



BUYING & SELLING MANUFACTURED HOMES IN OREGON

Owning a home in a manufactured housing park has many advantages, including lower down payment costs, lower maintenance costs and a sense of community. However, there are important economic and legal concerns to consider when becoming a tenant in a manufactured housing park.

Oregon law requires parks to give copies of the following documents to prospective tenants:

1. Rental Agreement and Park Rules
2. Statement of Policy
3. A copy of the applicable rules for screening and acceptance of a purchaser. (If you are buying a home in a park from a current or past tenant, these park rules must be listed in the seller's rental agreement)

The landlord must accept or reject the prospective tenant's application within seven (7) days following the day the landlord receives a complete and accurate written application.

- An application is **not** considered complete until the prospective tenant provides all required information and pays the screening fee.
- If the application is rejected, the landlord shall furnish to the seller and prospective purchaser a written statement outlining the reasons for rejection.

Read, re-read, and understand the entire rental agreement BEFORE signing!

- If you sign a rental agreement prior to moving into a park, the agreement may or may not have an exit clause that allows you to change your mind and cancel the agreement within a specified amount of time.
- Verbal agreements are not the same as signed written agreements. Only the written agreement you sign is binding on you or the landlord.

Your tenancy may be legally terminated for:

1. Failure to pay rent or fees
2. Violation of a park rule, the law or the conditions of occupancy
3. Park Closure

You can terminate your tenancy with a 30-day notice. Your landlord can close part or all of the park with a 12-month notice.

Statement of Policy

This is *not* part of your rental agreement. It summarizes information on things such as park-provided utilities and services (e.g. trash collection), minimum age criteria, mandatory mediation, and/or the park's informal dispute resolution policy. The Statement of Policy must also include a 5-year rent history of the space.

Park Rules and Regulations

These are part of your rental agreement and it is important to understand them before signing the rental agreement. Unless they are legally changed, these are the rules you must follow. For example, the rules may require “quiet” hours or place restrictions on the length of time that visitors can stay. Violations of any rule can result in your eviction from the park.

Rents

Space rents can and do go up. Rent increases require a 90-day notice. Currently, Oregon statute permits space rent increases within any 12-month period, not to exceed 7% + Consumer Price Index. Your space rent could increase faster than your ability to pay, especially if your income is fixed. If rents go up, you must pay, move, or risk eviction.

Buying or Selling a Manufactured Home

Whether buying or selling, all transactions must have the approval of the landlord. Usually a ten (10) day notice to the landlord is required. Selling your home may be performed by you, by a licensed realtor, or through consignment by the park. Residency, regardless of sale or purchase, cannot proceed without the approval of the landlord.

While not mandatory, a licensed home inspection is recommended. A tenant who has received a notice to make repairs may still sell the home, but must provide the buyer with a copy of any outstanding notices prior to a sale. The landlord may require, as a condition of sale/tenancy, that the buyer make the noted repairs within the notice period as long as they are consistent with [ORS 90.632](#), so it is important to understand the condition of the home you are buying.

Before any money is transferred, confirm that the park owner has knowledge of the sale and has given approval!

Generally, tenants are responsible for the maintenance of their home, landscaping, trees, the space and any other buildings on the space. Read your rental agreement and the park rules and regulations. Pay attention to the condition of sheds or outbuildings. If purchasing a home from the park owner, any defects or deficiencies must be resolved within the statute of limitations, which is 12 months.

If you choose to move out and want to sell your home in place, you will have to continue to pay rent, or what’s known as a “storage fee” (usually the same amount as the rent), until it is sold. Remember, the park owner may put **reasonable** restrictions on buyer eligibility. Any such restrictions must be outlined in your written rental agreement.

Rental Agreements

Most parks use what is called a “month-to-month” rental agreement (also called a lease or contract). These rental agreements continue indefinitely and can only be terminated “for cause.” Some parks offer “term” agreements (sometimes called a term lease or contract). These must be for a term of at least two years, and you must be offered a new lease at the end of each term.

Although a lease may give short-term guarantees on rent increases, there is no guarantee that you will be offered the same agreement beyond the expiration of the lease. Each new rental agreement permits the landlord to alter the terms, space rent, and park rules and regulations that apply to new residents.

This information is provided for educational purposes only and should not be considered legal advice. You should discuss your concerns with an attorney before buying or selling a home in a manufactured housing park.