

## Rights of Maine Renters: Mobile Home Parks

*Pine Tree Legal Assistance*

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### **Who is protected by the mobile home park laws?**

This section applies to you if you **own your mobile home and rent a lot in a mobile home park.**

If you **rent a mobile home**, you have the same rights as a tenant in an apartment building or house. To read about your security deposit, see below.

If you **own your mobile home and rent the land it sits on, but it is not in a mobile home park**, you should talk to a lawyer if you have a problem. (Only some parts of this Guide apply to you.)

### **What is a mobile home park?**

A mobile home park is a piece of land that has, or is laid out to have, two or more mobile homes on it.

### **How much can I be charged for a security deposit and how do I get it back?**

Our [Guide to Security Deposits](#) applies to you, with these exceptions:

- The park owner may charge up to 3 times the monthly rent for a security deposit.
- The park owner must put your money in a separate, protected bank account (which can be pooled with other security deposits). The park owner must give you the interest earned on the account during the time the deposit is held. If the security deposit is pooled with other tenants' deposits the park owner must give you a reasonable amount of annual interest.

Read the [Guide to Security Deposits](#) to find out how to get your deposit back if the park owner refuses.

### **What kind of fees can I be charged?**

The park owner may charge fees. Fees may include rent, utilities, incidental service charges, security deposit and an entrance fee. Before you move into the park, the park owner must explain all fees to you in writing. Before increasing any fees, the park owner must give **all tenants** at least 30 days written notice.

If you are moving into a mobile home that is already in the park, the park owner cannot charge you an entrance fee that is more than 2 times the monthly rent. The park owner cannot call this fee something else, in order to get around this limit.

The park owner cannot require you to buy your oil or bottled gas from a specific supplier (including the park owner). You have a right to choose your own oil or gas dealer. The only exception is when the park owner provides a centralized distribution system to all tenants in the park.

The park owner cannot require you to buy any underskirting, equipment for tying down mobile homes, or any other equipment from a specific person (including the park owner).

Where you buy your equipment is your choice. The park owner can put certain restrictions on the appearance or the quality of equipment that is required. This should be put in writing by the park owner when you first begin renting.

## **Park Rules**

### **What kind of rules can the park owner have?**

The rules must be reasonably related to keeping order and peace in the mobile home park. All park rules must be fair and reasonable. A rule is presumed to be unfair if it does not apply to all park tenants. (However, the park owner may be able to prove that a non-uniform rule is fair, if there is a compelling reason for the rule.) The park owner must give **all tenants** at least 30 days notice of any rule change before it takes effect.

The following rules are **not** legal and a park owner **cannot** enforce them:

- A rule that says the park owner is not responsible for their own negligence
- A rule that says you have to pay the park owner's legal fees (in an eviction, for example)
- A rule that says you must give the park owner a lien on your property if you owe money
- A rule that gives up your right to challenge the fairness of any park rule or any part of your lease or rental agreement

### **How do I find out what the park rules are?**

Before you sign an agreement to rent, the park owner must give you:

- a copy of the mobile home park rules  
**and**
- a copy of the Maine mobile home park laws

**You have a right to this information. Don't be afraid to ask for it!**

# Eviction

## Does the park owner have to have a reason to evict me?

Yes. The park owner must have a reason and must be able to prove it in court. Here is a list of the only reasons why a park owner can evict you:

1. You did not pay rent, utility charges or **reasonable** service charges. You will not be evicted if you pay the amount you owe **plus a fee** before the end of the notice period. The notice must give you at least 30 days to either pay the money that is owed or move your mobile home. The fee is 5% of what you owe, up to a maximum of \$5.00.
2. You, other people living with you, or your guests broke a law related to mobile home parks, or broke a state, federal, or local law.. Before giving you an eviction notice, the park owner must tell you in writing what law was broken and give you a reasonable chance to fix the problem..
3. You, people living with you, or your guests broke a **reasonable** park rule. (See section on [Park Rules](#)) Before giving you an eviction notice, the park owner must tell you in writing what rule was broken and give you a reasonable chance to comply with the rule.
4. **You violated Paragraph 1, 2 or 3 above three times within 12 months. After 3 chances within a one year period, you can be evicted even if you corrected all three violations.**
5. You, people living with you, or your guests damaged the property in some way. "Damage" does not include "normal wear and tear." Normal wear and tear is what happens to property over time from normal use.
6. You, people living with you, or your guests **repeatedly** disturbed the peace and quiet or safety of other tenants.
7. You violated a term of your written lease which the lease says you can be evicted for. **Read your lease before you sign!**
8. The park is condemned or changed to some other use. Before evicting you for "change of use," the park owner must have told you about this when you moved in or must give you **a one year** written notice.
9. If the park owner wants to evict you because of plans to renovate the park, the owner must give you between 6 months to 12 months notice. The park owner may also have to pay for your moving costs.

### **Exceptions:**

- If there is a serious problem that is dangerous for tenants, the park owner can evict you "temporarily" with a shorter notice, if the owner pays your costs.
- If it is **not** an emergency, the owner can give a 30 day written notice to "temporarily" evict, if the owner pays your costs.
- If the government orders the park owner to do a major renovation that requires evictions, the park owner can give a shorter notice.

**Note:** If you are being evicted for reason #9 above, talk to a lawyer or Pine Tree Legal.

## What kind of notice do I get?

Before taking you to court to get an eviction order, the park owner must give you a written notice to quit. The notice must:

- be in writing
- state the reasons for the eviction
- give you **45 days** before your tenancy ends

**Note:** The notice period is different in some cases, like for nonpayment of rent (30 days). To find out these exceptions, [read the list 1-9 above.](#)

The park owner, or the owner's agent, must give this notice to you in person.

**Exception:** The park owner can send the notice by mail and leave a copy at your home if the owner has tried for 3 days to serve you in person and has not been able to give you the notice in person.

If someone has a lien on your mobile home (such as a seller to whom you are still making payments), the park owner may also notify the lien-holder of the eviction. If your contract with the lien-holder allows it, the lien-holder may try to repossess your home to protect their legal interest in the property. Get legal advice.

### **What happens at the end of the notice period?**

If you have not moved and the park owner still wants to evict you, the owner must file a complaint in District Court asking the court to allow the eviction. This is called a "Forcible Entry and Detainer" action. A deputy sheriff will serve you with a copy of the complaint and a court summons. The summons will tell you the date, time, and location of the court hearing.

At the hearing the judge will listen to both sides. If the judge finds that the park owner did not follow all of the notice rules or did not prove one of the reasons for eviction listed above, the judge will dismiss the case and you will not be evicted. If the park owner proves their case and gets the eviction order from the court, they can then ask the Sheriff's Department to evict you and your family **and to remove your mobile home from the lot.**

**Talk to a lawyer right away if you get a notice to quit or a court complaint and summons. Contact PTLA.**

### **What if the park owner is trying to evict me because I complained, because I am in a tenant group, or for some other unfair reason?**

The Court should not evict you if you prove that the park owner's main reason for trying to evict you is that:

- 1) You helped to start a tenant's organization or you belong to a tenant's organization; or
- 2) You have complained about the park owner's violations of mobile home park laws.

If you think that the park owner is trying to evict you because you complained about unsafe conditions in the park, read the section on the Retaliation Defense in our article Rights of Maine Renters: Eviction. This defense to eviction **may** apply to you. If you believe that the park owner is illegally discriminating against you because of your:

- race
- color
- sex
- sexual orientation
- physical or mental impairment
- religion
- ancestry or national origin

Or because you are:

- getting welfare
- a single parent, pregnant or because you have children

read Rights of Maine Renters: Discrimination.

### **What if I refused to pay rent because of bad living conditions in the park?**

If the park owner is trying to evict you because you owe rent and there are unsafe living conditions in the park, you may have a good defense to the eviction. Read the section "Unsafe or unfit housing defense" in Rights of Maine Renters: Eviction. These rules also apply to mobile home park tenants. In your case, the problem must be with the lot you are renting, or with the park in general.

For example, dangerous outside wiring or an unsanitary septic system.

**Additional rule for mobile home parks:** You must have given the park owner or their agent notice of the problem at a time when you were current in your rent.

### **What if the court orders an eviction and I can't move my mobile home right away?**

The park owner must mail you a "14-day notice" - sent first class mail, with proof of mailing. The notice tells you that the park owner plans to get rid of your mobile home. You have 14 days to claim the mobile home before this happens. The landlord must send this notice to your "last known address." In order to get the notice, you must let your landlord know where you are getting mail, or make sure you are having your mail forwarded from your old address. Otherwise, the 14 days could lapse without your knowing about it.

**If you claim the mobile home within 14 days**, then the park owner must give you another 21 days after that to move it. If the weather or roads prevent you from moving the mobile home,

then the park owner must give you more time to move it. But the park owner can charge you for any actual costs incurred as a result of the delay.

**If you do not claim your mobile home within 14 days** - or move it within the 21 days (or another agreed-upon time period) - then the park owner may treat the mobile home as "abandoned property."

The park owner can:

- Hold your mobile home until you pay all back rent, damages, legal fees, and storage costs; OR
- Sell the mobile home for a "reasonable fair market price." The park owner can then deduct from the sale money any of their costs: back rent, damages, legal fees, storage costs, marketing expenses, and taxes. The park owner may also dispose of any property that has "no reasonable fair market value."

If there is money left over after the sale and deduction of expenses, the park owner must send it to your last known address. If the mailing is returned by the post office, then the park owner must forward the money to the Treasurer of State. The park owner cannot keep any money that is left over.

## **Unsafe or Unfit Conditions**

### **What areas must the park owner take care of?**

A park owner must promise that the space you rent and the park facilities are "fit for habitation." This means that they are safe and healthy. For example, if your septic system backs up or your park road becomes impassable, the park owner must fix the problems. On the other hand, you must fix problems inside your mobile home, unless the problems were caused by the park owner.

### **What if the park facilities are unsafe or unhealthy?**

You can file a court action against the park owner. Before going to court you should take these steps:

- Talk with the park owner or manager about the problem.
- Put your concerns in writing and mail it to your landlord. Make sure you keep a copy of whatever you send. Explain what the problems are and how you would like them to be fixed.
- Talk with other tenants about the problem and meet as a group with the owner or manager.
- Contact the local code enforcement officer, plumbing inspector or fire chief and ask for an inspection.
- Contact the [Maine Manufactured Housing Board](#).  
35 State House Station

Augusta, ME 04333  
Phone: **624-8612** TTY: **Maine Relay 711**

If you still cannot resolve the problem, talk to a lawyer or [Pine Tree Legal](#) before going to court. Also, read the section about [suing your landlord in court](#) in Rights of Maine Renters: Unsafe of Unfit Housing. The procedures and remedies are very similar.

### **What happens if I am forced to leave my mobile home during repairs?**

If you must leave for a short time so things on the lot or in the park can be fixed, the park owner cannot charge you any rent until you move back in. If the owner offers you a reasonable place to stay, then a court will not order the park owner to pay for your costs of staying somewhere else.

## **Sale of Your Mobile Home**

### **Can the park owner interfere if I want to sell my mobile home?**

No.

- The park owner **cannot** charge you a fee for selling, unless you asked them to sell it for you and signed a contract agreeing to pay them.
- The park owner **cannot** force you to hire them as your sales agent.
- The park owner **cannot** restrict any advertising you do, as long as it is reasonable.

You must tell the park owner before you put up any "For Sale" signs in the park.

If your mobile home was built before June 15, 1976, the park owner can require you to show that it meets the state safety standards.

If the buyer plans to stay in the park, the buyer should make sure that the park owner will accept them as a tenant. The buyer can back out of a sale agreement within the first 30 days if the park owner does not agree to rent the lot to that buyer. Also, the buyer can back out of the deal if the park owner wants the home removed because it does not meet state or park standards. The park owner cannot require removal because of **park** standards unless these standards are clearly stated in the park rules **and** are reasonable.

## **Sale of Mobile Home Park**

### **Does the park owner have to let me know if they are selling the park?**

Yes, in most cases.

**General rule:** The park owner must give you and all other tenants 45 days written notice of an intent to sell. During the 45 days, the park owner cannot contract to sell the park.

**Exception:** The park owner does not have to give the 45 day notice if the buyer's deed says that the buyer cannot change the use of the park for two years after buying it (in other words, if the buyer agrees to keep the park running as it is). This deed restriction must also say that tenants have the right to enforce it.

### **What if the new owner tries to close the park anyway?**

You can sue the new owner in Superior Court and ask the judge to order the buyer to keep renting the lots for at least two years. You can also make a money claim for any damages you have suffered. You can sue alone or as a group of tenants or as a tenant association. If you have a lawyer, the judge can order the park owner to pay your lawyer fees if you win.