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OSTA Spotlight— *Gus Daum*



Gus Daum, who started writing the “Thoughts on Aging” column for *The OSTA Quarterly Review* five years ago, observed his 95th birthday on February 21 and decided he had said his piece and needed to retire.

He was born on a Kansas farm before the Great Depression, served in the US Navy in World War II, attended two Kansas universities and played basketball in the late 1940s at the University of Kansas. He has been an Oregonian for 45 years. “I was happily married for 67 years and am blessed with three children.” He lives at Parkside MHP in Eugene.

Gus writes a blog where he has shared his poetry and stories. The website is:
reflectionsonage.wordpress.com/

We will miss his musings in the Review very much, but as a continuing member, maybe he’ll send us a little something now and then.

Coalition Bill Almost Ready for the Legislature

The Landlord/Tenant Coalition has been working for months on issues for the 2019 coalition bill to present to the legislature. John VanLandingham, MH/OSTA vice president, serves as co-chair of the coalition and writes the final bill.

Park Closures Always a Concern

Two statutes, due to expire, will be extended by the bill. One is the \$5,000 tax credit allowed all MH owners when a landlord closes a park. Even if tenants don’t have to pay taxes, they must file a state income tax form in order to get the refund check. They’re entitled to the payment even if they don’t pay taxes [see p. 15 for a copy of the tax form, which must be filed]. Another section of the bill extends the capital gains credit for Oregon landlords who sell to their tenants. The landlord must be an Oregon resident to get the credit. It is worth a considerable amount of money for an Oregon landlord to sell to his tenants and thereby avoid a large capital gains tax.

Not My Beautiful Cherry Tree!

Another bill, also approved, would amend the hazardous tree statutes by requiring the landlord to specify which hazardous tree is to be removed to avoid the mistake of cutting down the wrong tree. This happened in one park when a beautiful tree was cut down in

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From the Editor...

Olly Olly Oxen—Some in Free!

All OSTA chapter presidents are eligible for free memberships as a reward for taking care of neighbors in your parks, having meetings, encouraging others to join MH/OSTA, and for sending in information to print in “Chapter News” in the OSTA Review. If you’ve already paid your dues, we’ll extend your membership another year. You must let Deanna or Jane know you want your free membership. As of this writing only seven of you have responded: in Eugene, Joan Stern from Lee’s MHP, Jean Moffat from Briarwood, John Hamilton from SongBrook, Margi Lehman from Lakeridge. The others are June Hormel from Springbrook in Newberg, Irvin Quesada from Santiago/Grenada Estates, in Springfield, and Rose Arvidson from Oceanview in Brookings. OSTA state board members also get free memberships, and we’re in the market for more state board members. You guys aren’t stepping up quite as fast as we had hoped.

On P. 15, you’ll find a copy of the tax form needed if you want to take advantage of the \$5,000 tax credit the state allows you when a manufactured community is sold and your house has to be moved out of the park. You are entitled to the money even if you don’t pay taxes, but you must send the form to the state.

A quick stock market report to get your mind on what is moving in the economy: Elevators are up, subways are down, envelopes remain stationery.



NOTES IN OUR MAILBOX

SB 608, a bill for rent stabilization (see page 4), includes basically all manufactured home parks and currently would include a 7% plus CPI rent increase that could be applied annually. As an example, the January 2019 increase would have been at or close to 11%. This bill, designed to help renters in the Portland area, who are being priced out of their living spaces by rapidly increasing rents, was not designed for manufactured home parks. Of the 68,000 MH spaces in the State, month-to-month contracts currently look at 4 to 8% increases per year, and there is a fair share of residents who are on extended month-to-month contracts or leases that cover 5, 10, or 15 years based on a 4% or the CPI, whichever is higher. By passing this bill into law I could see the Landlords enjoying a 11% annual increase.

—Nick Kloepping, Golden Oaks, Springfield

From The President...

Rita Loberger



As our board grows, so does the potential to expand. I am impressed with the talent we have, but we can use more. We're looking into the expansion of the Helping Hands program through additional grants. Our grant writer, Nancy, who also

serves as our state treasurer, is looking into various changes in this program to make it more pro-active for our members.

A sub-committee is being formed to work on these changes. We are also looking for members who can translate for us. Do any of our chapters have members who can translate, especially into Spanish?

The National Manufactured Homeowners of America (NMHOA) will have its annual convention this year the weekend before Thanksgiving in Portland. Besides being president of MH/OSTA, I'm also NMHOA western area vice president, so I'll be looking for many of you to help me host the event. Here's a chance to "step up" and volunteer, especially you people in the Portland/Salem vicinity. Our OSTA state meeting date hasn't yet been decided. It depends on the football schedule!

Rita

OSTA Seeks Grants to Help MH Owners

*from Nancy Inglehart
Grant Search Committee Chair*

OSTA has formed a grant search committee. We are looking to expand our current Helping Hands Program to allow for other ways to help manufactured home owners. Currently the Helping Hands

Program focuses on home repairs to allow residents to age in place safely by providing assistance in building or repairing ramps, steps, railings, etc. It also helps with purchase and installation of items like grab bars, adaptive door handles, threshold barriers, etc.

The committee is currently looking into seeking grants to expand the current program as well as adding funding for education, general operating expenses, community partners, translation services, disaster preparedness, and volunteering, just to name a few.

We will be publishing regularly in the OSTA review and also on the Blog to keep everyone in the loop. If anyone has ideas or comments you may respond by:

Emailing n.inglehart.ostaboard@gmail.com

Posting a response on the OSTA blog at:
www.mh-ostablog.blogspot.com

You can also link directly to the blog by going to:
www.mh-osta.org



(Coalition continued from p. 1)

error and the hazardous tree was left standing. This action created some understandably hard feelings and no one wants such a mistake to ever happen again.

Houseboat Owners Have Rights, Too!

A bill affecting marina tenants would include them under the umbrella of MCRC, require managers to have four hours of training every two years, and also give them the opportunity to purchase should a marina be for sale. Owners of floating homes docked and paying rents for docking space at marinas have had an active voice at the coalition meetings this year.

Submetering Still a Pain

The coalition has been attempting to make the submetering statute more transparent, to encourage landlords to submeter their parks or switch to pro rata billing rather than covering the cost of water by raising rents, and to include well water in addition to water from utilities in the statute. Chapter 90 Landlord/Tenant utility laws haven't applied to parks served by private, landlord-owned wells.

Talk to Your Landlord even if You Hate his Guts

Another topic of prolonged discussion and concern has been mandatory mediation and enforcement. It is felt that a landlord and tenant should meet "in good faith" at least once over a dispute. Most disputes involve a landlord and a tenant.

Talk to That Nasty Neighbor, Too

The coalition has also been discussing mandatory mediation of tenant/tenant disputes and trying to figure out how to enforce a decision without involving a landlord. The coalition is proposing to double the current annual landlord registration fee to help cover the cost of mandatory mediation costs, and to provide a limited amount of enforcement by using some of the MCRC reserve to hire a contract private attorney, either to represent individual tenants on any matter or possibly only on more significant, complex matters.

Behave Yourself!

The final issue regarding 90.630—termination because of conduct—has caused quite a bit of heated discussion. Current law allows termination with 30-

day notice for any violation; the coalition bill would modify that to read "for any material violation."

Three repeated minor violations per year would equal a material violation. In cases of a specific one-time major violation, violators would be given just three days to cure instead of 30.

Also under consideration is limiting landlords' use of fees.

This Isn't Really Rent Control!

It's Rent Stabilization!

Another bill, not a part of the Landlord/Tenant Coalition bill, is being promoted by House Speaker Tina Kotek and would apply to renters of apartments, RV's, and rented manufactured homes; it would add that a termination eviction be "for cause," as it is for MH owners in parks. This bill would also apply annual rent caps equaling no more than 7% plus the CPI. The bill is completely separate from any issues being discussed in the LL/T Coalition and is being driven by exorbitant rent increases in the Portland area.

But a Bill Is Not a Law

These bills hopefully will be discussed in legislative committees that will decide whether or not to send them to their respective chambers, the House or the Senate, which chamber depending on which chamber originated the bill. If both chambers pass the bills as amended, they go to the governor for her signature or veto. A new law would not take effect until January 1, 2020. So exhale! Nobody can hold their breath that long.

And John, can you hear us all applauding you for your great effort on our behalf?



Chapter News

Promoting Membership Starts with Being a Friend

A new chapter president asked us how to get people in her park to join OSTA. We made the following suggestions.

1. Form a calling committee of two or three friendly members.
2. The committee should learn a pat little speech that includes
 - a. Landlords are in business to make money, not be your good friend
 - b. OSTA is the only statewide organization that want to be your friend and help protect you
 - c. OSTA does this by working with legislators to get bills passed
 - d. Legislators listen to us when we have lots of members who vote
3. OSTA also has a referral service to mediators, legal aid, and district directors who can answer many problems. We also have a Helping Hands program to help our members age in place through home repairs.

Springbrook Estates, Newberg

From Rita Loberger, OSTA State President

January 19 was the official welcome date for our newest chapter. I traveled to Springbrook Estates in Newberg to present their charter and install the officers. In speaking with new president, June, they plan to take advantage of the membership building time frame we offer at the reduced rate of \$20 per person.



Pictured from left to right are Jerry Ramsey, vice president; June Hormel, president, and Betty Martin, secretary-treasurer. Welcome to our new chapter.

Santiago/Grenada Estates, Springfield

from Jane Capron, Lane District Director

OSTA was founded in 1977 by Milt Scofield, who lived at Santiago Estates. Because of him, working with Pat and Fred Schwoch who then administered the organization, OSTA became the organization that the owner of a home in any manufactured home park could call for help in protecting the security, affordability and quality of their housing choice. In January, we met a couple of friends of Milt's who still live in the park and remember him well.

I had the pleasure of installing the officers of this newly reactivated chapter and presenting them their MH/OSTA charter. Attending with me were Sheryl Stassi-Lampman, Lane Deputy Director, and Laurie Hauber, from Lane County Legal Aid. Ballots from the Committee of Seven election were tallied at this meeting, presided over by President Irvin Quesada. Deborah Beebe, the first vice-president, was unable to attend due to being out of town. The other officers, pictured below, are (left to right) Dan Koozer, second vice president, Irvin Quesada, president, and Marlene Keller, secretary-treasurer. Other board members are Marvena Koozer, Pat Beattie, Louise Cromwell, and William Kindt.



Lee's MHP, Eugene

from Joan Stern, Chapter President

We are still playing Bingo on the first Thursday of every month and would love to have new players join us. You do not have to live in our park to come and play. We were excited to have five new members join when we had our \$20 membership drive. Now we plan to get new people in the park to join also.

**Everybody Welcome to Bingo at Lee's
Every First Monday of Every Month
501 Division Ave. Eugene**

(Chapter News continued on p. 6)

(Chapter News continued from p. 5)

Lakeridge of Eugene

from Karen Osband, Chapter Member

At our bi-annual board meeting in January, we elected Margi Lehman, president; Bill Haynes, vice president; Jim Self, secretary/treasurer, and Karen Osband and Judith Williams, board members. Lakeridge continues to provide a comfortable, safe, and friendly environment for its 197 homeowners and to offer a wide variety of entertainment and educational opportunities to all, including games, clubs, activities, trips, and classes. Our 2019 special events committee is planning on a Meet & Greet Pizza Party for new homeowners, an emergency/disaster preparedness meeting, the annual Cinco De Mayo event, an ice cream social, a luau/pig roast, and a BBQ dinner, in addition to holiday parties.

Gainsborough, Eugene

from Sharon Stribling, Chapter President

Gainsborough had a great November, December and January. We had a catered Thanksgiving dinner that was very well attended. The Bethmen Choir, directed by our own Kermit Finstad, provided the entertainment. In December, we had the Willamette High School jazz bands entertain us at a desserts-and-drinks party. In January at our annual Homeowners' meeting, we elected our new officers for the year: Lonnie Clemen, president, Roy Johnson, vice president; Sharmon Widmer, secretary, and Steve Gilbreath treasurer. Barrie Deal, Bob Brokaw, Dave Barnhart, Jerry Rodgers, Alex Brokaw, and Roxanne Russell will serve as board members. Sharon Stribling steps down to past president. Following the election was a "Super Soup Supper" prepared by residents and the social committee. And it was super!

Eldorado MHP

from Rita Loberger, Chapter President

The Eldorado Villa Activity Association (EVAA) is our community organization here in Eldorado. They do welcome committee, sunshine chair, newsletter, historian, water shut-off committee, social organizers, and yard helpers. This group of folks is truly invested in their community and work hard to keep it going.

Monta Loma, Springfield

from Beryl Oliver, Chapter President

Since we got new owners, there is a new lease being promoted for us to sign. Our OSTA group has had three meetings with Laurie Huber from Legal Aid, and joined with the resident group board [committee of 7] for the last two meetings since we all need to learn what is involved with this lease so we can spread this information to others. We were concerned about the bad condition of the footbridge over our waterway. The residents' group helped pressure the management to repair the bridge and now it has been fixed. That bridge is quite important for getting from one side of the park to the other. We also have a new maintenance man who is working out extremely well—fingers crossed he will stay! We had our annual Christmas dinner at the clubhouse. The manager and his wife did a wonderful job with it.

SongBrook, Eugene

The OSTA chapter sponsored its bi-annual White Elephant Sale in February under the direction of Lloyd Serkowney, chapter board member. Profits from the sale may be used to help with the expense of replacing sidewalk sections that have cracked and split. Residents have been told they are responsible for all space repairs including sidewalks. A vote on helping fund sidewalk repairs will be taken at the April general meeting.

Attention, Chapter Presidents!

Ask Deanna Vaughn, the OSTA state membership chair, to send you a chapter list so you know who your members are and when they're due to renew. Everybody gets a renewal notice in the mail, but it's good for chapter presidents to have this information so you can remind people to pay their dues. Just tell them you know they must have forgotten and you would be heartbroken to lose a friend and good OSTA member.

RIGHT²KNOW

ORS 90.412 WAIVER

To “waive” means to give up a known right. Chapter 90.412 says a landlord waives (gives up) the right to end 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 or truck 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 or truck 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 a lounge chair or a refrigerator for your beer by your front door and 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 inside 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 rules for them. That doesn't mean the rule is waived for you, however. These waivers come on a one-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 an 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 990.740 (2), (4)(b) and (4)(h)), the waiver doesn't count and the landlord hasn't waived his right to terminate your rental agreement.

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.

(This article is for educational purposes only. It is not written by an attorney and should not be considered legal advice. Our intent is to help homeowners be more aware of statutes they might want to discuss with their own legal counsel.)

ORS 90.412 Verbatim

...(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.

(Right²Know continued on p. 8)

RIGHT²KNOW Continued from p. 7

- (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 manufactured 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
 - (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]

Helping Hands Grants Available from MH/OSTA

Some of you have already taken advantage of our Helping Hands Program and worked with us and suppliers to repair or renovate your manufactured home to help you age in place. At the end of the calendar year 2018, MH/OSTA had granted 28 Helping Hands to members who requested aid in home modifications that would help them age in place through repairs to protect their health or safety or to avoid eviction. The total amount awarded between September 2012 and March 2018 totaled \$13,9488.91. This money came from donations from members. Some of it was from our silent auctions at the state meetings, some from donations from chapters, and much of it from donations ranging usually from \$20 to \$100 from our members. The state board voted to augment the fund as needed to keep \$2,250 available so that we could offer three Helping Hands at all times.

Our most recent Helping Hand, granted in December, went to Judea Eden and her mother, Colleen Brazil at Woodburn Senior Estates. They got a new door and safety bars installed in the shower for Colleen, who is disabled. The contractor, Lance Hamberger, also repaired three leaks and a broken gutter, and fixed their security cameras.

Judea, the OSTA chapter secretary at Woodburn, wrote a thank you that included: "This is...a great Christmas present to me and Mom."



Judea Eden's grab bars.



Contractor working on Eden's door.



Judea Eden's new door.

It is our hope to gain some grant money from builders, suppliers, or contractors so we can help more people age in place. We are especially interested in encouraging repairs to steps and railings and their supports to make access to homes more easily accessible. We see too many shaky, unstable railings and rotting steps. It would be wonderful to have a home improvement company join with us to help finance stable access into our homes. See Eligibility Guidelines on p. 10.

Helping Hands Eligibility Guidelines

1. Applicant must be an MH/OSTA member in good standing.
2. Applicant may apply no more often than once a year.
3. Requests for aid must be for home modifications that aid aging in place or for repairs to protect homeowner's health or safety, or to avoid eviction.
4. The maximum amount OSTA will contribute to any one project is \$750 or 75% of the cost, whichever is less.
5. The total amount a household receives including the first grant and any subsequent awards may not exceed \$2,000.
6. Applicants must retain MH/OSTA membership to be eligible for subsequent awards.
7. For each Helping Hand request, an applicant must resubmit paperwork as follows:
 - a. an application
 - b. a liability waiver showing proof of homeowners' insurance
 - c. proof of income at or below 200% of the annual Federal Poverty level guidelines. For the current year, the maximum amounts are as follows:
 1. \$24,280 for one person
 2. \$32,920 for two persons
 3. \$41,560 for three persons (Note: Income is based on the most recent adjusted gross income on tax returns or social security and retirement statements. Assets like savings accounts, homes, cars, jewelry, stocks and bonds are not figured into eligibility for an MH/OSTA Helping Hand. Income limits will be adjusted yearly to reflect Federal guidelines.)

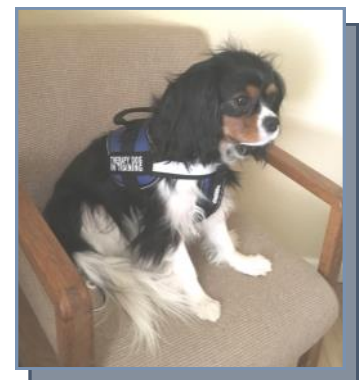
Need Some Minor Home Repairs?

OSTA's Helping Hands Program is Not the Only Place to Seek Help

Eugene has an emergency minor home repair program that gives grants up to \$5,000 for emergency repairs to mobile home owners, especially if conditions create an immediate threat to health and safety. Applicants must live in the homes and they must be within the Eugene city limits. Very likely other cities in Oregon have similar programs, so if you need work on a failing electrical, plumbing, sewer or heating system or have a leaking roof, or broken or inoperable doors or windows, or need some basic home safety help, you might be interested. Dry rot, subfloors, foundations and exterior work are not eligible. The maximum household income in 2018 was \$22,450 for a one-person household rising to \$37,200 for a six-person household. The phone number in Eugene is (541) 682-5446. Manufactured home owners living in other Oregon cities might call their city community development department for information on similar programs. Let us know, please, what you find out so that our district directors can share information with callers seeking help.

Hank Offers a Helping Hand *from Karen Osband*

Residents at Lakeridge of Eugene are helping me with the training of my little therapy dog, Hank, by allowing me to make therapy visits to them. The response has been overwhelming. We've visited many residents in Lakeridge together over the past year. Hank is a Cavalier King Charles Spaniel I rescued from being euthanized at seven weeks old because he was born with a very serious heart defect. The fabulous head of the cardiology department at OSU Vet Hospital fixed Hank's heart when he was four months old, and he will pay that back with future therapy visits. I like telling Hank's story, and besides, isn't he a cutie in his therapy vest?



Your Opinion Matters

What Do You Think about Termination of Tenancy?

One of the issues being discussed by the Landlord/Tenant Coalition is amending ORS 90.630 on termination of tenancy, known to some of us as “eviction.”

Some on the coalition feel there is no need for changes because landlords should be able to work within the existing statute. Others think that there are problems with the current law, which can be improved, to the benefit of those tenants who follow the rules or are evicted over minor violations.

Ken Pryor, director of Manufactured Communities Resource Center says that the proposed changes in the statute favor the landlords, who can demand compliance with rules while tenants cannot in turn demand that landlords be made responsible for needed infrastructure repairs. There is no enforcement tool in place that tenants can use other than a civil lawsuit. Most tenants are afraid to sue because in Oregon the loser of a lawsuit must pay attorney fees for both sides, making lawsuits expensive as well as complicated. Note though, that the coalition is also working on a related issue, which will result in mandatory mediation of disputes between park landlords and tenants and some limited free legal representation for tenants in disputes with landlords, such as over needed infrastructure repairs.

Here are the issues being discussed about ORS 90.630 and questions we'd like you to respond to:

1. The current statute allows a landlord to terminate a tenancy upon a 30-day curable notice for “a violation” of the rental agreement or the law, no matter whether that violation is significant/material or minor. One tenant got a termination notice for allowing her dog to be in the common areas off leash for a very short period of time, after the dog slipped out of her front door; she cured that by getting her dog back inside, but if it happens again within six months she won't be able to cure. **Should we change this law to require that the violation be either something significant or that there be three minor violations within a one-year period, each with a written warning notice?**

2. The law also allows a tenant to cure the violation—to stop breaking the rules—up until the last minute, on the 29th day after the notice is given. Apartment tenants are required to cure separate and distinct violations, such as a loud party or driving too fast, quickly (Remember that violations concerning the condition of the home are covered by a different statute, ORS 90.632.) If the violations involve something more, like maintaining the space, dealing with a pet, removing a junked car or an unauthorized occupant, the tenant would get the full 30 days to cure. **Should we change the law, like apartment tenants did, to limit how long a tenant can keep breaking the rules?** The coalition is considering limiting the cure period for separate and distinct violations to three days, instead of the full 30 days. Is that a good idea?

3. Finally, should landlords have a tool to encourage compliance with the rules short of termination? A 2009 law allows noncompliance fees, under ORS 90.302 (3) but only if they are provided for in a written rental agreement. **Should park landlords be allowed to amend their rental agreements to add these noncompliance fees, as a means of getting tenants to follow the rules short of eviction?** The fees are limited to certain conduct—described below—and can only be assessed after a written warning for a prior noncompliance, and the fee for a second offense is limited to \$50.

Under ORS 90.302 (3), noncompliance fees may be charged for late payment of a utility charge, failure to clean up pet or service/companion animal waste from common areas, failure to clean up garbage from common areas, parking violations, improper use of a vehicle within the premises, smoking in a designated non-smoking area, and having an unauthorized pet.

Are these unreasonable demands? **Should homeowners have “true enforcement and availability of legal representation”** as Pryor says? We would like to hear from our readers.

OSTA Chat Room



When do you quit giving gifts/money to your grandkids, and what do you do if they don't say "thank you"? (Thanks to Eugene and Salem members for responding.)

"I shut them off at age 21 because I have 10 grands and 11 greats. After they reach 21, I take them out for lunch or breakfast. And I always send them cards. The older ones want funny cards."

—Eldene Sellars

"My grandson turned 21 this year, and because he's my only grandchild I'll probably continue to send him gifts. He always writes me a thank you note."

—Karen Pankey

"We quit sending gifts when they get out of high school. Between us, my wife and I have seven grandkids and seven great-grandkids with two more coming." It's getting too spendy. Besides, we don't always get a thank you."

—Tom Parker

"Our kids are greatly indebted to us!"

—Chris Johnson

I have decided that 18 is the cut-off age, unless they graduate or get married. It's hard, but it had to be done, and now the great grandchildren are coming along. I still buy for the parents and will continue to do so.

—Lucinda Reynolds

I stopped sending my grandkids money when they reached 16. Now I sometimes loan them money and even had one granddaughter repay me, which was a nice surprise. It's a thrill when one of them sends me a birthday card! My daughters are great with thank you emails, but I've given up expecting a written thank you from the grandkids. When a granddaughter asked for \$200 to buy a prom dress, I said "no" because it wouldn't be fair to the others, so she made her own. It was totally fabulous! She then majored in fashion design in college and has become a successful fashion designer. I wonder if she'd found this career if I'd bought that dress for her.

—Linda Walker

I will give gifts to my two grandkids as long as I'm alive. They always write thank you notes. I taught their dad that he couldn't cash the check or play with the toy until he first wrote his thank you notes. I guess he passed on the lesson.

—Phyllis Kerr

I'm 91 years old and have five grandchildren and 20 great grandchildren I give gifts to, but I'm not sending any more gifts after I turn 100, or sooner if they ever quit saying thank you!

—June Gilbert

I remember all of them on birthdays, holidays, and special events. If I do not receive a thank you, I call them.

—Sharon Stribling

Not ONE thank you for all the packages sent to the young relatives year after year and when you send money, you never know whether they've received it. It's hard to [stop] the habit of gift-giving, but how many of us have the guts to address directly their rudeness in not responding?

—Joyce Radelet

We stop giving gifts to grandchildren when they turn 18. Their parents need to teach them about proper manners. Thankfully, our kids know how to be polite.

—Larry Steyer

We basically quit exchanging Christmas gifts in 2017, after both grandchildren were married, but we drew names with a \$50 limit. Last year we played a fun dice game with \$10 gifts [that could be traded]. It was fun and the time spent together was a better gift. I still give money to all of them for their birthdays. No repercussions for them if they forget to say "thank you"; I do it because I love them.

—Marilynn Lanig

We stop giving money when the grandkids either turn 18 or graduate from high school. Then it's time for them to take on adult responsibilities. But we do send wedding/birth gifts when the time for those comes. However, if we don't get any thank-you's for a couple of gifts, they won't be getting more.

—Jan Seely



(Ed.'s Note: Nancy Gromen, Executive Director of the Union County Dispute Resolution Center, is offering her help and advice for our readers considering mediation services. Nancy is replacing Marlena Bertram from the Yamhill County Center who has retired. If you have questions you'd like discussed in this column, send them to our P.O. box and we'll forward them to Nancy.)

How do you know when to call a mediator? When is the best time to ask for help in resolving an issue that is becoming more and more time and energy consuming and often to the point of outright hostility. The conflict becomes more than either party feels they can settle on their own. The conflict may also escalate and start to encompass more than the original dispute which makes mediation a longer process than if a mediator had been engaged earlier. As humans, we have an internal need to prove we are right and stand by that until the other party agrees with us. The problem is that the other party also believe they are right by the same reasoning.

A friend, who, by the way, also has a law practice, once told me a few years ago that hiring an attorney is the first step in losing control of the outcome but that hiring a mediator is the first step in retaining a say in the outcome. Now, I'm not saying don't use the legal system we have in this country. Judges are there to make a final determine of what will happen in instances brought before them. Remember when I mentioned above about our internal need to be right? It's a rare day when both parties feel they "won" in court. Once an attorney has been engaged or a suit has been filed in court, the case becomes one that we cannot mediate because it is already in the legal system.



Nancy Gromen has bachelor degrees in accounting and business administration, a master's degree in Business Administration, and is a *former* CPA living in La Grande.

Mediation provides a venue for both parties to hear the other's position and a safe place to work out a win-win solution. It is also much more cost effective for conflict resolution. Mediators have an ear for listening to both parties and use language skills to help explore solutions to the conflict.

In my neighborhood, the time to call a mediator is early in the conflict when it becomes apparent to both parties that they cannot resolve the dispute on their own and before it is asked to be resolved in court.

(Ed.'s Note: Oregon has 13 mediation centers serving all the counties in the state. Each center has trained volunteers to provide free dispute resolution services to manufactured dwelling park residents. The state Manufactured Communities Resource Center can connect you with a mediator in your area. Call 1-800-453-5511.)

Legal Gal...Laurie Hauber



Park Purchases by Residents— When and How?

ORS 90.842 requires an owner to give written notice to all tenants of a park¹ before they can market the park or when they receive an unsolicited offer to purchase from an interested party or even by word of mouth through a broker.

Once notice is given, residents have only *ten* days to form a tenants committee to handle the park purchase and notify the owner of their interest in purchasing the park. During this time the committee may request financial information from the owner, such as asking price and the park's total income, to evaluate the opportunity to purchase and make an informed decision. Within 15 days of receiving the financial information, the tenants committee must form a corporate entity (most commonly a "manufactured dwelling park nonprofit cooperative" pursuant to ORS 62.800-815) and submit a written offer to purchase the park.

It is important to note that this is an opportunity to purchase and IS NOT a right of first refusal, which means the statute does not require an owner to accept an offer from residents. The owner can reject it, make a counter offer or accept it. The owner also is entitled to negotiate with other purchasers at the same time that the owner is in discussions with the

tenants committee. If the owner rejects the offer, the owner is not under any further obligation to consider another offer from this group or from any other residents in the park.

If the owner fails to provide notice as outlined above, under 90.846 the residents can seek a legal injunction to prevent the sale to a third party. Residents also can recover significant monetary damages—either two months rent or actual damages, whichever is greater.

There are a few exceptions to the notice requirement set forth in 90.848. The most notable exception involves a sale that qualifies as a "like-kind exchange" under Section 1031 of the Internal Revenue Code, commonly referred to as a "1031 Exchange."²

As described above, the time-period that residents have to organize and make an offer is very short. Consequently, if residents have an interest in purchasing a park and/or residents have heard that the owner is considering selling the park, organizing a tenants committee prior to receiving a notice can put residents in a better position to make an offer to purchase. This can be done either as part of the OSTA chapter or as a separate committee. Resources to become better informed about the process and to assess the feasibility of purchasing the park as a resident cooperative can be found through the Manufactured Communities Resource Center and from CASA of Oregon. CASA of Oregon works with tenants committees to access funding support and technical assistance. Since 2008, CASA has assisted over 14 parks in Oregon to become resident-owned.

¹An owner can give notice to a tenants committee, provided part of its purpose is to purchase the park and the owner has met with the committee within twelve months prior to giving notice.

²Essentially, a 1031 Exchange is where a buyer sells property and uses the proceeds to purchase a similar type of property within a short period of time, which allows the buyer to postpone paying taxes on the sale of the first property.

Schedule OR-MPC

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Oregon Department of Revenue



15680001010000

Office use only

Mobile Home Park Closure**For tax year:**

You may qualify for this credit if you moved out of a mobile (or manufactured) home park because it closed or was closing. To qualify, you must have:

- Owned your mobile home;
- Rented space in the closing park for your mobile home;
- Occupied your mobile home as your principal residence;
- Received a notice that the park was closing while you owned and occupied the mobile home; and
- Moved out of the mobile home park, along with all household members, because of the park closure notice.

Members of your household include you, your spouse (unless you lived apart the entire year), and anyone else who lived in your home with you during any part of the year.

First name and initial	Last name	Social Security number (SSN)
		- -
Spouse's first name and initial	Spouse's last name (list even if you're filing separate returns)	Spouse's SSN
		- -
Name of closing park	Dates you occupied your mobile home as your principal residence in the closing park	
	From	To
Address of your mobile home at closing park (include city, state, and ZIP code)		
Manager's name		Manager's phone number
		() -
Date the park owner or landlord gave you the park closure notice (mm/dd/yyyy)		Date you and all members of your household moved out of mobile home park (mm/dd/yyyy)
		/ /

List the name(s) and SSN(s) of all owners of your mobile home:

Name of other owner(s)	SSN of other owner(s)	Did they live with you at any time during the year?
	- -	<input type="checkbox"/> Yes <input type="checkbox"/> No
	- -	<input type="checkbox"/> Yes <input type="checkbox"/> No
	- -	<input type="checkbox"/> Yes <input type="checkbox"/> No
	- -	<input type="checkbox"/> Yes <input type="checkbox"/> No

1. Maximum credit amount.....	1	5,000.00
2. Enter the amount that was paid to you because the park closed due to eminent domain.....	2	<input type="text"/> .00
3. Line 1 minus line 2.....	3	<input type="text"/> .00
4. Enter the total credit amount claimed by all other owners of your mobile home.....	4	<input type="text"/> .00
5. Your credit: Line 3 minus line 4. Enter this amount in section 5 of Schedule OR-ASC or section 7 of Schedule OR-ASC-NP using code 891.....	5	<input type="text"/> .00

Schedule OR-MPC

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Oregon Department of Revenue



15680001020000

Keep the important documents listed below with your tax records for three years after the year the credit has been claimed. Don't send these items unless requested.

- Copy of the written notice that you received telling you that the park is closing and the closing date.
- Lease agreement with the closing park showing the address where you lived in that park and listing you as the occupant.
- Proof of ownership of the mobile or manufactured home.
- Proof that you moved out of the mobile home park.

This credit must be claimed for the year you moved out of the mobile home park. For more information, call us at (503) 378-4988 or toll-free 1 (800) 356-4222.

—Include this schedule with your Oregon return—

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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.



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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? ☐

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