



Manufactured Housing Communities of Oregon

MHCO Form 55: 30/60-Day Notice to Repair Home (Disrepair/Deterioration)

(Note: This Form 55 is only for use when there is disrepair or deterioration to the exterior of the home or other structures located upon the space, as further defined in Section D (Definitions) below. In such cases, the Landlord's/Manager's (hereinafter "Management") and Resident's rights and duties are described in ORS 90.632. In all other cases of a Resident's noncompliance with the Rules or Rental/Lease Agreement, such as the condition or appearance of the space itself, another form of notice will be necessary to secure compliance or terminate the tenancy. If you have any questions about selection of the proper form, contact competent legal counsel familiar with these issues.)

DATE OF THIS NOTICE *(Insert the date this Notice is personally served, deposited in the mail, or mailed and securely attached to the main entrance of the Resident's residence.)* _____

A. CAUSE OF THIS NOTICE *(Select either Section A.1 or A.2, below, and follow the applicable instructions.)***A.1 DISREPAIR OR DETERIORATION CAUSING RISK OF SERIOUS HARM ("Risk of Harm")**

Check this box **only** if the disrepair or deterioration to the exterior of the home or other Structures as defined at Section D (Definitions) below creates a risk of imminent and serious harm to dwellings, homes, or persons in this Community ((e.g. dangerously unstable steps, decking or handrails; hereinafter "Risk of Harm"). If so, specifically describe the item(s) to the exterior of the home or Structures that is/are in disrepair or deteriorated **and** the potential Risk of Harm:

(Attach additional pages, documents or photos, if helpful.)

A.2 ALL OTHER CASES OF DISREPAIR OR DETERIORATION ("All Other Cases")

In All Other Cases, check this box and specifically describe the item(s) to the exterior of the home or the Structures that is/are in disrepair or are deteriorated:

(Attach additional pages, documents or photos, if helpful.)

B. TERMINATION AND REMOVAL DATE (Check only one box and fill in date per Instructions below method of delivery selected.)

This Notice has been personally served. Necessary Repairs described at Section C below must be completed by Midnight at the end of the day on _____ ("Termination and Removal Date").



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[Instructions: If Section A.1 (Risk of Harm) is checked above, the Termination and Removal Date should be at least 30 full calendar days following the Date of This Notice identified at the top of this Notice. Do not include the Date of This Notice in the 30 days. If Section A.2 (All Other Cases) is checked above, the Termination and Removal Date should be at least 60 full calendar days following the Date of This Notice identified at the top of this Notice. Do not include the Date of This Notice in the 60 days. For example, if this Notice is personally served on July 1, the earliest date to insert for the Termination and Removal Date would be July 31 if Section A.1 (Risk of Harm) is checked, and August 31, if Section A.2 (All Other Cases) is checked.]

This Notice has been sent by first class mail. Necessary Repairs described at Section C below must be completed by Midnight at the end of the day on _____ (“Termination and Removal Date”).

[Instructions: If Section A.1 (Risk of Harm) is checked above, the Termination and Removal Date should be at least 33 full calendar days following the Date of This Notice identified at the top of this Notice. Do not include the Date of This Notice in the 33 days. If Section A.2 (All Other Cases) is checked above, the Termination and Removal Date should be at least 63 full calendar days following the Date of This Notice identified at the top of this Notice. Do not include the Date of This Notice in the 63 days. For example, if this Notice is mailed and attached on July 1, the earliest date to insert for the Termination and Removal Date would be August 3 if Section A.1 (Risk of Harm) is checked, and September 2, if Section A.2 (All Other Cases) is checked.]

This Notice has been sent by first class mail and attached to the main entrance of the Resident’s residence.

Necessary Repairs described at Section C below must be completed by Midnight at the end of the day on _____ (“Termination and Removal Date”).

[Instructions: If Section A.1 (Risk of Harm) is checked above, the Termination and Removal Date should be at least 30 full calendar days following the Date of This Notice identified at the top of this Notice. Do not include the Date of This Notice in the 30 days. If Section A.2 (All Other Cases) is checked above, the Termination and Removal Date should be at least 60 full calendar days following the Date of This Notice identified at the top of this Notice. Do not include the Date of This Notice in the 60 days. For example, if this Notice is mailed and attached on July 1, the earliest date to insert for the Termination and Removal Date would be July 31 if Section A.1 (Risk of Harm) is checked, and August 30, if Section A.2 (All Other Cases) is checked.]

YOU MAY AVOID TERMINATION AND REMOVAL BY CORRECTING THE ITEMS DESCRIBED ABOVE UNDER “CAUSE OF THIS NOTICE,” AT SECTION A.1 OR A.2. ABOVE, NO LATER THAN MIDNIGHT OF THE LAST DAY OF THE TERMINATION AND REMOVAL DATE IDENTIFIED IN THE BOX THAT HAS BEEN CHECKED AT SECTION B ABOVE. WHAT YOU NEED TO DO TO AVOID TERMINATION IS DESCRIBED BELOW IN SECTION C (NECESSARY REPAIRS) BELOW:

- C. NECESSARY REPAIRS** (If reasonably known by Management, describe specifically what repairs are required to correct the disrepair or deterioration that is described at Sections A.1 or A.2 (Cause of this Notice) above):

(Attach additional pages, documents or photos, if helpful.)

D. DEFINITIONS (Read Carefully)

For purposes of this Notice, the terms “disrepair” and “deterioration” defined below, apply to the exterior of the home, any appurtenances, accessories, or equipment connected thereto, decks, additions, accessory buildings, sheds, carports or other structures, whether portable, assembled, or permanent in nature (collectively “Structures”), located upon the Space and intended for Resident’s use. If there is a violation of the Community rules, Rental/Lease Agreement, or applicable law relating to the appearance or condition of the Space upon which the home or Structures is/are located, and is Resident’s responsibility to maintain and/or repair, a 30-day curable notice issued pursuant to ORS 90.630 should be used. See, MHCO Form No. 43.

“Disrepair” means being in need of repair because a component is broken, collapsing, creating a safety hazard or generally in need of maintenance. It also includes the need to correct a failure to conform to applicable building and housing codes at the time: (a) Of installation of the manufactured dwelling or floating home on the site, or (b) The improvements to the manufactured dwelling or floating home were made following installation on the site.

“Deterioration” includes, without limitation, such things as a collapsing or failing staircase or railing, one or more holes in a wall or roof, an inadequately supported window air conditioning unit, falling gutters, siding or skirting, or paint that is peeling or faded so as to threaten the useful life or integrity of the siding. Deterioration does not include aesthetic or cosmetic concerns.

E. RESIDENT INFORMATION (Read Carefully)

(1) *Notice of Correction.* If you perform the Necessary Repairs at Section C, above, before midnight of the last day of the Termination and Removal Date at Section B. above, or the 60-day or 6-month Extension Periods (as defined at Section E(2)(a) and (b) below), you have the right to give the undersigned Management a written notice (“Notice of Correction”) that you have corrected the item(s) noted above in Cause of This Notice at Section A, above. Management shall respond within a reasonable time thereafter, stating whether they agree that the Necessary Repairs described in Section C, above, 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 identified at Section B, above, or the 60-day or 6-month Extension Periods (as defined at Section E2(a) and (b) below), Management’s failure to promptly respond to you shall be a defense to its termination of your tenancy based upon this Notice.

(2) *Right to Extend Termination and Removal Date.* Unless the Cause of this Notice is based upon Section A.1, above (Risk of Serious Harm), you have the right to extend the Termination and Removal Date at Section B, above, as follows:

(a) Up to an additional 60 days (“60-Day Extension Period”) if: (i) The Necessary Repairs identified at Section C, above, involve exterior painting, roof repair, concrete pouring or similar work, and the weather prevents that work during a substantial portion of the period ending on the last day of the Termination and Removal Date, or (ii) The nature or extent of the Necessary Repairs identified at Section C. above, is such that it cannot reasonably be completed by the last day of the Termination and Removal Date at Section B, above, because of factors such as the amount of work necessary, the type and complexity of the work, and/or availability of necessary repair persons.

(b) Up to an additional six months (“Six-Month Extension Period”) if the disrepair or deterioration has existed for more than the preceding 12 months with the knowledge of Management or its acceptance of your rent.

NOTICE TO RESIDENT: IF YOU WOULD LIKE TO EXTEND THE *TERMINATION AND REMOVAL DATE* (SECTION B) FOR SOME OR ALL OF THE 60-DAY OR SIX-MONTH EXTENSION PERIODS, YOU MUST GIVE MANAGEMENT WRITTEN NOTICE DESCRIBING THE NECESSITY FOR AN EXTENSION IN ORDER TO COMPLETE THE NECESSARY REPAIRS. THIS WRITTEN REQUEST MUST BE GIVEN TO MANAGEMENT A REASONABLE AMOUNT OF TIME PRIOR TO THE LAST DAY OF THE *TERMINATION AND REMOVAL DATE*.

(3) Copy of Notice to Lienholder. Management may give a copy of this Notice to any lienholder of your home.

(4) Copy of Notice to Prospective Purchaser. At the time of giving a prospective purchaser an application and other community documents required by ORS 90.510, Management shall also provide: **(a)** Copies of any outstanding notices of repair or deterioration given to Resident/seller under ORS 90.632; **(b)** A list of any disrepair or deterioration of the manufactured dwelling or floating home; **(c)** A list of any failures to maintain the Space or to comply with any other provisions of the Rental/Lease Agreement, including aesthetic or cosmetic improvements; and **(d)** A statement that Management may require a prospective purchaser to complete the repairs, maintenance and improvements described in the notices and lists provided in (a) through (c) in this Section (4).

(5) Duties of New Resident. If Management accepts a prospective purchaser as a new Resident: (a) Notwithstanding any waiver given to the previous Resident/seller of the same space, Management may require the new Resident to complete the repairs, maintenance and improvements described in the notices provided under Section E(4) (a) through (c), above. Notwithstanding ORS 90.412 (Waiver of Termination of Tenancy), if the new Resident fails to complete the repairs, maintenance and improvements described in said notices and lists within six months after commencement of the tenancy, Management may terminate the tenancy of the new Resident by giving written notice pursuant to ORS 90.630 or ORS 90.632.

(6) Repeat Violation. If one or more of the items noted in Sections A.1 or A.2 above, under 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. In such case, correction of the disrepair or deterioration will not prevent a termination of your tenancy.

(7) Continuing Duty to Pay Rent. You are still required to pay rent up to the Termination and Removal Date (Section B, above) and, if applicable, during the 60-day or Six Month Extension Periods described in Section E.2 (Right to Extend Termination and Removal Date) above. Management does not waive the right to accept rent during these periods. If your paid rent covers days that extend beyond the Termination and Removal Date (Section B, above), or any permitted extension thereof, if it is returned to you within ten (10) days after receipt, it will not result in a waiver of Management's termination of your tenancy. See, ORS 90.412(3).

(8) Delivery of Notice of Correction. Resident's Notice of Correction (Section E.1, above) or a request for a 60-day or Six Month Extension (Section E. 2(a) and (b), above) should be sent to the following:

Name of Addressee: _____

Address: _____

Community Owner/Agent: _____

Phone: _____

Name of Community/Park: _____

Address: _____