



Manufactured Housing Communities of Oregon

## MHCO Form 08: Straight Talk About Manufactured Home Park Living

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

Name of Community/Park:

Address:

The 1991 Truth in Renting Act requires that a document called “Statement of Policy” be delivered to all prospective and current manufactured home park/community tenants by the landlord. Before moving into a manufactured home park/community, you must sign a receipt that you have received the attached Statement of Policy for this park. Manufactured home park/community living has many advantages that can include lower up-front capital costs, lower maintenance costs and a sense of community and security. However, there are important economic and legal consequences to a decision to locate your manufactured home on rented/ leased land. You are advised to study carefully the following disclosures before placing a manufactured home on a rented/leased homesite space or buying a home located in a manufactured home park/community.

This document does not address all the issues you encounter in manufactured home community living. It is intended to help you reach an informed decision. You have the right to consult an attorney before reaching a decision and the right to shop around for the best investment.

1. The attached Statement of Policy contains important matters to be considered in renting/leasing a manufactured home space.
2. The Statement of Policy is only summary in nature. You should carefully read all references and all exhibits to the Statement of Policy.
3. Oral representations should not be relied upon as correctly stating the representations of the park owner or manager. Refer to the Statement of Policy and its exhibits for correct representations.
4. If you sign a rental agreement prior to occupancy in a manufactured home park, the agreement may or may not allow you to change your mind and cancel it during a “cooling off” period. Check on this.
5. Rents can and do go up. The homesite space rent could increase periodically, out of proportion with your ability to pay, especially if your income is fixed. When parks are sold, rents may increase. Remember that you - not the landlord - are responsible for your ability to pay rent.
6. Your tenancy may legally terminate: (a) if you fail to pay rent or you violate a law, an ordinance or the conditions of tenancy in the park; (b) if you are late with the rent payment and written notice is given three or more times within a 12 month period; (c) if the park closes; or (d) when your rental agreement/lease term expires and is not renewed.



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7. Occasionally, rising rents or termination of tenancy or park closure may cause homeowner to bear moving costs. Manufactured homes are not easily moved. You could have difficulty finding a place to put your home.
8. You are free to terminate your tenancy and to leave the park on 30 days notice without obligation to the landlord. The landlord is free to close all or a portion of the park on 12 months notice without obligation to you.
9. The law does not require you to sell your home to the landlord. It also does not obligate the landlord to sell the park or your lot to you.
10. The law allows the landlord to place reasonable restrictions on who lives in your home and the qualifications of any purchaser of your home if it is to remain in the community. Read your rental agreement.
11. Some manufactured home communities offer you more security in the form of long-term lease agreements which may provide more predictable rent increases. You have the right to negotiate for terms that meet your needs.
12. Manufactured home park living can offer real value for your housing dollar, but remember that no form of private housing can guarantee you a place to live forever without regard to your ability to pay the costs of that housing. Before you buy a home or rent a space, find out. Oregon has enacted a form of rent control that places limitations on the frequency and amount of rent increases. You should familiarize yourself with this law. See ORS 90.600 (2019).
  - How often will your rent be increased and how are the increases determined? Oregon has enacted a form of rent control that places limits on the frequency and amount of rent increases. You should familiarize yourself with this law. See ORS 90.600.
  - How long can you afford to stay there?

**LEARN THE FACTS - MAKE THE HOUSING CHOICE THAT IS RIGHT FOR YOU -  
GET YOUR AGREEMENT IN WRITING - THEN ACCEPT RESPONSIBILITY FOR THAT DECISION.**