



Manufactured Housing Communities of Oregon

## MHCO Form 05C: Manufactured Dwelling Rental Agreement: Landlord Owns Home and Space

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

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

by and between "LANDLORD" and "TENANT" for the rental of that certain manufactured home ("the Home") identified as follows: located at Space (collectively "the Premises"). The following individuals will occupy the

Home:

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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 RENTED

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 \_\_\_\_\_, Oregon, 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. FEDERAL FAIR HOUSING CLASSIFICATION

This facility is classified as a:

Family Facility, allowing residents of all ages;

55 and Older (At least one occupant must be verified as 55 years of age or older. Subsequent RV sales shall be limited to meeting this age requirement);



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62 and Older (All occupants must meet the verified 62+ age requirement. Subsequent RV sales shall be limited to meeting this age requirement);

Other tenant age restrictions are as follows: \_\_\_\_\_.

LANDLORD reserves the right, in its sole discretion, to discontinue the age 55+ or 62+ classification at any time.

### 3. TERM OF TENANCY

The term of this Agreement is month-to-month. LANDLORD reserves the right to terminate this tenancy with or without cause after giving written notice pursuant to Oregon laws.

### 4. NOTICES

The person authorized to act for and on behalf of the LANDLORD for the purpose of service of process and receipt of notices and demands is \_\_\_\_\_, whose address is \_\_\_\_\_.

### 5. 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\_\_\_\_. 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 monthly base rent charged exclusive of any other fees or charges payable by the tenant; (b) Rent Increase is the amount of the monthly base rent that will be added to the Current Rent on the effective date of the Rent Increase notice; (c) New Rent is the total monthly base rent that is charged by landlord following a Rent Increase; it consists of the Current Rent plus the Rent Increase based upon the Rent Cap Formula; (d) Rent Cap Formula is the maximum percentage increase over Current Rent that may be charged to Oregon tenants, unless otherwise exempted under Oregon Law.

Calculating The Rent Cap Formula: (a) Current Rent may not be increased during the first year of TENANT'S tenancy; (b) Thereafter, Current Rent may only be increased once within any subsequent 12-month period; and (c) The Rent Increase may not exceed the sum of: (i) Seven percent (7.00%) above the Current Rent plus (ii) The consumer price index ("CPI") above the Current Rent (hereinafter collectively 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 in September of the prior calendar year. *For September 2018, the 12-month average change was 3.4%. This figure should always be used when calculating the maximum CPI percentage figure for the Rent Cap Formula until the September 2019 CPI figure is formally issued.*

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 \_\_\_\_\_, 2019 (the Effective Date of SB 608) may not exceed the sum of (a)  $7.00\% \times \$400$  (\$28.00) plus (b)  $3.4\% \times \$400$  (\$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.

City of Portland Rent Cap: If the Community is located within the City of Portland, the Rent Increase may not exceed 10.00% above the Current Rent. This would mean that in the above Example, a Rent Increase issued in 2019 may not exceed \$440 (\$400 + 40.00).



All rent checks shall be made payable to \_\_\_\_\_ at the following address:

\_\_\_\_\_ which (select one): **IS** **IS NOT**  
 located inside the Community. (If located outside the Community, rent will be deemed to be timely paid if properly addressed and deposited in regular first class mail within the time required herein. Rent does not include security deposits, fees, or utility or service charges. Any increase in fees shall be preceded by not less than 90-days written notice. LANDLORD reserves the right to pass all utility charges directly through to TENANT, in which case any increase in such charges will become due when passed through. All deposits, fees, or utility or service charges must be promptly paid when due. Nonpayment of such deposits, fees and charges shall constitute grounds for eviction following LANDLORD'S issuance of a 30-day notice in accordance with Oregon Laws.

## 6. ADDITIONAL FEES AND CHARGES

In addition to the rent, the following items shall be assessed, which, if applicable, 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, TENANT 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 Agreement. In accordance with Oregon Laws, LANDLORD will refund the unused balance of the deposit.

## 7. PERSONAL PROPERTY, SERVICES AND FACILITIES

The following utility services will be provided to the point of connection at TENANT'S Space: sewage disposal, water supply, electrical supply, and \_\_\_\_\_.



The following utilities will be (select only one):

Paid by LANDLORD

Paid by TENANT

(Check all applicable utilities):

Sewer

Water Garbage

Other (Specify) \_\_\_\_\_

All other services and utilities not expressly agreed to be paid by LANDLORD in this Agreement shall be paid by TENANT. Such services and utilities to be paid by TENANT shall include but not be limited to: electricity, fuel, cable television, telephone, recycling, and \_\_\_\_\_. Non essential services such as cable television, could be discontinued if no reasonable provider is available. LANDLORD further agrees to provide the following personal property, services and facilities:

\_\_\_\_\_

## 8. PASS-THROUGH OF UTILITY AND SERVICE CHARGES

If LANDLORD has agreed to pay some or all of the utilities, LANDLORD reserves the right to later bill TENANT separately for these or other utility or service charges assessed by a utility for services provided to or for Community spaces or common areas. Such separately billed utility fees and charges shall not be considered to be rent, and increases in such utility or service charges will not be preceded by a 30-day notice. If LANDLORD elects to install utility meters in the Community, TENANT agrees to cooperate, in good faith, in permitting access to the Space for installation upon 24 hours' advance notice.

## 9. IMPROVEMENTS TO RENTAL SPACE OR RV

TENANT may not make any improvements or erect additional structures to the exterior of the RV or anywhere upon the Space without LANDLORD'S prior written approval. Upon termination of the tenancy, LANDLORD shall have the right, but not the obligation, to retain all improvements to the Home and/or Space. If LANDLORD elects not to retain the improvements, TENANT shall be required to remove them no later than the conclusion of the tenancy and restore the Home and Space to its condition prior to making the improvement, reasonable wear and tear excepted. Exceptions:

\_\_\_\_\_

Improvements include without limitation, planting trees, shrubbery, landscaping and constructing or repairing fences or other structures. On or before \_\_\_\_\_, TENANT shall complete the following improvements to the HOME and/or Space, including plantings and/or landscaping and/or repairs to the Space and/or Home:

\_\_\_\_\_

(Use additional page if necessary) TENANT(S) Initials: \_\_\_\_\_. TENANT understands that all such work shall be performed in a workmanlike manner and in compliance with all applicable codes, laws and ordinances. TENANT'S failure to timely complete said improvement/repairs shall be a violation of the Agreement and may be cause for termination. All work shall be made in a manner that does not interfere with nearby tenants and which does not damage any property of LANDLORD or other tenants. TENANT shall promptly notify LANDLORD in writing of the need for any repair or maintenance of the Space or any common areas which are the responsibility of LANDLORD under this Agreement.

## 10. COMMUNITY RULES AND REGULATIONS

TENANT agrees to comply with the Community Rules and Regulations, a copy of which is attached and made part of this Agreement, as well as any other additional rules and regulations that may be lawfully adopted by LANDLORD. TENANT is responsible for the acts of members of TENANT'S household, TENANT'S pets, guests and visitors. Violation of this Agreement or any Community Rule may be cause for termination. In the event that any provision of this Agreement conflicts with any Community Rule, this Agreement shall prevail.

## 11. ASSIGNMENT AND SUBLETTING

TENANT shall not assign this Agreement nor assign, sublet, or transfer possession of the Home or Space, or any part thereof, without LANDLORD'S prior written consent.

## 12. TENANT AGREEMENTS

TENANT agrees to the following:

- A. To be responsible for and pay all damages caused by the acts of TENANT, other occupants of TENANT'S Space, TENANT'S pets, guests and visitors.
- B. To notify LANDLORD of any absence from the premises in excess of 7 days, no later than the first day of the absence, and to pay all rent which may become due during such absence.
- C. To hold LANDLORD harmless for loss or damage to TENANT'S property unless caused by LANDLORD'S gross negligence or willful misconduct.
- D. To prohibit any person not listed in TENANT'S rental application to occupy TENANT'S RV without first obtaining LANDLORD'S written consent. 'Occupy' shall mean living in the RV more than 14 days, consecutive or nonconsecutive, during any calendar year. All adult persons over 18 years of age desiring to occupy the Home in excess of 14 days during any calendar year shall be required to complete a tenant application, just the same as any other prospective tenant. In such case, LANDLORD shall have the right to reject said applicant(s) based upon the following Screening Criteria: (a) unsatisfactory rental references; (b) the absence of any prior tenant history or credit history; (c) unsatisfactory credit history; (d) unsatisfactory character references; (e) any criminal history; (f) insufficient income to reasonably meet the monthly rental and other expense obligations under this Agreement; (g) presence of pets or the number, type or size of pets; (h) if the Community is an age 55+ or 62+ Community, reasonable evidence verifying that at least one occupant is age 55 or 62, or over, as the case may be; (i) evidence that the prospective tenant has provided LANDLORD with falsified or materially misleading information on any material items; (j) if the prospective tenant refuses to sign a new written rental or lease agreement; (k) the number of additional occupants; or, (l) adverse information contained in the public record. If accepted as an additional tenant, such person shall be required to co-sign this Agreement. This Paragraph 12 D. shall apply even in those instances in which the new occupant does not intend to contribute toward the monthly rent for the Space.
- E. Maintain the Home as follows: (a) Make sure that the Home, including, but not limited to all heating, cooling, and electrical systems and all appliances located therein, are safe from the hazards of fire; (b) Maintain smoke alarm(s) provided by LANDLORD at the commencement of the tenancy; (c) Maintain in a safe and operable condition, all electrical, water, storm water drainage and sewage disposal systems in, on, or about the Home, and assure that the connections to

those systems are maintained, and (e) Any modifications to the Home or its heating, cooling or electrical systems must first be approved in writing by LANDLORD. Any LANDLORD-permitted modifications must comply with all local, state and federal codes and regulations in existence at the time of the modification.

F. Refrain from deliberately, recklessly or negligently destroying, defacing, damaging, impairing or removing any property owned by the Community, tenants, guests, or others in the Community, or knowingly permitting any pet, guest, visitor or invitee to do so.

G. Maintain, water and mow all grass on the Space and prune any trees or shrubbery located thereon, except as may be provided otherwise in the Community rules and regulations.

H. Not disturb the quiet enjoyment of others at the Community, nor permit TENANT'S guests, visitors, invitees or pets to do so.

I. (Not applicable unless checked and initialed.) Maintain a renter's policy of insurance that includes coverage for fire in an amount sufficient to replace said property. Such policy shall include general liability coverage of not less than \$ \_\_\_\_\_ (\$250,000 if not filled in). TENANT agrees to provide LANDLORD, upon request, with a current copy of such policy. TENANT(S) Initials here: \_\_\_\_\_.

### 13. TERMINATION OF TENANCY

A. **By TENANT.** If this is a month-to-month tenancy, TENANT may terminate this tenancy upon a minimum of 30 days' written notice to LANDLORD. If such a notice is given, TENANT agrees to vacate no later than the date of termination of tenancy provided in the 30 day notice. Once TENANT'S 30-day notice is given, LANDLORD shall not be required to permit TENANT to remain at the Space beyond the 30 day period stated in the notice, even if LANDLORD has not yet found another tenant for the Home or Space.

#### B. By LANDLORD.

1. LANDLORD may terminate the tenancy, without cause, upon a minimum of 30 days' written notice to TENANT.
2. If this is a month-to month tenancy, and TENANT has occupied the Premise for one year or less, LANDLORD may terminate TENANT'S tenancy without cause by giving not less than thirty (30) days' advance written notice. Provided, however, if TENANT has occupied the Premises for over one year, the no-cause advance written notice of termination may not be less than sixty (60) days.
3. LANDLORD may terminate the tenancy upon a minimum of 30 days' written notice to TENANT, if TENANT or others occupying the Home violate a law or ordinance which relates to TENANT'S conduct as a tenant or violates this Agreement or the Community Rules and Regulations. TENANT may avoid such terminate by correcting the specified violation within 14 days or such longer time provided in the notice from LANDLORD describing the violation. If substantially the same violation reoccurs within 6 months following the date of issuance of the first notice, LANDLORD may terminate the tenancy by giving TENANT a non-curable 10 day written notice.
4. LANDLORD may terminate the tenancy by giving 72 hours' written notice of nonpayment if TENANT fails to pay rent within 7 days after rent becomes due, or 144 hours written notice of nonpayment if TENANT fails to pay rent within 4 days after the rent becomes due.
5. LANDLORD may terminate the tenancy after 24 hours' written notice specifying the cause if TENANT or someone in TENANT'S control or TENANT's pet commits an act covered by Oregon Laws (currently ORS 90.400(3)) relating to the threat or infliction of personal injury or property damage upon the person or property of LANDLORD, or LANDLORD's

representative, other tenants or third persons; or, TENANT has vacated the premises and the person occupying TENANT'S home is doing so without LANDLORD'S written permission; or TENANT or someone in TENANT'S control commits any act, which is outrageous in the extreme, on the premises or in the immediate vicinity of the premises.

6. The preceding paragraphs (1) - (4) are not intended to limit LANDLORD'S right to terminate this tenancy for any other reasons as allowed by state, federal or local laws, now existing or hereinafter enacted.

#### **14. SERVICE OF NOTICES**

Where written notice between LANDLORD and TENANT is required or permitted by this Agreement or Oregon Laws, it shall be by (a) personal delivery; (b) first class mail; or (c) both first class mail and attachment of a copy at a designated location. In the case of notice to TENANT, the attachment shall be at the main entrance of TENANT'S RV or HOME. In the case of notice to LANDLORD, the attachment shall be at the address of the manager identified in Paragraph 4, above.

#### **15. INDEMNIFICATION BY TENANT**

Tenant shall indemnify, hold harmless and defend LANDLORD from and against any and all claims, actions, damages, liability and expense, including, but not limited to, attorney and other professional fees in connection with the loss of life, personal injury and/or damage to property arising from the occupancy or use by TENANT, or those persons occupying the Space or any part thereof, caused wholly or in part by any act or omission of the TENANT, TENANT'S family, TENANT'S pets, visitors, guests or invitees.

#### **16. SEVERANCE CLAUSE**

If any provision of this Agreement or any document incorporated into this Agreement is ruled invalid or otherwise unenforceable, the remainder of the Agreement shall not be affected and each other term and provision shall be valid and enforceable to the fullest extent permitted by Oregon Laws. The parties agree that should a court rule that a provision of this Agreement is unenforceable, that ruling shall not be placed into evidence to any jury empanelled to hear any other dispute between LANDLORD and TENANT.

#### **17. WAIVER**

LANDLORD'S failure to enforce any provision of this Agreement or the rules and regulations shall not be deemed a waiver of LANDLORD'S right to do so on future occasions.

#### **18. ATTORNEY FEES, COSTS, DISBURSEMENTS**

In the event of suit, action or arbitration instituted to enforce or interpret any provision of this Agreement, the losing party shall pay the prevailing party's reasonable attorney fees upon trial or arbitration and/or appeal therefrom, together with all costs and disbursements.

#### **19. INSPECTION**

By signing this Agreement, TENANT agrees that TENANT has carefully inspected the Community, the Home and Space, and has found them to be acceptable and in the condition as represented by LANDLORD.

#### **20. CONDEMNATION**

LANDLORD shall be exclusively entitled to any payment or award for the taking of any portion of the Community under the power of eminent domain, except that TENANT will be entitled to any payment or award attributable solely to the loss or damage to TENANT'S possessory interest or other personal property owned by TENANT.



**21. MODIFICATION OF AGREEMENT AND RULES**

Modification of Agreement. This Agreement represents the final understanding between the parties and may not be modified or amended, except in writing, signed by both LANDLORD and TENANT.

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

TENANT (Print Name): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT (Print Name): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT (Print Name): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT (Print Name): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT (Print Name): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

LANDLORD/MANAGER SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

