

Leases In Manufactured And Mobile Home Parks

If you live in a manufactured or mobile home park, your landlord must offer you in writing the chance to sign at least a one year lease. If you are a tenant in good standing after a year your landlord must offer you the chance to renew your lease at least 90 days before the term of your old lease is up.

How do I know if I am a tenant in good standing?

You are not a tenant in good standing if you owe more than one month's rent, use the premises for illegal trade or business, are violating a federal, state or local law to the detriment of the health and safety of other park residents, or if you are in violation of any lease term or park rule or regulation and have failed to cure the violation after you have been notified of your violation.

What can I do if I was never offered the opportunity to sign a lease and my landlord is not trying to raise my rent?

Your landlord cannot raise your rent if he failed to offer you a lease in writing. Your landlord will not be entitled to collect the increase he seeks. You should pay the original amount of your rent not the increased amount. If you do pay the increased amount, your landlord can say that you have agreed to the higher rent.

What should I do if I was never offered the chance to sign a lease and my landlord is now bringing holdover proceedings against me?

Your landlord should not be able to win a holdover eviction case against you if you were never offered a lease and you have been in your mobile home for less than a year. You should contact Neighborhood Legal Services for representation as soon as you receive court papers. If you go to court without an attorney, you should let the judge know that your landlord never offered you the opportunity to sign a lease and that the eviction case against you should be dismissed.

What will happen if I was given a notice to quit or to move?

If you are a tenant in good standing and you were not offered the chance to sign a lease your landlord should not be able to evict you with a notice to quit. If you are not a tenant in good standing but your landlord failed to give you timely notification of your lease violations and an opportunity to cure them, your landlord should not be able to evict you with a notice to quit.

What are my rights if my landlord wants to evict me because he wants to use the land for a purpose other than a mobile home park?

Your landlord must give you six months written notice served by certified mail before he can evict you to change the use of the land. If your lease term has more than six months left, the landlord must give you until the end of your lease.

What are my rights if my landlord wants to evict me for violating one of the mobile home park rules?

Before your landlord can evict you for a violation of a rule or regulation of the park he or she must give you written notice of the violation and give you ten days to fix the violation.