



# THE osta

## Quarterly Review

VOLUME 41 NO. 1

WINTER 2019-20

### OSTA Spotlight— Angela Garvin



Angela, the newest OSTA board member, and her husband bought a floating home at a Portland marina in 2013. Since April 2017, she has been advocating for the rights

of floating homeowners and park residents at Landlord/Tenant Coalition meetings. She also founded the Oregon Floating Home Owners group for floating homeowners in Portland, Gresham, Scappoose and St. Helens.

Angela first earned a BA in environmental analysis. After 16 years working for a business solutions company, she went back to school and earned her BS in interior design and in 2011 founded Interior Alchemy, a design company.

She enjoys time on the water with her husband, a financial analyst, and with her 17-year-old daughter who will head off to college in the fall. When they retire, she and her husband hope to live on a sailboat and sail the seven seas.

### Marinas & Manufactured Home Parks Share Problems

*Here and on pp. 3, 4, and 5 are highlights from the recent annual state meeting in Albany.*

### Floating Homes: What It's Like for Those Who Live on Water

*by Carol Hammond, Briarwood, Eugene*

Angela Garvin and her husband had long dreamed of living on a sailboat and sailing around the world when they retired. In anticipation of that goal, they bought a used sailboat in 2012 and spent a summer restoring it. They put that boat in the water one time.

The next year, the Garvins altered their dream somewhat and bought a fixer-upper floating house in the Portland area. They expected that they would have their house done in three months. Three months turned into two years. Broke and hopeless, struggling with uncooperative landlords, the Garvins discovered ORS 90 and read articles about manufactured homes written by John Van Landingham. Angela started working with the Manufactured Housing Landlord/Tenant Coalition. She had found the help she needed.

When she began this work, she did not know anything about manufactured homes or parks. Her audience at the state OSTA meeting was unfamiliar with floating houses. Angela now represents marinas and floating homes in OSTA, and her presentation addressed the similarities between the two types of abode as well as the unique challenges of owning a floating house.

Floating homes in the Pacific Northwest originated in the 19th Century as temporary housing for timber workers. Today's floating houses are not houseboats or live-aboard boats. They are manufactured homes built on a float system, moored to a structure on a dock, and connected to city utilities. Their owners rent the submersed land under the floating home from the marina owner, who owns the uplands. No one can own the water. Oregon has 1,500 floating houses, more than any other state. Portland has 1,050; in comparison, Seattle has 500.

*(continued on p. 4)*



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

The *OSTA Review* is published quarterly by Manufactured Housing/Oregon State Tenants Association. MH/OSTA does not necessarily subscribe to all statements or opinions published herein. No portion may be reprinted without the expressed permission of MH/OSTA.

**Statewide Toll-Free Phone**  
**(800) 423-9371**

Mailing address:  
PO Box 24958, Eugene, OR 97402  
[www.mh-osta.org](http://www.mh-osta.org)

### **MH/OSTA STATE DIRECTORY**

#### **Rita Loberger**

Board Member-President  
Northwest District Director  
(503) 968-7084 [rloberger@comcast.net](mailto:rloberger@comcast.net)

#### **John VanLandingham**

Board Member-Vice President  
(541) 485-1017 ext. 138 [johnvl@lclac.org](mailto:johnvl@lclac.org)

#### **Jane Capron**

Board Member-Secretary  
OSTA Review Editor, Lane District Director  
(541) 461-8919 [capron.jane@gmail.com](mailto:capron.jane@gmail.com)

#### **Nancy Inglehart**

Board Member-Treasurer/NE District Director  
[n.inglehart.ostaboard@gmail.com](mailto:n.inglehart.ostaboard@gmail.com)

#### **Wayne Weber**

Board Member, Salem Area District Director  
(503) 393-9504 [wweber@yahoo.com](mailto:wweber@yahoo.com)

#### **Bob Cottriel**

Board Member, South District Director  
(541) 479-3125 [bobcottriel@gmail.com](mailto:bobcottriel@gmail.com)

#### **Julie Massa**

Board Member  
(503) 537-0319 ext. 324  
[juliem@casaoeforegon.org](mailto:juliem@casaoeforegon.org)

#### **Matthew Johnson**

Board Member  
(541) 485-7769 [mjohnson@efn.org](mailto:mjohnson@efn.org)

#### **Angela Garvin**

[angarvin@gmail.com](mailto:angarvin@gmail.com)

#### **Deanna Vaughn**

Board Member-Membership  
[Ordiva123@gmail.com](mailto:Ordiva123@gmail.com)

#### **Sheryl Stassi-Lampman,**

Board Member, Lane Deputy District Director  
(541) 683-6695 [sherela60@gmail.com](mailto:sherela60@gmail.com)

## ***From the Editor...***

**OSTA—Our Favorite Charity:** Nancy Inglehart urges those who have Fred Meyer REWARDS Cards to sign up on Freddie's website and designate Manufactured Housing Oregon State Tenants Association 501c3 as their charity. Fred Meyer will donate a percentage of all purchases to us.

**Rent Cap Law:** A new law (SB 608) puts a limit on how high a yearly rent increase can go—a rent cap of 7% plus the Consumer Price Index—essentially a total of about 10%. Unfortunately, we're hearing that homeowners in too many parks, who have been receiving yearly rent increases of from 3-5%, are suddenly getting 10% increases. This was not the intention of supporters of this bill. The rent cap was to prevent rent gouging, not be an invitation for landlords to increase rents to the cap limit.

As a result of some of these 10% increases, older manufactured homeowners on limited incomes may no longer be able to afford their "affordable" homes. Many seniors' incomes won't stretch to include rent increases of \$45-\$50 a month or more.

If you would like to address your legislators and senators, see Notes in Our Mailbox on p. 5 and a petition on p. 15 written by Renee Turula of Western Carriage Estates in Medford.

**Sen. Jeff Merkley writes** that the Senate recently included nearly \$1 billion in new funding to address homelessness and build affordable housing. If the House passes the bill, there will be funds for Homeless Assistance Grants to benefit Oregonians.

### **INSIDE THIS ISSUE...**

From the Editor .....	2
From the President & Annual Meeting Report .....	3
Mandatory Mediation—Building Bridges.....	4
Summaries of New Laws & In Our Mailbox.....	5
Chapter News .....	6
Right <sup>2</sup> Know .....	7-10
Nancy's Neighborhood & Helping Hands Again!.....	11
Reaching Out...with Nancy Inglehart & At the Annual Meeting .....	12
Chapter News continued .....	13
Petition for an Amendment to SB 608 & Did You Know? .....	14
Legal Gal—Laurie Haber .....	15

## From The President...*Rita Loberger*

The holiday season is upon us, along with the new year and the changes taking place with the passage of SB 586. Those of you who attended the convention this year were well versed on these changes beginning on January 1, 2020. With the addition of the marinas and floating homes, we look forward to expanding our membership and increasing our voices.

Let's continue to reach out to our friends and neighbors and encourage them to "Grow with us."

Every week I receive calls from our message center requesting assistance and answers. Our goal this year is education and more growth through expanded membership. Let's make 2020 a year of knowledge and numbers..

Rita

### MH/OSTA Annual Membership Business Meeting October 19, 2019

The 2019 annual meeting opened at The Comfort Inn in Albany, Oregon, at 10:37 a.m. with president Rita Loberger welcoming members. Elected to the board for two-year terms as directors were Rita Loberger, Matthew Johnson, Wayne Weber, Jane Capron, Sheryl Stassi-Lampman, and Angela Garvin.

Membership Chair, Deanna Vaughn, reported that we had 958 members at this time last year and 948 now. She said that of the 194 new members for this year, 107 of them from 12 parks joined under the "President's Special" membership offer.



***Jerry Gorton, Rita Loberger, Carol Hammond  
at the annual meeting .***

Treasurer, Nancy Inglehart, reported that we have \$50,003 in the savings account and \$31,761 in the checking account. She also said the Board will be discussing the possibility of increasing grants for the Helping Hands fund.

Following conclusion of business, the day's program began with an illustrated talk on marinas and floating homes by new Board member Angela Garvin.

After lunch John Van Landingham, Board member and attorney with the Oregon Law Center, explained new laws passed in the 2019 legislative session. Laurie Hauber, also a Eugene attorney with the Oregon Law Center, spoke about affordable housing and the pending closure of The Patrician MH Park in Springfield for conversion to a convention center. She requested those with ideas for aiding Patrician homeowners or with ideas for affordable housing phone or email her.

Nancy Inglehart then discussed the portion of SB 586 that includes mandatory mediation, which will be administered through the former MCRC expected to be known as MMCRC (Marina and Manufactured Communities Resource Center). SB 586 takes effect on January 1, 2020.

Gift card winners were Deb Robinson from Falcon Wood, Carol Mackenzie from Golden Oaks, Mary Lou Hunter from Scandia Village, Shirley Shelton from Miller Estates, and Leslie Craig from SongBrook. The winner of the 50/50 drawing was Jerry Gorton from Briarwood.

## **Floating Homes** *(continued from p.1)*

Angela found that in her floating home community, individual residents may differ greatly from each other but they all share a love of the water. They also share challenges with the lifestyle they have chosen. Many of the issues they face are the same as those met by owners of manufactured homes in mobile home parks, including rent increases, landlord harassment and retaliation, parking, fire safety, and insurance increases. ORS 90 applies protection to owners of floating houses who rent slips in marinas as well as to owners of manufactured homes who rent land in mobile home parks. Being able to work with OSTA is very important to Angela and her fellow floating house owners. After all, she says, we're all in the same boat!

## **Mandatory Mediation – Building Bridges**

*by Lesley Craig, SongBrook, Eugene*

After four years of negotiations, SB586, which includes mandatory mediation, was passed by the Oregon Legislature and will go into effect on January 1, 2020. At the afternoon session of our MH/OSTA 2019 Annual Meeting, Nancy Inglehart gave an effective and entertaining presentation on what mediation entails—building bridges, not fences. She quoted Indira Gandhi, who said, “You can’t shake hands with a clenched fist.”

With at least one session of mediation now being mandatory, landlords and tenants can ask for mediation to resolve a conflict and the parties must attend the mediation or they can be fined up to one month’s rent. The mediation can be between landlord and tenant or between tenants. Landlords, however, must initiate tenant/tenant disputes. The service of mediation is free to the parties involved.

Mediation is a conversational process to resolve disputes, takes place in a non-threatening, confidential environment, and is guided by a third, neutral party (the mediator). Mediation can work effectively with current positive outcomes being as high as 93%. Manufactured home owners pay \$10 with their property taxes that goes to the Marina and Manufactured Communities Resource Center (MMCRC), which administers the program and trains the mediators.

Nancy answered a number of questions and covered the importance of management training. She said there is resource material available for homeowners and opportunities to take breaks during mediation sessions. She also spoke about overcoming common fear factors of dispute resolution—fears such as fear of intimidation, retaliation, confrontation, and management. Mediation is a conversation to get David and Goliath to solve their problems peacefully.

To obtain further information and/or clarify issues before going into mediation, Nancy recommended asking for pre-mediation training to overcoming fears and to think of communication as the key to understanding.



*John and Leslie Craig*



*John VanLandingham with Chuck Hauk,  
Lakeridge, Eugene*

## Summaries of New Laws that Impact Our Living

*by Jane Capron*

At the annual state meeting, John VanLandingham reviewed recently passed state legislation affecting owners of homes in manufactured home communities.

**SB 608 mainly affects apartment renters.** Those who have resided in their apartment for a full year can no longer be evicted without cause. This law also applies a rent cap of 6.9% (after January 1) plus the CPI (Consumer Price Index). The rent cap, plus for-cause eviction, protects the renter because it prevents a landlord from giving exorbitant rent increases to force eviction. The bill was written to aid renters in the Portland area who faced, in some case, \$100-a-month increases.

**SB 970 has four parts.** A landlord can no longer prevent manufactured homeowners from hiring a realtor; landlords must provide written information to buyers and sellers about their rights; if a landlord rents out homes he owns, then a homeowner who is trying to sell his home can also rent it out during the sale period; a landlord can't deny a home buyer for marijuana convictions.

**HB 2001 forces cities to allow infill** with ADUs (auxiliary dwelling units); it provides more funds for affordable housing; it says cities must allow tri-and four-plexes but gives cities the right to determine where they're built.

**HB 2896 allocates \$9 Million for purchase by co-ops, non-profits, and housing authorities to provide affordable housing.** This was Rep. Pam Marsh's bill (she spoke at our annual meeting last year). The bill allocates funding to replace older mobile homes with new or slightly used manufactured ones and provides an ambassador to help homeowners with the replacement process. The bill also provides \$3 million to the city of Springfield to build a new park, probably under the ownership of St. Vincent DePaul of Lane County.

**HB 484 on Screening of applicants.** Landlords can no longer charge a second screening or credit check fee if a denied applicant reapplies within 60 days. Also all sections of Chapter 90, the landlord/tenant statutes, apply to manufactured homes unless the early sections (before Section 90.500) specify that these sections don't apply.

**HB 873 removes FED (forcible entry and detain-er) judgments after seven years for minor crimes.**

**HB 2530 requires certain warning information of tenancy termination for veterans.**

**HB 2164 extends the Oregon landlord sunset to 2026 for park owner who sell to residents.** A sunset is an ending date.

**SB 586, the Landlord/Tenant Coalition Bill,** was fully explained in the Fall issue of The OSTA Review. See the "Legal Gal" column by Laurie Hauber.



## notes in Our Mail box

The new SB 608 law states that if your manufactured home is 15 years old or older you are under this 7% cap new law. If your home is newer than 15 years this new law does not apply and the landlord/owner can raise the rent with NO cap. So, this law was really not one of protection for the aged....

*—Renee Turula, Western Carriage Estates, Medford*

**(Ed.'s Note: Renee's petition appears on p. 15. To collect signatures and contact her for a copy of the petition, call or email her at 514-690-1204 or 503-317-2499 (cell) or email her at: [reneeturula@att.net](mailto:reneeturula@att.net)).**

## Chapter News



**Carol Hammond, Jean Moffatt, and Viki Mayberry (left to right) are the new triumvirate leading the Briarwood MH/OSTA chapter. Carol has been the secretary, Jean was president, and Viki is chair of the Committee of 7. The three plan to work closely with all residents and management of the park.**

*(photo by Carol Mackenzie, Golden Oaks, Springfield)*

### Bunco Supports Briarwood Community's Adopted School

*from Sally Baker, Briarwood MHP, Eugene*

In 2011, three of us, Nancy Robinson, Katherine Barnes, and I, started a Bunco game in our clubhouse. At first we had only two tables and eight players. From hearing how much fun we have, others started joining us. Now, over eight years later, we often have five tables at our semi-monthly games. Each player puts in \$5 to play, with \$4 going to winners and the other dollar set aside to be donated to nearby Danebo Elementary School, our chapter's adopted school. This year the Bunco players will be donating over \$400 to the school to provide needed assistance for low-income students.

### Meadow Park Mobile Estate, Corvallis

*from Kelly Vining*

We get donations all year from local businesses and our neighbors and bundle them into beautiful baskets to auction off after our annual Thanksgiving dinner. We donate all the proceeds from raffles and the basket auction to a different charity each year. This year proceeds from the auction--\$2,615--is going to benefit the Center Against Rape and Domestic Violence (CARDV) in Corvallis.

### Miller Estates, Central Point

*from Mike Bureau, chapter president*

By taking welcome baskets to new residents, our active OSTA membership committee learned that CPM, the property management company, required two new residents to pay \$250 security deposits to be used for future damage to property. None of us have ever been charged a security deposit. In fact, the residents go out of their way to protect all property, often making repairs without any fanfare. No one knows of there ever having been any abuse of property here. When we questioned CPM about the charge, we got no response, so we went to the owners, the Millers. They instructed CPM to refund the deposits and not make ANY policy change without first consulting them.

Attaining the information about the \$250 security deposits wouldn't have been possible without our active OSTA membership committee visiting all the new residents.



**Shirley Shelton and Mike Bureau. At the annual meeting Mike told about successful communication with park owners at Miller Estates.**

*(Chapter News continued on p. 13)*

# RIGHT<sup>2</sup>KNOW

## Housing Rights for Manufactured Home Residents in Oregon

*(This is the first half of pages produced in July, 2017, by the Legal Aid Center in Portland and reprinted with permission. The information reviews 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, so this information applies to most of our members. Different laws apply to individuals who live in a manufactured home park or marina but own a recreational vehicle or recreational watercraft. The information has been edited slightly for space considerations. We suggest you save these pages and pages in the next issue to keep for reference.)*

### Where can I get information if this booklet does not cover my tenancy?

If you rent your home but reside in a manufactured or floating home in a facility, you are probably covered by other parts of landlord-tenant law. Ask your local Legal Aid office for a separate booklet called *Landlord-Tenant Law in Oregon*.

### RENTAL AGREEMENTS

#### Do I have to have a written lease/rental agreement? (ORS 90.510)

Manufactured home and marina landlords must provide residents with a written rental agreement. This is a document that both you and your landlord sign. The rental agreement generally cannot be changed by one party. The rental agreement must specify:

- The location and size of the space you will rent
- The term of the tenancy
- The monthly rent
- All services and/or facilities provided by the landlord
- All security deposits, fees, and installation charges imposed by the landlord
- Which improvements must or may be made to the rented space by the resident, including landscaping and plant materials

What will happen to any improvements you have made (i.e., landscaping, etc.) to the rented space after you leave.

- How your landlord will decide whether to accept the purchaser of your home as a resident should you decide to sell. You cannot sell your home to someone who has not been accepted as a resident by your landlord unless the buyer plans to move the home.
- If your park is for seniors only, the federal fair-housing age classification (if it is a 55 or older senior housing).
- The process by which either party gives notice to the other party.
- The process by which landlords may change the agreement or the rules and regulations, specifying that they must give 60 days written notice unless at least 51% of the spaces file an objection within 30 days of the proposed rule change.

#### What is a Statement of Policy?

A *Statement of Policy* is another document your landlord is required to give you before you moved in. It gives you some general information about the facility into which you will move, and must include:

**(Right<sup>2</sup>Know continued on p. 8)**

## RIGHT<sup>2</sup>KNOW Continued from p. 7

- The location and size of the space you will rent.
- The facility policy regarding rent increases, and a rent history that shows what the rent has been on January 1 of the previous five years.
- A list of any services or facilities, which your landlord will provide.
- A list of installation charges imposed by either your landlord or government agencies.
- The facility policy regarding termination of rental agreements, including what will happen if the facility closes or is sold.
- Facility policy regarding informal dispute resolution
- A list of all the utilities that are available, and a statement of who will furnish and pay for them.
- Any facility policy regarding the removal of a dwelling, along with a notice that removal of a home from a facility can impact the market value of the home.
- If a residents' organization exists within the facility, the Statement of Policy must include a one-page information sheet about the residents' organization.
- The federal fair-housing age classification (whether the housing is 55 years or older) and whether any zoning might affect the use of the rented space.

### What is a "fixed-term" rental agreement/lease? (ORS 90.550)

You can rent facility space for your manufactured home in one of two ways: on a "fixed-term" basis or month-to-month. If you rent on a fixed term basis then the length of the rental agreement must be *at least two years*. A month-to-month tenancy lasts indefinitely.

### What happens when my fixed-term rental agreement expires? (ORS 90.545)

When a fixed term rental agreement expires the tenancy becomes a month-to-month tenancy unless the landlord offers a new fixed term rental agreement. The offer of a new rental agreement must:

- Be made at least 60 days before the end of the old rental agreement and
- Include a copy of the new rental agreement, and a written summary of the differences between the new rental agreement and the old one.
- The new rental agreement can differ from the old rental agreement, but there are restrictions on how it can differ. These restrictions are intended to prevent your landlord from forcing you to move you by offering a rental agreement so unreasonable that you would never sign it.

Rule changes made by the new rental agreement must be:

- Required because of changes to landlord/tenant law in Oregon,
- The same as rules offered to other prospective residents for your facility during the past 6 months, or
- Customary for the local rental market.
- The new rental agreement *cannot* require you to physically alter your home, or build a new accessory structure such as a carport or shed, nor be to the age, style, or size of your home.

If your landlord proposes a new rental agreement, you must accept or reject it, in writing, at least 30 days prior to the end of your old rental agreement. If you do not accept it or you reject it unreasonably, your rental agreement expires and does not become a to a month-to-month arrangement, and you have to move.

(Right<sup>2</sup>Know continued on p. 9)

**RIGHT<sup>2</sup>KNOW Continued from p. 8**

If you move because you did not accept a new rental agreement proposed by your landlord, your landlord must allow you to store your home on the premises for at least 6 months. The landlord can charge rent for this time. If you do not move out when your rental agreement expires and your landlord files an eviction in court, you do not have the right to a storage agreement.

If your landlord does not submit a new rental agreement for you to consider at least 60 days before the expiration of your old rental agreement, your tenancy automatically becomes month-to-month when your rental agreement expires.

**RULES****What kind of rules may my landlord impose? (ORS 90.510)**

A landlord can impose rules concerning a resident's use and occupancy of the premises. A rule must be reasonably related to the purpose for which it was adopted, and must be specific enough that you know whether or not you are in compliance. Your landlord cannot adopt a rule specifically in order to evade his/her obligations under the law.

Your landlord can have rules about how many people can live in your unit, but these rules cannot be more restrictive than two people per bedroom.

If your rental agreement says so, your landlord can charge you for utilities provided to your unit or to the common spaces. Your landlord can only charge you as much as the utility company charges your landlord, and cannot impose additional fees, or other charges for providing utilities.

**How can my landlord change the rules that apply to my tenancy? (ORS 90.610)**

If you have a fixed-term rental agreement, your landlord cannot change the rules until the term of the rental agreement is up. (However, there could be a clause in the rental agreement that says that the resident agrees to be bound by new rules adopted pursuant to this statutory section. In that case the landlord could change the rules during the fixed term).

If you rent month-to-month, your landlord can change the rules that govern your tenancy with 60 days written notice. You have the right to object to rule changes, and if over half (51%) of the residents object to a rule change, the change will not go into effect. The objections must be in writing. Only one resident per unit in the facility may register an objection.

The landlord's written notice of the rule change must include the following:

- The date of the notice.
- The date on which the new rules will go into effect.
- A statement that the new rules will not go into effect if 51% of the residents object.
- The latest date by which written objection to the change must be received.

**Pet Rules** If you have a pet which is allowed under your lease and your landlord changed the rules about pets since you moved in, your landlord cannot force you to get rid of your pet. If your pet was living with you when you got notice of the new rule that would prohibit your pet, you may keep your pet and replace it with another, similar pet. New rules about the behavior of your pet will apply to you and your pet. A landlord renting space in facilities cannot charge fees or extra rent for pets. There may be rules surrounding pets, including whether or not they can be kept, but no fees may be collected.

**RENT INCREASES (90.600)** If you are on a fixed term lease, your landlord can not raise your rent during the term of the lease. If you rent month-to-month, your landlord must give you 90 days written notice in order to increase your rent. This notice must include the amount of the increase the amount of the new rent and the date on which the increase will go in effect.

*(Right<sup>2</sup>Know continued on p. 10)*

**RIGHT<sup>2</sup>KNOW Continued from p. 9**

**EVICCTIONS Can my landlord make me leave my home?** Your landlord cannot change your locks, shut off your utilities, take your property out of your home or do anything else to force you to leave without a court order. Only the sheriff can physically force you to leave your home. If your landlord does lock you out of your home, tell your landlord that it is illegal and ask to be let back in. Call the police and call a lawyer as soon as possible. Your landlord *can* terminate your tenancy under certain circumstances. See below for more information. Your landlord must give you written notice stating when your tenancy will end, and take you to court if you do not move out by that date. Your landlord must give you advance written warning as discussed below. **What can my landlord do to make me leave?** Your landlord must give you a written notice in order to make you move out of the facility. The amount of time you must be given to move varies, depending on the circumstances. Your landlord *must* have a reason to make you leave a manufactured home facility. The reasons are discussed below.

**72-Hour Notice or 144 Hour Notice for Nonpayment of Rent (ORS 90.394)**

In most cases, a landlord can give you a written notice about nonpayment of rent starting on the eighth day after the rent is due. The landlord can give you a written 72-hour notice stating that you need to pay the rent or be move out within the 72-hour period. The landlord can wait only until the fifth day, but then must give you 144 hours to pay the rent. If you pay the rent for that month during the 72-hour period (or the 144-hour period) than you do not have to move. Your landlord is not required to accept a partial payment during this period. Your landlord may only require you to pay rent during this period and not late fees. If your landlord refuses to accept your rent payment during this period than you may have a defense if your landlord files an eviction court case. If you don't pay during the notice period, your landlord can file for an eviction in court. You have the right to a court hearing.

**30-Day Notices for Repeated Late Payment of Rent (ORS 90.630(8))**

If you pay your rent late on a regular basis your landlord can give you a 30 day notice of termination. If you are late paying rent for a single month, your landlord can give you a 72 hour notice or 144 hour notice for nonpayment of rent discussed above. However, if your landlord has given you at least three valid notices for non-payment of rent (either a 72 hour notice or 144 hour notice) during the last 12 months, then your landlord can give you a 30 day notice of termination regardless of whether or not you paid your rent that month. At least two of the past notices for nonpayment of rent in the last 12 months must include a warning that the third late payment could result in eviction. You have the right to a court hearing where you could raise any legal defenses you might have against the landlord's claim, but you do not have a right to correct the violation. In summary:

1. In order to give you this type of notice, your landlord must have given you notices for non-payment at least three times in the past 12 months.
2. In at least two of these notices, your landlord must have warned you that paying rent late again can lead to a 30-day notice.
3. The 30-day notice can come after the third notice for non-payment, or it can be given at the same time.

*[Note: 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. The 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.]*

To be continued...



*Nancy Gromen, Executive Director of the Union County Dispute Resolution Center, is offering her help and advice for our readers considering mediation services.*

## Choose Your Words Wisely

Language can push and pull our emotions depending on the word choices we make. Words can sway us, make us angry, or insult us. They can also make us curious and want to know more. Word choices have the power to change the course of a conversation, either into anger or into kindness, and mediation is all about communicating with those words that push or pull us into assumptions and feelings.

Mediation is about learning which words are triggers for disputes and which words are more likely to placate us. If I were to say to you, "We need to talk," how is that different from, "We need to speak about what happened?" It feels different, but why?

"We need to talk" carries unrealized connotations with it. The word "talk" has been used negatively in phrases like "You're all talk," "Talk is cheap," "You walk the talk but don't walk the walk," or my personal favorite, "I need to talk to you, young lady." Whenever I heard my personal favorite, I knew I was in trouble. So just by our word choices, we can set the tone for a dispute to be willingly discussed or instead escalated further. Remember the phrase, "Choose your words wisely."

Consider choosing the words "willing," "speak," and "some" instead of "must," "talk," and "any." Let's look at the question again and how it feels if I change the tone of the discussion by saying, "Would you be willing to speak about what happened?"

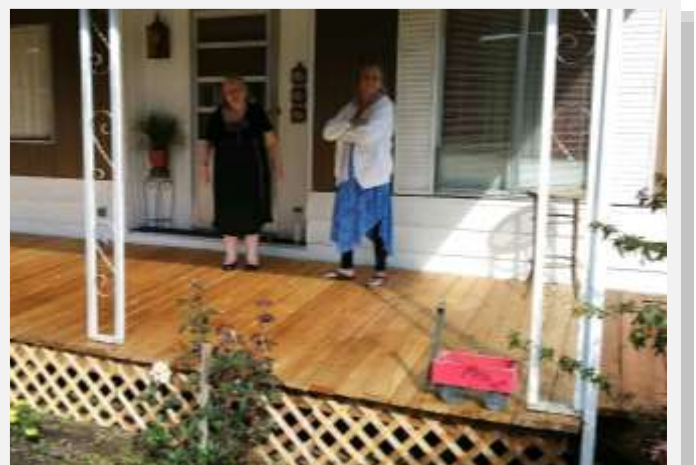
There is an openness to the revised phrase and a gentleness that cannot be overlooked. With no forcing the conversation, how could you refuse but say yes to further discussion?

Mediators have an ear for words and how they are used. So often we use rephrasing to clarify but also to de-escalate a build-up of anger, negativity, or harshness. If you have ever heard a mediator say, "I hear you saying..." they are most likely rephrasing not only to clarify but to scale back what has been said in anger.

Are there other trigger phrases that are common? Look at the response, "Yes, but..." This is a classic warning sign that the speaker means, "No."

How we communicate affects the outcome of the conversation, and let's face it, when we are angry, we don't think clearly. We don't choose our words deliberately but rather, we hurl them like spears. Should we really be surprised when words are chucked back? It's okay to take a moment in silence to choose your words wisely; once spoken they cannot be unspoken. A pause in speaking will often be a pause in the momentum of anger, and in my neighborhood, I'd like to see more silence than word daggers being tossed about. Wouldn't it be great if disputes could be avoided by choosing our words wisely?

## Helping Hands Helps Again!



**Molly Koester and her daughter Debra are shown on the new front deck of Molly's home at Twin Cedars in Lebanon. Helping Hands, OSTA's program for members aging in place, helped finance the deck. Contact Jane Capron for an application if you are a member needing repairs or renovations of your manufactured home. Aid is based on income and does not include assets.**

## Reaching Out...



### ...with Nancy Inglehart, MH/OSTA Outreach Director

This is an exciting time for OSTA. With the implementation of SB 586, a number of changes will take place on January 1, 2020. We will now be called Marina and Manufactured Housing Oregon State Tenants Association. We will also have the opportunity to ask for mandatory mediation to resolve certain park and marina issues.

This is a great opportunity to rebrand OSTA. We are looking forward to a new logo to incorporate marinas, a new more interactive website, and exciting opportunities for members to get involved.

Our NW 50+ magazine ad has been sent to the publisher, who is also planning to write a feature article on OSTA.

I will report on the I'm Home and NMHOA conferences. I have been asked to speak at the NMHOA conference on SB 586 mediation.

I encourage everyone who has a Fred Meyer REWARDS Card to sign up on their website and designate Manufactured Housing Oregon State Tenants Association 501c3 as their charity. Fred Meyer donates a percentage of all purchases to us. (similar concept to EBates Rokuten).

I have been visiting parks and neighborhood associations, talking to park managers and owners and speaking on a variety of topics. I attended a listening session at the Gresham Task Force on Housing and gave input about the underrepresentation of manufactured housing communities as an affordable housing option. We must keep our voice strong, present a positive front and make use of every opportunity to promote and preserve our lifestyle.

## At the Annual Meeting



*Mary Storm, Bart Eleveld and Cheryl Lohman*



*Marilyn Schroeder*



*Michelle McKinnie*



*Paul and  
Cookie  
Bryn*



*Sheryl,  
Mark, and  
Deanna*

(Chapter News continued from p. 6)

## Twin Cedars, Lebanon

*from Carolyn and Michael Moore, chapter officers*

Although this chapter (818) had been quite active in the past, there are only two members now from the previous one, which closed years ago. And as a young chapter, only about two years old now, we are faced with some of the typical challenges: 1. attendance and participation in meetings and events, 2. limited knowledge and information about our rights, and 3. relationships and community connections.

At our October meeting, we reviewed our progress, shared information from the state meeting, and introduced possible future projects. Our most recent project was a presentation from Neva Anderson, Emergency Preparedness coordinator for Linn County, who spoke about how to get ready for and cope with electrical outages, earthquakes, and other disasters. We were reminded how important it is for us to come together as a community. This is also what we are trying to do as we encourage residents to know their neighbors and meet new residents who move into the park. Nine new residents moved in recently, and we understand Twin Cedar has had a waiting list. Our chapter's events provide opportunities for making new friends. Future projects may involve preparation of welcome wagon baskets with a local resources list, creation of a Neighborhood Watch, and follow-up on maintenance issues such as asphalt paving, hazard trees, yard care including taking care of leaves and carport gutters and repairs. Of course, we continue to work to increase our membership and educate about OSTA's mission.

## SongBrook, Eugene

All fourth graders at Malabon Elementary School will receive a gift-wrapped book this month from residents of SongBrook. Debbie and Mark Harden are handling sales during Saturday coffee and donuts and will deliver the gifts to the children. Residents also donated baked goods for the November holiday bazaar with the income of \$328 donated to the school to help needy children.

At the fall chapter meeting OSTA president, John Hamilton, introduced guest speaker, Laurie Hauber from the Oregon Law Center who spoke about new laws passed this past legislative session that concern manufactured homeowners. Members elected Berta Rawie to a vacant spot on the chapter's board and voted to pay the registration fee of any SongBrook member attending the state meeting. Five members took advantage of the offer.

## Santiago/Grenada Estates, Springfield

Marlene Keller, chapter secretary, organized a pre-Thanksgiving dinner for OSTA members, complete with ham, mashed potatoes and gravy, rolls, vegetable and salads, and pumpkin pies. Members provided sides, including Chocolate Chicken Molé and oatmeal/walnut cookies. The business meeting included reports of Committee of 7 communication with the regional manager about resident concerns. Guests were Laurie Hauber from Legal Aid and Sheryl Stassi-Lampman, Lane District OSTA director, both offering guidance.



*Members from Grenada Estates at the chapter meeting*



*Members from Santiago at the chapter meeting*

## Rogue Valley Meadows, Medford

The officers of the OSTA chapter at Rogue Valley Meadows, formerly known as Table Rock MHP, are George Hurlt, president; Paul Kinney, vice-president, Debra Ragsdale, secretary, Sue O'Neill, treasurer, and Bernice Chaley, sergeant-at-arms.

*(Ed.'s Note: Renee Turula from Western Carriage Estates invites Chapters that agree with this petition to contact her for a copy and then collect signatures in your park to send to Oregon State Representatives and Senators. This petition has not been presented to the state MH/OSTA Board and therefore does not carry the Board's endorsement. It is printed here at Ms. Turula's request for your consideration. See contact information p. 5 "Notes in Mailbox".)*

## Petition for an Amendment to SB 608

This new law **SB 608** is written across the board to all residents occupying rental property but fails to consider those in a 55+ manufactured home park who own their homes and occupy a rented space of land. There is no definition or clarification under **SB 608** of "Residential Tenancies." **SB 608** never reviews the tenancy home description of ownership, only the obligations of the occupants and the landlord renting a home. Also, under this bill, new language was given for protection against eviction but only to those renting a home under **SB 608**. Those seniors owning their home in a 55+ community remain under the old language of **Oregon Statutes 90.600**, with eviction protection left to interpretation by the courts at a costly expense.

As those in 55+ manufactured parks age, so does their vulnerability to elder abuse. This new law conflicts with another state law, OAR 411-020-0002 that forbids "**wrongfully taking or appropriating the person's money or property either directly or through coercion or intimidation.**" The elderly are on a fixed income and their social security doesn't rise at the rate of 7%, allowed by the SB 608 formula. Therefore, this new law conflicts with an existing law because it causes a financial burden. Elder abuse involves a vulnerable person that suffers physical, emotional, or financial harm.

Please amend this law to read, the rental increase of 7% will not be an expected outcome for those owning their homes in a 55+ manufactured home community. This new law should instead read, "**Those renting a space (dwelling) are subjected only to increases that reflect the annual change in the consumer price index.**" Social Security does not give a raise reflecting the increase of food, utilities, or rising medical costs to the elderly. Instead, a negative deduction each year is usually the case going against any possible Social Security increases for cost of living. This new law **SB 608** as written now is discriminatory and fails to consider those who own their homes and rent only a space of land.

This 7% rise **above the annual change in consumer price index**, would bring yearly compounding increases to those who have worked hard for the last 50+ years preparing for retirement. These seniors have contributed to society; many have served in the Military. This **SB 608** law would force many seniors into homeless situations. The effect of this bill would also cause the loss of sales in a 55+ community. It would allow landlords/management to take over home possession of these vulnerable elderly from the financial burden placed on them. The State of Oregon will be held responsible for this overwhelming emotional, mental, physical, and now financial burden. Profiteering off the elderly should never be allowed.

Thank-you for listening to the voice of seniors in the State of Oregon, who believe this law doesn't represent the years of service and work it took to pay off their homes and live out the remainder of their lives without financial burden and stress.

We have signed our names below against "**SB 608**" as written. Please Amend this Bill for our protection and safety.

## Did You Know...

Minnesota is the only state in the country with a law that requires manufactured home parks to offer storm shelters or evacuation plans. The state law requires parks built after 1988 to have adequate storm shelters. Older parks are not required to have shelters but still must have a evacuation plan, approved by the local municipality, for residents to seek shelter off site in the case of severe weather.



## Legal Gal... Laurie Hauber

What will happen to 130 seniors on limited incomes, many with disabilities, when their homes are demolished so the owner can build a convention center? This is the fate that looms in the not-so-distant future for 130 residents of The Patrician Mobile Home Park, a senior park in Springfield. It is near a major hospital, stores, restaurants, and public transportation – all the amenities one needs to remain active and healthy. It has been part of the fabric of the community for more than 40 years, providing a network of support for thousands of residents over the years. How could something like this happen? The short answer is, because it can. There is nothing in state law that prevents an owner from redeveloping a park into another use.

The Patrician owner successfully sought to change the zoning of the park from “Low Density Residential” to “Mixed Use.” Due to the incredible organizing and outreach efforts of the residents, many people thought this zoning change would not happen. In fact, the planning commission voted against the owner’s proposed land use change, determining that preserving affordable housing was more important than promoting speculative commercial development. However, their decision is a non-binding recommendation; final authority rests with city council. Despite the standing room only crowd, the fact testimony was extended to two city council meetings because of the large turnout, and the compelling points raised by more than 40 people who testified in support of the residents, Springfield City Council voted to approve the land use change.

Before the park can be closed, state law requires that the owner: (i) provide residents with one year notice; and (ii) the owner must compensate residents \$6,000 for a single wide and \$8,000 for a double wide. This compensation is only a fraction of the market value of many of the homes in the park and the actual purchase price for homes that have sold in recent years. People have poured their life savings into purchasing their homes, many have nothing or too little left to even find an affordable apartment rental. Many residents are living with the fear of homelessness, some will have to file for bankruptcy because of their loan payments, and for the few who can afford something comparable, there are no spaces available in other parks.

How can we prevent this from becoming the fate of other parks? Unfortunately, there are no easy solutions. Residents can try to organize and make an offer to purchase the park. However, the owner is required under state law to consider an offer by residents *only* if a sale is contemplated. Redevelopment does not trigger this state requirement. In addition, all cities in Oregon had a window of opportunity to require more of park owners than what the state statute requires. Only a few chose to exercise that option while it was available, including Eugene and Bend. In 2007 the state legislature enacted a law that preempted local governments from passing ordinances that regulate manufactured dwelling park closures. This means no amount of pressure on city government will result in more favorable compensation for residents. However, there is nothing stopping a city from taking it upon themselves to provide more for its own residents and certainly during this acute housing crisis it seems prudent that local governments find creative ways to take care of those they are displacing. Another possibility is to encourage local jurisdictions to follow Portland’s recent lead and amend local zoning laws to make it more difficult for an owner to redevelop the park into another use.

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