

TENANTS HAVE RIGHTS

State law provides New Hampshire manufactured housing park tenants with a “Bill of Rights” under RSA 205-A. These laws will protect you only if you know your rights.

MOVING INTO A PARK

A park owner cannot charge a tenant an “entrance fee” just for moving into a manufactured housing park. A new tenant may have to pay for services such as water and electricity hookup, if necessary and actually provided by the park owner. A park owner cannot charge more for these services than the equivalent of three months’ rent. In addition, a park owner cannot charge more than one month’s rent for a security or damage deposit.

In most cases, it is against the law for a park owner to make tenants buy their manufactured housing from the park owner or some other particular person. If you own a manufactured home, a park which has a space available must let you move in if you meet the park rules and standards for admission.

Two exceptions to this law are: (1) the park is new, or (2) the owner has created a new lot. In either case, the park owner can require someone moving into the park to buy a manufactured home from him or her.

PARK RULES

All park rules, regulations, and conditions of renting must be in writing. The park owner must give each tenant a copy of these rules and regulations.

A specific summary of your rights, printed in large

1. 80% of the households in the park must be occupied by at least one person who is 55 years or older, and the park owner must provide special facilities and services to meet the needs of older persons, or
2. The residency in the park must be totally restricted to persons who are 62 years of age or older.

If families with children are excluded by a park owner, and neither of these conditions are met, the parkowner is probably breaking federal or state laws against discrimination. Both laws call for substantial civil monetary penalties and damages.

Many manufactured housing parks have rules which limit the number the people who can occupy a home. Such policies often exclude most of the families with children. This too can be found to be illegal discrimination against families with children.

For more information about housing discrimination, contact:

- ◆ **The NH Human Rights Commission**, (603) 271-2767
- ◆ **N H Legal Assistance**
603-668-2900 or toll free at 800-562-3174
- ◆ **US Department of Housing and Urban Development**
(800) 669-9777

This pamphlet was prepared by:

NEW HAMPSHIRE LEGAL ASSISTANCE

www.nhla.org

1) The repair or removal of anything inside the home that does not threaten harm to the park itself; or

2) Compliance with aesthetic standards relating to physical characteristics of the home such as size, original construction materials, or color. The parkowner can however, require repair or maintenance of deteriorating or defective exterior features of the home or the removal of a structure or fixture which the seller added to the home without the permission of the parkowner.

The parkowner cannot charge the seller any fees because of the sale, unless he/she has, at your request and through a written contract, acted as your sales agent. The park owner may charge \$35 for signing your manufactured housing deed.

New tenants in a manufactured housing park will be expected to meet the rules of the park. The owner cannot unreasonably withhold approval of any person to whom you wish to sell your manufactured home. He or she can, however, require that the prospective buyer be able to comply with all park rules including payment of rent, and may reject a prospective buyer who has a poor credit history or poor references from prior landlords. To keep the valuable right to freely sell your home, you must notify the park owner of your plan to sell.

Once the parkowner receives a completed application for tenancy from the prospective buyer of the home, he has 14 days to notify the buyer of his decision. If the buyer is rejected, the notice to the buyer must state the reason for the rejection.

The parkowner may charge the prospective buyer a non-refundable application fee of up to \$125.00 without providing an itemization of the charges. If the application fee exceeds \$125.00 the parkowner must provide an itemized breakdown of the application fee, and the total fee must be reasonable.

Special rules apply when your park is being changed to a retirement park. Within three (3) years of notice of a rule changing the park from "general or family" to "senior retirement" you can still sell your home to a buyer of your choice, including a non-elderly family. In order to be a lawful retirement park-from which families with children may be lawfully excluded – the park must meet one of the following two requirements:

type, must be posted at the beginning of any list of park rules. Park rules must be reasonable to be legal and enforceable.

There are many rules and practices which are specifically made unlawful under RSA 205-A 2. These include (but are not limited to) the following prohibitions:

- 1) charging extra rent based on the number of children living in the manufactured home.
- 2) charging extra for pets, unless the owner provides a service and has additional expenses due to the pets.
- 3) charging for maintenance or repairs to septic systems, electrical lines, water lines, or any underground system, unless the damage is due to misuse by the tenant.
- 4) Requiring permission for guests unless the guests stay for more than thirty (30) days.
- 5) Requiring disposal of personal property or pets for which the tenant had prior permission, unless necessary to protect the health and safety of other tenants.

The park owner cannot change any fees, including rent, without providing the tenant with sixty (60) days advance written notice. This notice must provide an explanation of the reasons for the increase and specify the date on which it goes into effect. No rules may be changed without ninety (90) days prior written notice. The park owner must notify each tenant in writing when planning to change the park rules.

A violation of the state law regarding park rules can be treated as a violation of the Consumer Protection Act for which a tenant may be awarded actual damages or statutory damages of \$1,000. A court also has the authority to

double or triple these damages if the park owners' behavior is deemed to be willful.

The Board of Manufactured Housing offers a more informal way for a manufactured housing owner to challenge a park owners unlawful or unreasonable rules. There is a \$25 fee for filing a complaint with the Board of Manufactured Housing, which can be waived if such fee will cause an unfair financial burden on the tenant. It should be noted that the Board of Manufactured Housing does not have the power to deal with rent increases or evictions. Tenants in manufactured housing parks who wish to file a complaint should write the Board of Manufactured Housing at:

Board of Manufactured Housing
121 South Fruit Street
Concord, NH 03301

Or call: (603) 271-2219

OBTAINING SERVICES

A park owner cannot require tenants to buy goods and services from any particular company, or stop tenants from buying goods and services from the dealer of their choice. These goods and services include, but are not limited to: fuel oil, paving, snow plowing, laundry service, and delivery of bakery, dairy and other food. Tenants may have to use a central fuel or gas metering system, if the cost does not exceed the average price in the area.

If skirting is required, the park owner must allow a reasonable choice of types and materials. If a tenant wishes to put up a shed or outbuilding, the park owner cannot specify any one type.

When park conditions threaten your health or safety, you can also take the park owner to court. If your landlord refuses to fix health or safety hazards within fourteen (14) days after receiving notice of the problems, you may file a petition in Superior Court seeking: (1) an order directing the landlord to make repairs; or (2) permission to withhold rent. The hearing on your petition must be held within thirty (30) days.

The court may appoint somebody else to run the park (known as a receiver) and to repair the problem if: (1) the health and safety problems are very serious; (2) more than 10% of the park tenants are threatened; and (3) the owner has failed to make or arrange for repairs within thirty (30) days after notice of such hazards by a public official.

It is against the law for the park owner to attempt to evict you in retaliation for undertaking a good faith effort to have unsafe conditions repaired.

SELLING YOUR HOME

If you live in a park, you are free to sell your manufactured home in place at a price of your own choosing. The park owner cannot require either you or the buyer to move the home out of the park solely because of the sale. The park owner can require that the home be brought up to minimal safety and sanitary standards, but it is up to the park owner to establish that the home is not safe or sanitary.

The parkowner may require a pre-sale inspection of the home. After the inspection he must provide a list of all repairs that will be required before the home can be approved for an on-site sale. This list must be provided to the homeowner within 14 days of the time the tenant sends the parkowner written notice of his intent to sell the home. The parkowner may not require:

- New Hampshire Community Loan Fund
7 Wall Street, Concord, NH 03301
Telephone: (603) 224-6669
website: www.nhclf.org
- Manufactured Home Owners & Tenants Association (MOTA) of New Hampshire
P.O. Box 998, Concord, NH 03302-0998
Telephone: (603) 224-0408
website: www.mota-nh.org

MANUFACTURED HOUSING IS REAL ESTATE

Under state law manufactured housing is considered real estate. Ownership is transferred by deed rather than a bill of sale. Owners of manufactured housing also have “homestead rights” which protect \$100,000 worth of equity (\$200,000 for a married couple) from the claims of most creditors. The homestead exemption does not protect the homeowner from the claims of municipalities for unpaid taxes or from the claims of banks or other creditors who hold mortgages on the manufactured home.

PARK CONDITIONS

Some park tenants have problems with services provided by the park, including trouble with water or septic systems, which may create health or safety hazards. For help, contact:

1. the town health officer; or
2. the state Division of Public Health (603 271-4501);
or
3. the New Hampshire Division of Environmental Services in Concord (603 271-3503)

EVICTIONS

Tenants in manufactured housing parks can be evicted only for one of the following reasons:

- Nonpayment of rent or other fees, including utility costs or reasonable incidental service charges. *If, however, you pay the amount owed, plus a \$15 fee known as “liquidated damages” within thirty (30) days of receiving the written notice to quit for nonpayment, you cannot be evicted.* (In certain nonpayment evictions, the park owner has further responsibilities. If previously notified in writing of a lien or mortgage on the manufactured home, the park owner must notify the lien holder, for example the bank or town, in writing, that the tenant is in default and the lien holder has sixty (60) days to determine whether it will assume responsibility for payment of rent and other charges. The park owners’ failure to give such notice is a valid defense for eviction based on nonpayment of rent.)
- Failure to follow park rules only if the rules are reasonable and only if you were given written notice of failure to follow the rules which you continued to break; or
- Repeated disturbance of the peace and quiet of other tenants; or
- Damage by the tenant to park property, excluding reasonable wear and tear; or
- Repeated breaking of federal, state or local laws concerning manufactured housing parks; or
- Condemnation or conversion of the park to another business or use.

Tenants must be given sixty (60) days written notice and the reason for any proposed eviction. In cases of nonpayment of rent or other fees, only thirty (30) days notice is required. If the reason for eviction is the condemnation or change of use of the park, an eighteen (18) month notice must be given.

IMPROPER REASON FOR EVICTIONS: Legally, a tenant cannot be evicted by the park owner for failure to pay property taxes on his/her home. Park tenants are also free to organize or join a tenant organization and may not be evicted for such activity.

THE EVICTION PROCESS

The law sets out a special process which park owners must follow to lawfully evict park tenants. The steps include written notice to the tenant and the legal opportunity for a court hearing. For an eviction to be legal, it must be ordered by a court. A court will not allow an eviction unless the park owner can prove the existence of one of the lawful reasons for the eviction set forth above.

Manufactured housing park tenants have a right to fight the eviction by going to court. If a tenant does not show up in court on the appointed court date, the court will issue a default judgement in favor of the park owner. You owe it to yourself and your family to make the court date by “filing an appearance” on or before the “return day” set forth on the Landlord Tenant writ (the summons from district court) If you have any doubts or questions about your legal rights, consult a lawyer.

It is illegal for a park owner to try to make you leave by interfering with or interrupting your electricity, heat, gas, or other utility service. A park owner cannot legally remove your home or take your property without first getting a court order. Park owners can be penalized if they do any of these

unlawful acts. A court may award the tenant the amount of damages suffered or \$1,000 for violation, whichever is greater, plus court costs and attorneys fees. Each day that the violation continues is a separate violation.

SALE OF YOUR PARK

State law helps tenants protect themselves from displacement due to the sale of their park by giving them the chance to buy the park. Before a park can be sold, the owner must notify each household by certified mail:

1. that he/she intends to sell the park, and
2. the price, terms, and conditions for which she/he intends to sell the park and a copy of the agreement (signed document) between the park owner and prospective buyer if an offer has been received and conditionally accepted, by the park owner.

The owner must wait sixty (60) days before making a final acceptance of an offer to sell the park to someone other than the tenants. During that time, he/she must negotiate in good faith with the tenants if they wish to purchase the park. The law requires that the tenants be given a reasonable time beyond the 60 days to obtain financing for the purchase. An owner can be charged the higher of \$10,000 or 10% of the park’s sale price in damages for violating this notice requirement.

If you receive such a notice from your park owner, you have a right to meet with your neighbors to discuss trying to buy your park. The organizations listed below have extensive experience in organizing cooperatives in purchasing their park.

**New Hampshire Legal Assistance
BRANCH LAW OFFICES**
www.nhla.org

TTY – 7-1-1 or 1-800-735-2964

Concord: 117 North State Street, Concord, NH 03301
223-9750 • **1-800-921-1115**

Manchester: 1361 Elm Street, Suite 307, Manchester, NH 03101
668-2900 • **1-800-562-3174**

Claremont: 24 Opera House Sq., Suite 206, Claremont, NH 03743
542-8795 • **1-800-562-3994**

Portsmouth: 154 High Street, Portsmouth NH 03801
431-7411 • **1-800-334-3135**

New Hampshire Legal Assistance provides free legal help to low income and elderly persons who cannot afford a private attorney. NH Legal Assistance handles legal matters involving health care, public and private housing issues, food stamps, welfare, unemployment compensation, utility shut-offs and consumer problems. Our offices are open Monday-Friday between 8:30 a.m. and 5:00 p.m.

This pamphlet was published by NH Legal Assistance to give you some idea of your rights. Since the law is always changing through actions of the courts and legislature, you should consult a lawyer if you have a problem that requires legal attention.

“It Helps to Know the Law” pamphlet series includes:

Unemployment Compensation

Domestic Violence

Property Tax Relief

Your Rights as a Tenant in a Manufactured Housing Park

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It Helps to Know the Law...

**YOUR RIGHTS AS A TENANT IN A
MANUFACTURED HOUSING PARK**

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