**MOBILE MANUFACTURED HOME PARK DISCLOSURE STATEMENT**

This statement is provided to you as a prospective or current resident of\_\_\_\_\_\_\_\_\_\_\_\_\_ and is a general summary of your rights and obligations under Connecticut’s mobile manufactured home laws. Refer to Chapter 412 of the Connecticut General Statutes and the regulations of the Department of Consumer Protection for details of these laws. This disclosure statement does not add to or subtract from your rights and obligations under the mobile manufactured home laws. The park owner must keep a signed copy of this disclosure statement on the file for four years after you vacate the park.

**1. Monthly Rental Fee and All Other Fees Payable by You to the Park Owner.**

The rental fee payable during the term of the Rental Agreement is \_\_\_\_\_ dollars ($ ) per month. The only other fees which you must pay to the Park Owner are as follows:

**2. The length of the Rental Term.**

The Rental Agreement shall be for a term of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**3. The Amount of Land Which You are Renting.**

The approximate amount of land which you will be renting is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**4. Obligations of Park Owner.**

The Park Owner must:

(1) Comply with all applicable laws, regulations, and codes affecting health and safety;

(2) Maintain the premises and regrade them when necessary;

(3) Maintain the ground at such a level that the mobile manufactured home will not tilt from its original position;

(4) Mark your area of responsibility for the lot;

(5) Keep any exterior area of the park not the responsibility of each resident free from any species of weed or plant growth which are noxious or detrimental to the health of the residents;

(6) Make all repairs and do whatever is necessary to put and keep the portion of the mobile manufactured home park that is not the responsibility of each resident in a fit and habitable condition;

(7) Maintain the common grounds of the park;

(8) Exterminate insects, rodents or other pests in the common areas of the park and, in certain cases, your lot and home;

(9) Maintain the structural soundness of the home if the home is owned by the Park Owner;

(10) Maintain all utilities provided by the Park Owner in good working condition;

(11) Maintain all water and sewage lines and connections in good working order;

(12) Arrange for the removal from waste receptacles of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit;

(13) Maintain the roads in the park in good condition; provide adequate parking space for two cars; and be responsible for damage to any vehicle due to poorly maintained access roads;

(14) Respect the privacy of the resident and, if only the space or lot is rented, agree to enter the mobile manufactured home only with the permission of the resident;

(15) Allow all residents freedom of choice in the purchase of all services; and,

(16) Allow a resident to terminate a rental agreement whenever a change in the location of such resident’s employment requires a change in the location of his residence.

**5. Your Responsibilities.**

You must:

(1) Comply with all applicable laws, regulations, and codes affecting health and safety;

(2) Keep the unit and your area of responsibility as marked by the owner in a clean and sanitary condition, free of garbage and rubbish;

(3) Keep the home, lot and any supplied facilities in a rented home in a clean and sanitary condition;

(4) Dispose of any rubbish, garbage and other waste material in a clean and sanitary manner;

(5) Not willfully or negligently destroy, deface, damage, impair or remove any part of the premises or permit any other person to do so;

(6) Comply with the reasonable rules and regulations of the park if you were notified of them at the time you signed the rental agreement;

(7) Unless otherwise agreed, occupy the dwelling unit only as a dwelling unit;

(8) Conduct yourself and require other persons on the premises with your consent to conduct themselves in a manner that will not disturb your neighbors’ peaceful enjoyment of the premises or constitute a nuisance;

(9) If judgment has entered against a member of the resident’s household pursuant to subsection (c) of section 47a-26h for serious nuisance by using the premises for the illegal sale of drugs, not permit such person to resume occupancy of the dwelling unit, except with the consent of the Park owner; and,

(10) Pay the rent and all legitimate charges on time.

**6. Your Rights Regarding Eviction.**

(a)

(1) A resident who owns a mobile manufactured home may be evicted only for one or more of the following reasons. You cannot be evicted for any other reason.

(A) Nonpayment of rent, utility charges or reasonable incidental services charges;

(B) A substantial violation of a law concerning the health and safety of other residents or the physical condition of the park;

(C) A substantial violation of the Rental Agreement or rules and regulations of the park;

(D) Failure to agree to a rent increase at the end of your lease, provided that you receive written notice of the proposed increase 30 days before the end of your lease, the increase is consistent with rents for comparable lots in the same park, and the rent is not increased in order to defeat the purpose of the mobile manufactured home law; or

(E) A change in the use of the land on which your home is located. In this case, the law provides that you are entitled to 545 days advance notice and relocation expenses or compensatory payments

(2) In connection with reasons (1)(B), (C) and (D) above, you must be given written notice of the violation and 21 days in which to correct it.

(3) You must be given 60 days written notice, called a Notice to Quit, before your Rental Agreement may be terminated, except only 30days written notice need be given if the reason for termination is nonpayment of rent, utility charges, or reasonable incidental services charges.

(4) If you are being evicted for nonpayment of rent or other charges for which eviction is permitted, you may stop the eviction if you pay the arrearage within the 30-day notice period. However, you may only use this procedure once in any 12-month period.

(b) A mobile manufactured home resident who rents a mobile manufactured home from the Park owner may be evicted for the following reasons, in addition to other reasons allowed under Connecticut’s landlord-tenant law:

(1) Conviction for violating a law affecting the health, safety and welfare of other residents;

(2) The continued violation of a reasonable rule of the park; or

(3) A change in the use of the land on which your home is located.

(c) You must be given 60 days written notice, called a Notice to Quit, before your Rental Agreement may be terminated.

**7. You have the right to sell your home on its present lot if:**

(a)

(1) Your home is safe, sanitary and meets all the aesthetic standards of the park; and

(2) The purchaser meets the entry requirements for the park. These requirements are limited by law.

(b) Before you sell your home on its present lot, you must ask for the Park Owner’s approval of your home’s condition for resale. If the Park Owner disapproves your home for resale, and if you disagree with this decision, you may ask the Department of Consumer Protection for a ruling on the condition of your home.

(c) The Park Owner carries the burden of proving that your home is unsafe, unsanitary or fails to meet aesthetic standards. If an owner determines that a mobile manufactured home is unsafe, unsanitary or not in compliance with the aesthetic standards of the park, and if an owner objects to onsite resale in the park because of such conditions, a resident shall be permitted to cure these defects and proceed with the sale.

(d) If the Rental Agreement requires any conditions to be complied with by you or the Park Owner at the time you sell your home, including aesthetic standards for resale, those conditions are attached to this disclosure statement.

(e) An owner shall not

(1) Charge a fee in connection with the approval of a resale;

(2) Require a resident to pay for an inspection;

(3) Require a resident to obtain a safety and sanitary certification from a contractor; or

(4) Condition the approval of a resale upon any ongoing or future improvement to the park.

(f) An owner shall not, as a condition of resale, transfer to a resident any of an owner’s responsibilities, pursuant to Section 21-82 of the Connecticut General Statutes, such as the removal of an in-ground oil tank, related to the park facilities and appurtenances, and the grounds, areas and facilities under the control of the owner for the use of residents.

(g) An owner shall not object to the resale of a mobile manufactured home if it is to be removed from the park.

(h) In addition to residents residing in the mobile manufactured home, the right to sell the home on site applies to residents who own their mobile manufactured home but do not reside in it, and executors, administrators or other legally authorized representatives of the estate of a deceased resident.

(i) The filing of a summary process action or the entry of a summary process judgment against a resident does not extinguish the right of a resident to sell the mobile manufactured home on site prior to the entry of a judgment of possession and the expiration of all stays of execution in the summary process action, in accordance with Section 21-80 of the Connecticut General Statutes.

(j) An owner shall not offer a lease agreement that includes a provision requiring the removal of a mobile manufactured home from the park upon resale of the home.

**8. Your Rights Regarding Changes in the Park Rules.**

(a) The Park Owner may make a change to the park rules only if:

(1) The purpose of the rule is to:

(A) Promote the convenience, safety or welfare of park residents;

(B) Prevent abuse of the Park Owner’s property; or

(C) Distribute park services and facilities to park residents in a fair manner;

(2) The rule is reasonably related to its purpose;

(3) The rule applies to all residents in a fair manner except reasonable exemptions may be made;

(4) The rule clearly informs you what you must do or cannot do; and

(5) You receive written notice.

(b) If a rule change substantially modifies your Rental Agreement, this rule will not apply to you unless you consent in writing to the change or sign a new Rental Agreement which contains the rule change.

**9. Investigate Before You Buy**

Before agreeing to purchase a mobile manufactured home, you should check with the town clerk, tax assessor, and tax collector to determine whether outstanding property taxes are owed on the home and whether any liens or other encumbrances on the mobile manufactured home exist.

**10. Protection of Your Rights**

The Rental Agreement that you sign cannot take away any of the rights or protections given to you by the mobile manufactured home laws.

**11. Written Rental Agreement**

Neither a new resident nor the Park Owner may rent a mobile manufactured home or lot until a written rental agreement has been signed by you and the Park Owner. You should not purchase a mobile manufactured home without first contacting the Park Owner.

**12. Department of Consumer Protection**

The Department of Consumer Protection enforces the laws concerning mobile manufactured home parks. If you have any questions concerning these laws, write to: Department of Consumer Protection, State Office Building, 450 Columbus Blvd., Suite 901, 06103.

*[Note: The following disclosure (13. Termination of the Park) must be included in the disclosure statement only if the Park Owner is planning to terminate the operation of the park during the term of the Rental Agreement; otherwise, Disclosure 13 should be deleted. If Disclosure 13 is provided, the Park Owner must also include notice of the remedy provided by Section 21-70a of the Connecticut General Statutes.]*

**13. Termination of the Park**

The Park Owner plans to terminate the operation of this park during the term of this Rental Agreement.

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I/We acknowledge receipt of a copy of the above disclosure statement.

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Date