

# Landlord & Tenant Law and Rules in RV Parks

Oregon has strict rules that apply to people who live and rent space in an RV park. People who live in RV parks, as defined below, are tenants. If the park is only for short term overnight stays these rules will not apply.

**An RV park is defined as any place where:** Two or more recreational vehicles are parked, within 500 feet of one another, on land provided for purpose of renting space and services.

**An RV park is not:** An area only for picnicking or short term overnight camping, such as a state or county park with 14-day occupancy limits.

**Rental Agreements:** Rental agreements do NOT need to be written to be binding. Rental agreements include all spoken or written agreements between the person with the RV and the RV park. A rental agreement is first made when a rent payment has been accepted or when a written agreement is signed. If a landlord in an RV park does not provide a proper written agreement, they may be liable (owe the tenant) for money damages.

## **A rental agreement should include:**

- Terms and conditions of a tenant's use of the rental space (the deal).
- Laws that apply even if they are not in the written agreement.
- Amount of rent, when rent is due, where, and how to pay rent.
- Any other rules that apply to the rental space.

## **Rental agreements may not:**

- Be significantly changed by the landlord or tenant, unless the other person agrees, or in some cases if the tenants do not object.
- Waive or take away the rights given to tenants under Oregon or Federal law.

If a landlord deliberately uses a rental agreement that violates Oregon law, and tries to enforce the bad part/s of the agreement, the tenant may recover money damages from the landlord.

**Landlords must give a copy of any written rental agreement including any amendments or additions to the tenant.**

## **In addition to the rental agreement a landlord must provide:**

- the name and address of the person managing the property; and
- the name and address of a person who can receive legal service, notices, and demands from the court or a tenant.

## **IMPORTANT**

**People renting space to live in RV parks are generally tenants and have the same legal protections as all other residential tenants in Oregon.**

**A landlord may enter a rented space at reasonable times and with reasonable frequency if...**

The landlord **first** provides 24-hour verbal or written notice **AND**;

has a reasonable purpose, such as to inspect the space or for agreed upon services.

**A landlord does not need to give notice if the landlord is:**

Posting a notice on your door.

Doing yard work that the written rental agreement requires the landlord to do.

Responding to an emergency, which includes a repair problem that may cause serious damage to the premises if not fixed immediately

If there is an emergency entry the landlord must notify the tenant within 24 hours.

**If Unlawful Entry Occurs...**

A landlord is liable for one months rent for EACH unlawful entry.

**FOR MORE INFORMATION**  
see: [www.OregonLawHelp.org](http://www.OregonLawHelp.org)

## **IMPORTANT**

**Oregon law requires a landlord to give a proper, written notice, and use the court system to evict a tenant.**

### **It is against the law for a landlord to:**

Lock a tenant out;

Remove personal property from a tenant's home or rented space, without either a court eviction or tenant abandonment;

Turn off water, power, heat, other utilities; or

Threaten any of these actions in an attempt to force out a tenant or get them to pay rent.

### **It does not matter if a tenant is behind on rent...**

A landlord cannot physically evict a tenant or attempt to force a tenant out in any way other than with a court order after giving proper notice. Any other attempt at eviction could be considered illegal ouster.

### **Illegal ouster could result in money damages for a tenant and:**

Return of all security deposits and prepaid rent;

A right to stay on rental property; and

two months' rent.

**Utilities charged by landlords:** IF the tenant is responsible for utility or service charges separate from rent, then before the tenancy begins, the landlord must clearly explain in the rental agreement, what is being paid for and how the charges are calculated. The landlord must also explain/disclose any utilities the tenant pays but that are shared with or benefit other residents or common areas.

If included in a written rental agreement, a landlord may bill a tenant for utility or service charges billed to the landlord by a utility company. In this situation, the landlord must bill the tenant in writing and within 30 days of receiving the bill. The bill must state the amount of utility or service charges separately from the rent.

The landlord must give a tenant a copy of the utility company bill or offer a reasonable opportunity for the tenant to inspect the bill if the tenant asks to see the bill.

A landlord may not bill a tenant for utility or service charges from a previous tenant or without following all of the rules.

If a landlord does not do all this, the tenant may recover money damages.

**Habitability:** A landlord must keep rented space in habitable condition

A rented space must have, maintained in good working order:

- A sewage disposal system;
- A drainage system that can dispose of stormwater, groundwater, and subsurface water;
- A water supply and a connection that provides safe drinking water;
- An electrical supply and a connection; and
- If provided in the rental agreement, a natural gas or propane gas supply.

**At the beginning of a rental agreement a space must have:**

- Buildings, grounds, and outbuildings that are safe, clean, and free from rubbish and vermin;
- Surface or ground capable of supporting the RV; and
- Any needed improvements finished and cleaned up.

**A rented space is uninhabitable if:**

- The landlord does not take care of hazard trees; or
- The space lacks safety from fire hazards or injury.

**Disposal of trash.**

Except when there are local rules or written agreements, the landlord should give tenants garbage bins in good condition and arrange for their removal.

**Attorney fees and damages:** If a landlord violates state or federal law they may be liable/obligated to pay the tenant money damages and cover any attorney fees.

**More information:** [www.oregonlawhelp.org](http://www.oregonlawhelp.org)

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