



Manufactured Housing Communities of Oregon

MHCO Form 05D: Manufactured Dwelling Space Sub-Lease Agreement

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

This Sublease Agreement ("Sublease") is entered into on this _____ day of _____, _____
by and between _____ "LANDLORD"
and _____ "TENANT" and
and _____ ("RENTER").

The following additional individuals will occupy the following described Premises:

A signed copy of this Agreement will be furnished to TENANT and the original will be kept at the office of the LANDLORD. This Agreement and the attached exhibits constitute the entire understanding between the parties and supersede all other agreements and understandings. **THIS IS A LEGALLY BINDING DOCUMENT. READ CAREFULLY. IF NOT UNDERSTOOD, SEEK COMPETENT COUNSEL.**

1. PREMISES SUBLEASED

LANDLORD hereby rents the Premises located in this facility known as hereinafter "the Community"), Address:

The approximate dimensions/size of the Space is _____ by _____ or sq.ft.

The mailing address of the Space is:

City of _____, _____, ZIP _____.

The manager is _____ Space No. _____

(The names, location and phone number of the manager may change due to change in ownership or management. New information will be provided in writing to the TENANT when there is a change.)

2. TERM of SUBLEASE

This Sublease is for a *(select only one)*:

month-to-month;

a fixed term tenancy beginning on the _____ day of _____, _____, and ending on _____ day of _____, _____.

A fixed term tenancy ends on the ending date. No advance written notice needs to be sent to RENTER.



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3. RENT

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____ if this is a month-to-month tenancy. 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.



All checks for Rent or other sums due from RENTER shall be made payable to _____ at the following address: _____.

4. ADDITIONAL FEES and CHARGES

In addition to the Rent, RENTER shall pay the following items, which shall be due on the same day as the Rent unless otherwise provided herein:

Non-Refundable Items:

Additional Vehicles _____ \$ per vehicle per mo.
Utility or Service Charges _____ \$
RV Storage Charge _____ \$ per day/month.
Utility Charges (common areas) _____ \$
Late Charge (after 4th day of month if month-to-month tenancy) _____ \$
NSF Check Charge _____ \$
Applicant Screening Charges _____ \$ per applicant
Other Fees and Charges \$_____ Specify: _____

If checked below, RENTER is required to sign additional agreements:

Additional Vehicle Agreement

Storage Agreement

Pet Agreement

Other _____ which shall be incorporated into and become part of this Agreement.

Refundable Deposits:

LANDLORD acknowledges receipt from TENANT of a refundable security deposit in the amount of \$ _____, from which LANDLORD may claim an amount reasonably necessary to repair damages to the Premises caused by TENANT, excluding ordinary wear and tear, and to remedy TENANT defaults under this Sublease. In accordance with Oregon Laws, LANDLORD will refund the unused balance of the deposit, if any, together with an accounting, within 31 days of termination of the tenancy and return of possession.

5. RENTER IS AGENT

RENTER is hereby appointed as sole and exclusive agent for TENANT for purposes of receiving all notices, written or oral, required to be given by LANDLORD to TENANT under the TENANT'S rental/lease agreement or under Oregon's landlord-tenant law. The date and time of delivery of all such notices upon RENTER shall be effective just the same as if they were served upon TENANT at such date and time. RENTER shall be solely and exclusively responsible for promptly contacting TENANT regarding the contents of any notices given by LANDLORD to RENTER as TENANT'S agent. LANDLORD may, but is not required to, provide copies of any such notices to TENANT. However such copies that are given to TENANT shall be solely informational, and shall not be effective for purposes of calculating date or time of delivery.

6. TERMS OF SUBLEASE

1. RENTER shall timely pay directly to LANDLORD the Rent, any separately assessed fees payable under the TENANT'S rental/lease agreement and any separately billed utility or service charges permitted by Oregon Law.
2. RENTER shall have the same rights as TENANT to cure any violations of TENANT'S rental/lease agreement for the space.
3. LANDLORD shall comply with ORS 90.730 (habitability) and RENTER shall be protected from retaliatory conduct under ORS 90.765.
4. This Sublease shall not be construed to authorize TENANT to rent a manufactured dwelling or floating home to another person in violation of the rental/lease agreement between TENANT and LANDLORD
5. Subject to the terms of this Sublease and Oregon Law, TENANT shall continue to be the tenant of the facility space and retains all rights and obligations of a facility tenant under the rental/lease agreement and ORS Chapter 90
6. RENTER'S occupancy under this Sublease shall not constitute an abandonment of the dwelling or home by TENANT.
7. The rights and obligations of RENTER are in addition to the rights and obligations retained by TENANT under TENANT'S rental/lease agreement.
8. LANDLORD may terminate this Sublease: (i) If this is a month-to-month tenancy and RENTER has occupied the Premise for one year or less, LANDLORD (or TENANT) may terminate RENTER'S subtenancy without cause by giving not less than thirty (30) days' advance written notice. Provided, however, if RENTER has occupied the Premises for over one year, the no-cause advance written notice of termination may not be less than sixty (60) days. The preceding sentence shall not apply: (a) If LANDLORD terminates TENANT'S tenancy for cause, in which case, such termination shall also terminate RENTER'S tenancy; or (b) This was initially a fixed term tenancy in excess of one year and thereafter it reverted to a month-to-month tenancy. (ii) If a condition described in ORS 90.380 (5)(b) (rental in violation of building or housing codes) exists for the space, RENTER is entitled to the same notice to which TENANT is entitled; (iii) Subject to the cure right in subsection b) above, and regardless of whether LANDLORD terminates the rental/lease agreement of TENANT, RENTER'S right of occupancy under this Sublease may be terminated: (A) For nonpayment of Rent; or (B) For any conduct by RENTER that would be a violation of TENANT'S rental/lease agreement under ORS 90.396 (Acts or omissions justifying termination 24 hours after notice) or 90.398 (Termination of rental agreement for drug and alcohol violations) if committed by TENANT.
9. Upon termination of this Sublease by LANDLORD, whether with or without cause, RENTER and TENANT are excused from continued performance under any agreement for RENTER'S occupancy of the Home.
10. If, during the term of this Sublease, LANDLORD gives notice to TENANT of any violation of the rental/lease agreement, or of a law or ordinance violation or of the facility's closure, conversion or sale, LANDLORD shall also promptly give a copy of the notice to RENTER. The giving of notice to RENTER does not constitute notice to TENANT unless the Tenant has expressly appointed Renter as Tenant's agent for purposes of receiving notice.
11. If LANDLORD gives notice to RENTER that LANDLORD is terminating this Sublease, LANDLORD shall also promptly give a copy of the notice TENANT. LANDLORD shall give the notice to TENANT in the same manner as for giving notice of any rental/lease agreement violation.
12. If, during the term of this Sublease, TENANT gives notice to LANDLORD of a rental/lease agreement violation, termination of tenancy or sale of the Home, TENANT shall also promptly give a copy of the notice to RENTER.
13. If RENTER gives notice to LANDLORD of a violation of ORS 90.730 (habitability), RENTER shall also promptly give a copy of the notice to TENANT.
14. LANDLORD may not assert a lien under ORS 87.162 for dwelling unit Rent against a manufactured dwelling or floating home located in a facility.
15. If LANDLORD is entitled to unpaid Rent and receives possession of the facility space from the sheriff following restitution pursuant to ORS 105.161 LANDLORD may sell or dispose of the Home as provided in ORS 90.675 (abandonment).

16. If the Home is abandoned and was occupied immediately prior to its abandonment by a person other than TENANT, and the name and address of that person are known to LANDLORD, LANDLORD shall promptly send the person a copy of the notice sent to TENANT. Notwithstanding ORS 90.425, LANDLORD may sell or dispose of goods left in the Home by that person in the same manner as if the goods were left by TENANT. If the name and address of the person are known to LANDLORD, LANDLORD shall promptly send the person a copy of the written notice sent to TENANT under ORS 90.425 (3) and allow the person the time described in the notice to arrange for removal of the goods.

ADDITIONAL PROVISIONS

IN WITNESS WHEREOF, the parties have signed this Sublease on the day and year first written above.

TENANT (Print Name): _____ Signature: _____ Date: _____

TENANT (Print Name): _____ Signature: _____ Date: _____

RENTER (Print Name): _____ Signature: _____ Date: _____

RENTER (Print Name): _____ Signature: _____ Date: _____

LANDLORD/MANAGER SIGNATURE: _____ Date: _____

