



## BUYING & SELLING FLOATING HOMES IN OREGON

Owning a floating home in a marina has many advantages, including waterfront access, no yard maintenance, and a sense of community. However, there are important economic and legal concerns to consider when becoming a **tenant in a rented slip** at a floating home marina.

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

1. Rental Agreement and Marina 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 marina from a current or past tenant, these screening 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 marina, 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 valid fees
2. Material violation of your Rental Agreement, a marina rule, the law, or the conditions of occupancy
3. Failure to maintain your floating property, including your float

You can terminate your tenancy with a 30-day notice. Your landlord can serve you a Notice of Termination for breaking a rule, but they must allow you the opportunity to cure or fix most violations before filing an eviction.

### **Statement of Policy**

This is **not** part of your rental agreement. It summarizes information on things such as marina-provided utilities and services (e.g. trash collection), information about the marina's tenant's association (if one exists),



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mandatory mediation, and/or the marina's informal dispute resolution policy. The Statement of Policy must also include a 5-year rent history of the space. (ORS 90.510)

### **Marina 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 what you can do with your home. Material violations of any rule can result in your eviction from the marina. (ORS 90.610 & ORS 90.630)

### **Rents**

Space rents can and do increase. 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. (ORS 90.600)

### **Fees**

Oregon statute is very specific with regard to what kinds of fees a landlord may legally charge. For example, with the exception of an applicant screening fee, a landlord **may not charge a fee at the beginning of the tenancy.** There is no scenario in which a move-in-fee is allowable under Oregon law. If a landlord charges a tenant a fee which is not permissible by law, the tenant may recover twice the actual damages of the tenant or \$300, whichever is greater. Prepaid rents are deposits and unused portions must be returned to the tenant at the end of the tenancy. (ORS 90.302 & ORS 90.295 & ORS 90.297 & ORS 90.300)

### **Buying or Selling a Floating 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 marina. Residency, regardless of sale or purchase, cannot proceed without the approval of the landlord. (ORS 90.680)

While not mandatory, a licensed home inspection and separate float inspection is recommended. Floating homes are not like homes on land nor are they considered real estate and it is advisable to use an experienced floating home broker who knows what to look out for and can represent your interests.

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 only if 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 marina owner has knowledge of the sale and has given approval!**

Generally, tenants are responsible for the maintenance of their home and float, the space, and any other storage sheds, tender houses, or swim floats on the space. Read your rental agreement and the marina rules and regulations. Pay attention to the condition of all structures in the space. If purchasing a home from the



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marina 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 marina owner may put **reasonable** restrictions on buyer eligibility. Any such restrictions must be outlined in your written rental agreement.

### **Buying or Selling a Floating Home in Place**

A landlord may not deny any floating home space tenant the right to sell a floating home in place in the rented space or require the tenant to remove the floating home (or other floating property) from the space solely on the basis of the sale. A landlord cannot reject a prospective buyer's application or require that a prospective purchaser of an existing home remove the home from the rented space because of the age, size, style or original construction material of the home. (ORS 90.680)

### **Rental Agreements**

Most marinas 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 marinas 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 marina rules and regulations that apply to new residents.

### **Oregon Laws and Your Rights as a Floating Home Marina Tenant**

ORS Chapter 90 laws govern all residential tenancies (including apartments) and the second half of Chapter 90 gives additional rights to marina tenants. Any violation of a tenant's Chapter 90 rights must be addressed promptly as the Statute of Limitations is only one year. Learning about your rights is recommended. For example, a landlord may not make a rule that is in violation of your rights under ORS. Note all lease and rental agreements are subordinate to Oregon Statute. The more you know about your rights, the more comfortably you can enjoy living in your floating home marina.

*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 floating home in a marina.*

