



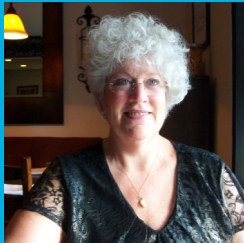
THE osta

Quarterly Review

VOLUME 38 NO. 3

SUMMER 2017

OSTA Spotlight— Elaine Garley



Elaine, the MH/OSTA representative for Terrace Lake MHP in Salem, is chairing our 2017 annual meet-

ing committee and has reserved the lovely new South Salem Senior Center for this year's meeting. She is also working with the chef on menus and is pricing motel/hotel accommodations for those who need to stay overnight. We haven't had the meeting in Salem since 2011, so it's time to accommodate people from the north.

A busy person, Elaine oversees the care of a sister who lives in Portland, works two days a week, does machine embroidery for gifts and for profit, and quilts, having recently completed a memorial quilt. Her best friend is her husband, Ray. They have two dogs and have enjoyed MH park living for two years now. In addition to her OSTA position, Elaine delivers the park newsletter to close neighbors, helped update the resident phone list, and expects to help organize a monthly Saturday park breakfast. As the park's Sunshine Rep, she writes a monthly article for the newsletter. She says she enjoys all this activity because it keeps her young

Save September 23 for the Annual Meeting

The MH/OSTA annual meeting will be from 10 a.m. to 3 p.m. Saturday, September 23, at the South Salem Senior Center. Directions, details, and a registration form will be in the next Review, which will be early, probably about August 15, to accommodate everybody's planning. Elaine Garley from Terrace Lake MHP in Salem has made the arrangements and will consult with the planning committee on the luncheon menu and program. We'll also be electing directors and voting on a Bylaws change. The change applies to a yearly audit, which our CPA tax man tells us is very complicated and expensive. We will be asking to change the Bylaws as follows, with words to be omitted struck through and those to be added in bold type:

Article 9.7:....~~The Board shall cause an audit of the records of the Corporation to be made each year by a competent auditor.~~ **Financial records shall be checked monthly by at least two board members.**

SB 277 Defines “Deterioration” and “Disrepair”

We who live in manufactured home communities can be evicted from our homes for violating a law related to our conduct or for violating a rule in a signed rental agreement. And if we “cure” (meaning “correct”) the violation within 30 days of the landlord's notice, we have the legal right to stay in the park. Curable (correctable) conduct would include failure to maintain our house, space, or landscaping. SB 277 is designed to define “disrepair” and/or “deterioration” using dictionary definitions, so that landlords can't just say, “I don't like the color of your house so paint it a color I do like.” This would be a cosmetic demand and not a condition of disrepair.

We have to keep our home sites free of all ashes, garbage, rubbish, and other waste; keep the space free of accumulations of debris, filth, rubbish, garbage, rodents, and vermin, maintain, water, mow, and prune any shrubbery or grass on the space, and maintain and water trees, including removing fallen branches and leaves (ORS 90.740). Continued on Page 3



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Manufactured Housing / Oregon State Tenants Association

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From the Editor...

MH/OSTA Blog Update...

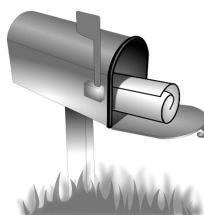
The *OSTA Quarterly Review* is currently unavailable on our mh-osta blog but we'll keep it up-to-date on the mh-osta web site. Board member Nancy Inglehart has formed a Facebook site which those with a Facebook page can access by Googling this link: <https://www.facebook.com/mobilehomehelp/> then "like" it. If you have difficulty accessing the link, contact Nancy at n.inglehart@comcast.net or call her at (503) 756-3795. The photos of the old single-wide homes in Portland are scary but worth seeing.

If you want to buy your park...

I read an article saying that of the 5,000 MH parks in Florida, 700 are resident-owned. Remember, CASA of Oregon can advise you if your owner is planning to sell and park residents are interested in buying.

Watch Out for Critters and Fire...

When we lost electrical power in three places throughout our house, electricians spent over eight hours trying to locate the problem. The search included cutting two holes in the living room wall to access wires, that they found ran every which way, up the walls, into the ceiling, around corners, not following any normal wiring schematic, something they told us was a common fault in factory-built homes. When they finally found the place where a mouse had got into the insulation under the house and chewed a wire, the wood next to the wire was charred. We were lucky we hadn't had a fire. A pest control man told us rodents are a huge problem this spring.



NOTES IN OUR MAILBOX

Received my Review [Winter issue] and it was a wealth of information! —Sharon Tuttle, Falcon Wood, Eugene

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SILENT AUCTION DONATION

Please plan on bringing donations to the annual meeting on September 23 for bids in the Helping Hands Silent Auction!

From The President...

It is with a heavy heart this month that I announce our past President and Southern director, Gary Walters has found it necessary to resign from our board. Gary was a leader who kept our board active as he himself served not only his community, but the entire state. We made several changes in how we operated during his tenure. We thank him for his service and dedication to MH/OSTA.

As we move forward, there will be more changes. More issues to confront and we ask you as members to join with us. As I speak with communities on my visits, I point out the diversity each community has and how you as a member can work with us to make this a larger and more visual organization. I feel we are making a change as evidenced by the bills being presented this year thru the elected officials that You, as members, are bringing to their attention. Through your concerns and problems of being homeowners in manufactured homes and residing in these communities, people are learning we are not "trailer people." We are not a mobile society and we can and do lose our homes to the practices of some landowners. Again, the words "knowledge" and "numbers" come to the forefront. We stand together and speak in unison to make our voices heard.

We are in the process of preparing for our next annual meeting. We have a group of members in Lake Terrace in Salem who are working to set up this year's get-together a little closer to Portland. Look for this information in this issue and our next OSTA Review. Encourage your neighbors to join with us to make MH/OSTA a brand name that people will recognize.



Rita

SB277 Continued

You may have signed a rental agreement that says a landlord may terminate your tenancy for failure to meet some aesthetic standards, for example, paint color, under ORS 90.630. But aesthetics are not disrepair (as SB 277 proposes to make clear) and may be waived. Waiver means that if the landlord knowingly accepts your rent for three months, he has waived (given up) his right to evict you for that reason.

Examples of landlord termination notices that wrongly claim to be for disrepair:

- Paint color (not peeling paint, just the color)
- In-window air conditioners (correctly and safely installed)
- Installation of lattice
- Unapproved window treatments (curtains), drapes not hanging straight
- Wood railing on deck (wrong material)
- Incorrect type of gravel
- Play structure (swing set, properly installed)

According to John VanLandingham, all of the above are aesthetic issues, not disrepair, and may have existed for years, often with express oral approval from the manager, who now may be long gone. In many cases tenants find that any written confirmation is no longer in their file.

SB 277's main sponsors are Senator Arnie Roblan and Representative Ken Helm. The bill was debated and agreed on by the Landlord/Tenant Coalition and it passed on the floor of the Senate 29 to 0 with one member absent. It contains an emergency clause, which means it will go into effect as soon as it passes the House and the Governor signs it.

Watch the Blog for updates!

Chapter News

Lakeridge of Eugene Hosts Musical Duo; OSTA members host SongBrook Musical Salon

from Jane Capron

John Gibbens, vice-president of the Lakeridge OSTA chapter, and his sister Ann Gibbens Davis, from Sykeville, Maryland, played cello and piano duets and solos for a large and appreciative Good Friday audience in the clubhouse at Lakeridge of Eugene. We were first treated to an illustrated explanation of the cello, the woods in its construction, and the sounds it can make, which are akin to the human voice. Early preludium from J.S. Bach suites further illustrated the range of the instrument, followed by sonatas for both cello and piano. Ms. Davis soloed on Bartok Roumanian folk dances and three pieces by Ravel. Mr. Gibbens included some modern "pop" music by John Williams, Paul McCartney, George Gershwin, and Leonard Bernstein. They ended the program with the beautiful "The Swan" from Saint-Saens "Carnival of the Animals."



John Gibbens and Ann Gibbens Davis



Laura DuBois

Laura DuBois, an accomplished concert pianist, music teacher, and daughter of SongBrook OSTA members, Jerry and Phyllis Schofield, played a movement of Beethoven's "Pathetique" sonata, a Mozart sonata, a Chopin nocturne, and Debussy's "Claire de Lune" and "Gardens in the Rain" at an afternoon salon in the SongBrook clubhouse in late April. In each case Ms DuBois gave a brief biography of the composer and set scenes and images for the pieces to enhance listening pleasure. She is the music director at Unity of the Valley Church in Eugene, did her master and doctoral studies at Miami University in Florida, and taught music appreciation at Monmouth University in New Jersey before moving to Oregon. It is exciting and rewarding to hear accomplished musicians in our manufactured communities.

Jacksonville Royal Mobile Estates

from Dee Evers, Chapter President

We had a rough time in early January with the ice and snow, but now daffodils, tulips, violets and other beauties are brightening our rainy days. Two OSTA members and a Neighborhood Watch rep have met a couple of times with management to discuss issues, and they have been receptive and cooperative. We have completed nominations for a Committee of Seven, and had a total of five nominees. We will vote from a ballot that will be in the May park newsletter and then that committee will take over meetings with management.

We got permission to have a spring park-wide garage sale, which we have wanted for years. OSTA plans to have a table or two to raise some funds. We are pleased with our managers' willingness to work with us. We offered a helping hand to a neighbor who had a stroke and has limited use of one side of her body. We purchased and installed a doggy door before she got home from rehab. She can now let the dog determine when it needs to go out, and ease her own need to "take it for a walk," especially in inclement weather.

We sure miss having Gary as our District Manager, but he and Ginger deserve some rest after so many

Chapter News Continued

Lee's MHP, Eugene

from Joan Stern, Chapter President

In late May we had an emergency meeting to vote in a new vice president since Betty Kerns, who was our VP, has sadly passed away.

SongBrook MHP, Eugene

from Jane Capron, Chapter President

We celebrated Cinco de Mayo with Bunco de Mayo, a late afternoon get-together for all residents with Bunco, chili and chips, and Margaritas. Organized by chapter vice-president, Mark Harden, the event raised some money for future events and charitable giving.

Scandia MHP, Junction City

from Ruth Kiscoan, Chapter President

We will be offering baked goods and household items for sale from 9 a.m. to 4 p.m. on Friday and Saturday, July 14 and 15 at the recreation center. You all are invited!

Pacific Village, Medford

from Shawna Huggins, Chapter President

Every few years a Flamboyance of Flamingos flocks to our park. They reside in one front yard for a week, and then they will move to another yard for a week. They continue moving throughout the park during the summer. In the fall, they fly off to Florida. This is a really fun thing to see. Everyone laughs and waits to see where the flamingos will flock next. One neighbor, as a joke, posted "no flamingo landing zone." That made even more neighbors chuckle. You can get flamingos online at the Dollar Tree. A box of 24 delivered to your door is \$30.



Terrace Lake, Salem

from Elaine Garley, Chapter Rep

Our park has begun planning our annual garage sale and baked goods event. The president and board members are always looking for new and different activities to offer the residents. There are discussions of bringing back the monthly Saturday breakfasts, initiating wine tasting tours, offering free tai chi classes twice a week, and possibly forming a garden club. We have a very strong Committee of Seven that is working with the owners on resolutions to ongoing issues.

You Can Be an MH/OSTA Director

If you believe strongly in your product, it becomes easier to sell it, and directors must believe in MH/OSTA and the work we do. You feel so good when you have success, convincing others to become members and helping them solve problems. You are never alone because directors communicate with and help each other. They also get reimbursed for expenses, a free membership in the organization, and a seat on the board. All you need is a telephone and a little free time, and it helps to have a computer.

What Directors Do:

We work to organize new chapters. Someone has to invite us before we can promote OSTA in a park, so we try to get contacts in various ways. We hand out brochures and OSTA Reviews and if people in ten home sites or 10% of the occupied homes in a park are willing to join, we help them elect officers. We get membership lists so we know who the members are in our area and who's delinquent in renewing.

We make contact with chapters in several ways: attend chapter meetings and speak briefly on OSTA's work, keep email contact with members, phone presidents or other contacts, invite members to a district meeting.

At a district meeting, we try to offer an incentive to attend. Speakers are good, for instance district legislators, police volunteers explaining safety measures, electric company rep giving money-saving tips and maybe some handouts, tax person explaining deferrals, TV cable person explaining group rates. Anything that can save people money is good! Directors have to be able to stand up and speak and be willing to listen to people complain. It helps to have someone go with you, help you out, take notes, critique your presentation, get you a glass of water.

We need to collect phone numbers of people and groups who can help individuals, like law advocacy centers and senior law centers, mediation sources, a lawyer referral, the health dept. phone number, that sort of thing. Because the problems we are handed are so varied, we often don't have answers, and so we tell people we'll get back to them on that one! There's nothing wrong with not having immediate answers. Actually, sometimes it's better to think on a problem for a while.

We do not ever give legal advice, but we know attorneys who can.

We are currently looking for directors and deputies in southern Oregon along the I-5 corridor. For some time we have needed someone in central Oregon—the Salem-Albany area—to relieve Rita, who is covering that area as well as her northern Oregon district. At this time we have just three district directors when we should have a minimum of five. Deputies would help relieve the burden, so it wouldn't have to be demanding on one person.

You wouldn't be turned loose without training. And we start you out easy! Send Rita or Jane an email (see Directory on page 2) if you'd be willing to help in some way. We'll keep our computers on!

Help Wanted

**MH/OSTA Board Members,
District Directors, Deputy Directors**

Contact Rita Loberger or Jane Capron
(See page 2 for contact information)



With continued member support and staffing funded by grants, MH/OSTA can finish what it started over 30 years ago.

RIGHT²KNOW

ORS 90.412 Waiver of Termination of Tenancy

Note: A summary appears at the end of this statute.

/

90.412 Waiver of termination of tenancy. (1) As used in this section and ORS 90.414 and 90.417, “rent” does not include funds paid to a landlord:

(a) Under the United States Housing Act of 1937 (42 U.S.C. 1437f).

(b) By any other local, state or federal housing assistance program.

(2) Except as otherwise provided in this section, a landlord waives the right to terminate a rental agreement for a particular violation of the rental agreement or of law if the landlord:

(a) During three or more separate rental periods, accepts rent with knowledge of the violation by the tenant; or

(b) Accepts performance by a tenant that varies from the terms of the rental agreement.

(3) A landlord has not accepted rent for purposes of subsection (2) of this section if:

(a) Within 10 days after receipt of the rent payment, the landlord refunds the rent; or

(b) The rent payment is made in the form of a check that is dishonored.

(4) A landlord does not waive the right to terminate a rental agreement for a violation under any of the following circumstances:

(a) The landlord and tenant agree otherwise after the violation has occurred.

(b) The violation concerns the tenant's conduct and, following the violation but prior to acceptance of rent for three rental periods or performance as described in subsection (2) of this section, the landlord gives a written warning notice to the tenant regarding the violation that:

(A) Describes specifically the conduct that constitutes the violation, either as a separate and distinct violation, a series or group of violations or a continuous or ongoing violation;

(B) States that the tenant is required to discontinue the conduct or correct the violation; and

(C) States that a reoccurrence of the conduct that constitutes a violation may result in a termination of the tenancy pursuant to ORS 90.392, 90.398, 90.405 or 90.630.

(c) The violation concerns the tenant's failure to pay money owed to the landlord for damage to the premises, damage to any other structure located upon the grounds, utility charges, fees or deposits and, following the violation but prior to the acceptance of rent for three rental periods or performance as described in subsection (2) of this section, the landlord gives a written warning notice to the tenant regarding the violation that:

(A) Describes specifically the basis of the claim and the amount of money owed that constitutes the violation;

(B) States that the tenant is required to correct the violation by paying the money owed; and

(C) States that continued nonpayment of the money owed that constitutes a violation may result in a termination of the tenancy pursuant to ORS 90.392.

(d) The tenancy consists of rented space for a ma

nufactured dwelling or floating home as described in ORS 90.505, and the violation concerns:

(A) Disrepair or deterioration of the manufactured dwelling or floating home pursuant to ORS 90.632; or

(B) A failure to maintain the rented space, as provided by ORS 90.740 (2), (4)(b) and (4)(h) and (i).

(e) The termination is under ORS 90.396.

(f) The landlord accepts:

(A) A last month's rent deposit collected at the beginning of the tenancy, regardless of whether the deposit covers a period beyond a termination date;

(B) Rent distributed pursuant to a court order releasing money paid into court as provided by ORS 90.370 (1); or

RIGHT²KNOW Cont

(C) Rent paid for a rent obligation not yet due and paid more than one rental period in advance.

(5)(a) For a continuous or ongoing violation, the landlord's written warning notice under subsection (4)(b) of this section remains effective for 12 months and may be renewed with a new warning notice before the end of the 12 months.

(b) For a violation concerning the tenant's failure to pay money owed to the landlord, the landlord's written warning notice under subsection (4)(c) of this section remains effective for 12 months from the date of the tenant's failure to pay the money owed.

(6) A landlord that must refund rent under this section shall make the refund to the tenant or other payer by personal delivery or first class mail. The refund may be in the form of the tenant's or other payer's check or in any other form of check or money. [2007 c.906 §27; 2013 c.443 §7; 2015 c.388 §4]

90.414 Acts not constituting waiver of termination of tenancy; delivery of rent refund. (1) If a notice of termination has been given by the landlord or the tenant, the following do not waive the right of the landlord to terminate on the notice and do not reinstate the tenancy:

(a) Except when the notice is a nonpayment of rent termination notice under ORS 90.394, the acceptance of rent if:

(A) The rent is prorated to the termination date specified in the notice; or

(B) The landlord refunds at least the unused balance of the rent prorated for the period beyond the termination date within 10 days after receiving the rent payment.

(b) Except if the termination is for cause under ORS 90.392, 90.398, 90.405, 90.630 or 90.632, the acceptance of rent for a rental period that extends beyond the termination date in the notice, if the landlord refunds at least the unused balance of the rent for the period beyond the termination date within 10 days after the end of the remedy or correction period described in the applicable notice.

(c) If the termination is for cause under ORS 90.392, 90.398, 90.405, 90.630 or 90.632 and proceedings have commenced under ORS 105.105 to 105.168 to recover possession of the premises based on the termination:

(A) The acceptance of rent for a period beyond the expiration of the notice of termination during which the tenant remains in possession if:

(i) The landlord notifies the tenant in writing in, or after the service of, the notice of termination for cause that the acceptance of rent while an action for possession is pending will not waive the right to terminate under the notice; and

(ii) The rent does not cover a period that extends beyond the date the rent payment is accepted.

(B) Service of a nonpayment of rent termination notice under ORS 90.394.

(2) The following do not waive the right of the landlord to terminate on a notice of termination given by the landlord or the tenant and do not reinstate a tenancy:

(a) The acceptance of a last month's rent deposit collected at the beginning of the tenancy, whether or not the deposit covers a period beyond a termination date.

(b) The acceptance of rent distributed under a court order releasing money that was paid into the court as provided under ORS 90.370 (1).

(c) The acceptance of rent paid for a rent obligation not yet due and paid more than one rental period in advance.

RIGHT²KNOW Cont

(3) When a landlord must refund rent under this section, the refund shall be made to the tenant or other payer by personal delivery or first class mail and may be in the form of the tenant's or other payer's check or in any other form of check or money. [2007 c.906 §28]

90.415 [Formerly 91.830; 1991 c.62 §1; 1995 c.559 §30; 1997 c.577 §24; 1999 c.603 §27; 1999 c.676 §16; 2001 c.596 §34; 2003 c.658 §4; 2005 c.22 §62; 2005 c.391 §21; repealed by 2007 c.906 §30]

90.417 Duty to pay rent; effect of acceptance of partial rent. (1) A tenant's duty regarding rent payments is to tender to the landlord an offer of the full amount of rent owed within the time allowed by law and by the rental agreement provisions regarding payment. A landlord may refuse to accept a rent tender that is for less than the full amount of rent owed or that is untimely.

c.906 §29; 2011 c.42 §8a]

(2) A landlord may accept a partial payment of rent. The acceptance of a partial payment of rent in a manner consistent with subsection (4) of this section does not constitute a waiver under ORS 90.412 (2)(b) of the landlord's right to terminate the tenancy under ORS 90.394 for nonpayment of the balance of the rent owed.

(3) A landlord and tenant may by written agreement provide that monthly rent shall be paid in regular installments of less than a month pursuant to a schedule specified in the agreement. Installment rent payments described in this subsection are not partial payment of rent for purposes of this section.

(4) The acceptance of a partial payment of rent waives the right of the landlord to terminate the tenant's rental agreement under ORS 90.394 for nonpayment of rent unless:

(a)(A) The landlord accepted the partial payment of rent before the landlord gave a nonpayment of rent termination notice under ORS 90.394 based on the tenant's agreement to pay the balance by a time certain and the tenant does not pay the balance of the rent as agreed;

(B) The landlord's notice of termination is served no earlier than it would have been permitted under ORS 90.394 had no rent been accepted; and

(C) The notice permits the tenant to avoid termination of the tenancy for nonpayment of rent by paying the balance within 72 hours or 144 hours, as the case may be, or by any date to which the parties agreed, whichever is later; or

(b) The landlord accepted a partial payment of rent after giving a nonpayment of rent termination notice under ORS 90.394 and entered into a written agreement with the tenant that the acceptance does not constitute waiver. The agreement may provide that the landlord may terminate the rental agreement and take possession as provided in ORS 105.105 to 105.168 without serving a new notice under ORS 90.394 if the tenant fails to pay the balance of the rent by a time certain.

(5) Application of a tenant's security deposit or prepaid rent to an obligation owed to a landlord in foreclosure under ORS 90.367 does not constitute a partial payment of rent.

(6) Notwithstanding any acceptance of a partial payment of rent under subsection (4) of this section, the tenant continues to owe the landlord the unpaid balance of the rent. [2007

RIGHT²KNOW Cont**Waiver Summary**

In law, to waive means to give up a known right. Chapter 90.412 says a landlord waives (gives up) the right to terminate a rental agreement for a rule or a law violation if during three or more separate rental periods following notice of the violation, he accepts your rent knowing you are still thumbing your nose at the rule.

Waiver means if your rental agreement or rules say you can't park your RV on the street and the landlord knows you're parked on the street and takes your rent for three months, you can continue to park your RV on the street and your landlord cannot evict you for violating that rule.

Waiver means if you keep your bicycle on the front porch when the rules say you're not supposed to and the landlord accepts your rent for the next three months, you can continue to park that bike on the porch.

Waiver means if you have an lounge chair or a refrigerator for your beer by your front door and the rules say no indoor furniture may be kept outside your house and the landlord knows about it and still accepts your rent for three rental periods, he has again waived his right to evict you or force you to keep your chair and beer in the house.

Look around your park. How many people have been getting away with breaking a rule or provision of their rental agreement for over three months and still show no sign of moving? Probably the landlord has waived the rule for them. That doesn't mean the rule is waived for you, however. These waivers come on a on-by-one basis.

There are exceptions, so be careful. If the landlord refunds your rent within 10 days of your paying it, that doesn't count as waiver. If you bounce the rent check or tell the landlord you won't break the rule any more, those don't constitute waiver, either.

Also, if your violation concerns your conduct and before the three months have passed, the landlord gives you a written warning about the violation telling you to behave and not do it again, he hasn't waived his right to evict you. If the conduct is ongoing and continuous violation, such as parking your RV on the street, the warning notice is good for 12 months and can be renewed.

If the violation concerns disrepair or deterioration of your manufactured house, a failure to dispose of garbage, waste, filth, rodents, etc., or failure to water, mow, or prune the rented space (ORS 90.740 (2), (4)(b) and (4)(h), the waiver doesn't count and the landlord hasn't waived his right to terminate your rental agreement. **This is the point the landlords want included in SB 880, which was dropped from the coalition bill. Instead SB 227 defines disrepair and deterioration.**

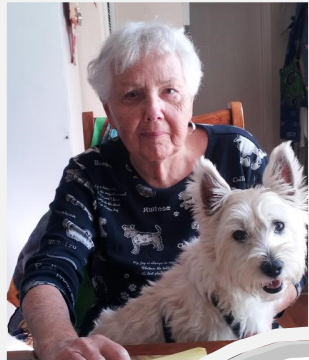
If the violation concerns acts that are serious, such as seriously threatening substantial injury to the manager, selling drugs, soliciting, or having a vicious pet (90.396), all bets are off and you're outta there in 24 hours.

And if you paid the last month's rent when you moved in, that doesn't count as one of the three rental periods. Nor will it if you pay a month's rent ahead of time

Thoughts on Aging

An Organ Recital

Have you noticed how many elderly friends or neighbors, like to treat you to an organ recital? This is when they start with one ailment, continue about that one, or move on to another, and another, and—you get the picture.



For example, I would tell you that my arthritic knee isn't any better, despite the shot I got last December which is supposed to simu-

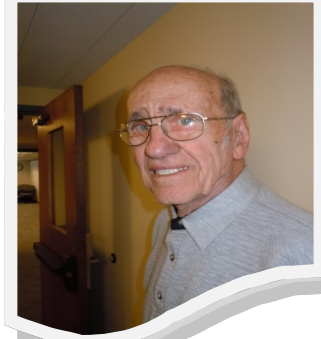
late synovial fluid in the joint and make movement more comfortable. Then I would tell you how the condition of my knee has influenced the way I walk, and this has resulted in poor posture and the formation of a "dowager's hump" or kyphosis, which is irreversible. Then I would go on about how Arther-It is has come to live permanently in my fingers, and how my neuropathy in the feet seems to have moved up to my hands, which get numb at night as well. If you hadn't fallen asleep by then (or hung up on me), I would then go on to tell you about my dog and her diabetes and dry eye and cataracts, and how her bark really bothers my ear, and I only have one working ear and even that one has some loss.

Would you really want to hear and know all this? What good is it going to do you? Does it really help me to quantify my ills and share my unhappy story with you? Is this going to make us feel closer together?

Next time someone (or you!) begins with an organ recital, stop and say "Oh, another organ recital! I just went to one, and I am not really up for another." That way you may keep that friend or family member, who will undoubtedly be more loving toward you when they don't have to listen to another recital of your ailments.

Nine Important Facts to Remember as We Grow Old

by Gus Daum



1. Death is the number 1 killer in the world.
2. Life is sexually transmitted.
3. Good health is merely the slowest possible rate at which one can die.
4. Men have two motivations: hunger and hanky panky, and they can't tell them apart. If you see a gleam in his eyes, make him a sandwich.
5. Give a person a fish and you feed them for a day. Teach a person to use the Internet and they won't bother you for weeks, months, maybe years.
6. Health nuts are going to feel stupid someday, lying in the hospital, dying of nothing.
7. All of us could take a lesson from the weather. It pays no attention to criticism.
8. In the 60's, people took acid to make the world weird. Now the world is weird, and people take Prozac to make it normal.
9. Life is like a jar of jalapeno peppers. What you do today may be a burning issue tomorrow.

Another Organ Recital

I've sure gotten old! I've had two bypass surgeries, a hip replacement, new knees, fought prostate cancer and diabetes. I'm half blind, can't hear anything quieter than a jet engine, take 40 different medications that make me dizzy, winded, and subject to blackouts. Have bouts with dementia. Have poor circulation; hardly feel my hands and feet anymore. Can't remember if I'm 85 or 92. Have lost all my friends. But, thank God, I still have my driver's license.

Memo from Marlena

Q: My neighbor's hot water heater is broken and she can't afford to get it fixed, so she comes over to my house to shower. Neighbors are complaining about that and the manager has told her to get the water heater fixed or she'll have to move out. She lives in an R.V. so doesn't have the rights I do, like to be given a reason for eviction, although it sounds like she's being threatened with eviction because of her broken water heater. If I don't mind her showering at my house, why should anybody else care? —I may be a male, but I'm not sexually interested in this neighbor. —Good Neighbor Sam



Dear Good Neighbor Sam,

It sounds like your neighbor is in a bit of “hot water” ☺ by relying on using your shower instead of getting her own hot water heater repaired. Apparently it's upsetting your neighbors to think that something morally wrong might be going on because you and your neighbor lady are of the opposite sex. Appearances can be deceiving, and peoples' minds can often be over-active!

Although it is generous for you to offer your neighbor the use of your shower, I think you would agree it is not a long-term solution to her problem, and not addressing that problem is just creating more problems for her. Her having to move out of the park would be a big problem!

Perhaps you could suggest that your neighbor lady consider contacting her local community mediation center to request a mediation with the park manager, who I assume is the one threatening eviction. In the meeting, the mediator would give both of them the opportunity to explain their situations and perspectives, brainstorm possible solutions, and come to a mutual agreement that would meet both their interests. One possible solution might be to contact local social service organizations to see if there were funds available for repairing the water heater. Many promising ideas may come up with several minds working toward a favorable outcome, and there is a good chance that a peaceful resolution would result—at no charge to your neighbor lady.

Q: Some of my neighbors are growing pot in their back yards. Our rules and regs don't say anything about marijuana growing or use of it. But the landlord is saying we can't. She says it has something to do with federal laws. I personally don't use the stuff, understand, and I don't like the way it stinks. What do you think? Should I be complaining, should I support the landlord, might the Feds come swooping in? Since growing and smoking pot is against federal law and we're all on Medicare in this park, are we breaking some law if we use pot? —Brownie Lover

Dear Brownie Lover,

The federal and state laws about growing and using marijuana are confusing, aren't they? And with the new Trump Administration, they may be changing again. From what I understand, you need to follow the Oregon laws and not worry about the Feds unless there is serious criminal activity involved*. Your local community mediation center would help facilitate a park-wide meeting to clear the air and come to an agreement about open use and growing of marijuana in your park. You would need to ask a lawyer to get specific legal advice, but to give you at least some helpful information I researched the internet and found the following info. You may want to do your own research, as well.

In November 2007, a California appeals court ruled that "it is not the job of the local police to enforce the federal drug laws." And in December 2008 the U.S. Supreme Court upheld the decision. The Supreme Court ruling affects 13 U.S. states with medical marijuana laws. Police departments throughout Oregon decline to press charges, or charges have been dropped for possessing and growing marijuana, even for convicted drug dealers.

"U.S. Supreme Court: State Medical Marijuana Laws Not Preempted by Federal Law". Salem-News. 2008-12-01. Retrieved 2008-12-17. https://en.wikipedia.org/wiki/Cannabis_in_Oregon

Continued page 13

Memo from Marlena Continued

U.S. Department of Justice (DOJ) Policy

Possessing, growing, and distributing marijuana is federally illegal, apart from a narrow exception for research. Meanwhile, dozens of states have taken a different approach, allowing marijuana for medical or adults' use, and the federal government's enforcement of its marijuana laws has relaxed. In 2013 DOJ outlined their enforcement policy with respect to states' medical marijuana and adult use laws. The cornerstone of this policy is its emphasis on state regulation. In the policy, the federal government focuses its efforts on * **eight federal enforcement priorities** and relies on state law enforcement authorities to manage areas that are not federal priorities.

Preventing the distribution of marijuana to minors;

Preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels;

Preventing the diversion of marijuana from states where it is legal under state law in some form from going to other states;

Preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;

Preventing violence and the use of firearms in the cultivation and use of marijuana;

Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;

Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and

Preventing marijuana possession or use on federal property.

<https://www.mpp.org/federal/federal-enforcement-policy-on-state-marijuana-laws/>

Sam's Space

My Gramma

Long long ago in a galaxy far far away, before electronics, my Gramma grew up. We often talk about things she did when she was a kid. Today I'm going to tell you about what she did when she said "I'm bored" and her mom got out the "Unbored stuff."

Do you remember doing these things? My Gramma had to show me how, because I didn't have a clue.

On hot summer days her mom would give her brother and her a jar with a little laundry soap powder and water, and a stick. They would sit on the porch and stir and stir and stir and stir... until it turned into foam like whipped cream. After all that work they got really excited when their mom asked them what color food coloring they wanted to mix in.



Their mom gave them each a big button and a length of string and told them to make a "whizzer." They threaded the string through the button holes and tied it to make a loop. Then they put the string loops around their fingers and spun the button while they pulled the string in and out.

My Gramma always had a bunch of her dad's handkerchiefs so she could make handkerchief mice. She would fold them and roll them and voila...mice..

If my Gramma complained too much, her Nona (grandmother) she would tell her to weed the asparagus patch.

Your homework for this time is to spend some time with your grandkids and tell them what YOU did to keep from getting bored. And I learned that I shouldn't say "I'm bored" to my Gramma..

TTYL, Sam



Consider Adopting a Pet

by *Richard Cosby, SongBrook MHP*

"If there are no dogs in heaven, then when I die I want to go where they went."

That Will Rogers quote sums up the love most of us have for man's best friend. Dogs give us their unconditional love and we are, according to many studies, rewarded with many health benefits, both physical and psychological.

The most obvious health benefit of course is that your dog will walk you, thereby keeping you from getting too stiff and lethargic. Having a dog around can improve your quality of life and boost your mental health in many ways. Having a canine companion will also widen your social circle. If I had not had the "dog walk excuse" to get me out, I would not have had the opportunity to meet the wide array of friendly residents and other dog owners who live in Songbrook, our over 55 manufactured home park in Eugene. And Zoe, our miniature poodle has met so many friends herself. If she sees one of her favorites a half block away, she will let me know that we've got to walk faster in order to get to the sniffing.

Have you considered adopting a pal recently? There are a couple of routes you can go: the first is the expensive route of buying a purebred dog from a breeder. Or you can help reduce the overpopulation of homeless and un-neutered dogs by adopting from either a shelter or a rescue group.

We adopted Zoe from Luvable Dog Rescue south of Eugene. They specialize in rescuing smaller dogs, which is something one should think about if you are not ready to walk a larger, vigorous pooch. Luvable rescues most of their dogs from high-kill shelters in southern California and a volunteer them up to their refuge of colorful dog cottages south of Eugene. In Salem there is Tiny Treasures Rescue which is an all-volunteer group with no facilities, so all their adoptable small dogs are in foster homes until you take them home.

If you're hesitant to adopt because you're worried about how to care for a dog, just remember that most of it will come instinctively, like having a baby for the first time. Your self-confidence in your ability to care for your dog will grow with each passing day.

Also remember, when you adopt from a rescue or shelter you are not making just one life happier, but three: your new dog, the pup that will take your adoptee's room in the shelter, and yours.

What You Didn't Know about Pets

Last year people spent almost \$63 billion on pets. Two-thirds of all dog owners consider their pet's comfort when buying a car and, as with a child, a pet's "best interest" when getting a divorce. The good news is that people who've had pets for at least five years go to the doctor less than others. For \$12, you can also buy your cat a bottle of Pinot Meow "wine," a mix of catnip and coloring, and never have to drink alone. —from studies reported by Katherine Riley in *The Atlantic*.



Poets' Place

Baptizing Hole Revenge

Papa sez never go fishing downstream

from where Reverent Billy Bob does his baptizing.

Something bout catching a cat fish
that's been eating them sins
what got washed away.

I paid no never mind; worms
and cane, bobber, too.

Kicked back to swat skeeters.

Caught me one awful big cat.

Gutted and skinned him out
as a special gift

for Miz Utley who flunked me
in seventh grade English class.

—Dewell H. Byrd

If You're Asked to Sign a NEW Long-term Rental Contract

from Matthew Johnson, Attorney and OSTA Board Member

I have been receiving lots of calls (about ten in the last two or three weeks) about park owners trying to coerce tenants into signing NEW long term rental agreements. Unfortunately I have not been tracking which parks, until now. I have heard that many residents have been threatened with greater rent increases if they refuse to sign these new rental agreements. They are told if they sign these new contracts rent increases will be limited to 4 to 5%, depending on the length of the contract; this is false.

I had the "pleasure" of spending about two hours reviewing one of these leases being promoted by IPG, aka the Fedderer group. Despite verbal promises that this lease limits rent increases to 4-5%, that is not what the lease says.

And for a nice send off, there is a built-in increase of 25% when you sell your home—a real selling point. The contract also, of course, says that the landlord is not bound by any verbal promises made prior to signing, so even if landlords promise or guarantee you something, they are not bound by that promise. Verbal promises/modification made after you sign may be enforceable.

This document contains many unlawful provisions, typos, references to nonexistent paragraphs and the absolute harshest terms I have ever seen in a rental contract. There is even a section addressing future laws concerning rents. If I had expressed any hesitation recently about signing these, I will now say unequivocally DO NOT SIGN such document under any circumstances. And, please document any promises about them you hear from managers or owners with the date, time, place, who made the promise and to whom. So, document any threats (or promises or innuendos) made of rent increases if someone does not sign this new rental agreement. This appears to be a new scourge spreading across the state and it is in the interest of park tenants to try and stop it.

I do not know how many of the people I have talked to recently about this live in IPG parks. IPG may be the only owner trying to do this at this point; I don't know. If others are not doing this now, I have no doubt they will soon.



An Inspector's List of the Most Important Things to Check in a Manufactured Home Inspection

- The marriage line inside the home for alignment with the other half.
- The pier spacing, condition, over-extended jack heads, and wood pads with large cracks.
- That utilities are supported and not resting on the ground.
- That the moisture barrier is properly installed and is without any tears or sections missing.
- For soft spots on particle board flooring throughout the home.
- The water heater and the furnace area's flooring as they get damaged easily.
- For Modulux ceiling panels that are sagging (caused by broken 1" x 2" or 2" x 2" rafter).
- To see if the roof structure is sagging.
- For "crowning" (some homes have 4' to 5' outriggers causing outside edges to sag from the weight).
- Toilets that might be loose at the plastic flange.
- Squeaky floors caused by loose sub flooring, loose pier, or a loose lag at a joist frame connection.
- For damaged or missing molding throughout home.
- Your smoke alarms.

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MH/OSTA
Manufactured Housing / Oregon State Tenants Association

We are your neighbors.

MH/OSTA Vision

Be the place that the owner of a home in any Oregon manufactured home park:

- Calls for help and directly, or by knowledgeable referral, receives the help they need.
- Trusts to protect and enhance the security, affordability, and quality of their housing choice.

MH/OSTA Mission

Continue to grow a membership network of park homeowners who are increasingly better organized and able to provide and promote:

- Ready access to park homeowner education and information;
- Awareness, protection, and development of park homeowner rights;
- Connection to park homeowner support services provided by others;
- Preservation of manufactured home ownership as affordable housing.

***We are stronger together
than we are alone.***



MH/OSTA
PO Box 24958
Eugene, OR 97402

If a friend or neighbor gave you this copy of THE
MH/OSTA MEMBERSHIP APPLICATION

osta **REVIEW**

And you would like to start receiving a quarterly copy, it's easy!
Just become a member of MH/OSTA, for \$30 a year (the equivalent of \$2.50 a month) you'll get the OSTA Review, plus a whole lot more!

Join your neighbors today!



YES!

I want to join my neighbors to protect my rights as a homeowner.

☐

NEW MEMBER

☐

RENEWAL

☐

ASSOCIATE MEMBER

PLEASE PRINT. Please note that we respect your privacy. Your personal information is used for membership purposes only. We do not sell or share your information with any other business or organization.



<http://mh-ostablog.blogspot.com/>

MEMBER NUMBER

LAST NAME

FIRST NAME

NAME OF SECOND PERSON IN HOUSEHOLD

MAILING ADDRESS (if different from your home address)

HOME ADDRESS/SPC/CITY/STATE/ZIP

PHONE WITH AREA CODE

2nd PHONE WITH AREA CODE

EMAIL ADDRESS NOTE: Providing your email address enables us to communicate with you inexpensively. Again be assured that your information is never sold or shared.

MANUFACTURED/MOBILE HOME PARK NAME

Would you like to receive your OSTA Review via e-mail? ☐

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