

Rights and Responsibilities of Residents of Mobile Manufactured Home Communities in Connecticut



State of Connecticut
Department of Consumer Protection
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Hartford, CT 06106

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Mobile manufactured home living is unique. Mobile manufactured home ownership is not the same as traditional home ownership, in that the resident ordinarily owns the home but rents the land. In a few mobile manufactured home communities, the resident may rent both the home and the lot. Connecticut has addressed this unique situation through its mobile manufactured home park law and the establishment of a Mobile Manufactured Home Advisory Council. In addition, the licensing of mobile manufactured home parks is administered by the Department of Consumer Protection's Occupational and Professional Licensing Division. This booklet provides highlights of the law. It is not intended to take the place of legal advice. For answers to specific questions, contact the Department of Consumer Protection Licensing Division, the Advisory Council, or your attorney.

This booklet is a cooperative project of the Connecticut Department of Consumer Protection and the Mobile Manufactured Home Advisory Council, a group of dedicated volunteers who represent various interests within the mobile home community. Members of the Council, especially the education sub-committee, gave many hours of their time to help produce this booklet for the citizens of Connecticut.

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What is a Mobile Manufactured Home?

A mobile manufactured home is the statutory term in Connecticut for a manufactured home. A manufactured home is a single family house constructed entirely in a controlled factory environment and built to the federal Manufactured Home Construction and Safety Standards (better known as the HUD Code). Manufactured homes may be single or multi-section and are transported to the site and installed. In Connecticut, mobile manufactured homes are titled as real property and are assessed property taxes.

What is a Mobile Manufactured Home Community?



A community (also known as a mobile manufactured home park) means a plot of ground upon which two or more mobile manufactured homes are located. A space or lot indicates a plot of ground within the community designed for the accommodation of one mobile manufactured home. For simplicity, we will refer to the community owner as “owner” and the mobile manufactured community residents/tenants as residents or “you.” The word “he” will be used to mean men or women. The term “rental agreement” as used here is similar in meaning to the term lease.

In Connecticut, mobile manufactured home communities are licensed by the Department of Consumer Protection. The licensee, or someone authorized by him, is required to keep the common areas of the community and facilities clean, orderly and sanitary. The owner must notify residents of the name and address of the persons authorized to manage the park and to receive notices and legal papers. If the owner does not do this, then the person authorized by the owner to enter into the rental agreement with the residents is considered to be the owner’s agent.

- Notice that a prospective resident or buyer should check with the town clerk, tax collector and town assessor to determine whether there are any liens, encumbrances, or outstanding property taxes on the home. This is very important! Check before you sign anything.

The Rental Agreement

The resident must sign the initial written rental agreement which is offered by the owner before he is allowed to move into the park. Be sure to read the rental agreement carefully before you sign it because you will be required to follow the terms of that agreement. No park owner can offer a home or space in the park for rent without providing you with a copy of a written rental agreement **BEFORE** you occupy your home or lot. This agreement must be signed by you and the owner.

The rental agreement must include:

- Terms for payment of rent
- Rules for guest parking
- Activities which may be grounds for eviction
- The right of the resident to sell the mobile home



Disclosure Statements

Residents have the right to a disclosure statement from the community owner, written in plain language, **BEFORE** signing the actual rental agreement. The disclosure statement should cover:

- Rental fee
- Rental term
- Size of lot to be rented
- Any goods and services offered you, including those which are free
- Notice of any plans to terminate the park operation during the term of the rental agreement
- The rules concerning the sale of the home by the resident
- Eviction rights
- Your rights concerning changes in the rules for use and occupancy of the premises

If the community owner does include anything in your agreement which is prohibited by the state's mobile manufactured home laws, that portion of the rental agreement is unenforceable. The rest of the agreement is still valid and enforceable.

The owner must offer the resident a written renewal of a rental agreement each year. If the owner fails to offer a renewal or if the owner offers a renewal but the resident fails or refuses to sign it, the prior rental agreement shall be extended for one year. If there is a dispute, refer to the sections of this pamphlet on Rent Increases and Evictions.

Responsibilities of the Park Owner

The community owner is required to:

- Comply with all state building and fire safety codes, as well as all local planning and zoning regulations materially affecting health and safety.
- Re-grade the premises when necessary to prevent damage from moving water or accumulation of stagnant water.
- Maintain the ground so the home will not tilt from its original position.
- Clearly mark each space or lot so each resident knows his or her area of responsibility.
- Take care of the areas which are not the resident's responsibility, for example, getting rid of poison ivy. He must keep these areas in a fit and habitable condition, except where the resident or the resident's family or guests have intentionally caused damage. All common areas of the park should be clean and safe.
- Exterminate insects or other pests in common areas and in areas normally the responsibility of the resident, if the infestation is not the resident's fault.



The resident and the owner may include other items in the rental agreement as long as they are not prohibited by law.

Just as important, your agreement may not:

- Require you to waive or forfeit your rights under the law unless the law specifically states that such rights may be waived.
- Deprive you of a 10-day grace period in which to pay the rent.
- Allow the owner to collect a late fee if the rent is paid before the end of the grace period, or, if the rent is paid after the grace period, charge a late fee of more than 5% of the rent due (4% if the resident rents both the home and the lot).
- Allow the park owner to increase the rent during the time your rental agreement is in effect.
- Allow the park owner to charge an amount in excess of one month's rent for a security deposit or to keep your security deposit at the end of your rental agreement if you have paid your rent in full and have caused no damage to the property.
- Waive the resident's right to interest on the security deposit.
- Allow the park owner to charge an entrance fee to a resident assuming occupancy.
- Allow the park owner to charge an exit fee to a resident vacating the park.
- Authorize the park owner to obtain a court judgment without your having the right to defend yourself.
- Waive your right to sue the park owner for injuries caused by his negligence.
- Evict you without a court order.
- Allow the park owner to seize your property because you owe him rent.
- Require you to pay the park owner's legal fees in excess of 15% of any judgment against you in any action which money damages are awarded.
- Deny you the right to seek redress or help if the park owner continues to violate the agreement or any state law after you have given him or her written notice of that violation.

- Maintain any homes the park owner rents structurally sound and capable of holding up to bad weather.
- Maintain all electrical, plumbing, gas or other utilities provided by him in good condition up to the connection point of the home. Repairs must be taken care of within 72 hours (unless he can show good cause why this cannot be done).
- Maintain water and sewage lines and connections and make provisions for temporary service in the event of an emergency.
- Arrange for removal from waste receptacles of the tenant's ashes, garbage, rubbish and other materials which result from the occupancy of the home.
- Maintain any road within the park in good condition and provide adequate space for parking 2 cars for each lot. (Some parks are allowed to provide only one space due to a grandfathering provision in the law.)
- Be responsible for damage to any vehicle which is the direct result of any unrepaired or poorly maintained access road within the community
- Respect the privacy of the resident and enter resident-owned homes only with permission.
- Allow residents freedom of choice in purchase of all services.
- Allow all residents to terminate their rental agreement when the resident's employer requires a change in location, provided the resident gives the owner 30 days' notice. (Members of the armed forces may give notice in less than 30 days if they are assigned orders which do not allow for the full 30-day notification.)

If you believe that the community owner is violating his duties under the law or under the rental agreement, you should first call the problem to his attention and give him a chance to correct it. If you are not able to come to agreement, you may contact the Department of Consumer Protection. If the violations involve failure to maintain the park properly, you can also contact your local health or housing code enforcement agency. In some circumstances, you may be able file a Housing Code Enforcement Action in the housing court.

Can the Rules Be Changed?

The community owner has the right to adopt a rule or regulation if its purpose is to promote the convenience, safety, or welfare of the residents, to preserve the property, or to make a fair distribution of services and facilities. The rules are to be addressed in writing to residents. The rules must be spelled out clearly, and you must be informed of them at the time you sign your rental agreement or at the time the rules are adopted. New rules which substantially modify your existing rental agreement do not apply to you without your written consent. Community owners must file with the Department of Consumer Protection a copy of rental agreements, rules and regulations, and aesthetic standards (which govern the appearance of the homes and park).

Can the Park Owner Enter my Home?



If you own your home, your community owner may enter your home only with your permission.

If you rent the home from the community owner, he or she also needs your permission except in cases of emergency.

Responsibilities of the Resident

The resident is required to do the following:

Pay the rent on time. If the rent is not paid by the midnight of the ninth day after the date it is due, the landlord may start legal proceedings to evict you and your possessions (including your home) from the community.

- Keep the home and surroundings clean and in good condition.
- Adhere to the community rules regarding noise, pets, privacy, etc.
- Do not willfully or negligently damage any part of the community.
- Comply with all building, housing and fire codes to protect your home.
- Do not allow your guests to disturb your neighbors or interfere with their safety or comfort.

Rent Increases



The community owner can increase the rent only at the beginning of a new rental term and only if the increase is consistent with other rents for comparable lots in the community. You must be notified in writing at least 30 days before the rent increase is to take effect.

If you object to the rent increase as being excessive and you live in a town with a fair rent commission, you can file a complaint with your local fair rent commission. If your town does not have a fair rent commission, you can challenge a rent increase in the Housing Division of the Superior Court, but only if you are over 62 or physically disabled. The court has forms for such complaints, but the procedure is more complicated than that of a fair rent commission and you would probably be wise to have a lawyer. A court action will also require you to pay an entry fee and pay the sheriff to serve papers. If you refuse to pay the rent increase and do not file a fair rent complaint, the owner can serve you with a notice to vacate, which is the beginning of an eviction action. If you lose the eviction, you can be forced to move your home from the community.

How Do I Sell My Home?

You may sell your mobile manufactured home in place in the community as long as it is safe, sanitary and conforms with the aesthetic standard of the community. If you want to sell your home, you may request a statement from the community owner of his intention to allow you to sell your



home. Within 20 days after he receives your written request, he must either approve the sale or describe why your home does not meet the safety or conformance standards of the community. If the 20 days elapse with no response from the community owner, the home is deemed approved for resale. If you, the resident, do not agree with the community owner, you may ask for a ruling from the Department of Consumer Protection.

As an alternative, the resident may try to correct the problems listed by the owner and again request the community owner's approval. The community owner cannot charge a fee or commission on the sale of your home unless he has acted as an agent for the seller under a written contract. The community owner cannot require you to use him as your agent. The community owner may not charge a rent for the lot greater than the prevailing rent for similar lots nor may he charge the new owner an entry fee.

The prospective buyer of your home must be approved by the community owner prior to the sale of such home. He must be approved if he meets the entry requirements which apply to everyone else. Entry may only be denied for good cause, such as intent to use the home for illegal or immoral purposes or any other purpose that would disturb the quiet enjoyment of the other residents. Good cause may also mean that the prospective buyer is financially unable to pay the rent.

The residents also have the right to purchase the community. To do this, an association representing at least 25% of the residents has 120 days after getting the community closing notice to inform the owner that it wishes to purchase the community and another 245 days to negotiate a purchase contract. The residents have a right to match any purchase offer from other interested parties.

Evictions

You can be evicted for the following reasons:

- If you fail to pay the rent, utility charges, or reasonable service charges.
- If you do not comply with a statute or regulation which affects the health or safety of other residents or the physical condition of the community.
- If you violate the rental agreement or the community rules.
- If you fail to agree to a proposed rent increase, provided that the community owner has complied with all requirements for a rent increase.
- If the community is to be closed, provided that the owner gives 545 days advance notice of the closing.

If you own your manufactured home, you cannot be evicted solely because your lease has expired. All residents have a right to a new lease, and your lease will continue in effect even if you do not sign a new rental agreement.

If you rent your home from the community owner, you have a right to renewal of your lease only if you are physically disabled or at least 62 years old.

If the owner seeks to evict you for non-payment of rent or non-payment of utility or service charges, he must give you 30 days advance written notice. If he seeks to evict you for most other types of violations, he must give you a 30-day warning notice, followed by a 60-day eviction notice.

Denied applicants must receive a written notice stating the reason for denial within 10 days of the application's being received. If no notice is given with the 10-day period, the application is considered approved.

If you remove your home from the community before your lease is up, you are liable for the rent for the rest of the lease term unless the community owner can find a new tenant to replace you. The owner must make reasonable efforts to rent the space to someone else.

What If the Owner Decides to Sell or Close the Park?

If the owner decides to close the community or to sell the community to someone who intends to close it, you are entitled to 545 days advance notice of the closing. If you are forced to move as a result of the closing, you may be entitled to relocation assistance. More information may be received from the Department of Consumer Protection.

If a court orders your eviction, you have the right to ask the court for extra time to sell your home in place in the community to someone else before you move, provided that you make monthly rent payments for any extra time that the court gives you.

Right to Correct or Cure the Problem

In most cases, you have a right to preserve your tenancy, even after you have broken the rental agreement, by correcting or curing the situation:

- If you pay the rent you owe within the 30-day eviction notice and you have not been required to make similar arrearage payments within the last 12 months.
- If you have breached your rental agreement but that breach can be repaired or damages can be paid within 21 days (except if you commit a serious nuisance, such as inflicting or threatening bodily harm upon another resident or the owner). However, the owner can evict you if you breach the same part of your rental agreement within 6 months.

Retaliation

The resident cannot be evicted simply because:

- In good faith, you have attempted to remedy any violation of the law.
- You, or a municipal agency on your behalf, have filed a complaint.
- You have, in good faith, requested that the owner make repairs.
- You have instituted legal actions against your community owner for failure to perform legal duties.
- You have organized or become a member of a residents' association.

Of course, the community owner may still evict you if you are using the dwelling for illegal purposes or for purposes which are in violation of the rental agreement, or if you are not paying your rent.

Also, if the problem or condition the owner was complaining of was caused by your own willful action, a person in your household or anyone else in the premises with your consent, the owner may evict. The owner may also seek to recover possession of the property based on a notice given to you before your own complaint was filed.

Fair Housing Laws

Mobile manufactured communities are covered by state and federal fair housing laws. The community owner may not discriminate against residents or applicants based upon race, creed, color, national origin, ancestry, sex, sexual orientation, marital status, age, lawful source of income, mental retardation, or mental, physical or learning disability.

There are certain limited circumstances in which a community owner may limit occupancy in a community to seniors. For more information, contact the Commission on Human Rights and Opportunities, 21 Grand Street Hartford, CT 06106. Phone: (860) 541-3400 or Toll-free at (800) 477-5737.

Where to Go for Help or Information

State Organizations and Agencies:

Connecticut Department of Consumer Protection
165 Capitol Avenue, Room 110
Hartford, CT 06106
Phone: 860-713-6135

Mobile Manufactured Home Advisory Council
165 Capitol Avenue, Room 110
Hartford, CT 06106
Phone: 860-713-6150

Connecticut Department of Economic and Community Development
505 Hudson Street
Hartford, CT 06106
Phone: 860-270-8000

Connecticut Housing Finance Authority
999 West Street
Rocky Hill, CT 06067
860-721-9501

Infoline: Dial 211 or on-line at www.infoline.org

If You Need a Lawyer – Legal Assistance Programs:

Statewide Legal Services (anywhere in the state)
Phone: 1-800-453-3320 or 860-344-0380

Greater Hartford Legal Aid (Greater Hartford area)
999 Asylum Avenue
Hartford, CT 06105
Phone: 860-541-5000

New Haven Legal Assistance Assn. (Greater New Haven area)
426 State Street
New Haven, CT 06510
Phone: 203-946-4811

Connecticut Legal Services (remainder of the state)
Offices in Bridgeport, New Britain, New London, Stamford,
Waterbury, and Willimantic. Check phone listings for nearest office.

Fair Rent Commissions:

Bloomfield Housing Authority
800 Bloomfield Avenue
Bloomfield, CT 06002
Phone: 860-769-3250

Danbury
155 Deer Hill Ave.
Danbury, CT 06810
Phone: 203-797-4531

Bridgeport City Hall
45 Lyon Terrace, Room 211
Bridgeport, CT 06604
Phone: 203-576-8323

Enfield
820 Enfield Street
Enfield, CT 06082
Phone: 860-253-6386

Clinton
54 E. Main St.
Clinton, CT 06413
Phone: 860-669-9101

Farmington Human Services Dept.
1 Monteith Drive
Farmington, CT 06034
Phone: 860-675-2390

Colchester Town Hall
127 Norwich Avenue
Colchester, CT 06415
Phone: 860-537-7220

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Fair Rent Commissions, continued:

Glastonbury Housing Authority
25 Risley Road
Glastonbury, CT 06033
Phone: 860-652-7568

Groton Community Dev. Office
134 Groton Long Point Road
Groton, CT 06340
Phone: 860-446-5988

Hamden Community Dev. Office
11 Pine Street
Hamden, CT 06514
Phone: 203-776-5978

Hartford Community Dev. Office
260 Constitution Plaza
Hartford, CT 06103
Phone: 860-757-9005

Manchester Department of Health
479 Main Street
Manchester, CT 06040
Phone: 860-647-3173

New Britain
27 West Main Street
New Britain, CT 06051
Phone: 860-826-3344

New Haven Town Hall
165 Church Street
New Haven, CT 06510
Phone: 203-946-8156

Newington Human Serv. Dept.
131 Cedar Street
Newington, CT 06111
Phone: 860-665-8590

Norwalk City Hall
125 East Avenue
Norwalk, CT 06856
Phone: 203-854-7989

Rocky Hill Town Manager
Town Hall
699 Old Main Street
Rocky Hill, CT 06067
Phone: 860-258-2732

Simsbury
933 Hopmeadow Street
Simsbury, CT 06070
Phone: 860-658-3200

Stamford Social Serv. Dept.
888 Washington Boulevard
Stamford, CT 06904
Phone: 203-977-4029

Westbrook
1163 Boston Post Road
Westbrook, CT 06498
Phone: 860-399-3040

West Hartford Human Serv. Dept.
50 South Main Street
West Hartford, CT 06107
Phone: 860-523-3258

West Haven
355 Main St.
West Haven, CT 06516
Phone: 203-937-3500

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Fair Rent Commissions, cont.

Wethersfield Town Mgr. Office
505 Silas Deane Highway
Wethersfield, CT 06107
Phone: 860-721-2801

Windsor Town Clerk
Town Hall
275 Broad Street
Windsor, CT 06095
Phone: 860-285-1902

Housing Court Locations:

Hartford
80 Washington Street
Hartford, CT 06106
Phone: 860-756-7920

New Britain
20 Franklin Square, Room 211
New Britain, CT 06051
Phone: 860-515-5130

Bridgeport
1061 Main Street
Bridgeport, CT 06604
Phone: 203-579-6936

New Haven
121 Elm Street
New Haven, CT 06510
Phone: 203-789-7937

Meriden
54 West Main Street
Meriden, CT 06451
Phone: 203-238-6666

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PLEASE NOTE:

The information in this booklet is based on Connecticut General Statutes, Chapter 412 regarding mobile manufactured homes and parks, as well as on CGS Chapters 830, 831, 832, 833 and 833a, regarding the rights and responsibilities of landlords and tenants. It is not intended to take the place of legal advice. For information specific to your questions or individual circumstances, please contact an attorney.

Housing Court Locations, cont.:

Stamford/Norwalk
17 Belden Street
Norwalk, CT 06850
Phone: 203-846-4332

Waterbury
300 Grand Street
Waterbury, CT 06702
Phone: 203-596-4061