



# THE osta

## Quarterly Review

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### OSTA Spotlight— Bob Cottriel



Bob is our new Southern Oregon District Director and state board member.

When you folks in

Roseburg and areas south call the 800 number for advice, Bob is the one who will probably return your call and try to help you out. He comes to us with a history of work in the engineering and manufacturing industry and in the late 1980s participated in workshops put on by the Department of Defense and the National Security Industrial Association to improve national security on mobilization and industrial responsiveness. He received commendations for his contributions.

Bob is president of Westlake Village MHP in Grants Pass, where he lives with his wife, Jeannie. Just last year he was instrumental in establishing the new chapter, which continues to grow with over 50 members at last count. He has recently been working with residents of Table Rock MHP in Medford, and has recruited close to 50 members there. We are privileged to have his volunteer services for the benefit of all residents in manufactured home communities.

## Come to the State Convention

We will be convening at The Village Green in Cottage Grove, this year on Saturday, October 27, for both serious business and informal camaraderie. The cost has been lowered to \$15 per person for those who register by Oct. 17. A soup and salad bar luncheon will be provided. Rita Loberger and Nancy Inglehart, co-chair, have planned a program that will include conversations with Rep. Pam Marsh from Jackson County, and Laurie Hauber, Lane County legal aid attorney with the Oregon Law Center.

Registration will begin at 10 a.m. with the business meeting starting at 10:30 and adjournment expected by 4 p.m. The main item of business will be election of directors. Because we can have as many as 17 people on the board, we hope some of you will be interested in becoming directors. If so, contact Rita or mail a resume to our P.O. box as soon as possible so we can share your interest at our next board meeting on Sep. 19. We will also have the Helping Hands Silent Auction again, so we welcome your baskets and auction table items and hope you'll be generous in your bidding on them.

See p. 15 for the reservation form and directions. A block of 10 rooms have been reserved for our members at a reduced rate. You must make your own overnight reservations.



**Lloyd Serkowney, Ken Capron, and Ray Mahoney**, OSTA members at Song-Brook MHP, say they're ready for the state MH/OSTA convention in Cottage Grove. For months these intrepid geezers have been pedaling around the back streets of Eugene to get in shape. After all, it's a 30-mile trip from Eugene to Cottage Grove. We really appreciate people like them who make a special effort to attend. We hope you make a special effort, too. But watch out for those tricycles—ooga ooga beep beep!



**MH/OSTA**  
Manufactured Housing / Oregon State Tenants Association

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## *From the Editor...*

**A Real Deal for Chapter Presidents:** The state MH/OSTA board voted at their July meeting to give free memberships to OSTA chapter presidents. Of course we can't do that unless we know who the presidents are. You can email me the name of your chapter president at [capron.jane@gmail.com](mailto:capron.jane@gmail.com) so that we can extend the membership a year past the renewal date. Let me know when you elect a new president since this offer is for the current president only. What we expect in return, of course, is a quarterly summary of your chapter activities, mainly so we can share your activities in the OSTA Review.

**Martha Walters has been chosen to serve as Chief Justice of the Oregon Supreme Court.** She is the first woman to lead the state's highest court and one of only five women chief justices in the country. Justice Walters practiced law in Eugene until she was appointed to the Supreme Court in 2006 and subsequently won two elections by voters. Furthermore, she is the wife of our own **John VanLandingham**. Our buttons are bursting with pride.

—Jane



## notes in Our Mail box

Thank you for OSTA! —*The Northcutts, Westlake Village, Grants Pass*

[I read an] article in the Statesman Journal the end of June on the eviction bill. I see John is still at the capitol for "us." I'd appreciate [copies of] the last 2-3 OSTA Reviews so I can try to catch up some. It's been so long and [I've had] many moves. Is there anyone in Salem that'd be a contact for me?

—Susan DeLateur

(Ed. 's note: Susan was Salem area District Director, until retirement in Spring, 2012. Welcome back, Susan! I think you've heard from Wayne Weber, the current Salem area District Director.)

I for one appreciate the return address envelope you enclose [with renewal notices]. Shouldn't the receipt be sized to fit in it?

—Bruce McLaren, Western Carriage, Medford

(Ed. 's Note: A good idea, Bruce. Thanks. The revised renewal notices started going out with the reminders to those due to renew August 1. The return portion now fits better in the return envelope. It was a simple change, but it took a great mind to come up with the idea!)

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## From The President...

*Rita Loberger*



Goodness, September already. Hope you enjoyed our toasty summer and all Oregon has to offer. Now we gear up for the fall activities. Be sure to place our yearly OSTA convention on your calendar for Sat. October 27. We'll be meeting in Cottage Grove again this year and look forward to seeing you there. Our theme this year will be "Discover." We have confirmation that Rep. Pam Marsh, District 5 Representative from Jackson County, will be our keynote speaker. Jane has worked with the Village Green office to make some over-night rooms available at a reduced rate for OSTA attendees.

Lunch again will be served as a break in the day. They always do a great job. Our business meeting will begin at 10:30 following the 10 a.m. check in time. We have directors to elect with a few more seats available on our board. Those wishing to apply please send in your names and resumes to be included on our agenda. We are asking chapters to again bring items for the auction table with the donated monies going for the Helping Hands project we offer to members. The price this year is \$15 per person and the sign-up sheet can be found in this issue of the Review.

Let's make this a BIG year and "Discover" how we can make MH/OSTA grow and become a brand to be recognized.

Rita

## Is This Man Your Landlord?

Brian Fitterer is a California real estate entrepreneur and owner of several manufactured home parks and apartment complexes in Oregon. He was featured in a recent Willamette Week article that said Fitterer's PAC spent \$90,000 this spring in an attempt to defeat Shemia Fagan of Clackamas, candidate for the state's District 24 Senate seat. Despite the campaign commercial, Fagan won the primary. It is thought that the reason \$90,000 was spent trying to defeat her is because she wants to overturn Oregon's statewide ban on rent control.

According to the article, John DiLorenzo, co-moderator of the Oregon Landlord/Tenant Coalition and director of the More Housing Now PAC, has said that landlords like Fitterer know "first-hand the destructive impacts of rent control and do not want the same thing to happen in Oregon." The article went on to say that the More Housing Now PAC received \$100,000 from 40 separate limited liability companies that all had the same Irvine, California, business address, the one Fitterer uses on his company paperwork.

In 2013 The New York Post called Fitterer the "California trailer-park king turned swimsuit designer." In 2011 he was a judge of the swimsuit category of real estate developer Donald Trump's Miss USA competition. All the contestants wore Fitterer bikinis called Kandy Wrappers. His official judge's biography listed his net worth at half a billion dollars. Those who favor some sort of rent control feel California landlords won't suffer if they allow some caps on rents. Actually it seems possible that they'd save money by not donating thousands of dollars to PACs trying to defeat rent relief.



## Chapter News

### Lee's, Eugene

*from Joan Stern, Chapter President*

We are still having Bingo the first Thursday of every month from 1 to 3 p.m. You don't have to live in our park to come and play regular games for prizes and special games for a 50-50 split on the money taken in. We have snacks to eat that sell cheap. It is a lot of fun.

In July we enjoyed our annual "picnic in the park." The management furnished the burgers and hot dogs and the attendees furnished the rest of the food.

We have new park management as after 13 years our last manager retired to tour the country. We wish her and her "other" the best of times. So far, things are going great with the new manager. She is very experienced in managing mobile home parks.

The officers of Lee's chapter are looking forward to the state meeting and seeing old friends. Hopefully we will be able to bring some regular members as well.

### Summer Oaks, Eugene

*Lane County Bus Service Information*  
*from John Rutledge, Chapter President*

John Ahler, a representative of the Lane Transit District, recently met with residents of Summer Oaks and helped us fill out applications for free senior bus passes. Within a few days, our passes, complete with identifying photos, were mailed to us.

In addition to signing residents up for the service, he told us how to access the LTD website via a mobile device to get a 'real time' report of where the bus you want is located and its predicted arrival time at your stop. It will also give real time updates regarding trip delays, such as road construction, accidents or weather which may delay service, making it much easier to determine how quickly you need to arrive at the bus stop. The web site will also provide recommendations for route planning, if needed. Specialized transport, which in some cases may include a small fee, is also available through LTD. People over 70 can also apply at the LTD office located at Eugene Station across from the downtown library. If your Lane County MH park would like a presentation on bus passes and assistance with sign-up, call 541-682-7432.

### Briarwood, Eugene



Officers of the newly reactivated Briarwood OSTA chapter, left to right back, are **Viki Mayberry** and **Mona Van De Hey**, members-at-large, **Marilee Detwiler**, vice-president, **Susan Baker**, secretary-treasurer, and front, **Jean Moffatt**, president, and **Gwen Garey**, member-at-large. One of our oldest OSTA chapters, Briarwood became inactive some years ago. We are pleased that this group has stepped forward to lead the chapter in its renaissance.

### Falcon Wood Village, Eugene

*from Carene Davis-Stitt, Chapter President*

We held a community-wide yard sale on July 28-29. Twenty-eight homes participated. A couple of hundred cars drove through our village looking for bargains. Our homeowners association board had it all well organized and traffic efficiently controlled. Fun was had and money was made!

*Left: Patty Dauster greeting our guests.*

*Below: MH/OSTA Board Member Sheryl Lampman & husband, Mike, showing their wares.*

*Below left: Shoppers seeking bargains.*

*Below right: Sharon Moore and special treasures.*



## Golden Oaks, Springfield

*from Diane Scott, Chapter President*

Our summer park news is that we have a herd of about seven deer including five babies that come every day for breakfast and dinner. Their favorite dish is roses but they will eat anything that is nice and tender.

## Westlake Village, Grants Pass

*from Bob Cottriel, Chapter President*



Our old clubhouse water feature was producing 60 gallons per minute over one waterfall. The newly rebuilt feature is producing 450 gallons per minute over five waterfalls.

The landscapers placed the boulders, mixed concrete in five-gallon buckets, and set and sealed every crack and crevice. They dug through roots and rocks, cutting and gluing, to install the plumbing, valves, and vacuum breakers. To regulate how the water was to flow to each waterfall, they installed heavy pumps and control devices into underground tanks.

There were no drawings of the original underground system, so the landscapers had to design a new, re-routed system that took hours of electrical and hydraulic engineering. Now, with new plantings to soften the look, we are proud of this beautiful addition to Westlake Village.

## Littlebrook, Roseburg

According to the latest "Littlebrook Legend" newsletter, the park has a productive Committee of 7 and many activities for residents, like movie and game nights, Bible study, potlucks and ladies luncheons, crafts, and exercise. What they haven't yet got is an OSTA Review reporter. Who will it be, we wonder?

## Gainsborough, Eugene

*from Kay Riordon, Chapter Representative*

Our community now sports a fresh front gate logo and many other community improvements such as signs to caution drivers of ducks crossing our roads, restriping of parking areas surrounding our clubhouse, restocking our "River Avon" with fish, adding caution striping at intersections, trimming the trees and plants lining our walking trails and waterway. We think the improvements all make our community a fine place to call home! Visit us when you are in the area, and check out our website ([www.gainsboroughhomes.com](http://www.gainsboroughhomes.com)) for more news, photos, and the GainTime newsletter.

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Several Americans have been seen sneaking into Canada. Canada's Prime Minister has made the decision to build a wall.

(from The Littlebrook Legend)



## Legal Gal...Laurie Hauber



*Laurie Hauber is new to Oregon and recently joined Lane County Legal Aid/Oregon Law Center to focus on affordable housing issues. She has practiced community and economic development law for much of her legal career. Here and in future issues she will respond to some of the legal questions you ask of MH/OSTA. With Laurie as our legal advisor and Marlena Bertram continuing as our mediation advisor, The OSTA Quarterly Review is*

*your front-line source of information on MH park issues. Send your questions to either our P.O. box or to your district director (see Directory on p. 2).*

### Overnight Guests: How long can they stay?

*by Laurie Hauber*

It may come as a surprise to learn that ORS chapter 90 is silent on this issue. There is nothing in the Oregon residential landlord and tenant statute that limits the number of nights each year a person who is not a party to the lease agreement can stay. Many rental agreements, including standard forms that are used by large park owners with multiple properties, restrict overnight stays to 14 per year.

For parks that have this 14-day limit or one that is similarly restrictive, ORS 90.275, "Temporary Occupancy Agreement," offers a potential solution. Under this statutory provision, the landlord may allow an individual to stay for an extended period of time if the landlord, resident, and guest enter into a temporary occupancy agreement in writing. The landlord can screen only for conduct and a criminal record, not for income level and credit history under this arrangement. The landlord may terminate a temporary occupancy agreement and compel the guest to leave only if there is a material violation of the agreement by the guest. The resident may terminate the agreement for any reason. While this is a possible avenue with some park owners, the statute does not require landlords to offer this option to residents.

A recent circuit court decision in Clackamas County may lead some parks to change their rules regarding overnight guests. This court case involved a physically ailing resident in a 55 or older park, and her adult son and his girlfriend who were her sole caregivers. The landlord sent the mother a for-cause eviction notice for allowing the son and his girl-

friend to occupy the home for several months without the landlord's permission. The notice gave the mother 30 days to permanently remove the son and his girlfriend from her home. The judge ruled that the park's requirement that overnight visitors be approved as additional residents if they stay beyond 14 days in a year is, "unreasonable, obscure and empowers [l]andlord excessively to [t]enant's detriment."

Another notable part of this case was that the park's overnight guest policy in its rules & regulations was less restrictive than the 14-day overnight limitation in the rental agreement. The rules & regulations permitted visitors to stay longer than two weeks provided they registered with the property management company and paid a monthly fee. Because both parties had not agreed in writing that the overnight policy in the rules & regulations would be followed, the court ruled that the more restrictive provision in the rental agreement prevailed.

This case is a trial court decision and does not hold any legal precedent beyond this one particular park. While this means that other landlords do not have to follow this ruling, it could influence other landlords' decision-making. Based on this ruling, residents, through their OSTA chapter or Committee of 7, could encourage landlords to change the overnight guest rule by amending the rental agreement. Or, if the overnight guest requirements are in the park's rules & regulations, the park could seek a change by following the proposed rule change process set forth in ORS 90.610.

Because the ruling in this case only applies to the park in question, it does not give residents in other parks the legal right to ignore the existing rules regarding overnight guests. Doing so can still lead to a 30 day for-cause eviction notice. If the rental agreement and/or the accompanying rules and regulations contain this 14-day limit, it is important to seek written approval by the landlord in advance for family members or other visitors who will exceed this limit.

If you feel the overnight guest policy in your park is overly restrictive, if the landlord is not adhering to its own rules regarding overnight guests, or if there is a conflict between the rental agreement and the park's rules & regulations, you should contact a lawyer or your district OSTA representative for more information.



# RIGHT<sup>2</sup>KNOW

## ORS 90.

### Housing Rights for Manufactured Home Residents in Oregon

Prepared by Legal Aid Services of Oregon, Portland Regional Office, Updated July, 2017

*This is the final section of a series of Right 2 Know pages covering the rights of individuals who live in manufactured or floating homes which are owned by the resident, but which occupy space rented by the homeowner in a facility designated for that purpose. A "facility" is a place where four or more manufactured homes or floating homes are located. The information in this book does not apply to you unless you live in a facility where there are four or more spaces. Different laws apply to individuals who live in a manufactured home park but own a Recreational Vehicle and this information does not apply to their situation. The information has been edited slightly for space considerations and is reprinted with permission. This information is for general educational use only. It is not a substitute for the advice of an attorney. If you have a specific legal question, you should contact an attorney. This information is accurate as of July, 2017. Please remember that the law is always changing through the actions of the courts, the legislature, and agencies. There is a one -year statute of limitations on all claims brought under the Oregon Residential Landlord and Tenant Act. To sue your landlord for claims under this Act, you must file those claims in court within one year after you have been damaged.*

#### ABANDONED PROPERTY (ORS 90.675)

##### What Happens to Your Home After You Are Evicted or Move Out?

Your landlord must store your home and take good care of it for a specified period of time after you move out. In order to dispose of your home by selling or destroying it, your landlord must give you proper notice. If your landlord sells your home, he or she can recoup storage costs but cannot keep the profit. If you have an outstanding mortgage, your landlord must tell the lienholder before disposing of your home. The process of selling or destroying your home can only begin after:

1. Your rental agreement has expired and you have left, and your landlord reasonably believes that you have no intention to come back to claim or sell your home, or
2. You have left and been gone continuously for seven days after a court order saying you have to leave (but the sheriff has not been out to evict you), or
3. The sheriff forces you to leave your home after your landlord gets a court order requiring you to leave.

##### Abandoned Property Notice

Before your property can be disposed of, your landlord must give you a written notice. This notice must be mailed to you or delivered in person. If your landlord knows of a post-office box or a forwarding address for you, your landlord must make an effort to get a hold of you there. You should always leave your landlord with a forwarding address so that you can be contacted after you move out. The notice must:

1. Tell you that your landlord considers your home abandoned and intends to dispose of it.
2. Tell you that you have 45 days from the date of the notice to contact your landlord to reclaim your property.
3. Give an address or phone number where you can get in touch with your landlord to arrange to move your home.
4. Tell you that your home is stored on the original rented space.
5. Tell you that once you contact your landlord about moving your home, you have only 30 more days to move it or your landlord may sell/dispose of it.

**RIGHT<sup>2</sup>KNOW Cont**

6. Tell you if your landlord believes that your home is worth \$8,000 or less and your landlord intends to destroy rather than sell your home if you do not remove it yourself.

**Storing Your Home During The Notice Period**

During the notice period, your landlord must store your home on the original rented space and must exercise reasonable care for your property. Your landlord can charge you reasonable storage fees. These fees cannot be more than the rent you paid while you lived there. If you have been removed by the sheriff then your landlord cannot require that you pay storage fees before you take away your home and any other property. Otherwise, you may have to pay these fees before you move your home. Note that you still owe these fees in either case: if the sheriff has evicted you then you simply don't have to pay them before you move your mobile home.

Your landlord must make your property available for you to remove at reasonable times during the notice period, although your landlord can require that you make an appointment.

Your landlord can consider your home abandoned and it can be sold or destroyed if:

- You do not contact your landlord within the 45 day notice period, or
- You do not remove your home within 30 days of the time you do contact your landlord.

**Disposing of or Selling Your Home**

Whether your landlord will dispose or sell your home depends on how much your home is worth. If your landlord determines that your home is worth \$8,000 or less then it may be destroyed or otherwise disposed of without a sale. If your landlord plans to dispose of your home without a sale at the time your 45-day notice is given, the notice must state this intent. Contact a lawyer if you believe your landlord has disposed of a home worth more than \$8,000 without a sale.

Your landlord must try to sell your home if it is worth more than \$8,000. There are specific rules that govern how the sale must be handled. If your landlord has the right to sell your home, he or she can seek the title to your home by filing with the appropriate state agency. Your landlord must put public notice of the sale in a general circulation newspaper in the county where the sale will take place. The notice of sale must run at least one day a week for two weeks prior to the sale date, and it must include:

1. Your name.
2. That your home has been abandoned.
3. The address and space number where your home is located, along with the license or registration number of your home if known by your landlord.
4. Whether the sale is by private bidding or public auction.
5. Whether the landlord is accepting sealed bids, and if so, the last date on which bids will be accepted.
6. The name and telephone number of a person to contact to inspect your home.



**RIGHT<sup>2</sup>KNOW Cont**

Your landlord has to either mail you or personally hand you a copy of the published notice of the sale a reasonable time before the sale occurs. Your landlord must also mail the published notice of the sale to any lienholder before the sale occurs. If your home is sold, then your landlord may take out of the proceeds of the sale:

- Money to cover the cost of the notice, storage and sale,
- Money to cover any unpaid rent you owe, and
- Money to pay any unpaid property taxes.
- If there is a lien on your home, then any remaining proceeds will be paid to the lienholder.
- After all these deductions, any remaining money goes to you along with an accounting of all the deductions. Your landlord must make an effort to find you to pay any money left from the sale.
- If your landlord cannot find you, then the money will be given to the tax collector in the county where the sale was made, and if you do not claim it within three years it will be turned over to the county's general fund.

If there is no buyer for your home, your landlord may assume it is worth less than \$8,000 and dispose of it as described below. Otherwise, your landlord must attempt to return any profit to you.

If the county assessor says that your home is worth less than \$8,000 then your landlord may destroy the home or give it to charity or to someone unrelated to the landlord. The landlord cannot keep your home or benefit from it.

**1) Notice of What Will Happen to Your Home**

Your landlord must give you a 4- day notice that your home will be considered abandoned if you do not contact your landlord.

**2) When Your Home Is Abandoned**

Once your landlord has concluded that your home is abandoned, he or she can proceed to sell or destroy it.

**3) Returning Profit to You**

Your landlord may make deductions to cover certain debts, taxes, and sales costs, and must attempt to return any remaining profit to you.

**If your landlord sells or destroys your home without complying with these rules...**

Your landlord must follow these rules in order to sell or destroy your home. If these rules are not followed, then:

1. Your landlord cannot make damage claims for damage to the premises against you for the property, unless the damage was deliberate or caused by gross negligence.
2. You are not liable for unpaid rent.
3. You can sue your landlord for twice your actual damages. You can waive the rights described above in writing with your landlord and your lienholder. This agreement must be made in good faith, and your landlord cannot force you to waive these rights as part of the rental agreement.

**RIGHT<sup>2</sup>KNOW Cont****Answers to FREQUENTLY ASKED QUESTIONS posed as a test in the Summer Issue**

**Can my landlord come into my home, or onto the space I rent, without my permission?** Your landlord has no right to enter your home under any circumstances. Your landlord can come onto the rented space to serve notices, during emergencies or with proper notice. Emergencies can include things like repair problems which must be addressed immediately when the landlord makes an emergency entry. Your landlord must give you written notice within 24 hours of entering the rented space due to an emergency.

**My landlord gave me an eviction notice and told my mortgage company about it. Is that legal?** Yes, if anyone has a lien on your home and your landlord gives you an eviction notice, a copy can be given to the lienholder. If your landlord wishes to sell your home, your landlord is required to inform any lienholder. The lienholder will have certain rights to your home if it is to be sold or disposed of by your landlord. See “Abandoned Property” above.

**Can I organize with other residents in my facility?** If there is a residents’ union at your facility then your landlord cannot prevent you from holding meetings. These meetings can be in a private residence within the facility or in public areas. Your landlord can enforce reasonable rules about the time and place where these meetings occur. Your rental agreement cannot prevent you from organizing or joining a resident’s association. You also have the right to invite political speakers to talk at your facility, and to put up political signs on or in your home, subject to reasonable rules of the landlord.

**Can my landlord give preference to prospective residents who bought their homes from a particular dealer?** No, your landlord cannot give preference to prospective residents who bought their homes from a particular dealer. Nor can any dealer refuse to sell you a manufactured home unless you rent space for it from a particular facility.

**Entertaining Summer House Guests...****Watch a Manufactured House Be Built**

Just north of Albany at Millersburg (I-5 exit 235) is Palm Harbor Homes, a manufactured home factory offering guided tours at 10 a.m. Mondays through Fridays. The factory has been turning out two and a half double-wide homes a day since 1995 with 32 floor plans to choose from.

The 200 employees build the houses on “accutrack” platforms that roll through the four acres of the factory, where all work is done under the roof so that weather never affects the process. Wiring and plumbing are installed under the floors at the first stop of the assembly line. Then the linoleum and any outside decking is added. Carpeting is done after the houses are sited.

The concrete exterior siding has a 50-year warranty and is fire and moisture resistant. Some of the homes have nine-foot walls with seven-foot windows. Guides assure visitors that only quality parts and products are used in the homes and that walls and the roofs are fastened together with screws, not just nails, and roof shingles are nailed, not stapled.

Our guide told us that he has lived in his double-wide Palm Harbor home for 15 years, but it’s not in a MH park. He owns the land under his house.

—Jane



## Submetering Charges Confuse Many of Us

Jet Industries has installed many of the meters in parks that have switched to submetering, and we hear many questions and complaints from residents, especially about installation and billing charges. So when a breakdown of Jet's charges came across the editor's desk, we decided to share with our readers. Members of the Landlord/Tenant Coalition seem to be a bit confused also since discussion on possibly amending the submetering statute (Ch. 90.536-543) has been a Landlord/Tenant Coalition discussion topic ever since the bill was passed into law.

It is important for park residents to realize that third-party meter-reading charges are the only charges landlords can pass through and bill to tenants. It is the landlords responsibility/liability to cover costs of checking for problems in the system or for making repairs (See ORS 90.536 (2), (f), (3). Neither Jet Plumbing nor any other third-party meter-reading company is responsible for the cost of repairs. Nor are tenants responsible for these costs. Landlords can recover in the rent they charge tenants other operating or capital costs (see the list on the following page).

### **ORS Ch.90.531-90.543**

## Oregon Law on Submetering Water and Wastewater

### Background Information from John VanLandingham

1. Many MH parks were built in the 1980s or earlier, when water and wastewater services were cheap. As a result these parks typically recovered the cost of water in the rent charged to tenants, equally ( or "pro rata").
2. Water and wastewater service are no longer cheap and are likely to continue to increase in cost.
3. Until recently federal agencies treated park landlords who submetered water as regulated utilities, even though the water was being provided by a regulated utility to the park. Being a regulated utility adds significant cost and liability. That changed in the mid-2000s.
4. Submeters measure an individual tenant's actual consumption. This is fairer than charging each tenant the same amount, whether in the rent or by pro rata allocation, regardless of how much water that tenant uses.
5. Submeters are widely considered to cause tenants to use less water, somewhere in the 30 to 40 percent less range. Less water consumption also means less wastewater production.
6. Lots of policy makers support conservation of water.
7. Water is typically provided to a MH park with a master meter which measures the amount of water provided to the park. The landlord is then responsible for paying that cost, and for the water lines within the park that serve the individual spaces and the common areas.
8. Utility companies have not been willing to provide and maintain and bill for individual meters within a park. Some states require that, e.g., California.
9. According to the PUC, more than a quarter of all MH parks in Oregon are served by wells, not water utilities. Landlords who use wells are regulated as a utility, which means they have testing and reporting requirements.
10. The coalition first proposed legislation regarding submeters in 2005, at the request of landlords; that first bill allowed landlords to unilaterally amend rental agreements to switch to submeters. Since then the coalition negotiated and got adopted legislation regarding submeters in 2009 and 2011.

**The law generally:** To recover the cost of water, if the landlord is responsible for the delivery of water to the tenant's space, the landlord may (a) include the cost of the water in the rent or (b) use a utility billing charge if the cost is determined on a pro rata allocation basis or as measured by a submeter. ORS 90.532 (1) (b).

### **Also of Interest: Sewer Rates Set Yearly**

Adam Cook, president of Commonwealth, tells us that sewer charges are based on a winter average cost and remain the same for the rest of the year until the next winter average. Sewer rates are not based on monthly water consumption as that would be a violation of state law.



## Submeter Services Rate Sheet

### \_\_\_ Fully Managed Utility System – \$9.95 / Meter

- Best value – includes all services listed below

\*\*\*\*\*  
**Minimum requirement:**

#### \_\_\_ Basic Monthly AMR Rate – \$1.95 / Meter

- Automatic daily reads stored in our cloud database
- Automatic 24/7/365 monitoring for leaks, tampering, freezing, and backflow
- Email alert notifications (tampering, non-advancing, leakage/continuous usage)
- Individual tenant access to usage data and alerts via web portal and/or mobile app
- Monthly file export of reads sent electronically for bill production
- Master meter bill audits compared to submetered usage upon request
- Troubleshooting technical support for non-working meters

\*\*\*\*\*  
**Optional – check one or both:**

#### \_\_\_ Bill Production and Invoicing Add-on – \$2.95 / Meter

- Individual bill calculation and prepared invoices (paper and/or email delivery)
- Balance carry-forward (payments, late fees, etc)
- Online bill access and payment options
- Customer service call center

#### \_\_\_ Collections Services Add-on – \$0.85 / Meter

- Late fee assessment
- Past due account collection reminder calls (30-60 days past due)
- Mailed collection letters (90+ days past due)
- Payment arrangements

\*\*\*\*\*  
**Optional – check ONLY one:**

#### \_\_\_ Maintenance & Repair Program Level 1 – \$1.95 / Meter

- Repair or replacement of in-warranty equipment
- Discounted pricing and labor rate on out-of-warranty replacement equipment
- Advanced exchange on all meters and equipment
- Up to 4 service calls per year at no additional charge
- Proactive monitoring for non-working meters

#### \_\_\_ Maintenance & Repair Program Level 2 – \$4.95 / Meter

- All maintenance, equipment replacement, and truck rolls at no additional cost for the life of the contract





## HOW TO RESOLVE CONFLICTS

**WAIT:** First try to calm yourself. Wait until you feel calm enough to talk.

**TALK DIRECTLY:** Assuming that there is no threat of physical violence, talk directly to the person with whom you have the problem. Talking about a problem is usually much more effective than sending a letter or throwing things, or complaining to others. Tell the person that you would like to talk about solving your disagreement and ask when a good time would be for him or her to talk with you.

**CHOOSE A GOOD TIME:** Plan ahead and allow yourselves enough time for a thorough discussion. Don't begin talking about the conflict when the other person is busy or is distracted by other things. Try to talk in a quiet place where you can both be comfortable and undisturbed for as long as the discussion takes, or agree that you will talk for a certain amount of time.

**PLAN AHEAD:** Think out what you want to say ahead of time. Write down a few ideas if that will help you concentrate on the issues. Describe what the problem is and how you feel about it.

**DON'T BLAME OR NAME CALL:** Offending the other person only makes it harder for him or her to listen and understand your concerns. Don't blame the other person for everything or begin the conversation with your opinion of what should be done.

**GIVE INFORMATION:** Don't guess the other person's motive, such as "You are blocking my doorway on purpose just to make me mad!" Instead, give information about your own feelings: "When your backpack blocks the door, I get angry because I don't always see it in time and sometimes I trip over it going out the door."

**LISTEN:** Give each person a chance to tell his or her side of the conflict completely. Give yourself a chance to learn how the other person feels.

**SHOW THAT YOU ARE LISTENING:** Although you may not agree with what is being said, tell the other person that you hear her or him and are glad that you are discussing the problem together.

**TALK IT ALL THROUGH:** Once you start, get all of the issues and feelings out into the open. Don't leave out the part that seems too "difficult to discuss" or too "insignificant" to be important. Your solution will work best if all issues are discussed thoroughly. It may help to say that some parts of the conflict make you feel fearful or are hard to express. The other person may feel the same way.

**ACKNOWLEDGE AGREEMENT:** If there are points that you agree on, say so. Encourage the other to continue.

**WORK ON A SOLUTION:** When you have reached agreement in the discussion, start working out a plan for how the agreement will be carried out. Two or more people cooperating are much more effective than one person telling another what to do. Be specific: "I will turn my music off at 10 p.m." is better than a vague "I won't play loud music any more." Be willing to negotiate until each person is satisfied.

**FOLLOW THROUGH:** Agree to talk again soon to make sure that the agreement is still working, or use the same process to change the agreement or add to it.

(Guidelines courtesy of *Your Community Mediators of Yamhill County*, P.O. Box 444, McMinnville, OR 97128 (503) 435-2835)



## Old Timer by Gus Daum

## Thoughts on Aging



It happened again yesterday when I visited the grocery store. Twice while I was wandering the aisles, young ladies of 50 or 60 waved me ahead of them; I'm a man, the one who is supposed to be courteous. Then at the checkout stand, the cashier

called me Sweetie and Hon, asked if I needed help out. Getting downright embarrassing!

There's no question in my wakened mind that I'm an old guy. After all, I did military service in World War II. But it is easy to forget the number of years I've lived, even with the aches and pains, the cane I carry to walk a hundred yards to the mailbox, falling asleep in my easy chair during a TV movie, and combing the gray in the remaining hair on my head.

I have a miniature clown sitting on the dashboard in my car. He is there to remind me of all the humor around us to be enjoyed, and to ignore the rude guy who just cut in front of me on the freeway.

I love the quiet music station on my TV; it lets me listen to the harmony of music from my early years instead of watching the chaos that floods our news channels.

The rains of Oregon winter and clover (and yes, dandelions) dotting the nearby meadow no longer matter when I can look forward to red fruit on my tomato vines.

We all have at least one friend who laughs at the joke we've told more than twice before; maybe he just forgets like I do with his.

If this all sounds like I'm a Pollyanna, I am. I know I'm older, but I don't have to be old.

*(Ed.'s Note: Pollyannas are people who tend to remember pleasant items more accurately than unpleasant ones, see the good in people and things, and always look on the bright side of life. For example, a Pollyanna would try to cheer up a friend convicted of a felony to think of prison as "a learning experience."*

## Seeing Your Phone Calls

by Dee Evers

I recently acquired, free of charge, a 'captioned' telephone, which is hooked up to my internet (required) and prints out the conversation of the caller, so I can read as well as listen to what is said.

This is courtesy of the FCC (Federal Communications

Commission), for those who are hard of hearing and have difficulty understanding what the caller is saying. I came by this information through an article in the AARP news magazine. At least two companies offer these phones. Your audiologist or hearing aide expert has to sign the form that you complete, to verify your loss, and then you can fax it to the company, and make an appointment with their representative. She hooks it up, demonstrates how it works, and leaves you with a booklet of info. The audiologist I use for my hearing help, has a captioned phones in her office from Hamilton CapTel, which she recommends because the service is very quick and good. I agree it is.

If you qualify and have the Internet, you may have one within a week or two of your request. This phone can be of great benefit to any number of residents in our senior parks. Go online to either Hamilton or "captioned telephones." FREE, imagine!



## Why Your Kids May Move In with You

An Oregonian must earn \$21.26 to afford an average two bedroom apartment, and still have money left over for other necessities, according to a recent national study on housing affordability. In the Portland metro area, he/she needs an hourly wage of \$25.58 to afford that apartment and still have enough money left for food, meds, and transportation. In Hood River, to afford a one-bedroom apartment a wage-earner needs \$17.33, but in Portland he needs to work 64 hours a week to afford a one-bedroom place. That doesn't leave much of anything for an emergency, which could lead to homelessness. The cheapest livable rents are in South Dakota, Arkansas, Kentucky, Alabama, Mississippi, West Virginia, and Puerto Rico where a wage of \$15 a hour will meet the guideline of spending 30% of income for housing. The average renter wage in Oregon is \$15.44 an hour.

**Save this invitation for reference**

## MH/OSTA ANNUAL MEETING INVITATION

When: Saturday, October 27, 10 a.m. to 4 p.m.

Where: Village Green Resort, Cottage Grove, Oregon

Directions: From I-5, north or south, take Exit 174 east on Row River Rd. about two blocks to Village Green Resort on the south side of the street.

Room Reservations: call (541) 942-2491 ASAP and no later than Oct. 17 to reserve a deluxe room for \$89 or a standard room for \$69. Breakfast is included. Be sure to say that you're with Manufactured Housing/OSTA. RV reservations are available.

Cost of meeting, lunch, and program is \$15 per person payable by October 17. Registrations received after October 17 will be \$20.

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**Clip and Mail the Following Registration Form to:**  
**MH/OSTA, P.O. Box 24958, Eugene, OR 97402**

Name(s) \_\_\_\_\_

Address \_\_\_\_\_ Space No. \_\_\_\_\_

City \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Park Name \_\_\_\_\_

PRSRT STD  
US POSTAGE  
**PAID**  
SALEM, OR  
PERMIT NO 268



**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

2<sup>nd</sup> 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? ☐

Please enclose \$30.00 per  
Household annual membership dues.  
(that's only \$2.50 per month)

Checks payable to MH/OSTA and mail to:  
MH/OSTA  
PO Box 24958  
Eugene, OR 97402