SENATE COMMITTEE ON HUMAN SERVICES

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Background Information for SB 277 and SB 880 re: Termination of Tenancies in Manufactured Dwelling Parks

Manufactured dwelling park tenancies may only be terminated for cause:

- For CONDUCT: a violation of a law related to the tenant's conduct as a tenant or a violation of a rental agreement or rule related to the tenant's conduct and imposed as a condition of occupancy. ORS 90.630.
- For DISREPAIR or DETERIORATION of the tenant's manufactured dwelling. ORS 90.632.
- Other causes, such as nonpayment of rent or outrageous conduct (threatening injury, causing property damage, crimes). ORS 90.394, 90.396.

In the first two cases, the landlord must give the tenant at least 30 days' written notice and the tenant has the right to cure the violation.

Termination for conduct includes failure to maintain the space on which the dwelling is located, including debris and landscaping. ORS 90.740.

Disrepair and deterioration are not defined in ORS 90.632. **SB 277** is intended to remedy that, using dictionary definitions.

SB 880 limits the tenant defense of waiver.

WAIVER: ORS 90.412 provides that a landlord waives or loses the right to terminate a tenancy for a particular violation if the landlord knows of the violation and accepts rent for three separate rental periods after learning of the violation.

- This has been the law in Oregon since the Oregon Residential Landlord and Tenant Act was adopted in 1973, and it was copied from a Uniform Act.

There are many exemptions to waiver, which have been negotiated between landlord and tenant advocates and added to ORS 90.412 since 1973. The following are explicitly not waived:

- Threats of injury or property damage or serious crimes ("outrageous conduct"). ORS 90.412 (4) (e), ORS 90.396.
- Disrepair or deterioration of a manufactured dwelling. ORS 90.412 (4) (d) (A), ORS 90.632.
- Failure to maintain the rented space for a manufactured dwelling regarding debris and landscaping. ORS 90.412 (4) (d) (B), ORS 90.740 (2) and (4) (b), (h), and (i).
- Conduct for which the landlord gives a written warning notice within the three month period; the warning is good for a year and can be renewed. ORS 90.412 (4) (b) and (5).
- If the landlord and tenant agree otherwise within the three month period.

A landlord may have aesthetic standards in the rental agreement or the rules and may terminate a tenancy for failure to meet those standards, for example, paint color, under ORS 90.630. But aesthetics are not disrepair (as SB 277 proposes to make clear) and may be waived.

Examples of landlord termination notices that wrongly claimed to be for disrepair:

- Paint color (not peeling paint, just the color)
- In-window air conditioners (correctly and safely installed)
- Installation of lattice
- Unapproved window treatments (curtains), drapes not hanging straight
- Wood railing on deck (wrong material)
- Incorrect type of gravel

All of the above are aesthetic issues, not disrepair, and had existed for years, often with express oral approval from the manager (who is now long gone).

Waiver is a matter of fairness. It is not fair to make a manufactured dwelling homeowner – someone who owns her own home – fear a termination and incur expense to "fix" something that is not broken and has existed for years with the landlord's knowledge. This is especially an issue for seniors on fixed incomes.

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