



Manufactured Housing Communities of Oregon

MHCO Form 30: Abandonment Intake Worksheet and Notice of Abandonment¹

By Phillip C. Querin | MHCO Legal Counsel

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Name of Community/Park:

Address:

MHCO REFERENCE MATERIAL

Instructions for Processing Abandonment of Manufactured Home

By Phillip C. Querin | MHCO Legal Counsel

1. Events triggering landlord's right to declare an abandonment.

- a. The tenancy has ended by termination or expiration of a rental agreement or by relinquishment or abandonment and the landlord reasonably believes under all the circumstances that the tenant has left the home and personal property upon the space with no intention of asserting any further claim to it;
 - i. Recommendation: Unless landlord is absolutely certain of abandonment, it is suggested that a 72-hour or 144-hour notice be issued and proceed under subsection b., below.
- b. The tenant has been absent from the premises continuously for seven (7) days after the court has issued an "order/judgment of restitution" awarding possession of the space back to landlord – but the landlord has not yet had to request that the sheriff's office "execute" on the order/judgment of restitution [i.e. to formally serve the order/judgment of restitution on tenant, usually by posting it on the home];
- c. The landlord receives possession of the premises from the sheriff after the order/judgment of restitution has been served.
- d. The tenant, who was living alone, has died [See discussion at Section 6, below].

2. The 45-day letter. This is first step following the determination that an abandonment has occurred. It must be sent prior to storing, selling or disposing of the home.

- a. The 45-day letter must be:
 - i. Personally delivered to the tenant; or
 - ii. Sent by first class mail addressed and mailed to the tenant at:
 1. The premises; and any post-office box held by the tenant and actually known to the landlord; and
 2. The most recent forwarding address if provided by the tenant or actually known to the landlord.

1. *It is recommended that prior to actually declaring an abandonment and send out the MHCO 45-day letter, that landlord or manager complete this form. That way, there will be a record of important information, just in case a dispute later arises. Also, if you secure legal counsel at some point, the information in this form will assist him/her in knowing what steps were taken in the abandonment process.*



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- b. The landlord must also give a copy of the 45-day letter to:
 - i. Any lienholder of the home; The letter to lienholders must be sent to each address:
 - 1. Actually known to the landlord;
 - 2. On the public record (i.e. the Department of Consumer and Business Services (“DCBS”) or a certificate of title issued by the Department of Transportation prior to May 1, 2005.
 - 3. Provided to the landlord by the lienholder in a written notice that identifies the home subject to the lien and that was sent to the landlord by certified mail with return receipt requested within the preceding five years. The notice must identify the personal property by describing the physical address of the property.
 - iv. The county tax collector; and
 - v. The county assessor (if different from tax collector).
 - vi. Note: The landlord must give a copy of the 45-day letter by personal delivery or first class mail, except that for any lienholder, mail service must be both by first class mail and by certified mail with return receipt requested.
- c. The 45-day letter must state that:
 - i. The tenant or any lienholder must contact the landlord by a specified date (not less than 45 days) to arrange for the removal of the abandoned home;
 - ii. The home is stored on the rented space;
 - iii. The tenant or any lienholder may arrange for removal of the home by contacting the landlord at a described telephone number or address on or before the specified date;
 - iv. The landlord will make the home available for removal by the tenant or any lienholder by appointment at reasonable times;
 - v. If the personal property is considered to be abandoned under Sections 1.a. and 1. b. above, the landlord may require payment of storage charges prior to releasing the home to the tenant or any lienholder;
 - vi. If the home is considered abandoned under Section 1.c., above, the landlord will not require payment of storage charges prior to releasing the home;
 - vii. If the tenant or any lienholder fails to contact the landlord by the specified date or fails to remove the home within 30 days after contacting the landlord to do so, the landlord may sell or dispose of it.
 - viii. If the landlord reasonably believes the county assessor will determine that the current market value of the home is \$8,000 or less, and the landlord intends to dispose of it if the property is not claimed, the notice shall state that belief and intent; and
 - ix. If applicable, there is a lienholder that has a right to claim the home after foreclosing it.
- d. If a tenant or lienholder responds by actual notice to the landlord on or before the specified date in the 45-day letter, that the tenant or lienholder intends to remove the home from the community, the landlord must make it available for removal by appointment at reasonable times during the 30 days following the date of the response, subject to subsection (18) of this section.
 - i. The specified date by which a tenant or lienholder must contact the landlord to arrange for the disposition of abandoned home must be not less than 45 days after personal delivery or mailing of the 45-day letter.
 - ii. Note that the lienholder may not sell or remove the home unless:
 - 1. The lienholder has foreclosed the lien on the home;
 - 2. The tenant or a personal representative or designated person representing a deceased tenant’s estate has waived all rights to the home. *[See Section 6., below]*
 - iii. Note that prior to permitting removal, if the home is considered to be abandoned because of events

described in Sections 1.a. and 1.b. above, the landlord may require payment of storage charges (which may not exceed the then-current monthly rent). However, if the home is considered to be abandoned because of events described in Section 1.c., the landlord may not require payment of storage charges before removal.

- e. If the tenant or lienholder does not respond within the time provided by the landlord's notice, or the tenant or lienholder does not remove the home within 30 days after responding to the landlord or by any date agreed to with the landlord, whichever is later, the home is conclusively presumed to be abandoned. The tenant and any lienholder that have been given notice pursuant to a 45-day abandonment letter shall, except with regard to the distribution of sale proceeds pursuant to subsection 5, below, have no further right, title or interest to the personal property and may not claim or sell the property.
- f. If the tenant or lienholder does not respond within the time provided in the 45-day letter, or the tenant or lienholder does not remove the personal property within 30 days after responding to the landlord, or the date agreed to with the landlord, whichever is later, the personal property is conclusively presumed to be abandoned.
 - i. The tenant and any lienholder shall have no further right, title or interest to the personal property and may not claim or sell the property.
 - ii. Note, that the tenant and lienholder still have rights regarding distribution of sale proceeds.
- g. After sending or delivering the 45-day letter the landlord is required to store the home on the rented space and shall exercise reasonable care for it; and
- h. Is entitled to reasonable or actual storage charges and costs incidental to storage or disposal. The storage charge may be no greater than the monthly space rent last payable by the tenant.

3. Storage Agreement with Lienholder. If a lienholder makes a timely response to a notice of abandoned personal property and so requests, a landlord shall enter into a written storage agreement with the lienholder providing that the home may not be sold or disposed of by the landlord for up to 12 months. A storage agreement entitles the lienholder to store the Home on the previously rented space during the term of the storage agreement, but does not entitle anyone to occupy the personal property.

- a. Note: The lienholder's right to a storage agreement arises upon the failure of the tenant or, in the case of a deceased tenant, the personal representative, designated person, heir or devisee to remove or sell the dwelling or home within the allotted time.
- b. The lienholder must enter into the proposed storage agreement within 60 days after the landlord gives a copy of the storage agreement to the lienholder.
- c. Recommendation: The landlord should include the Storage Agreement with the lienholder's copy of the 45-day letter.
- d. A lienholder enters into a storage agreement by signing a copy of it and personally delivering or mailing the signed copy to the landlord within the 60-day period.
- e. The storage agreement may require, in addition to other provisions agreed to by the landlord and the lienholder, that:
 - i. The lienholder make timely periodic payment of all storage charges accruing from the commencement of the 45-day period.
 - ii. A storage charge may include a utility or service charge, if limited to charges for electricity, water, sewer service and natural gas and if incidental to the storage of personal property.
 - iii. A storage charge may not be due more frequently than monthly;
 - iv. The lienholder pay a late charge or fee for failure to pay a storage charge by the date required in the agreement, if the amount of the late charge is no greater than for late charges imposed on other tenants in the community;

- f. The lienholder must thereafter maintain the home and space in a manner consistent with the rights and obligations described in the rental agreement;
- g. The lienholder must repair any defects in the physical condition of the home that existed prior to into the storage agreement, if the defects and necessary repairs are reasonably described in the storage agreement and, for homes that were first placed on the space within the previous 24 months, the repairs are reasonably consistent with community standards in effect at the time of placement. The lienholder shall have 90 days after entering into the storage agreement to make the repairs. Failure to make the repairs within the allotted time constitutes a violation of the storage agreement and the landlord may terminate it by giving at least 14 days' written notice to the lienholder stating facts sufficient to notify it of the reason for termination. Unless the lienholder corrects the violation within the notice period, the storage agreement terminates and the landlord may sell or dispose of the property without further notice to the lienholder.
- h. A landlord may increase the storage charge if the increase is part of a community-wide rent increase for all tenants, the notice is given in accordance with ORS 90.600 (1) (the rent increase statute).
- i. Note that during the term of the storage agreement the lienholder has the right to remove or sell the home. Selling the home includes a sale to a purchaser who wishes to leave it on the space and become a tenant, so long as the prospective tenant is approved by the landlord pursuant to ORS 90.680 (the tenant sale and approval process). The landlord may condition approval for occupancy of any purchaser upon payment of all unpaid storage charges and maintenance costs.
- j. If the lienholder violates the storage agreement, the landlord may terminate it by giving at least 90 days' written notice to the lienholder stating facts sufficient to notify the lienholder of the reason for the termination. Unless the lienholder corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the lienholder.
- k. After a landlord gives a termination notice for failure of the lienholder to pay a storage charge and the lienholder corrects the violation, if the lienholder again violates the storage agreement by failing to pay a subsequent storage charge, the landlord may terminate the agreement by giving at least 30 days' written notice to the lienholder stating facts sufficient to notify the lienholder of the reason for termination. Unless the lienholder corrects the violation within the notice period, the agreement terminates as provided and the landlord may sell or dispose of the property without further notice to the lienholder.
- l. A lienholder may terminate a storage agreement at any time upon at least 14 days' written notice to the landlord and may remove the property from the facility if the lienholder has paid all storage charges and other charges as provided in the agreement.
- m. Upon the failure of a lienholder to enter into a storage agreement or upon termination of the agreement, unless the parties otherwise agree or the lienholder has sold or removed the property, the landlord may sell or dispose of the property without further notice to the lienholder.

4. Public or private sale of home If the home is presumed to be abandoned, the landlord then may:

- a. Sell it at a public or private sale, provided that prior to the sale:
 - i. The landlord may seek to transfer ownership of record of the personal property by complying with the requirements of the appropriate state agency; and
 - ii. The landlord shall:
 - 1. Place a notice in a newspaper of general circulation in the county in which the home is located.
 - 2. The notice shall state:
 - a. That the home has been abandoned;



- b. The tenant's name;
 - c. The address and any space number where the home is located, and any plate, registration noted on the title, if actually known to the landlord;
 - d. Whether the sale is by private bidding or public auction;
 - e. Whether the landlord is accepting sealed bids and, if so, the last date on which bids will be accepted; and
 - f. The name and telephone number of the person to contact to inspect the personal property;
 3. At a reasonable time prior to the sale, give a copy of the notice placed in the newspaper to the tenant and to any lienholder, by personal delivery or first class mail, except that for any lienholder, mail service must be by first class mail with certificate of mailing;
 4. Obtain an affidavit of publication from the newspaper to show that the published notice ran in the newspaper at least one day in each of two consecutive weeks prior to the date scheduled for the sale or the last date bids will be accepted; and
 5. Obtain written proof from the county that all property taxes and assessments on the home have been paid or, if not paid, that the county has authorized the sale; or
 6. Destroy or otherwise dispose of the home if the landlord determines from the county assessor that the current market value of the property is \$8,000 or less.
- b. Every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable.
 - c. If there is no buyer at a sale, the home is considered to be worth \$8,000 or less, regardless of current market value, and the landlord shall destroy or otherwise dispose of the personal property.
 - d. Unless a landlord intentionally misrepresents the condition of home, the landlord is not liable for the its condition to:
 - i. A buyer at the sale, with or without consideration; or
 - ii. A person or nonprofit organization to whom the landlord gives the personal property because there was no buyer of the home.

5. Distribution of proceeds of sale.

- a. The landlord may deduct from the proceeds of the sale:
 - i. The reasonable or actual cost of notice, storage and sale; and
 - ii. Unpaid rent.
- b. If anything remains, the landlord shall remit the remaining proceeds, to the county tax collector to the extent of any unpaid property taxes and assessments owed.
- c. After deducting the above amounts, the landlord shall remit the remaining proceeds, if any, to any lienholder to the extent of any unpaid balance owed on the lien.
- d. After deducting the above amounts the landlord shall remit to the tenant the remaining proceeds, if any, together with an itemized accounting.
- e. If the tenant cannot after due diligence be found, the landlord shall deposit the remaining proceeds with the county treasurer in which the sale occurred. If not claimed within three years, the deposited proceeds revert to the general fund of the county and are available for general purposes.

6. Abandonment process when tenant living alone has died.

- a. Identify the name of the personal representative ("PR") named in a will or appointed by a court to act for the deceased tenant or any person designated in writing by the tenant to be contacted by the landlord in the event of the tenants death.

- b. The 45-day letter must be:
 - i. Sent by first class mail to the deceased tenant at the premises; and
 - ii. Personally delivered or sent by first class mail to the PR or designated person, if actually known to the landlord. *[Note: The 45-day letter must refer to the personal representative or designated person, instead of the deceased tenant.]*
- c. If the PR or designated person, or other person entitled to possession of the property, such as an heir or devisee, responds by actual notice [e.g. verbal contact, phone call, email, fax, etc.] to a landlord within the 45-day period set forth in the 45-day letter, and requests to enter into a written Storage Agreement with landlord, the landlord shall do so.
 - i. The written Storage Agreement will provide that the home and personal property may not be sold or disposed of by the landlord for up to 90 days or until conclusion of any probate proceedings, whichever is later.
 - ii. The written Storage Agreement entitles the PR or designated person to store the personal property on the space during the term of the agreement, but does not entitle anyone to occupy the home.
 - iii. If a written Storage Agreement is signed by the parties, the landlord may not enter into another such agreement with the lienholder until the signed
 - iv. During the term of the Storage Agreement the PR or designated person has the right to remove or sell the home and personal property (including a sale to a purchaser or a transfer to an heir who wishes to leave it on the rented space and become a tenant – subject to the approval and background rights of landlords pursuant to ORS 90.680).
 - v. The landlord may condition approval for occupancy of any purchaser or heir upon payment of all unpaid storage charges and maintenance costs.
- d. If the PR or designated person violates the signed Storage Agreement, the landlord may terminate it by giving at least 30 days written notice to them stating facts sufficient to notify them of the reason for the termination. Unless the PR or designated person corrects the violation within the 30-day period, the Storage Agreement is terminated and the landlord may sell or dispose of the Home and property without further notice to them.
- e. Upon the failure of a PR or designated person to enter into a written Storage Agreement, or upon termination of the Storage Agreement, the landlord may sell or dispose of the property pursuant to this section without further notice to them (unless the parties otherwise agree or the PR or designated has already sold or removed the property).

7. County tax collector. The county tax collector shall cancel all unpaid property taxes and assessments only under one of the following circumstances:

- a. The landlord disposes of the home after a determination that it is worth less than \$8,000;
- b. There is no buyer of the home following a private or public sale.
- c. There is a buyer of the home following private or public sale; and
 - i. The current market value of the personal property is \$8,000 or less; and
 - ii. The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments owed on the personal property after distribution of the proceeds according to Section 5 above.
- d. The landlord buys the home at the sale, and
 - i. The current market value of the personal property is more than \$8,000;
 - ii. The proceeds of the sale are insufficient to satisfy the unpaid property taxes and assessments after distribution of the proceeds according to Section 5 above.; and
 - iii. The landlord disposes of the home.

8. Miscellaneous.

- a. Health or safety hazards
 - i. If a governmental agency determines that the condition of home constitutes an extreme health or safety hazard under state or local law and the agency determines that the hazard endangers others in the community and requires quick removal of the home, the landlord may sell or dispose of it in a manner differently than the standard abandonment time frame. **In such case, MHCO members should seek expert legal assistance as the current 45-day letter and much of the information contained above, does not apply.**
- b. Waiver of abandonment rights. A landlord may sell or dispose of a tenant's abandoned home without complying with the above laws if, after termination of the tenancy or no more than seven days prior to the termination of the tenancy, the following parties so agree in a writing entered into in good faith:
 - i. The landlord;
 - ii. The tenant, or for an abandonment as the result of the death of a tenant who was the only tenant, the personal representative, designated person or other person entitled to possession of the home, such as an heir; and
 - iii. Any lienholder.
 - iv. Note: A landlord may not, as part of a rental or lease agreement, require a tenant, a personal representative, a designated person or any lienholder to waive any or their rights under the abandonment laws.

ABANDONMENT INTAKE WORKSHEET**1. TENANT INFORMATION**

Name of Tenant(s) on Rental/Lease Agreement: _____

Tenant(s) park address: _____

Forwarding address and telephone number, if known: _____

All other known addresses of tenant(s):

1.) _____

2.) _____

Tenant's attorney, if any: _____

2. BANKRUPTCY

Has tenant filed for bankruptcy? Yes No **If "Yes," STOP!** You will need to contact tenant's bankruptcy attorney and/or trustee to see if they will consent to lifting the bankruptcy "stay" which is the only way you are permitted to proceed. You are strongly encouraged to secure your own legal counsel at this stage. How much was owed to the park (rents, fines, fees, etc.) when the bankruptcy was filed?

\$ _____

Describe: _____

3. COURT EVICTION

Was eviction filed? Yes No If "Yes", was an Order or Judgment of Restitution entered by the court against the tenant [i.e. did the court award the space back to the landlord?] Yes No If "Yes" identify the date of the Order/Judgment: _____

_____ If "Yes," did sheriff actually serve or post the Order/Judgment of Restitution on tenant's space? If "Yes" identify date of service or posting: _____.

4. VOLUNTARILY ABANDONMENT? (I.E. NO COURT EVICTION)

Explain circumstances of tenant's abandonment and estimated date of abandonment:

[Note: If unsure whether tenant intends to return, it is recommended that when appropriate, issue a 72-hour or 144 hour notice of nonpayment of rent and then institute a formal court eviction when rent is not paid following the deadline in the notice. A declaration of abandonment is safer through a court eviction rather than depending on landlord's subjective judgment whether tenant abandoned with no intent to return.]

5. RENT AND OTHER CHARGES/FEES

Identify month(s) of nonpayment and amount of monthly rent remaining unpaid:

Monthly space rent as of date of abandonment: \$ _____

Day/month rent is due: _____

Date rent is considered late: _____ Amount of late charge: \$ _____



Other fees, charges, etc. due as of date of abandonment [describe item(s) and amounts]:

Was a security deposit or other refundable deposit paid by tenant? Yes No If "Yes," has it been returned to tenant?
Yes No If "Yes" was an accounting provided to tenant at the same time? Yes No *[If the deposit is still being held by landlord, an accounting of how much was applied to remedy defaults by the tenant, with the balance, if any returned. The accounting must be provided within 31 days from a date commencing on the earliest of: (a) Tenant's waiver of abandonment rights; (b) Removal of the home from the rented space; (c) Destruction or other disposition of the home; or (d) Public or private sale as a part of the abandonment process.]*

6. MANUFACTURED HOME INFORMATION

Year: _____ Make/Model: _____

X-No: _____ Serial No./VIN: _____

Other: _____

Name and address of owner of home (If different from tenant):

Tax assessed value: \$ _____ Year last assessed: _____

Do you believe that the current market value of the home is \$8,000 or less?

Yes No If yes, explain basis: _____

Is there any personal property left in the home or on the space that you reasonably believe has a market value in excess of \$500?

Yes No

If yes, please identify the item(s). (If automobiles, include the make, model, license plate number and any other identifying features such as serial numbers (Attach list if necessary):

Please identify all known entities that you believe to be a lienholder (i.e. a lender who took a security interest in the home – make sure to check through the Oregon Department of Consumer and Business Services. Identify the most recent known address(es) of the lienholder(s) below:

Lien no. 1: _____

Lien no. 2: _____

Has lienholder sent notification to the park that they hold a security interest in the home?

Yes No If so, be sure to send them a copy of the 45-day letter at the address indicated.

Are there any specific repairs for damages or deterioration that you will want the lienholder to make?

Yes No If "yes", list repairs:

Was the home placed on the space within the last 2 years? Yes No

If "yes", when? _____

Has a governmental agency notified you that the home constitutes an extreme health or safety hazard? Yes No

If "yes," you should secure legal counsel, as the MHCO 45-day letter does not apply.



NOTICE OF ABANDONMENT

Manufactured Housing Communities of Oregon

Date of Mailing: _____ **Name of Park:** _____**Address of Space:** _____**Name of Tenant(s) appearing on rental or lease agreement:**

Known Forwarding Address(es) of Tenant(s): [If none, insert "None Known"]:

Name of Landlord/Manager: _____

Dear Tenant(s):

This is to inform you that the Landlord/Manager whose name appears above, has declared that the manufactured/mobile home (hereinafter the "Home") [together with all personal property located therein], which is located on the above-referenced Space, has been abandoned effective as of the above Date of Mailing this letter. The reason for this declaration of abandonment is set forth in Section 6, below.

1. Description of Abandoned Home:

Make: _____ Model: _____

Year (if known): _____ VIN: _____

Home ID No.: _____ X-Plate No. _____

Other descriptions:

2.1 Deadline for Giving Notice of Intent to Remove Home and Deadline to Remove Home From Space: This is notice to Tenant, or any Lienholder identified in Section 8, below, that if you intend to remove the Home from the Space, including any personal property located thereon, you must contact the person identified at Section 7, below (hereinafter the "Contact Person") no later than _____ (the "Deadline for Notice of Intent to Remove Home") [*which must be at least 48 full days after the Date of Mailing identified above.*] If the Deadline for Notice of Intent to Remove Home identified herein is less than the required 48 days after the Date of Mailing identified above, it shall be automatically extended to the lawful date that would constitute the 48th calendar day after the Date of Mailing identified above. If Tenant or Lienholder, whichever is applicable, timely contacts the Contact Person by or before the Deadline for Notice of Intent to Remove Home, he/she will have up to thirty (30) calendar days to fully complete the removal of the Home ("Deadline to Remove Home"). If the Tenant or Lienholder, whichever is applicable: (a) Fails to contact the Contact Person by or before the Deadline for Notice of Intent to Remove Home; or (b) Fails to completely remove the entire Home and personal property on or before the Deadline

to Remove Home, the right to do so shall automatically expire, with no further notice from Landlord/Manager or the Contact Person. In such case, the Home and personal property shall be conclusively presumed abandoned and Landlord/Manager may sell or otherwise dispose of it in accordance with Oregon law. *[See Section 9.4 below regarding public or private sale.]*

2.2 Notice to Lienholder. This notice to Lienholders must be sent to each Lienholder at each address: (a) Actually known to the Landlord/Manager; (b) Appearing on the public record; and (c) Provided to the Landlord/Manager by the Lienholder in a written notice that identifies the Home subject to the lien and that was sent to the Landlord/Manager by certified mail with return receipt requested within the preceding five (5) years. The notice from the Lienholder must identify the Home by describing the physical address of the property.

3. Disposal of Perishables/Removal of Abandoned Pets, Livestock/Storage. The Landlord/Manager will promptly dispose of any rotting food and will allow the local animal control authorities to remove abandoned pets or livestock, using reasonable and appropriate care under all circumstances. Nonperishable personal property will be stored inside the Home. The Home will be stored at the Space identified above. Upon this declaration of abandonment, Landlord/Manager reserves the right to change any locks, or otherwise secure the home for safekeeping. You do not have the right to access the Home or Space without first receiving permission from the Contact Person identified in Section 7, below. Violation of the preceding sentence may entitle the Landlord/Manager to declare a trespass, and have you removed from the Park by the local police or sheriff.

4. Current Market Value of Home: If the Home is not timely removed pursuant to Section 2, above, and the county assessor has indicated that its current market value is \$8,000 or less, Oregon law provides that the Landlord/Manager must declare whether he/she will either: (a) Dispose of it (for no consideration), or destroy it; or (b) Dispose of it through a public or private sale, as described in Section 9.4 below. In this abandonment, the county assessor has determined that the current market value of the Home is \$8,000 or less over \$8,000. *[Note: if the county assessor determines that the current market value of the home is \$8,000 or less, Landlord/Manager does not need to hold a public or private sale, unless Landlord/Manager intend to acquire it to sell or rent out.]* In this case, Landlord/Manager will, will not, hold a public or private sale for the Home. If the Home is to be sold at a public or private sale, Landlord/Manager reserves the right to bid at the sale.

5. Additional Personal Property:

In the case of personal property located in the Home or on the Space, if Landlord/Manager reasonably determines that the reasonable fair market value of such personal property is \$1,000 or less, or so low that the cost of storage or public sale would probably exceed the amount that would be realized from the sale, the Landlord/Manager may destroy or otherwise dispose of it. In this case, the Landlord/Manager does, does not, reasonably believe that the fair market value is over \$1,000, and accordingly, will, will not, dispose of it without holding a public or private sale. Provided, however, even if the Landlord/Manager indicates an intention to dispose of the personal property, if circumstances permit, the Landlord/Manager may decide to hold a public sale, in which case the tenant and others receiving this notice will be notified, just as if the market value was over \$1,000. In all cases where there is a public or private sale, the Landlord/Manager reserves the right to bid at the sale.

6. Reason for Abandonment/Storage Fees:

[Select only one]: Tenant has been absent from the Space continuously for seven (7) days after the Circuit Court has issued an “order/judgment of restitution” awarding possession of the Space to Landlord/Manager, and Landlord/Manager has not requested that the county sheriff execute on the order/judgment of restitution [i.e. by formally serving the order/judgment of restitution on Tenant, or by posting it on the Home]; Landlord/Manager has recovered possession of the Space from the county sheriff after the order/judgment of restitution has been formally served on tenant or posted on the Home; or Tenant,

who was living alone, has died *[in which case this notice shall be sent to the personal representative or designated person if actually known by the Landlord/Manager and they shall have the right to enter into a Storage Agreement for 90 days or until the conclusion of any probate proceedings whichever is longer.]* Note: Landlord/Manager may require the payment of storage charges prior to releasing the Home and personal property, unless recovery of the Space occurred after the county sheriff executed on the order/judgment of restitution, in which case Landlord/Manager may not require payment of storage charges prior to releasing the Home and personal property.

7. Contact Person:

Landlord/Manager will make the Home and personal property available to you if you are the owner, or to your Lienholder (if applicable) for removal by appointment and at reasonable times. To do so, you must contact the person identified below on or before the Deadline for Notice of Intent to Remove Home (identified in Section 2, above), and physically remove it on or before the Deadline to Remove Home (identified in Section 2, above) within thirty (30) days thereafter.

Contact Person: _____ Phone: _____

Address: _____

8. Lienholder(s): The Home is, is not, subject to one or more liens where the Lienholder's security interest has either: (a) Been recorded in the records of Oregon Department of Consumer and Business Services or on a certificate of title issued by the Oregon Department of Transportation prior to May 1, 2005; or (b) Has subsequently been identified in a written notice that the Home is subject to the lien and was sent to the Landlord/Manager by certified mail with return receipt requested within the preceding five (5) years. *[Identify Lienholders and their known address(es) here and send them a copy of this Notice by regular and certified mail]:* _____

9. Miscellaneous.

9.1 Severance Clause. If any portion of this abandonment notice violates applicable law, that portion shall be deemed unenforceable, and the balance hereof shall remain in full force and effect.

9.2 Lienholder Rights. Note that the Lienholder may not sell or remove the Home unless the Lienholder has foreclosed the lien on the Home, and in the case of a deceased tenant, their personal representative or designated person representing the estate has waived all rights to the Home. In addition to those described herein, Lienholder rights, duties, and responsibilities are found at ORS 90.675(19).

9.3 Storage Agreement. If a Storage Agreement has been enclosed with this notice, and the Lienholder intends to exercise its rights under ORS 90.675(19), it must be signed and returned within 60 days of the Date of Mailing appearing at the top of this letter.

9.4 Public/Private Sale. If the personal property is presumed to be abandoned under Section 2, above, Landlord/Manager may:

- (a) Sell the personal property at a public or private sale, provided that prior to the said sale Landlord/Manager has sought to transfer ownership of record of Home by complying with the requirements of the appropriate state agency;
- (b) Placed a notice in a newspaper of general circulation in the county in which the Home is located, stating that: (i) The Home is abandoned; (ii) The tenant's name; (iii) The address and any space number where the Home is located; (iv) The Landlord/Manager is accepting sealed bids and, if so, the last date on which bids will be accepted; and (v) The name and telephone number of the person to contact to inspect the personal property;
- (c) At a reasonable time prior to the sale, give a copy of the newspaper notice to the tenant and to any lienholder, by personal delivery or first class mail *[except that for any lienholder, mail service must be by first class mail with certificate of mailing];*

- (d) Obtain an affidavit of publication from the newspaper showing compliance with subsection 9.4(b) above, and that the notice ran in the newspaper at least one (1) day in each of two (2) consecutive weeks prior to the date scheduled for the sale, or the last date bids will be accepted; and
- (e) Obtain written proof from the county that all property taxes and assessments on the Home have been paid or, if not paid, that the county has authorized the sale, with the sale proceeds to be distributed pursuant to ORS 90.675(13); or
- (f) Destroy or otherwise dispose of the Home if the Landlord/Manager determines from the county assessor that the current market value of the property is \$8,000 or less. *[Note that if there are no bidders at the sale, the Home's market value is deemed to have been \$8,000 or less.]*

Very truly yours,

Landlord/Manager _____

Phone: _____

Check all that apply:

cc: Copies of this letter are simultaneously being mailed via regular mail to the county tax assessor (and tax collector if different from the tax assessor);

cc: Copies of this letter are simultaneously being mailed via regular and certified mail to all lienholders identified at Section 8, above.

cc: Additional copies of this letter are simultaneously being mailed via regular mail to:

Enclosure: A Storage Agreement has been enclosed for the Lienholder.