



MHC Form 102: Landlord's Informational Notice #1 (To be issued after Emergency Period only.)

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, or mailed and securely attached to the main entrance of the Resident's residence.) _____.

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 Informational Notice only applies to nonpayment of rent that became due during the Emergency Period.

1. The date of expiration of the Emergency Period was September 30, 2020 ("Expiration Date").
2. Our records indicate that as of the Expiration Date your Nonpayment Balance, defined below, was *[Include amounts and dates of rents that came due during the Emergency Period only. Do not include late fees accruing during the Emergency Period]*: _____

The sum is still due and must be paid.

3. You have a 6-month Grace Period after expiration of the Emergency Period on September 30, 2020 to pay the Nonpayment Balance. The Grace Period ends March 31, 2021;
4. You will not owe any late charges for the Nonpayment Balance accruing during the Emergency Period;
5. Rents and other charges or fees that come due after expiration of the September 30, 2020 Emergency Period must be paid as usual, or Landlord may terminate your tenancy under ORS 90.392, 90.394 or 90.630 (Identified in Definitions below).
6. Please indicate in the attached Tenant Notice To Pay whether you will pay the Nonpayment Balance: (a) Within 14 days from the above DATE OF THIS NOTICE; or (b) By the end of the 6-month Grace Period on March 31, 2021.
7. Subject to Item 8, below, if you currently have a Nonpayment Balance, Oregon Law requires that you must notify Landlord of your intention to use the Grace Period to pay it. 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 equal to 50 percent of one month's rent following the Grace Period.

8. **Check if applicable.** Landlord hereby offers Tenant the following alternative voluntary payment plan ("Plan") for repayment of the Nonpayment Balance. The Plan may vary the terms of your repayment different from Nos. 3 and 6(a) and (b) above. The Plan is voluntary, and you are not required to participate. Description of Plan:
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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.

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, YOUR LANDLORD SHALL NOT, AND SHALL NOT THREATEN TO: (A) TAKE ANY ACTION AGAINST YOU FOR REASON OF NONPAYMENT *** THAT WOULD INTERFERE WITH YOUR POSSESSION OR USE OF YOUR SPACE; (B) ASSESS A LATE FEE OR OTHER PENALTY FOR NONPAYMENT; OR (C) REPORT YOUR NONPAYMENT AS DELINQUENT TO ANY CONSUMER REPORTING AGENCY.

*** "Nonpayment" means nonpayment to 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 your rental agreement, or ORS 90.302, 90.315, 90.392, 90.394, 90.560 to 90.584, 90.630, 90.140, and 90.260.

Owner/Agent: _____ Phone: _____

Name of Community/Park: _____

Address: _____

