

## MODEL TEMPLATE FOR PARK OWNERS

**Mobile manufactured home park owners are required by section 21-70 of the Connecticut General Statutes to provide a Disclosure Statement to prospective park residents before the first rental agreement is signed. The Department encourages park owners to provide a copy of the disclosure statement to prospective residents as soon as they become aware of a potential or pending sale of a home in their park.**

**Prospective mobile manufactured home park residents should request a copy of the disclosure statement and read it carefully before entering into an agreement with the seller to purchase a mobile manufactured home in a park.**

### 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 provide you a copy of the disclosure statement before you sign your first lease. 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 (for only one car in parks that have provided only one space since before 1972); 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) **If you own your own home**, you may be evicted only for one or more of the following reasons. You cannot be evicted for any other reason.
  - (A) **Nonpayment:** Nonpayment of rent, utility charges or reasonable incidental services charges. You must be given at least 30 days' written notice of the claim of non-payment, including

the amount of the arrearage, and you cannot be evicted if you pay the total arrearage within that 30-day period. You may use this procedure only once in any 12-month period.

(B) Illegal conduct: A substantial violation (sometimes called “material noncompliance”) of any law materially affecting the health and safety of other residents or the physical condition of the park. You must be given at least 21 days to correct the violation and, if you fail to do so, at least 60 days’ notice to vacate before an eviction can be initiated.

(C) Violation of the lease: A substantial violation of the Rental Agreement or rules and regulations of the park; You must be given at least 21 days to correct the violation and, if you fail to do so, at least 60 days’ notice to vacate before an eviction can be initiated.

(D) Rent increase dispute: 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 force you to move out of the park. You must be given at least 21 days to try to work out an agreement. If there is still no agreement, a notice to vacate for this reason must give you at least 60 days to move before an eviction case can be started. You have a right to contest a rent increase by a complaint to the fair rent commission (if your town has one) or by initiating a legal action in the Superior Court.

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

(b) **If you rent your home from the Park owner**, you 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. The only reasons for which the park owner can reject a new buyer are that:
  - (A) The buyer cannot afford to pay the rent, or
  - (B) The buyer intends to use the home for a purpose that would disturb the quiet enjoyment or other park residents or is illegal or immoral.

(b) Before you sell your home on its present lot, you must ask for the Park Owner’s approval of your home’s condition. The only grounds for park owner objection are that the home is (i) unsafe, (ii), unsanitary, or (iii) not in compliance with the park’s aesthetic standards. If you disagree, the burden is on the park owner to prove these conditions. As long as your home is safe, sanitary, and in compliance with the aesthetic standards, resale cannot be denied just because your home is old.

If the Park Owner disapproves of the condition of the home, you have a right to ask the Department of Consumer Protection to decide what, if any, improvements you must make to the home in order to sell it on

site.. You will retain your right to sell your home on site in the park if you make \the improvements that the Department says are necessary.

(c) 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.

(d) 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.

(e) A park owner may not, as a condition of resale, transfer to a resident any of an owner's repair or maintenance responsibilities, such as the removal of an in-ground oil tank.

(f) A park owner may not object to the resale of a mobile manufactured home if it is to be removed from the park.

(g) 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.

(h) The filing of an eviction ("summary process") action or the entry of an eviction judgment against you does not extinguish your right to sell the home on site until the eviction is complete and all stays have expired.

(i) Your lease cannot have a provision requiring the removal of your home from the park if you sell the home. You must be allowed to sell the home in place in the park.

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

(a) At the time you buy the home, the park owner must give you a copy of the park rules. The park owner can change them or make new 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 that reasonable exemptions may be made for good cause;
- (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. Your Protection Against Retaliation**

The park owner cannot retaliate against you by starting an eviction or raising your rent, including specifically during the six months after you make a complaint to a government agency or file a court action, request the

park owner to make repairs, or join or organize a resident association. This rule does not protect you from eviction, however, if you do not pay your rent.

## **10. 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. You cannot take tenancy in a park until any outstanding property taxes on the home have been paid.

## **11. 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.

## **12. Written Rental Agreement**

Neither you 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 in a mobile home park without first contacting the Park Owner. Thereafter, the park owner must offer you an annual renewal of the written rental agreement, but you do not need to sign it.

If you do not sign the renewal, unless there is a disagreement as to the amount of the rent, the prior rental agreement shall be deemed to be extended for one year at the then prevailing park rental and the resident shall be bound by all terms of the prior rental agreement and any prevailing park rental adopted after the prior rental and all rules and regulations properly applicable to such prior rental agreement. If there is a disagreement as to the amount of the rent, unless the owner terminates the lease and brings an action of summary process, the prior rental agreement shall be deemed to be extended on a month-to-month basis at the last agreed-upon rent, and the resident shall be bound by all terms of the prior rental agreement and all rules and regulations properly applicable to such prior rental agreement.

## **13. Opportunity for residents to purchase mobile manufactured home parks.**

A park owner that intends to sell a mobile home park must first:

1. Provide all park residents with written notice of their intention by certified mail;
2. Provide information regarding park residents' rights; and
3. Provide information on the price and terms of the sale.
4. An association of more than 50 percent of unit owners who live on the premises subject to certain conditions may notify the park owner that they are interested in purchasing the park. This association must file notice of this interest with the land records department of the municipality in which the park is located.
5. Under certain circumstances, the unit owner's association may match any outside offer to purchase the park from the park owner. Both parties are required to act in good faith towards each other.
6. The law provides for several exemptions from the ability of a unit owner's association to purchase their mobile home park.

#### **14. 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.

#### **15. Termination of the Park**

If the Park Owner plans to terminate the operation of a park or to sell the park, they must provide residents with 545 days' written notice of these plans.

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

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Date