

January 28, 2021

Representative Julie Fahey
Rep.JulieFahey@oregonlegislature.gov

I am going to send you a copy of my latest letter sent to Ken Pryor, Program Director, Oregon Housing & Community Services, Manufactured & Marina Communities Resource Center. I have been in contact with him several times over the last couple of years.

We keep trying to find someone who cares about people who live in manufactured home parks, the majority of whom are elderly who have worked hard all their lives, living on fixed incomes, afraid of what the future might hold for us and then have a corporation from out of state come in and buy the park and make our lives a living hell. The thing that really bothers me is THEY DON'T CARE.

The corporation owns the dirt our homes sit on but we own our homes. We know that our park is not the only one in Oregon that this corporation owns, and all the corporations probably treat their tenants the same way. They are not concerned if our neighbor can pay the rent, if our streets flood, if they are charging so much rent that no one wants to buy our homes when we have to put them up for sale because we can't afford the rent anymore, or if we have to lower the price just to get them sold.

We have gone to an attorney who specializes in helping tenants, and he told us we probably have a case against IPG, but we don't have enough people in the park who can afford the thousands of dollars that it would cost us, and the 8 or 10 who might be able to contribute something, can't do it all. The corporations know this so they get away with these things. They, in my opinion, are guilty of fraud, but they get away with it because it seems like no one cares. It seems like people think, "well you have a roof over your head so why are you complaining." They don't realize the roof has many leaks and is close to collapsing.

My husband and I worked hard and owned homes and property all of our lives. We both retired, bought a large 5th wheel and traveled. We made McMinnville our home base because our son lived in the area, so when we weren't traveling, we lived in our 5th wheel in this town. The park we were living in closed, and since our 5th wheel was so large, there was no where else we could park it and stay here. We sold it, and since we were both over 70, we opted to buy this home because we could pay cash for it and we didn't want to take on a 30-year mortgage for a stick-built home. We lived here 6 months before my

husband passed away. If we had known then what I have found out since, I wouldn't have touched this with a 10-foot pole.

Please feel free to contact me if you would like to. I understand you have lots on your plate, but we, and many more like us in the same situation, need some help. We are all like sitting ducks just waiting for this large corporation to take another shot at us.

Jan Heimer
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January 27, 2021

Ken Pryor

Thank you, Ken. I am afraid this may be lengthy, but I have to explain some things so they make sense to someone not living here.

Steve, the manager of Heidi Manor for IPG, was not having much luck getting people to sign the lease when IPG first purchased our park. We all had month-to-month agreements and, apparently, they had been in effect for close to 30 years. All of a sudden, people were informed there was a lease that needed to be signed, and they were not informed that, if there was a month-to-month, they were not required to sign the lease. Anyway, in order to give people an incentive to sign the lease, Steve started telling people that if they signed the lease, instead of their rent going up \$50.00, as had been planned, their rent would go up only 4%, which would make their rent \$442.00. If people did not sign the lease, their rent would go up \$50.00 to \$475.00. He also told us that new people moving into Heidi Manor would have to start out at \$600.00. Needless to say, we were having a fit about that and a neighbor and I went to the new managers of our park and told them the higher they pushed our rent, the less value our homes would have. We were told, verbally, IPG didn't care. We were shocked!

A short time later, Steve started telling people that if we had a signed lease and decided to sell our homes, the new owner would start out paying what our rent had been at the time of the sale, so a lot of people decided they would sign the lease because they thought that would benefit them if they had to move from their homes. We were all told this but they did not put this in writing. I had my daughter send a copy of the lease to her attorney before I would sign it. He got back to my daughter and told her "you tell your mom, DO NOT sign that lease." So, I didn't. Sometime later, Steve was walking by and saw me out in the yard and stopped to chat and he asked me, for probably the 5th time, when I was going to sign the lease. I told him I didn't intend to sign it and he said "well if you don't, and you decide to sell, the buyer will have to pay the higher amount and you won't be able to transfer what you are paying to them." I told him there were more reasons than just that not to sign the lease. So, he out and out lied to me, but at that time none of us knew that!

You would not believe the number of people who have told me that the only reason they signed the lease was because of the lie they had been told by Steve. When Steve was wanting to get people to sign the lease, he put in a letter to all residents "The LTL is both transferable and breakable." When Jerry Sullivan inquired about how to break the lease, Steve then told him the only way to get out of the lease was to move. Another time, when

trying to get Sheila Moreno to sign the lease, he told her that “IPG numbers look better with leases than month-to-month agreements” when IPG wanted to get loans. The number of people who have told me he bullied or threatened eviction, and told some people they HAD to sign the lease was troubling to me. When questioned by me, they did not get any of those threats in writing, he just made them verbally. I was not there, but so many people told me these things that I was sure they were not making that up. He was dealing with some very elderly people who are quite frightened because of living on small fixed incomes when their rent is going up so much, and some younger people who maybe didn’t realize that they didn’t have to put up with that. I know, from my experience, that Steve was harassing residents to sign the lease and if they said no, he would just keep after them.

Then, around the end of that year, 2019, one of our neighbors decided she was going to need to move. She had signed the lease and since it said she had to let IPG know she was going to list her home with a realtor, she went to Steve and informed him and checked that if she got a buyer, they would only be required to pay what her current rent was at the time \$460.00. Steve told her that was true, but unbeknownst to any of us, IPG had decided that all new owners had to pay a \$500.00 deposit, so she listed her home and the realtor put out fliers stating rent of \$460.00 and a one-time deposit of \$500.00. She got a full price offer rather quickly and she went to Steve and told him the people would be coming by the office to pick up the application form they would need to fill out. She asked again if the rent she was currently paying is what the new buyers would be paying. Steve replied, “yes that is right.” Later, Steve contacted the realtor and told him the buyer would have to pay \$630.00 – so they had raised it another \$30.00 on top of what we had originally been told. Needless to say, when the realtor told the prospective buyers that, they wrote up a cancellation of their offer and the reason was because they had been told the rent would only be \$460.00 originally. She finally sold her home but she told us she had to lower the price in order to get it sold. I have a letter, signed by this woman, and a copy of the withdrawal of the offer that I can send to you. In the letter she tells exactly what Steve told her when she checked with him about the rent.

Several others had their homes listed for sale, most of them deciding they didn’t want to live here with IPG as the owners, and they all had to drop the asking price for their homes because they had been told one thing, to get them to sign the lease, and that turned out to be untrue.

Concerning the \$500.00 deposit, we have tried to find out what that is for. We own our homes, we have storage units attached to carports that IPG pays taxes on, but the upkeep is on us, which we don’t understand, so the only thing a deposit would cover, as far as we can figure out, is the dirt our home sits on. Also, the deposit is refundable, but we will

not be paid any interest on that deposit. We are sure that IPG will be putting those deposits into an account that will accrue interest. If I had \$500.00 sitting around and I wanted to invest it, I would not invest in IPG and I would leave it somewhere that I could be collecting interest, especially over 20 or 30 years, because that is about how long people live in their homes. We understand if we are renting, say, an apartment from them, they own the building, but we are not renting our homes from them – we own them.

When Arlen Pounds and I went to see Matthew Shepard, I took him a copy of the lease and he looked it over while we were sitting with him. He finally said, what is it they want you to sign, because this says nothing about rent, deposit, etc., there is nothing to sign. He said, “no one should have signed this, it isn’t worth anything.” As I told you earlier, he told us we could sue IPG, but they have deep pockets and it could cost us many thousands of dollars if we did that and there is no guarantee that we would win.

Arlen Pounds is a realtor, selling manufactured homes, already set up on lots and he was the manager of Heidi Manor for over 10 years. When IPG purchased the park, he was being asked to do things that he didn’t feel comfortable doing, so he gave them his notice and that is when they hired Steve. Arlen told me I could include his phone number just in case you would like to talk with him, because I have never inquired as to what these things were that he was being asked to do. I don’t know if they were illegal, or just unethical. Arlen told Mr. Shepard that from what he had seen, in selling manufactured homes, IPG should have to write a check for \$20,000.00 for every homeowner in Heidi Manor because that is what everyone has lost in home value since IPG purchased our park. Mr. Shepard told us that in order to be able to prove that in court, we would have to have the value of our homes prior to IPG purchasing the park and then have them inspected and a value put on them now. He said that could cost many thousands of dollars. As I pointed out in my past letter to you, there are very few families, living in Heidi Manor, who could afford to help us with hiring an attorney and the 10 or 12 people who might be able to help can not take that all on by ourselves. I suppose that may be what IPG is banking on, knowing we have to just accept whatever they do to us. Is that what our lives become, when we have to accept what a big corporation does to us?

On October 4, 2020, there were 4 of us neighbors who had a meeting with Steve to talk about the lack of enforcement of the rules and regulations in our park. He gave us the same old song and dance, but that was to be all the meeting was about. As we were getting ready to leave our meeting spot, this conversation took place:

Steve: “what I want to point out is that when you go to sell your home, the people will not be paying the same amount of space rent that you currently pay.”

Me: "that's true, but people were told differently than that."

Steve: "believe me, I know."

Me: "that is why a lot of those houses stayed on the market for as long as they did and I don't blame them for being pissed."

Steve: "Yes, they were told that by me."

Me: "that is the only reason that most of the people signed that lease."

Steve: "exactly, I know."

Me: "the people who live here think they were lied to."

Steve: "you know what, you were unintentionally lied to. Yes, you were told that by me an unintentional thing on my part."

Me: "You were probably told to tell us that. They probably had an ulterior motive."

Steve: "well, it wasn't the only one who had that issue."

Me: "we look at it as you only told us that to get us to sign, knowing full well that isn't what you really meant."

Steve: "yeah, you were told that as an incentive to sign, but the part of knowing full well, that is not what I meant, that part wasn't there."

Me: "but that is not the way it looks."

Steve: "I know. Believe me I have had the conversation with a lot of people on that."

After our meeting I sent the manager a recap of our meeting, per Or Rev Stat 90.600:

"The landlord or a representative of the landlord shall meet with a committee within 10 to 30 days of a request....After the meeting, the tenants' committee shall send a written summary of the issues and concerns addressed at the meeting to the landlord. The landlord or the landlord's representative shall make a good faith response in writing to the committee's summary within 60 days."

I also sent his boss, Mark Brubaker, a copy of the recap. I did hear back from him at the end of the 60 days showing him what Steve had said about the incentive to sign the lease. The only thing Mark had to say about the recap was that "rent or rent increases aren't something to be discussed at a committee meeting." We did not bring it up, Steve did. However, none of us will talk to Steve about anything without a witness with us because he has lied to us so many times and we don't trust him.

Thank you again, Ken.

Jan Heimer