



Manufactured Housing Communities of Oregon

MHC Form 101: Landlord's Informational Notice #1 (To be issued during Emergency Period only.)

Revised July 2020 | This form is exclusively licensed to: _____

Name of Community/Park: _____

Address: _____

DATE OF THIS NOTICE (Insert the date this Notice is personally served, deposited in the mail, or mailed and securely attached to the main entrance of the Resident's residence.) _____.

RESIDENT(S): _____

ADDRESS: _____ SPACE _____

CITY _____ STATE _____ ZIP _____

Pursuant to Oregon House Bill 4213 (Special Session, June 26, 2020) the period between April 1, 2020 and September 30, 2020 is designated as an "Emergency Period".

1. During the Emergency Period you continue to owe Rent as it comes due. The term "Rent" includes base rent, utility or service charges, or any other charge or fee as described in your Rental/Lease Agreement, including sums that may be owed under ORS 90.140, 90.302, 90.315, 90.392, 90.394, 90.560 to 90.584 or 90.630 (identified in Definitions below).
2. During the Emergency Period Landlord may not, and may not threaten to:
 - a. Deliver a termination notice based on your Nonpayment Balance, defined below;
 - b. Initiate or continue an eviction action based on a termination notice for Nonpayment, defined below, delivered on or after April 1, 2020;
 - c. Take any action that would interfere with the possession or use of your Space based on your Nonpayment Balance, defined below;
 - d. Assess a late fee or any other penalty on your Nonpayment, defined below; or
 - e. Report your Nonpayment Balance, defined below, as delinquent to any consumer credit reporting agency.
3. Landlord may not file an eviction against you for Nonpayment, defined below, before September 30, 2020.
4. During the Emergency Period Landlord may not:
 - a. Deliver a no-cause termination notice to you; or
 - b. File an eviction against you based on a no-cause termination notice (If the first year of occupancy would end during the Emergency Period, for the purposes of a no-cause termination notice, the "first year of occupancy" is extended until 30 days after termination of the Emergency Period).



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5. Our records indicated that as of the above DATE OF THIS NOTICE, your Nonpayment Balance, defined below, is *[Include amounts and months - do not include late fees for Rent accruing during the Emergency Period]*:

This amount may change during the Emergency Period, depending upon payments received from you or made on your behalf.

Definitions: “**Nonpayment**” means nonpayment of rent that becomes due during the Emergency Period. Besides rent, Nonpayment includes: late charges; utility or service charges; and any other charge or fee as described in the rental agreement or the following statutes: ORS 90.140 (Types of payments landlord may require or accept); ORS 90.302 (Fees allowed for certain landlord expenses); ORS 90.315 (Utility or service payments); ORS 90.392 (Termination of tenancy for cause); ORS 90.394 (Termination of tenancy for failure to pay rent); 90.560 to 90.584 (Utilities and service charges); 90.630 (Termination of MHP tenancy). “**Nonpayment Balance**” includes all the remaining items of Nonpayment, after credit for payments made to Landlord by or for Tenant during the Emergency Period.

Owner/Agent: _____ Phone: _____

Name of Community/Park: _____

Address: _____

