



Manufactured Housing Communities of Oregon

MHCOC Form 13-A: Deferred Payment Agreement – COVID 19

Revised 4-2-2020

This Form 13-A is intended for use by manufactured housing communities located within the jurisdictions of the City of Portland and/or Multnomah County. If Landlord and Resident wish to enter into a similar deferred rental arrangement outside of the Portland/Multnomah County area they may use MHCOC Form B.

Name of Community/Park:

Address:

Effective Date: _____

Resident(s): _____

Address: _____

This Agreement is incorporated into and shall become a part of the current Rental/Lease Agreement between Landlord and Resident.

Definition. For purposes of this Agreement, the term “rent” shall also include fees, utility and service charges payable directly to Landlord. Fees, utility and service charges payable by Resident to other third-party providers are not “rent” under this Agreement, and shall remain Resident’s sole responsibility during the Moratorium defined below.

Eligibility. Multnomah County, including the City of Portland have issued a temporary moratorium (“Moratorium”) on nonpayment of rent evictions caused by substantial wage loss resulting from COVID-19. In order for a Resident to be eligible, her or she must:

1. Demonstrate a substantial loss of income resulting from the COVID-19 Pandemic (including County, state, and federal restrictions imposed to mitigate its spread); and
2. Provide Landlord with documentation or other objectively verifiable means of such substantial loss confirming that they are unable to timely pay rent as a result of the COVID-19 Pandemic; and
3. Provide such notification to Landlord on or before the date rent is due under Resident’s Rental/Lease Agreement.

Agreement. Landlord acknowledges that Resident has provided timely and satisfactory evidence of a substantial wage loss resulting from the COVID-19 Pandemic. Accordingly, Landlord and Resident agree as follows:

1. During the Moratorium, Resident agrees to pay Landlord *on a best efforts basis* the reduced sum of \$ _____/month for the months of _____, or termination of the Moratorium, whichever first occurs.
2. Unless otherwise agreed in writing, nothing in this Moratorium shall relieve Resident from liability for unpaid rent;
3. Unless otherwise agreed in writing, any deferred rent resulting from the Moratorium must be paid

within six (6) months after expiration of Oregon’s Declaration of Emergency (“Six Month Repayment Period”);

4. No late fees may be charged for rent that is delayed under the Moratorium;
5. Landlord will not file for eviction due to unpaid rent deferred by the Moratorium;
6. This Agreement shall not apply to any non-rent sums due to Landlord under Resident’s Rental/Lease Agreement (e.g. utilities, fees, or other charges **paid to third parties other than the landlord**) which shall remain due and payable on time.
7. Except as otherwise proved herein, Landlord reserves the right to fully enforce the terms of Resident’s Rental/Lease Agreement.

Nonwaiver. Resident agrees that any nonpayment of rent occurring under this Agreement shall not constitute a waiver of the right to thereafter collect it under applicable Oregon law following the Six-Month Repayment Period. Time is declared to be of the essence.

Additional Provisions. _____

By signing below, Resident certifies that the documentation or other objectively verifiable information supporting a substantial wage loss is true and correct to the best of his/her knowledge. In the event that through other income or employment, Resident’s wage loss is reduced or eliminated, Landlord will be promptly notified, and this Agreement shall either be terminated or modified accordingly.

RESIDENT _____ Date _____

RESIDENT _____ Date _____

LANDLORD/AGENT _____ Date _____

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