



## **RIGHTS WHEN 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 also understands that there are important economic and legal concerns to consider when becoming a **tenant in a rented slip** at a floating home marina. Oregon Law [ORS 90.525 (6)] requires the marina landlord to provide this handout to prospective floating home marina tenants to help them understand their rights when buying a floating home, signing a lease, and becoming a tenant at a floating home marina.

**ORS 90.525 (6):** At the time of evaluating an applicant under ORS 90.303 (Evaluation of applicant) or a prospective purchaser under ORS 90.680 (Sale of dwelling or home on rented space)(10)(a) or upon the execution of a rental agreement, whichever is earlier, the landlord of a facility shall provide the applicant, purchaser or tenant a copy of an informational handout regarding rights of tenants and landlords when a tenant is selling a manufactured dwelling or floating home in a facility, in a form prescribed by the Housing and Community Services Department.

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

- i. Rental Agreement and Marina Rules
- ii. Statement of Policy
- iii. 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 signed 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:

- Failure to pay rent or valid fees
- Material violation of your Rental Agreement, a marina rule, the law, or conditions of occupancy
- 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), 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 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. The more you know about your rights, the more comfortably you can enjoy living in your 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.*

**The following pages contain a reference guide to your Chapter 90 rights.**



## FLOATING HOME LANDLORD/TENANT CHAPTER 90 RIGHTS REFERENCE GUIDE

Following are an introduction to some of the rights that Oregon law affords tenants in marinas which are important to know when considering a lease at a floating home marina. NOTE: The laws highlighted in gray are applicable to marina tenants but not to park tenants).

1. **Terms and conditions of rental agreement** (rules and lease terms prohibited by ORS)
  - Statute: **ORS 90.220:**
    - (1) A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other rule of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties.
  
2. **Notice of location in a 100-year flood plain** (and landlord penalties for violation)
  - Statute: **ORS 90.228:**
    - (1) If a landlord fails to provide a notice required under this section, and the tenant of the dwelling unit suffers an uninsured loss due to flooding, the tenant may recover from the landlord the lesser of the actual damages for the uninsured loss or two month's rent.
  
3. **Prohibited provisions in rental agreements** (and landlord penalties for violation)
  - Statute **ORS 90.245:**
    - (1) A rental agreement may not provide that the tenant:
      - (a) Agrees to waive or forgo rights or remedies under this chapter;
      - (b) Authorizes any person to confess judgment on a claim arising out of the rental agreement;
      - (c) Agrees to the exculpation or limitation of any liability arising as a result of the other party's willful misconduct or negligence or to indemnify the other party for that liability or costs connected therewith; or
      - (d) Agrees to pay liquidated damages, except as allowed under ORS 90.302 (Fees allowed for certain landlord expenses) (2)(e).
    - (2) A provision prohibited by subsection (1) of this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by the landlord to be prohibited and attempts to enforce such provisions, the tenant may recover in addition to the actual damages of the tenant an amount up to three month's periodic rent.
  
4. **Definitions and Security Deposits** (last month's rent, prepaid rent, rent, and security deposits, and landlord penalties for violation)
  - Statute **ORS 90.100:**
    - (25) "Last month's rent deposit" means a type of security deposit, however designated, the primary function of which is to secure the payment of rent for the last month of the tenancy.



- (35) “Prepaid rent” means any payment of money to the landlord for a rent obligation not yet due. In addition, “prepaid rent” means rent paid for a period extending beyond a termination date.
- (37) “Rent” means any payment to be made to the landlord under the rental agreement, periodic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a dwelling unit to the exclusion of others and to use the premises. “Rent” does not include security deposits, fees or utility or service charges as described in ORS 90.315 (Utility or service payments) (4) and 90.562 (Utility and service charges).
- (41) “Security deposit” means a refundable payment or deposit of money, however designated, the primary function of which is to secure the performance of a rental agreement or any part of a rental agreement. “Security deposit” does not include a fee.
- Statute **ORS 90.300:**
    - (10) A landlord shall account for and refund as provided in subsections (12) to (14) of this section any portion of a last month’s rent deposit the landlord does not apply as provided under subsection (9) of this section...
    - (11) When the tenancy terminates, a landlord shall account for and refund to the tenant, in the same manner this section requires for security deposits, the unused balance of any prepaid rent the landlord has not previously refunded to the tenant under ORS 90.380...
    - (13) The landlord shall return to the tenant the security deposit or prepaid rent or the portion of the security deposit or prepaid rent that the landlord does not claim in the manner provided by subsections (11) and (12) of this section not later than 31 days after the tenancy terminates and the tenant delivers possession to the landlord.
    - (16) If the landlord fails to comply with subsection (13) of this section or if the landlord in bad faith fails to return all or any portion of any prepaid rent or security deposit due to the tenant under this chapter or the rental agreement, the tenant may recover the money due in an amount equal to twice the amount:
      - (a) Withheld without a written accounting under subsection (12) of this section; or
      - (b) Withheld in bad faith.
  - 5. **Fees allowed for certain landlord expenses** (certain fees and noncompliance fees for parking are prohibited, also landlord penalties for violation)
    - Statute **ORS 90.302:**
      - (1) A landlord may not charge a fee at the beginning of the tenancy for an anticipated landlord expense and may not require the payment of any fee except as provided in this section. A fee must be described in a written rental agreement.
      - (8) If a landlord charges a tenant a fee in violation of this section, the tenant may recover twice the actual damages of the tenant or \$300, whichever is greater. This penalty does not apply to fees described in subsection (2) of this section.
    - Note: ORS 90.302 contains a list of 11 fees that marina landlords are legally allowed to charge a tenant. The following fees are **not** listed under the fees allowed under ORS:
      - Move-in fees



- A “noncompliance fee for parking” or parking violation fees [see ORS 90.302(9)]
  - Additional monthly fees for a tenant who adds another person to the tenancy
  - Guest fees for overnight guests
  - A supervision or management fee for work or contractor services performed on the tenant’s property where the landlord hired the work without the tenant’s consent
6. **Evaluation of applicant, Statement of Reasons for Denial, and Statement of Policy** (Tenant approval process, the screening and admission criteria for a prospect tenant must be included in seller’s rental agreement, and landlord penalties for violation)
- **ORS 90.303** and **90.304** describe in detail what a landlord is and is not allowed to screen for when evaluating a prospective tenant, the rights of a prospective tenant who has been denied, and a \$100 penalty for landlord who do not comply with ORS 90.304.
  - Statute **ORS 90.510**:
    - (5) The **rental agreement** required by subsection (4) of this section **must specify**:
      - (i) Any conditions the landlord applies in approving a purchaser of a manufactured dwelling or floating home as a tenant in the event the tenant elects to sell the home. Those conditions must be in conformance with state and federal law and may include, but are not limited to, conditions as to pets, number of occupants and screening or admission criteria.
  - Note: The tenant approval process is described in detail in ORS 90.303-304, and, in addition, the criteria the landlord uses must be found in the seller’s own rental agreement. A landlord cannot introduce new criteria for the tenant approval process or additional requirements of the tenant’s prospective purchaser beyond those already included in the seller’s written rental agreement. The prospective purchaser is not required to be interviewed nor “voted in” by other tenants at the marina.
7. **Disclosure of certain matters** (Landlords are required to retain exact copies of tenant rental agreements and furnish them to tenant upon request)
- Statute **ORS 90.305**:
    - (2) The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor landlord, owner or manager.
    - (4) (a) A landlord shall retain a copy of each rental agreement at the resident manager’s office...
    - (b) A tenant may request to see the rental agreement...the landlord shall make the agreement available for inspection
8. **Statement of policy and Causes of Action** (Landlords must provide a written statement of policy, rental agreement, and rules and regulations, and the rental agreement cannot be unilaterally amended by one party and landlord penalties for violation.)
- Statute **ORS 90.510**:



- (1) Every landlord who rents a space for a manufactured dwelling or floating home shall provide a written statement of policy to prospective and existing tenants...
  - (2) The rental agreement and the facility rules and regulations must be attached as an exhibit to the statement of policy. If the recipient of the statement of policy is a tenant, the rental agreement attached to the statement of policy must be a copy of the agreement entered by the landlord and tenant.
  - (3) The landlord shall give:
    - (a) Prospective tenants a copy of the statement of policy before the prospective tenants sign rental agreements...
  - (4) Every landlord who rents a space for a manufactured dwelling or floating home shall provide a written rental agreement, except as provided by ORS 90.710 (2)(d). The agreement must be signed by the landlord and tenant and may not be amended by one of the parties to the contract except by:
    - (a) Mutual agreement of the parties...
- Statute **ORS 90.510**:
    - (1) ...The statement of policy shall provide all of the following information in summary form:
      - (a) The location and approximate size of the space to be rented.
      - (b) The federal fair-housing age classification and present zoning that affect the use of the rented space.
      - (c) The facility policy regarding rent adjustment and a rent history for the space to be rented. The rent history must, at a minimum, show the rent amounts on January 1 of each of the five preceding calendar years or during the length of the landlord's ownership, leasing or subleasing of the facility, whichever period is shorter.
      - (d) The personal property, services and facilities that are provided by the landlord.
      - (e) The installation charges that are imposed by the landlord and the installation fees that are imposed by government agencies.
      - (f) The facility policy regarding rental agreement termination including, but not limited to, closure of the facility.
      - (g) The facility policy regarding facility sale.
      - (h) The facility policy regarding mandatory mediation under ORS 90.767 and informal dispute resolution, if any, under ORS 90.769.
      - (i) The utilities and services that are available, the name of the person furnishing them and the name of the person responsible for payment.
      - (j) The facility policy regarding methods of billing for utilities and services as described in ORS 90.560 to 90.584.
      - (k) If a tenants' association exists for the facility, a one-page summary about the tenants' association.
  - NOTE: There is a penalty for landlords who violate ORS 90.510(4) above.
  - Statute **ORS 90.710(2)**:





- (a) Except as provided in paragraphs (b) and (c) of this subsection, a tenant has a cause of action against the landlord for a violation of ORS 90.510 (Statement of policy) (4) for any damages sustained as a result of the violation, or \$100, whichever is greater.

9. **Statement of Policy, Notice of Proposed change in rule or regulation, and Fixed term tenancy expiration** (Landlords are limited by law as to what types of rules can be considered enforceable against a tenant and how rules are changed.)

- Statute **ORS 90.510:**

- (6) ...A rule or regulation is enforceable against the tenant only if:

- (a) The rule or regulation:

- (A) Promotes the convenience, safety or welfare of the tenants;

- (B) Preserves the landlord's property from abusive use; or

- (C) Makes a fair distribution of services and facilities held out for the general use of the tenants.

- (b) The rule or regulation:

- (A) Is reasonably related to the purpose for which it is adopted and is reasonably applied;

- (B) Is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct to fairly inform the tenant of what the tenant shall do or may not do to comply; and

- (C) Is not for the purpose of evading the obligations of the landlord.

- NOTE: While the law determines how rules changes are made, the rule-changing process is different depending on whether or not you have a month-to-month or a fixed term lease.

- For tenants on a month-to-month lease, the landlord must follow a process to propose new rules and allow the tenants to reject the new rule by majority vote.

- For tenants on fixed term leases, a Landlord can change the rules without tenant input when proposing a new Fixed Term Lease at least 60 days in advance of the current fixed term lease's expiration date.

- Statute **ORS 90.610 (Month-to Month Lease – New Rules):**

- (2) The landlord may propose changes in rules or regulations, including changes that make a substantial modification of the landlord's bargain with a tenant, by giving written notice of the proposed rule or regulation change, and unless tenants of at least 51 percent of the eligible spaces in the facility object in writing within 30 days of the date the notice was served, the change shall become effective for all tenants of those spaces on a date not less than 60 days after the date that the notice was served by the landlord.

- (6) The landlord's notice of a proposed change in rules or regulations required by subsection (2) of this section must be given or served as provided in ORS 90.155 (Service or delivery of written notice) and must include:

- (a) Language of the existing rule or regulation and the language that would be added or deleted by the proposed rule or regulation change; and



- (b) A statement substantially in the following form, with all blank spaces in the notice to be filled in by the landlord:

*The landlord intends to change a rule or regulation in this facility. The change will go into effect unless tenants of at least 51 percent of the eligible spaces object in writing within 30 days. Any objection must be signed and dated by a tenant of an eligible space. The number of eligible spaces as of the date of this notice is: \_\_\_\_\_. Those eligible spaces are (space or street identification): \_\_\_\_\_. The last day for a tenant of an eligible space to deliver a written objection to the landlord is \_\_\_\_\_ (landlord fill in date). Unless tenants in at least 51 percent of the eligible spaces object, the proposed rule or regulation will go into effect on \_\_\_\_\_. The parties may attempt to resolve disagreements regarding the proposed rule or regulation change by using the facility's mandatory mediation process or, if available, the facility's informal dispute resolution process.*

- Statute **ORS 90.545 (Fixed Term Lease – New Rules):**

- (3) ...a landlord's proposed new rental agreement may include new or revised terms, conditions, rules or regulations, if the new or revised terms, conditions, rules or regulations:

- (a)(A) Fairly implement a statute or ordinance adopted after the creation of the existing agreement;
- (B) Are the same as those offered to new or prospective tenants in the facility at the time the proposed agreement is submitted to the tenant and for the six-month period preceding the submission of the proposed agreement or, if there have been no new or prospective tenants during the six-month period, are the same as are customary for the rental market;
- (b) Are consistent with the rights and remedies provided to tenants under this chapter, including the right to keep a pet pursuant to ORS 90.530;
- (c) Do not relate to the age, size, style, construction material or year of construction of the manufactured dwelling or floating home contrary to ORS 90.632 (2); and
- (d) Do not require an alteration of the manufactured dwelling or floating home or alteration or new construction of an accessory building or structure.

10. **Unreasonable conditions of rental or occupancy prohibited and Causes of action** (A Landlord is prohibited from requiring that a tenant or prospective tenant use certain service providers, real estate agents, or restrict their choices of goods, and landlord penalties for violation.)

- Statute **ORS 90.525:**

- (1) A landlord may not impose conditions of rental or occupancy which unreasonably restrict the tenant or prospective tenant in choosing a fuel supplier, furnishings, goods, services or accessories.
- (2) A landlord may not prohibit a tenant from engaging a real estate agent or a licensed manufactured structure dealer of the tenant's choice to facilitate the sale or sublease



allowed under ORS 90.555 (Subleasing agreements) of the tenant's manufactured dwelling or floating home.

- Statute **ORS 90.710(1)**:
  - (a) Except as provided in paragraph (b) of this subsection, any person aggrieved by a violation of ORS 90.525 (Unreasonable conditions of rental or occupancy prohibited)...has a cause of action against the violator for any damages sustained as a result of the violation or \$500, whichever is greater.

#### 11. Use of common areas or facilities

- Statute **ORS 90.528**:
  - (1) A landlord who rents a space for a manufactured dwelling may require a deposit for the use of common areas or facilities by a tenant or tenants. The amount of any deposit charged for the use of common areas or facilities shall be reasonably based on the potential cleaning cost or other costs associated with the use of the area or facility. Conditions for return of a deposit shall be stated in writing and made available to the tenant or tenants placing the deposit.
  - (3) A landlord who rents a space for a manufactured dwelling shall not prohibit use of a common area or facility if the purpose of the prohibition is to prevent the use of the area or facility for tenant association meetings, tenant organizing meetings or other lawful tenant activities.

#### 12. Pets in facilities (If having pets at the marina becomes prohibited in the marina rules, any tenant keeping a pet on the premises at the time may continue to keep their pet and may also replace their pet with another similar pet for the duration of their tenancy.)

- Statute **ORS 90.530**:
  - (1) Notwithstanding a change in the rules and regulations of a manufactured dwelling or floating home facility that would prohibit pets, a tenant may keep a pet that is otherwise legally living with the tenant at the time the landlord provides notice of the proposed change to the rules and regulations of the facility. The tenant may replace a pet with a pet similar to the one living with the tenant at the time the landlord provided notice of the proposed change...
  - (2) A rental agreement between a landlord renting a space for a manufactured dwelling or floating home and a tenant renting the space must comply with the following:
    - (a) A landlord may not charge a one-time, monthly or other periodic amount based on the tenant's possession of a pet.
    - (b) A landlord may provide written rules regarding control, sanitation, number, type and size of pets. The landlord may require the tenant to sign a pet agreement and to provide proof of liability insurance. The landlord may require the tenant to make the landlord a co-insured for the purpose of receiving notice in the case of cancellation of the insurance.



(c) A landlord may charge a tenant an amount for a violation of a written pet agreement or rules relating to pets not to exceed \$50 for each violation.

13. **Fixed term tenancy expiration** (For tenants with a fixed term tenancy, the landlord is required to offer a lease renewal 60 days prior upon the expiration date. If the landlord fails to offer a renewal in compliance with the law, the tenancy automatically converts to a month-to-month and the tenant does not have to remove their floating home upon the expiration of the fixed term lease.)

- Statute **ORS 90.545:**

- (1) Except as provided under subsections (2) to (6) of this section, a fixed term tenancy for space for a manufactured dwelling or floating home, upon reaching its ending date, automatically renews as a month-to-month tenancy having the same terms and conditions, other than duration and rent increases under ORS 90.600.
- (2) To renew or extend a fixed term tenancy for another term, of any duration that is consistent with ORS 90.550, the landlord shall submit the proposed new rental agreement to the tenant at least 60 days prior to the ending date of the term. The landlord shall include with the proposed agreement a written statement that summarizes any new or revised terms, conditions, rules or regulations.
- (3) Notwithstanding ORS 90.610(2), a landlord's proposed new rental agreement may include new or revised terms, conditions, rules or regulations, if the new or revised terms, conditions, rules or regulations:
  - (a)(A) Fairly implement a statute or ordinance adopted after the creation of the existing agreement;
  - (B) Are the same as those offered to new or prospective tenants in the facility at the time the proposed agreement is submitted to the tenant and for the six-month period preceding the submission of the proposed agreement or, if there have been no new or prospective tenants during the six-month period, are the same as are customary for the rental market;
  - (b) Are consistent with the rights and remedies provided to tenants under this chapter, including the right to keep a pet pursuant to ORS 90.530;
  - (c) Do not relate to the age, size, style, construction material or year of construction of the manufactured dwelling or floating home contrary to ORS 90.632 (2); and
  - (d) Do not require an alteration of the manufactured dwelling or floating home or alteration or new construction of an accessory building or structure.
- (4) A tenant shall accept or reject a landlord's proposed new rental agreement at least 30 days prior to the ending of the term by giving written notice to the landlord.
- (5) If a landlord fails to submit a proposed new rental agreement as provided by subsection (2) of this section, the tenancy renews as a month-to-month tenancy as provided by subsection (1) of this section.
- (6) If a tenant fails to accept or unreasonably rejects a landlord's proposed new rental agreement as provided by subsection (4) of this section, the fixed term tenancy



terminates on the ending date without further notice and the landlord may take possession by complying with ORS 105.105 to 105.168.

(7) If a tenancy terminates under conditions described in subsection (6) of this section, and the tenant surrenders or delivers possession of the premises to the landlord prior to the filing of an action pursuant to ORS 105.110, the tenant has the right to enter into a written storage agreement with the landlord, with the tenant having the same rights and responsibilities as a lienholder under ORS 90.675 (20), except that the landlord may limit the term of the storage agreement to not exceed six months. Unless the parties agree otherwise, the storage agreement must commence upon the date of the termination of the tenancy.

- NOTE: The purpose of this Storage Agreement is to allow a tenant 6 months to sell their home in place, but the tenant can no longer live in the home as a tenant of the marina.

14. **Increases in rent** (Rent Increases for Month-to-Month tenancies are limited to 7% + CPI, once every 12 months, and landlord penalties for violation.)

- Statute **ORS 90.600**:

(2) If a rental agreement is a month-to-month tenancy to which ORS 90.505 to 90.850) apply, the landlord may not increase the rent:

(a) Without giving each affected tenant notice in writing at least 90 days prior to the effective date of the rent increase; and

(b) During any 12-month period, in an amount greater than seven percent plus the consumer price index above the existing rent.

(5) A landlord that increases rent in violation of subsection (2)(b) of this section shall be liable to the tenant in an amount equal to three months' rent plus actual damages suffered by the tenant.

15. **Increases in rent** (The law protects tenants who form a residents' committee and requires landlords to meet with the committee.)

- Statute **ORS 90.600(9)**:

(1) The tenants who reside in a facility may elect one committee of seven or fewer members in a facility-wide election to represent the tenants...Upon written request from the tenants' committee, the landlord or a representative of the landlord shall meet with the committee within 10 to 30 days of the request to discuss the tenants' nonrent concerns regarding the facility...

(b) The tenants' committee may be entitled to informal dispute resolution under ORS 90.769 if the landlord or landlord's representative fails to meet with the tenants' committee or fails to respond in good faith to the written summary as required by paragraph (a) of this subsection.



16. **Termination by landlord and Causes of action** (Limits that the law places on the reasons a landlord can terminate a tenancy, the law allows tenants the right to cure the problem and avoid the termination in most cases, also landlord penalties for violation.)

- Statute **ORS 90.630**:

- (1) ...the landlord may terminate a rental agreement for space for a manufactured dwelling or floating home by giving to the tenant not less than 30 days' notice in writing before the termination date designated in the notice, if the tenant:

- (a) Materially violates a law related to the tenant's conduct as a tenant;

- (b) Materially violates a rental agreement provision related to the tenant's conduct as a tenant and imposed as a condition of occupancy;

- (c) Is classified as a level three sex offender under ORS 163A.100(3) or is an unclassified adult sex offender designated as predatory prior to January 1, 2014; or

- (d) Fails to pay a:

- (A) Late charge pursuant to ORS 90.260 (Late rent payment charge or fee);

- (B) Fee pursuant to ORS 90.302 (Fees allowed for certain landlord expenses); or

- (C) Utility or service charge pursuant to ORS 90.568 (Pro rata billing) or 90.572 (Submeter billing).

- (5) The tenancy terminates on the termination date unless the tenant corrects the violation by the designated date in subsection (3)(c) of this section. If the notice fails to designate a date for correcting the violation, the violation must be corrected by the termination date.

- (6) Notwithstanding subsection (3) of this section, if a tenant avoids termination as described in subsection (5) of this section and substantially the same act or omission that constituted a prior violation of which notice was given recurs within six months after the termination date designated in the original notice, the landlord may terminate the tenancy upon at least 20 days' written notice before the termination date designated in the new notice specifying the violation and stating that the tenant has no right to correct the violation and avoid termination.

- Statute **ORS 90.710(1)**:

- (a) Except as provided in paragraph (b) of this subsection, any person aggrieved by a violation of ORS 90.630...has a cause of action against the violator for any damages sustained as a result of the violation or \$500, whichever is greater.

- NOTE: Many landlords use terminology to describe a written notice of violation such as "Eviction Notice" however, it is important for tenants to know that only judges can award an eviction judgement and typically sheriffs serve eviction notices. Landlord cannot serve an "Eviction Notice" which requires you to move out. A Termination Notice is not an eviction. Once you receive a Termination Notice from your landlord, tenants nearly always have the chance to fix the problem or stop doing the behavior that caused the notice. With the exception of nonpayment of rent ORS 90.394 and certain extreme behaviors listed in ORS 90.394 and 90.630(1)(c), tenants have the right to cure most issues or, in the event the violation has not been cured, the tenants are entitled to their day in court to defend themselves against a landlord's claim.



**17. Termination of tenancy due to physical condition of manufactured dwelling or floating home**

(Tenants have the right to correct the condition 60 days, and up to an additional 6 months under certain conditions. If float work is required, the tenant is entitled to a total of 12 months to make the repairs.)

• Statute **ORS 90.632**:

- (1) A landlord may terminate a month-to-month or fixed term rental agreement and require the tenant to remove a manufactured dwelling or floating home from a facility, due to the physical condition of the exterior of the manufactured dwelling or floating home, only by complying with this section and ORS 105.105 to 105.168. A termination shall include removal of the dwelling or home.
- (2) A landlord may not require removal of a manufactured dwelling or floating home, or consider a dwelling or home to be in disrepair or deteriorated, because of the age, size, style or original construction material of the dwelling or home ...
- (3) Except as provided in subsections (4) and (6) of this section, if the exterior of the tenant's dwelling or home is in disrepair or is deteriorated, a landlord may terminate a rental agreement and require the removal of a dwelling or home by giving to the tenant not less than 60 days' written notice before the date designated in the notice for termination.
- (4) If the disrepair or deterioration of the manufactured dwelling or floating home creates a risk of imminent and serious harm to dwellings, homes or persons within the facility, a landlord may terminate a rental agreement and require the removal of the dwelling or home by giving to the tenant not less than 30 days' written notice before the date designated in the notice for termination. The notice shall describe the risk of harm.
- (8) Except when the disrepair or deterioration creates a risk of imminent and serious harm to dwellings, homes or persons within the facility, the 60-day period provided for the tenant to correct the cause for termination and removal shall be extended by at least:
  - (a) An additional 60 days if:
    - (A) The necessary correction involves exterior painting, roof repair, concrete pouring or similar work and the weather prevents that work during a substantial portion of the 60-day period; or
    - (B) The nature or extent of the correction work is such that it cannot reasonably be completed within 60 days because of factors such as the amount of work necessary, the type and complexity of the work and the availability of necessary repair persons;
  - (b) An additional six months if the disrepair or deterioration has existed for more than the preceding 12 months with the landlord's knowledge or acceptance as described in ORS 90.412 (Waiver of termination of tenancy); or
  - (c) An additional 10 months if the disrepair or deterioration relates to the float of a floating home.



18. **Definitions for ORS 90.505 to 90.850** (Definition of Disrepair and Deterioration as used in Notices do not include aesthetic or cosmetic concerns)

- Note: A landlord does have the right to issue a Notice of Disrepair or Deterioration to a tenant, but this Disrepair and Deterioration are both defined by law and they do not include aesthetic or cosmetic issues.
- Statute **ORS 90.505(1)**:
  - (a) “Deterioration”:
    - (A) Includes a collapsing or failing staircase or railing, one or more holes in a wall or roof, an inadequately supported window air conditioning unit, falling gutters, siding or skirting, or paint that is peeling or faded as to threaten the useful life or integrity of the siding.
    - (B) Does not include aesthetic or cosmetic concerns.
  - (b) “Disrepair”:
    - (A) Means the state of being in need of repair because a component is broken, collapsing, creating a safety hazard or generally in need of maintenance.
    - (B) Includes the need to correct a failure to conform to applicable building and housing codes

19. **Waiver of termination of tenancy** (If the landlord knows about a tenant violation (not including deterioration or disrepair), and accepts rent for 3 periods, the landlord waives their right to terminate for that cause.)

- Statute **ORS 90.412**:
  - (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...
    - (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).

20. **Disposition of a manufactured dwelling or floating home left in a facility** (In the event that a floating home tenancy is terminated for reasons other than non-payment of rent, a marina tenant may leave their home in place and have up to 1-year to sell the home to a new approved marina tenant or move it out of the marina. The tenant must continue to pay storage charges (of an





amount not more than the monthly space rent last paid by the tenant) and utilities during the storage agreement.

- Statute **ORS 90.675:**

(22)(a) If a tenant of a marina makes a timely response to a notice of abandoned personal property pursuant to subsections (6) and (8) of this section and so requests, and has not entered into a storage agreement under ORS 90.545 (Fixed term tenancy expiration) (7), a landlord shall enter into a written storage agreement with the tenant providing that the personal property may not be sold or disposed of by the landlord for up to 12 months. A storage agreement entitles the tenant to store the personal property on the previously rented space during the term of the agreement.

21. **Sale of a dwelling or home on rented space and Causes of action** (Tenants have the right to sell their home in place cannot be required to remove it when selling their floating homes, also landlord penalties for violation.)

- Statute **ORS 90.680:**

(2) A landlord may not deny any manufactured dwelling or floating home space tenant the right to sell a manufactured dwelling or floating home on a rented space or require the tenant to remove the dwelling or home from the space solely on the basis of the sale.

(4)(b) The landlord may not exact a commission or fee unless the landlord has acted as representative for the seller pursuant to a written consignment contract.

(9)(a) If a landlord requires a prospective purchaser to submit an application for occupancy as a tenant under subsection (8) of this section, the landlord shall provide, upon request from the purchaser, a copy of the application. At the time that the landlord gives the prospective purchaser an application the landlord shall also give the prospective purchaser:

- (A) Copies of the statement of policy, the rental agreement and the facility rules and regulations, including any conditions imposed on a subsequent sale, all as provided by ORS 90.510 (Statement of policy);
- (B) Copies of any outstanding notices given to the tenant under ORS 90.632 (Termination of tenancy due to physical condition of manufactured dwelling or floating home);
- (C) A list of any disrepair or deterioration of the manufactured dwelling or floating home;
- (D) A list of any failures to maintain the space or to comply with any other provisions of the rental agreement, including aesthetic or cosmetic improvements; and
- (E) A statement that the landlord may require a prospective purchaser to complete repairs, maintenance and improvements as described in the notices and lists provided under subparagraphs (B) to (D) of this paragraph.

(10) The following apply if a landlord receives an application for tenancy from a prospective purchaser under subsection (8) of this section:



- (a) The landlord shall accept or reject the prospective purchaser’s application within seven days following the day the landlord receives a complete and accurate written application...
- (12) A landlord may not, because of the age, size, style or original construction material of the dwelling or home
  - (a) Reject an application for tenancy from a prospective purchaser of an existing dwelling or home on a rented space within a facility; or
  - (b) Require a prospective purchaser of an existing dwelling or home on a rented space within a facility to remove the dwelling or home from the rented space.
- Statute **ORS 90.710(1)**:
  - (a) Except as provided in paragraph (b) of this subsection, any person aggrieved by a violation of ORS 90.680 (Sale of dwelling or home on rented space)...has a cause of action against the violator for any damages sustained as a result of the violation or \$500, whichever is greater.
  - (b) If a person violates ORS 90.680 three or more times within a 24-month period, a person has a cause of action against the violator for any damages sustained as a result of the third or subsequent violation or \$1,000, whichever is greater.
- Note: Nothing in ORS allows a landlord to require a prospective tenant to meet with them in person, interview with other tenants, delay their acceptance beyond 7 days because the landlord is on vacation.
- Note: Some marina leases have required a tenant to grant the landlord a Right of First Refusal which states that a landlord can stop a sale in progress and has up to 10 days to meet the prospective purchaser’s offer and then the tenant would be required to sell their home to the landlord. Nothing in ORS allows a landlord to do this and this is not an enforceable term of a Chapter 90 Landlord-Tenant lease. If you see a rental agreement with this term, please contact an attorney to help advise you of your rights. [See ORS 90.245 (2): A provision prohibited by subsection (1) of this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by the landlord to be prohibited and attempts to enforce such provisions, the tenant may recover in addition to the actual damages of the tenant an amount up to three month’s periodic rent.]

**22. Landlord duty to maintain rented space, vacant spaces and common areas in habitable condition**  
(and landlord penalties for violation)

- Statute **ORS 90.730**:
  - (1) As used in this section, “facility common areas” means all areas under control of the landlord and held out for the general use of tenants.
  - (2) A landlord who rents a space for a manufactured dwelling or floating home shall at all times during the tenancy maintain the rented space, vacant spaces in the facility and the facility common areas in a habitable condition.
  - (6) A facility common area is considered uninhabitable if it substantially lacks:



(a) Buildings, grounds and appurtenances that are kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;

(b) Safety from the hazards of fire...

- NOTE: ORS does not allow landlords to enforce rules or rental agreement terms that indicate that the landlord is not liable for common areas of the marina or ask you to agree that docks are at-your-own-risk areas. For a full list of what the law requires landlords to provide to tenants to be considered “habitable,” see the entire text of ORS 90.730. [See also ORS 90.245 (2): A provision prohibited by subsection (1) of this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by the landlord to be prohibited and attempts to enforce such provisions, the tenant may recover in addition to the actual damages of the tenant an amount up to three month’s periodic rent.]

23. **Right to assemble or canvass in a facility and Action to enjoin violation of ORS 90.750 to 90.755** (Tenants have the right to meet and post flyers in common areas regarding floating home life, tenants groups, etc. and landlord penalties for violation.)

- Statute **ORS 90.750**: No provision contained in any bylaw, rental agreement, regulation or rule pertaining to a facility shall:
  - (1) Infringe upon the right of persons who rent spaces in a facility to peaceably assemble in an open public meeting for any lawful purpose, at reasonable times and in a reasonable manner, in the common areas or recreational areas of the facility. Reasonable times shall include daily the hours between 8 a.m. and 10 p.m.
  - (2) Infringe upon the right of persons who rent spaces in a facility to communicate or assemble among themselves, at reasonable times and in a reasonable manner, for the purpose of discussing any matter, including but not limited to any matter relating to the facility or manufactured dwelling or floating home living. The discussions may be held in the common areas or recreational areas of the facility, including halls or centers, or any resident’s dwelling unit or floating home. The landlord of a facility, however, may enforce reasonable rules and regulations including but not limited to place, scheduling, occupancy densities and utilities.
  - (3) Prohibit any person who rents a space for a manufactured dwelling or floating home from canvassing other persons in the same facility for purposes described in this section. As used in this subsection, “canvassing” includes door-to-door contact, an oral or written request, the distribution, the circulation, the posting or the publication of a notice or newsletter or a general announcement or any other matter relevant to the membership of a tenants’ association.
- Statute **ORS 90.720**: In addition to the tenant’s cause of action under ORS 90.710, any tenant prevented from exercising the rights in ORS 90.750 (Right to assemble or canvass in facility) or 90.755 (Right to speak on political issues) may bring an action in the appropriate court having jurisdiction in the county in which the alleged infringement occurred, and upon



favorable adjudication, the court shall enjoin the enforcement of any provision contained in any bylaw, rental agreement, regulation or rule, pertaining to a facility, which operates to deprive the tenant of these rights.

**24. Prohibitions on retaliatory conduct by landlord, Causes of action, and Action to enjoin violation of ORS 90.750 to 90.755 (and landlord penalties for violation)**

- Statute **ORS 90.765:**
  - (1) In addition to the prohibitions of ORS 90.385 (Retaliatory conduct by landlord), a landlord who rents a space for a manufactured dwelling or floating home may not retaliate by increasing rent or decreasing services, by serving a notice to terminate the tenancy or by bringing or threatening to bring an action for possession after:
    - (a) The tenant has expressed an intention to complain to agencies listed in ORS 90.385 (Retaliatory conduct by landlord);
    - (b) The tenant has made any complaint to the landlord which is in good faith;
    - (c) The tenant has filed or expressed intent to file a complaint under ORS 659A.820 (Complaints); or
    - (d) The tenant has performed or expressed intent to perform any other act for the purpose of asserting, protecting or invoking the protection of any right secured to tenants under any federal, state or local law.
  - (2) If the landlord acts in violation of subsection (1) of this section the tenant is entitled to the remedies provided in ORS 90.710 (Causes of action) (1) and has a defense in any retaliatory action against the tenant for possession.
- Statute **ORS 90.710(1):**
  - (a) Except as provided in paragraph (b) of this subsection, any person aggrieved by a violation of ORS 90.765 (Prohibitions on retaliatory conduct by landlord)...has a cause of action against the violator for any damages sustained as a result of the violation or \$500, whichever is greater.
- Statute **ORS 90.720:** In addition to the tenant’s cause of action under ORS 90.710, any tenant prevented from exercising the rights in ORS 90.750 (Right to assemble or canvass in facility) or 90.755 (Right to speak on political issues) may bring an action in the appropriate court having jurisdiction in the county in which the alleged infringement occurred, and upon favorable adjudication, the court shall enjoin the enforcement of any provision contained in any bylaw, rental agreement, regulation or rule, pertaining to a facility, which operates to deprive the tenant of these rights.

**25. Mandatory Mediation** (Tenants can initiate Mandatory Mediation to help resolve an issue with their landlord or to pause the timeline on a Termination Notice, and landlord penalties for violation)

- Statute **ORS 90.767:**
  - (10) If a party refuses to participate in good faith in mediation with another party or uses mediation to harass another party, the other party:



(a) Has a defense to a claim related to the subject of the dispute for which mediation was sought; and

(b) Is entitled to damages of one month's rent against the party.

- NOTE: Contact the MMCRC for more information about initiating Mandatory Mediation with your landlord to resolve your dispute.

26. **Notice of sale of facility and Notices and processes in facility transfer** (The landlord must notify tenants when they are considering selling the marina and give the tenants the opportunity to purchase the marina themselves prior to marketing the marina, also landlord penalties for violation(Statutes ORS 90.842 – 90.850 describe the full procedure and rights)

- Statute **ORS 90.842:**
  - (1) An owner of a facility shall give written notice of the owner's interest in selling the facility before the owner markets the facility for sale or when the owner receives an offer to purchase that the owner intends to consider, whichever occurs first.
- Statute **ORS 90.846:**
  - (5) If the owner does not comply with requirements of this section and ORS 90.842 (Notice of sale of facility) and 90.844 (Procedures for purchase of facility by tenants), in a substantial way that prevents the tenants from competing to purchase the facility, the tenants may:
    - (a) Obtain injunctive relief to prevent a sale or transfer to an entity that is not formed by or associated with the tenants when the owner has not caused an affidavit to be recorded before the sale or transfer pursuant to ORS 90.850; or
    - (b) Recover 10 percent of the sale price of the facility.
  - (6) Upon an award of damages under subsection (5)(b) of this section, the Department of Justice becomes a judgment creditor as to 50 percent of the award and the prevailing party becomes a judgment creditor for the remaining 50 percent of the award...
- NOTE: Any rental agreement, Statement of Policy, Rules and Regulations, or otherwise which states that the landlord or owner does not need to notify tenants in the event of a sale is violation ORS.

27. **Temporary movement of a floating home** (30-Day notice for the temporary relocation of a floating home for certain reasons and landlord penalties for violation.)

- Statute **ORS 90.729:**
  - (1) A landlord may require a tenant in a marina to move the tenant's floating home under this section for reasons allowing for the safety and convenience of the marina and other tenants, including:
    - (a) Moving another floating home within the marina;
    - (b) Repairing an adjacent floating home; or
    - (c) Dredging, repairing an adjacent dock or otherwise repairing or improving the marina.
  - (2) Before requiring the tenant to move, the landlord must give written notice to the tenant specifying the reason for the move, describing the parties' rights and obligations under



subsections (4) to (6) of this section, the allowable dates for the move and the maximum duration of the move.

- (4) The landlord must:
  - (a) Move the floating home to another space in the marina that allows the tenant to continue to occupy the home.
  - (b) Return the floating home to its original space at the end of the relocation period.
- (8) If a landlord fails to comply with a provision of this section, a tenant is entitled to damages of one month's rent or twice the tenant's actual damages, whichever is greater.

