
<b>Cable TV</b>	Pay By: _____	Furnished By: _____
<b>Garbage Cans</b>	Pay By: _____	Furnished By: _____

Changes to Utilities and Services: Please note that even if Landlord has agreed to pay for any utilities noted above, the rental agreement may allow for landlord to change this and pass all utilities through directly to you. We reserve the right to change utility payment arrangements, including the billing procedure, with reasonable notice to you. Unless your rental agreement provides otherwise, we reserve the right to bill you separately for utility service fees and charges assessed by the utility for services provided to or for spaces in the Community. Any separately billed utility fees and charges shall not be considered to be included in the rent charged for those spaces under the rental agreement and shall not be considered to be rent or a rent increase. Utility services to which this applies are natural or liquid propane gas, electricity, water, cable television, garbage or refuse service, and sewer service. However, nothing contained herein shall be construed to require our rental agreement to provide for separate billing to tenants of fees and charges. Nonessential utilities, such as cable TV, could be discontinued if no provider were available or bulk rates (where applicable) were not available.

## 7. INSTALLATION CHARGES IMPOSED BY LANDLORD OR GOVERNMENT

All costs of moving a home the Community and all damages resulting from this process are solely your responsibility. Your costs to get into the Community are shown below: Installation charges imposed by landlord:

Government installation charges (approximate): County Permit Fees are \$ \_\_\_\_\_;

Trip Permit Fee is \$ \_\_\_\_\_ (excluding cost of pilot car). These charges apply only to moving a home into the Community. Electrical permit for hook-up depends upon who performs the service. Plumbing permit fee is \$ \_\_\_\_\_.

Other (for \_\_\_\_\_) \$ \_\_\_\_\_



**8. RENTAL AGREEMENT TERMINATION POLICY**

Under current state law, your tenancy may terminate for cause as specified by law, which includes, among other causes, the failure to pay rent, violation of Community rules or your rental agreement. It may also terminate upon closure of the Community or upon expiration of your rental agreement term. Our policy is the same.

**9. COMMUNITY CLOSURE POLICY**

1.1. Under current state law, if a manufactured dwelling park, or a portion of the park that includes the space for a manufactured dwelling, is to be closed and the land or leasehold converted to a use other than as a manufactured dwelling park (and the closure is not required by the exercise of eminent domain or by order of federal, state or local agencies) the landlord may terminate a month-to-month or fixed term rental agreement for a manufactured dwelling park space by giving tenants not less than 365 days' notice in writing before the date designated in the notice for termination and by paying tenants one of the following amounts for their dwelling: (a) \$5,000 if it is a single-wide; (b) \$7,000 if it is a double-wide; or (c) \$9,000 if it is a triple-wide or larger. Certain local jurisdictions in Oregon may have ordinances that provide increased benefits and/or money to tenants located in a manufactured dwelling park that is closing. Our policy is the same. You are encouraged to review ORS Chapter 90 (Oregon's landlord-tenant law) and your local city or county ordinances regarding park closure, or have an expert do so on your behalf before entering into your tenancy. We have no current plans to close all or any portion of the Community, but this could change in the future.

**10. POLICY REGARDING SALE OF THE COMMUNITY**

Pursuant to Oregon law, if requested by a tenant association or facility purchase association ("the association") to do so, the owner is obliged to notify them of the listing for sale of the Community or of written offers of purchase which the landlord intends to consider. Thereafter, the landlord may be required to negotiate in good faith with the association for sale of the Community to them. This does not apply to tax deferred exchanges of the Community. Our policy is the same. We have no present intention to sell the Community, but you must understand that this could change in the future.

**11. DISPUTE RESOLUTION POLICY**

To encourage Community residents and the owner/manager to settle disputes, it is the policy of this Community that each issue with merit shall be given a fair hearing within 30 days of receipt of a written complaint. The specific procedure for dispute resolution is set forth in your rental agreement and/or Rules and Regulations. However, we do not offer arbitration or mediation of those disputes relating to: (a) Nonpayment of rent or other fees and charges provided in the rental agreement; (b) Increases in rent; (c) Closure or sale of the Community; or (d) Disputes for which the owner/manager could terminate the tenancy with 24-hour notice under ORS 90.400, or (d) Any dispute which resulted in a non-curable notice such as a repeat rules violation or a "three strikes" violation.

**12. OTHER IMPORTANT INFORMATION:**

12.1 The term of this tenancy is:

Month to month

Fixed term tenancy ("lease") commencing on the \_\_\_\_ day of \_\_\_\_\_, and ending on the \_\_\_\_ day of \_\_\_\_\_. Prior to 60 days before the ending date of the lease, Landlord has right, but not the obligation, to provide tenant with a new lease agreement and new rules and regulations (hereinafter "the new documents"). Tenant must notify landlord in writing no later than thirty (30) days before the ending date whether tenant will accept the new documents. If tenant fails or unreasonably refuses to sign the new documents, the lease shall terminate on the ending date, with no further notice or demand from landlord, and tenant shall vacate the space. If tenant voluntarily vacates the space, tenant shall have the right to enter into a storage agreement with landlord providing that for a period of up to 180 days if tenant pays a monthly storage fee (not exceeding the current rent charged other tenants in the community) he/she may resell the home to a purchaser who, if approved by landlord, may become a tenant in at the Park. If the landlord fails to provide the new documents to tenant prior to 60 days before the ending date, the tenancy shall automatically become a month-to-month tenancy upon the same terms and conditions as contained in the lease, subject to landlord's right to increase the rent pursuant to Oregon law. Our policy is the same.

12.2 The existing base rent for your space is/will be: \$\_\_\_\_\_/month. This is exclusive of all other applicable fees, charges or deposits, which are additional.

12.3 In the event of any change of Oregon or Federal law, landlord reserves the right to require that the tenant sign a new rental agreement to comply therewith. Oregon Laws permit the rules and regulations to be amended by the landlord from time to time. Unless 51% of the units in the Community object in writing within thirty (30) days of receiving notice of a proposed rule change, it shall become effective for all tenants sixty (60) days after the date that the notice was served by the landlord. Our policy is the same.

12.4 Pursuant to ORS 90.155 all notices between landlord and tenant shall be transmitted by one of the following three alternatives:

1) Personal delivery; or

2) First class mail (not certified). The minimum period for compliance or termination of tenancy in the mailed notice shall be extended by three days, and the written notice shall refer to the extension; or

3) If a written rental agreement so provides for both landlord and tenant, the notice may be sent via first class mail and also securely attached to the front entrance of the addressee's home or office. Mailing and attachment must occur on the same day. No three day extension is required for compliance or termination of tenancy if a notice is issued in this manner.

12.5 Spaces and/or homes (check one):      may      may not be subleased or transferred. If subleasing or transfer is permitted, landlord's consent shall first be required. All homes must be owner-occupied. Tenant shall not sell their home to a person who intends to leave it on the space until the landlord has accepted the purchaser as a tenant. Landlord may give the new purchaser a rental agreement which contains terms different than those in the existing tenant's rental agreement. Landlord reserves the right to require that based upon sale, the tenant or the purchaser perform certain required repairs to the home due to damage or deterioration. Landlord also reserves the right to impose as a condition of sale that tenant comply with certain other requirements, such as payment of all past due rent, payment of all past due taxes or assessments. If certain repairs are not made to the home following written notice from the landlord to do so, the home may have to be removed from the Community. Removal may affect market value of the home.

12.6 Oregon law and Federal law permit the landlord to impose conditions upon approval of a tenant relating to, but not limited to; pets, number of occupants, credit references, character references, and criminal records. Please read your rental agreement closely for details. Our policy is the same as these laws.

12.7 Landlord reserves the right, from time to time, to amend this Statement of Policy and exhibits based upon changes in State or Federal law, or changes in policy of the Community.

12.8 The following temporary and permanent improvements are required to be installed by tenant on the mobile home space as a condition of occupancy in the Community:

**Improvement Date of Completion**

Skirting \_\_\_\_\_ days following occupancy

Awning \_\_\_\_\_ days following occupancy

Landscaping \_\_\_\_\_ days following occupancy

Decking \_\_\_\_\_ days following occupancy

**13. THE FOLLOWING ATTACHMENTS ARE EXHIBITS TO THIS DOCUMENT:**

Community map

Rental agreement

Rules and regulations

Rent history

If a tenants' association exists in the Community and they have provided a one-page summary about the association to the Landlord, that summary is attached.

Effective Date: \_\_\_\_\_ until superseded

Applicant or tenant acknowledges receipt of this Statement of Policy and Exhibits by signing here or by signing a separate receipt.

Community Owner/Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Community/Park:

Address:

TENANT(S) : \_\_\_\_\_ Date: \_\_\_\_\_

TENANT(S) : \_\_\_\_\_ Date: \_\_\_\_\_

TENANT(S) : \_\_\_\_\_ Date: \_\_\_\_\_

