



MHCO Form 103: Tenant's Notice To Pay (To be issued by Tenant only after Receiving Landlord's Informational Notice MHCO Form 102 when Emergency Period has expired.)

Revised 10-2020 | 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, sent via electronic mail, or via some other method reasonably calculate to give Landlord actual notice as defined in ORS 90.150. If Tenant's Notice is verbal or by voice message, Tenant shall promptly complete this form and deliver it to Landlord via personal service, regular mail, or electronic mail.) _____

RESIDENT(S): _____

ADDRESS: _____ SPACE _____

CITY _____ STATE _____ ZIP _____

Oregon House Bill 4213 (Special Session, June 26, 2020) designated the period between April 1, 2020 and September 30, 2020 as an "Emergency Period". The Emergency Period has expired. This Tenant's Notice to Pay only applies to repayment of the Nonpayment Balance, defined below, that accrued during the Emergency Period.

Tenant acknowledges the following:

1. Tenant has received Landlord's Informational Notice #2 setting forth the Nonpayment Balance defined below.
2. Tenant has 14 days (17 if this Notice to Pay is sent by regular mail) to notify Landlord below how Tenant intends to pay the Nonpayment Balance. Tenant plans to pay the Nonpayment Balance as follows [Select only one]:

Within 14 days from the DATE OF THIS NOTICE set forth in Landlord's Informational Notice #2; or

By the end of the 6-month Grace Period on March 31, 2021.

3. **Check if applicable:** Tenant accepts Landlord's proposed Plan described in Landlord's Informational Notice #2.
4. Tenant understands that payment of the Nonpayment Balance does not include any late fees accruing for Nonpayment during the Emergency Period, April 1, 2020 through September 30, 2020.



5. Subject to No. 3, above, Tenant understands that if there is a Nonpayment Balance due to Landlord, Oregon Law requires that Tenant *must* notify Landlord of Tenant's intention to use the Grace Period to pay it and that the failure to give notice to the Landlord of utilization of the 6-month Grace Period described above may result in the assessment of penalty damages against Tenant equal to 50 percent of one month's rent following the Grace Period.

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.

I/WE UNDERSTAND THAT PURSUANT TO GOVERNOR BROWN'S EXECUTIVE ORDER 20-56, THERE IS AN "EVICTION MORATORIUM PERIOD" FROM **SEPTEMBER 30, 2020 THROUGH DECEMBER 31, 2020** (UNLESS EXTENDED BY THE GOVERNOR). DURING THAT TIME, MY/OUR LANDLORD SHALL NOT, AND SHALL NOT THREATEN TO: (A) TAKE ANY ACTION AGAINST ME/US FOR REASON OF NONPAYMENT*** THAT WOULD INTERFERE WITH MY/OUR POSSESSION OR USE OF MY/OUR SPACE; (B) ASSESS A LATE FEE OR OTHER PENALTY FOR NONPAYMENT; OR (C) REPORT MY/OUR NONPAYMENT AS DELINQUENT TO ANY CONSUMER REPORTING AGENCY.

*** "Nonpayment" means nonpayment my/our landlord that became due during the period **April 1, 2020 through December 31, 2020**, for rent, late charges, utility or service charges, or any other charge or fee as described in my/our rental agreement, or ORS 90.302, 90.315, 90.392, 90.394, 90.560 to 90.584, 90.630, 90.140, and 90.260.

Resident: _____ Date: _____

Resident: _____ Date: _____

Name of Community/Park: _____

Address: _____