

I am writing in support of HB 2008, which addresses the critical need for enforcement of Chapter 90 statutes.

Without enforcement, a park landlord has little or no incentive to obey the law, and when a landlord violates the law, a park resident has no recourse other than to hire an attorney and go to court, which most cannot afford to do. Many Oregon parks are owned by California corporate landlords, and Oregon park residents are suffering due to the lack of enforcement. We are *homeowners* on rented land and many are retirees on fixed incomes.

Today I share the story of my neighbors, Bobby & Carmen. Bobby is 87 years old and Carmen is 80. Last fall, their 54-year old daughter, Elizabeth, came to live with them. Our park rules require any guest staying over 30 days to report and register at the park office. Bobby took Elizabeth to register when she arrived. Two months later, the park manager told Bobby that if he and Carmen wanted their daughter to continue living in their home, their 99-year rental agreement would be terminated. He could either sign a 5-year agreement that contains an illegal and unenforceable provision agreeing to forego his rights under Chapter 90...OR, a month-to-month agreement subject to rent increases every 90 days. If he wanted to keep his current rental agreement, his daughter would have to leave the home. The park manager required a decision by the end of the month.

Letters were exchanged between Bobby's attorney and the landlord. When the landlord did not reply to the attorney's January letter, Bobby believed the matter was settled. Two months later, the landlord's attorney wrote to inform Bobby that his daughter would be required to sign a temporary occupancy agreement in order to remain in the home. Tired of the emotional strain and financial burden this was becoming, Bobby registered Elizabeth as her parents' caregiver. The park manager told Bobby that due to her caregiver status, Elizabeth is no longer allowed to go anywhere in the park unless accompanied by her parents. She may only enter the clubhouse to retrieve the mail. Elizabeth doesn't drive and this restriction effectively makes her a prisoner within the home. Now that her movements within the park have been restricted, Bobby has asked his attorney to ask the landlord to grant a waiver allowing Elizabeth to walk unaccompanied on the streets of our park. The fear and anxiety this has caused for this couple in

their 80's, their daughter, and the rest of us who have watched this situation unfold over the last four months is indescribable.

Another neighbor whose rental agreement had expired over a year earlier, received a letter from the landlord in January telling her that if she wished to continue to rent the lot, the landlord was requiring her to sign the 5-year rental agreement that contains an illegal and unenforceable provision agreeing to forego her rights under Chapter 90. Because her lease had expired, the landlord's letter was in violation of 90.545, which states that when a rental agreement expires it *"automatically renews as a month-to-month tenancy having the same terms and conditions."* She was fearful that she would be forced to move from the home she owns, if she didn't comply with the landlord's demand. She had to pay an attorney to force the landlord to obey the law.

This is only two of more than a dozen similar incidents in my park, and there are countless incidents like this occurring regularly in parks all over the state. We Oregon homeowners who rent our land are in a vulnerable position and many are often easily intimidated into complying with a landlord's demand, fearful that they will be evicted if they do not. The problem will continue to get worse unless we get enforcement of Chapter 90 statutes that will hold park owners accountable to the law. I respectfully request that you send this bill to the House floor for consideration.

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