

Landlord-tenant law in mobile home parks

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Previous columns in this series have dealt with the rights and obligations of landlords and tenants under the Residential Landlord and Tenant Act of 1973. Because of the rather peculiar nature of rentals in mobile home parks, where the tenants own the dwelling units and merely rents space from the landlord on which to locate their mobile homes as well as procuring certain services from the landlord, the Legislature in 1975 enacted additional special provisions applying specifically to mobile home parks. These provisions will be considered in this concluding column in the series.

Once again, readers are warned that the treatment of the subject here is only general, and that specific problems should be taken up with the reader's own attorney. In addition, readers of this series are advised that additional information about legislation governing landlord-tenant relations may be obtained from the Consumer Services Division of the Department of Commerce (Salem: 378-4320 and 378-4326; Portland: 229-6479) and from the Consumer Protection Division of the Department of Justice (Portland: 229-5548).

Besides the restrictions on retaliatory conduct by residential landlords in general, reported in the June 29 column, additional restrictions apply in mobile home parks. There the landlord is further restricted against increasing rent, decreasing services or evicting the tenant in retaliation if the tenant even expresses an intention to complain to a governmental agency about code violations materially affecting health and safety; if the tenant made a complaint to the landlord in good faith; if the tenant has filed a discrimination complaint with the Civil Rights Division of the Bureau of Labor, or if the tenant has performed, or expressed an intent to perform, any other act to assert or to protect rights granted to tenants by law.

The Department of Commerce, as required by statute, has prepared a model rental agreement for mobile home parks which specifies basic conditions of the rental agreement which are enumerated in the statute. (Among the provisions required by the

statute is a statement of any limitations to be applied by the landlord with regard to approving the purchaser of a mobile home from a tenant if the purchaser is, in turn, to become a tenant of the landlord. Such limitations may include provisions relating to children, pets, number of occupants, credit and character references and criminal records.) All rental agreements must be in writing and signed by both the landlord and the tenant. A copy of the agreement must be given to the tenant with regard to all agreements entered into after Oct. 4, 1977.

A tenant may terminate a rental agreement by giving the landlord 30 days' written notice.

The provisions for termination by the landlord are more complicated. First, the mobile home park

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landlord may terminate the agreement for the causes and in the manner discussed in the July 20 column, as in the case of other rentals. In addition, the landlord may terminate the agreement upon 30 days' written notice to the tenant setting forth the reasons for termination if the tenant violates a law or ordinance relating to his conduct as a mobile home tenant or if the tenant violates a rule which is a condition of his occupying the space. Under those circumstances, however, the tenant may avoid termination by correcting the violation within the 30-day period of the notice. If a similar violation recurs within six months, the landlord may terminate the agreement upon 20 days' written notice.

In addition, if the landlord intends to cease "the mobile home space rental operation", he may terminate the agreement upon 120 days' notice to the tenant. (The quoted phrase is ambiguous, but it evidently means that this section of the statute can apply if any portion of the rental spaces of the park are shut down.)

A landlord may not deny a tenant the right to sell

his mobile home or require him to remove it from the rented space solely on the basis of the sale. (Note: But see the limitations, indicated above, that a landlord may impose in approving a purchaser of a mobile home as a new tenant.) A landlord may, however, require the tenant to give 30 days' written notice of the sale if the prospective purchaser desires to leave the home on the space and become a tenant. The landlord may not collect a commission for the sale of a mobile home on rented space unless he acted as the agent for the seller under a written contract.

Finally, the landlord may not impose conditions upon the tenant, or a prospective tenant, which would unreasonably restrict the tenant in his choice of mobile home dealers, fuel suppliers, furnishings, goods, services or accessories.

Any violator of the statutory provisions relating to retaliation, to termination of the agreement by the landlord, for violations by the tenant to the sale of a mobile home or rented space or to the imposition of unreasonable conditions by the landlord is subject to legal action to recover actual money damages or \$200, whichever is greater.

Failure of a landlord to provide a written rental agreement entitles the tenant to recover actual money damages or \$100, whichever is greater. The landlord can avoid being subjected to legal action in this regard, however, if he offers to enter a proper written agreement within 10 days of the tenant requesting him to do so. Likewise, if, within 10 days of being served with a legal process complaining of a violation of the statutory provisions relating to a written rental agreement, the landlord offers to enter into such an agreement with his other tenants, he will be protected from further legal action by the other tenants for violation of those provisions.

The party bringing any of the above legal actions in court may recover costs and attorney fees as determined by the court.

Note: Due to a typographical error in the June 29 column, the amount which the tenant may deduct from his rent for the cost of repairs made by him upon written notice to the landlord was erroneously reported to be a maximum of \$300; the correct amount is \$200.

4 employe representatives join OSEA staff

One woman and three men with background in education, textile and public employe unionism have joined the OSEA staff as employe representatives.

Sharron Farrell, 38, and Tom Gunn, 29, are working out of the Portland office. Jim Barnes, 43, and Fred Hasle, 40, are working out of the Salem headquarters.

Farrell comes to OSEA from the Amalgated Clothing and Textile Workers Union (AFL-CIO) where she was an organizer for 11 and one-half years. Part of that time she was a colleague of OSEA Employe Representative Roger Yockey. At the ACTWU she either organized in the community in support of a boycott or on the shop floor.

Prior to that, Farrell worked in the Pendleton Woolen Mills and was hired for the union staff position by two international vice presidents. She started her working career as a bus girl and waitress and a member of the Culinary Workers at 16 in Seattle. However, she said her first union activity was at six months of age when she "walked" or was carried on the picket line by her woodworker father.

When not working she enjoys backpacking, stitchery, volleyball, and Democratic politics. Farrell is active in an organization for labor union women and the 4-C Child Care program, both as a volunteer and a member of the board.

Gunn was a weighmaster for the state Highway Division before he joined the OSEA staff. While in state service he was vice president and instrumental in the formation of Weighmaster Chapt. 44. He also was a



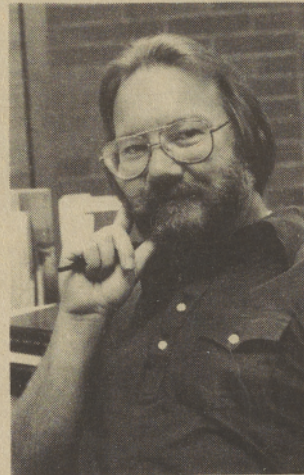
SHARRON FARRELL; FRED HASLE

member of the Highway BURC. Before going to work for the state, Gunn was an installer-repairman for Pacific Bell in Berkeley, Calif., where he was chief steward for his Communication Workers of America local.

Gunn, who is married with a five-month-old son, went to high

school and attended college in California.

Barnes came to OSEA from the Oregon Federation of Teachers (AFT, AFL-CIO) where he organized, negotiated and handled grievances. He was an advocate in Employment Relations Board hearings. He conducted workshops on



JIM BARNES



TOM GUNN

steward training, how to govern labor organizations and job actions.

Prior to that, Barnes taught Western Civilization and a course of his own invention called "Toward the Year 2000"

at Linn-Benton Community College for seven years where he was the founder of the faculty organization.

The Little Rock, Ark., native started his teaching career in California high schools.

He is a "chef of note," by his own admission, and has written a cookbook called "Amateur Chef" and he is a winemaker. He is married with three children.

Hasle has been a teacher and a local faculty organization leader before joining the OSEA staff. Most recently, he taught sociology at Clatsop Community College in Astoria.

Prior to that, he was under contract with the Oregon Education Association organizing in community colleges while doing graduate work at Oregon State University.

While in Astoria, he was the faculty association president and a member of the negotiating team.

While studying in California, he organized a Teamster local in the currier service he worked for and, with his fellow graduate teaching assistants, successfully organized a strike of his AFT local.

Hasle graduated from high school in Jacksonville, Fla., is married with two children, and has twice run the 26 miles, 385 yards of a marathon, once completing the course in under three hours.