



Manufactured Housing Communities of Oregon

## MHCO Form 14: Notice Of Amendment(s) to Rental/Lease Agreement for

Revised 9-2014 | This form is exclusively licensed to:

Name of Community/Park:

Address:

*You are being sent this Notice of Amendment(s) to inform you that Landlord reserves the right at some time in the future to institute a pass-through program whereby the cost of certain utilities or services will be removed from your base rent, and instead, will be directed to you for payment separately.*

*Subject to Para. #4 (Cable, Satellite, or Internet Service Program) description below, this amendment is permitted to be made “unilaterally” and does not require your consent.*

*However, merely because Landlord has elected to provide this Notice to you does not mean that a pass-through program will be instituted immediately.*

*What is described below is a summary only, and does not detail all of the applicable laws governing the conversion process. For more information, please see ORS 90.531 to ORS 90.543, which by this reference is incorporated into the Amendment.*

### **SUMMARY OF PASS-THROUGH PROGRAMS**

Management reserves the right to institute one or more of the following programs:

1. To provide for conversion of your sewer and/or water charges from the existing base rent to a separate submetering program (“Submetering Program”), and/or
2. To convert the method of billing you for garbage collection and disposal from the current method in which the cost is included in your base rent, to a method in which the garbage service provider bills you directly (“Garbage Collection Pass-Through Program”) and/or
3. To convert the method of billing you for common area electricity from the current method in which the cost is included in your base rent, to a method in which your electrical service provider bills you directly (“Electricity Pass-Through Program for Common Areas”) and/or
4. To add an additional amount to a utility or service charge billed to you if it is for cable television, direct satellite or other video subscription services or for Internet access or usage (“Cable, Satellite, or Internet Services Program”).



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### **1. SUMMARY OF THE SUBMETERING PROGRAM**

Landlord shall give you not less than 180 days' written notice before converting to the Submeter Billing Program. Landlord shall give notice to you before entering your space to install or maintain a submeter. Landlord will reduce your rent upon your first billing using the Submeter Billing Program by an amount reasonably comparable to the amount of the rent previously allocated to the sewer and water averaged over at least the preceding twelve months. The landlord will provide you with written documentation from the utility or service provider showing the landlord's cost for the utility or service provided to the park during at least the twelve preceding months. The landlord may also convert the billing for common areas to a pro rata billing method. If storm water service and wastewater service are not measured by the submeter, the landlord may, either continue to recover the cost of the storm water service or wastewater service in the rent or unilaterally convert the billing for the storm water service or wastewater service to a pro rata billing method and reduce the rent to reflect that charge. Subject to certain limitations, the landlord or landlord's agent may enter your space without consent and without prior notice for the purpose of reading a submeter.

### **2. SUMMARY OF THE GARBAGE COLLECTION PASS-THROUGH PROGRAM**

Landlord shall give you not less than 180 days' written notice before converting to this program. Landlord shall reduce your base rent at the time of your first billing under the Garbage Billing Program. The rent reduction must be reasonably comparable to the amount of the rent previously allocated to the garbage services averaged over at least the preceding twelve months. Before the landlord first bills you the landlord shall provide you with written documentation from the garbage provider, showing the landlord's cost for the service provided to the park during at least the twelve preceding months. The landlord may also convert the billing for common areas to a pro rata billing method.

### **3. SUMMARY OF ELECTRICITY PASS-THOUGH PROGRAM FOR COMMON AREAS**

Landlord shall give you not less than 180 days' written notice before converting to this program. Landlord shall reduce your base rent at the time of your first billing under the program. The rent reduction must be reasonably comparable to the amount of the rent previously allocated to the common area electrical services averaged over at least the preceding twelve months. Before the landlord first bills you under this program, the landlord shall provide you with written documentation from the electricity service provider showing the landlord's cost for the service provided to the park during at least the twelve preceding months. The landlord may also convert the billing for common area electricity to a pro rata billing method.

### **4. SUMMARY OF CABLE, SATELLITE, OR INTERNET SERVICES PROGRAM**

The landlord may add an additional amount to a utility or service charge billed to you if: (a) It is for cable television, direct satellite or other video subscription services or for Internet access or usage; (b) The additional amount is not more than 10 percent of the charge billed to you; (c) The total of the utility or service charge and the additional amount is less than the typical periodic cost you would incur if you contracted directly with the provider; (d) Your lease/rental agreement providing for the

utility or service charge must describe the additional amount separately and distinctly from the utility or service charge; and  
(e) Any billing or notice from the landlord regarding the utility or service charge lists the additional amount separately and distinctly from the utility or service charge. The landlord may not require you to agree to this unilateral amendment, and may not terminate your rental/lease agreement for refusing to agree to it.

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**LANDLORD:**

Community Owner/Manager \_\_\_\_\_

Dated: \_\_\_\_\_

**Manager's Contact Information:**

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