

Rights and Responsibilities of Residents of Mobile Manufactured Home Communities in Connecticut

**State of Connecticut Department of
Consumer Protection**

**450 Columbus Boulevard
Hartford, CT 06103
(860) 713-6100**



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Mobile manufactured home living is unique. Mobile manufactured home ownership is not the same as traditional home ownership in that the resident ordinarily owns the home but rents the land. In some cases, the resident may rent both the home and the lot.

Connecticut has addressed this unique situation through its mobile manufactured home park law and the establishment of a Mobile Manufactured Home Advisory Council. In addition, the licensing of mobile manufactured home parks is administered by the Department of Consumer Protection's Occupational and Professional Licensing Division. This booklet provides highlights of the law. It is not intended to take the place of legal advice. For answers to specific questions, contact the Department of Consumer Protection Licensing Division, the Advisory Council, or your attorney.

This booklet is a cooperative project of the Connecticut Department of Consumer Protection and the Mobile Manufactured Home Advisory Council, a state advisory board of dedicated volunteers who represent various interests within the mobile home community. Members of the Council, especially, the education sub-committee, gave many hours of their time to help produce this booklet for the residents of Connecticut.

Mobile Manufactured Home Advisory Council:

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Table of Contents

<u>What is a Mobile Manufactured Home?</u>	4
<u>What is a Mobile Manufactured Home Community?</u>	4
<u>What Must Be Included in a Disclosure Statement?</u>	4
<u>What Must the Rental Agreement Include?</u>	5
<u>What Are the Responsibilities of the Park Owner?</u>	5
<u>Can the Rules be Changed?</u>	6
<u>Can the Park Owner Enter My Home?</u>	7
<u>What Are the Responsibilities of the Resident?</u>	7
<u>What Can I Do If I Object to a Rent Increase?</u>	7
<u>How Do I Sell My Home?</u>	8
<u>What Are My Rights in an Eviction?</u>	8
<u>Do I Have a Right to Correct a Problem in Order to Avoid Being Evicted?</u>	9
<u>What If the Owner Decides to Close or Sell the Park?</u>	9
<u>Can I Be Retaliated Against for Making Complaints or Otherwise Exercising My Rights?</u>	9
<u>Where Can I Go for Help or Information?</u>	10

What is a Mobile Manufactured Home?

A mobile manufactured home is the statutory term in Connecticut for a type of manufactured home. A manufactured home is a single family house constructed entirely in a controlled factory environment and built to the federal Manufactured Home Construction and Safety Standards (better known as the HUD Code). Manufactured homes may be single or multi-section and are transported to the site and installed. In Connecticut, mobile manufactured homes are titled as real property, are filed on the land records, and are assessed property taxes at the rate for real property.

What is a Mobile Manufactured Home Community?

A community (also known as a mobile manufactured home park or a mobile home park) means a plot of ground upon which two or more mobile manufactured homes are located. A space or lot indicates a plot of ground within the community designed for the accommodation of one mobile manufactured home. For simplicity, we will refer to the community owner as “owner” and the mobile manufactured community residents/tenants as “residents” or “you.” The term “rental agreement” as used here is similar in meaning to the term lease.

The Department of Consumer Protection, which is responsible for enforcing the Connecticut mobile manufactured home park law, is referred to as “the Department” or “DCP.”

In Connecticut, mobile manufactured home communities are licensed by the Department of Consumer Protection. The licensee, or someone it authorizes, is required to keep the common areas of the community and facilities clean, orderly and sanitary. The owner must notify residents of the name and address of the persons authorized to manage the park and to receive notices and legal papers. If the owner does not do this, then the person authorized by the owner to enter into the rental agreement with the residents is considered to be the owner’s agent.

What Must Be Included in a Disclosure Statement?

Residents have the right to a disclosure statement from the community owner, written in plain language, *before* signing the actual rental agreement. The disclosure statement should cover:

- Rental fee
- Rental term
- Size of lot to be rented
- Any goods and services offered you, including those which are free
- Notice of any plans to terminate the park operation during the term of the rental agreement
- The rules concerning the sale of the home by the resident
- Eviction rights
- Your rights concerning changes in the rules for use and occupancy of the premises

You should ask the owner for a copy of the Disclosure Statement before you purchase the home or sign a lease.

What Must the Rental Agreement Include?

The resident must sign the initial written rental agreement which is offered by the owner before the resident is allowed to move into the park. Be sure to read the rental agreement carefully before you sign it because you will be required to follow the terms of that agreement. No park owner can offer a home or space in the park for rent without providing you with a copy of a written rental agreement *before* you occupy your home or lot. This agreement must be signed by you and the owner.

The rental agreement must include:

- Terms for payment of rent
- Rules for guest parking
- Activities which may be grounds for eviction
- The right of the resident to sell the mobile home

If the community owner does include anything in your agreement which is prohibited by the state's mobile manufactured home laws, that portion of the rental agreement is unenforceable. The rest of the agreement is still valid and enforceable.

The owner must offer the resident a written renewal of a rental agreement each year. If the owner fails to offer a renewal or if the owner offers a renewal but the resident fails or refuses to sign it, the prior rental agreement is automatically extended for one year under all of its old terms but subject to any rent increase that is being applied to all community residents. If there is a dispute, refer to the sections of this pamphlet on Rent Increases (p. 7) and Evictions (p. 8-9).

***Important Note:** A prospective resident or buyer should check with the town clerk, tax collector and town assessor to determine whether there are any liens, encumbrances, or outstanding property taxes on the home. This is very important! Check before you sign anything.*

What Are the Responsibilities of the Park Owner?

The community owner is required to:

- Comply with all state building and fire safety codes, as well as all local planning and zoning regulations materially affecting health and safety.
- Maintain the premises and re-grade them when necessary to prevent damage from moving water or accumulation of stagnant water.
- Maintain the ground so the home will not tilt from its original position.
- Clearly mark each space or lot so each resident knows his or her area of responsibility.
- Take care of the areas which are not the resident's responsibility, for example, getting rid of poison ivy. The park owner must keep these areas in a fit and habitable condition, except where the resident or the resident's family or guests have intentionally caused damage. All common areas of the park should be clean and safe.
- Exterminate insects or other pests in common areas and in areas normally the responsibility of the resident, if the infestation is not the resident's fault.
- Maintain any home owned by the park owner but rented to the resident in a structurally sound condition and in a manner capable of withstanding bad weather.
- Maintain all water and sewage lines and connections in good working order; and maintain in good working order any electrical, plumbing, gas, and other utilities that the owner provides. In any emergency, the owner must make necessary arrangements for water and sewer on a temporary basis and must restore other services within 72 hours. The maintenance and repair of underground lines and wiring is generally the responsibility of the community owner.
- Arrange waste removal from the park.

- Maintain the roads in the park, be responsible for damage to cars directly caused by poor maintenance of the park roads, and provide parking for at least two cars on each lot (*in some older parks, the owner may only have to provide one parking space*)
- Respect the privacy of each resident and not enter any home owned by the resident without the permission of the resident. Rented homes owned by the park owner may be entered without consent only in an emergency
- Not restrict the company from which a resident can purchase services delivered into the park, such as suppliers of heating oil or propane
- Allow a resident to cancel the lease on 30 days' notice if he or she has to relocate because of a change in employment (a shorter time for members of the military who receive reassignment orders)
- The resident and the owner may include other items in the rental agreement as long as they are not prohibited by law

Just as important, your agreement may not:

- Require you to waive or forfeit your rights under the law unless the law specifically states that such rights may be waived
- Deprive you of a 10-day grace period in which to pay the rent
- Allow the owner to collect a late fee if the rent is paid before the end of the grace period, or, if the rent is paid after the grace period, charge a late fee of more than 5% of the rent due (*4% if the resident rents both the home and the lot*)
- Allow the park owner to increase the rent during the time your rental agreement is in effect
- Allow the park owner to charge an amount in excess of one month's rent for a security deposit or to keep your security deposit at the end of your rental agreement if you have paid your rent in full and have caused no damage to the property
- Waive your right to interest on the security deposit
- Allow the park owner to charge an entrance fee to a resident assuming occupancy
- Allow the park owner to charge an exit fee to a resident vacating the park
- Authorize the park owner to obtain a court judgment without your having the right to defend yourself
- Waive your right to sue the park owner for injuries caused by the owner's negligence
- Evict you without a court order
- Allow the park owner to seize your property because you owe rent
- Require you to pay the park owner's legal fees in excess of 15% of any judgment against you in any action in which money damages are awarded
- Deny you the right to seek redress or help if the park owner continues to violate the agreement or any state law after you have given him or her written notice of that violation

Can the Rules Be Changed?

The community owner has the right to adopt a rule or regulation if its purpose is to promote the convenience, safety, or welfare of the residents, to preserve the property, or to make a fair distribution of services and facilities. The rules must be sent in writing to residents. The rules must be spelled out clearly, and you must be informed of them at the time you sign your rental agreement or at the time the rules are adopted. New rules which substantially modify your existing rental agreement do not apply to you without your written consent. Community owners must file with the Department of Consumer Protection a copy of the rental agreements, rules and regulations, and aesthetic standards (*which govern the appearance of the homes and park*).

Can the Park Owner Enter my Home?

If you own your home, your community owner may enter your home only with your permission. If you rent the home from the community owner, he or she also needs your permission except in cases of emergency.

What Are the Responsibilities of the Resident?

The resident is required to do the following:

- Pay the rent on time. If the rent is not paid by the midnight of the ninth day after the date it is due, the landlord may start legal proceedings to evict you and your possessions (*including your home*) from the community
- Keep the home and surroundings clean and in good condition.
- Obey all reasonable park rules regarding the occupancy and maintenance of the park, such as those concerning noise, pets, privacy, speeding, yard maintenance, speeding, waste disposal, etc.
- Do not willfully or negligently damage any part of the community or allow anyone else to do so.
- Comply with all resident responsibilities under building, housing and fire codes that materially affect health and safety
- Dispose of rubbish, garbage and other waste material in a clean and sanitary manner
- Do not disturb your neighbors or interfere with their safety or comfort or allow your guests to do so.
- Use your home only as a residence, unless otherwise agreed with the park owner

What Can I Do If I Object to a Rent Increase?

The community owner can increase the rent only at the beginning of a new rental term and only if the increase is consistent with other rents for comparable lots in the community. You must be notified in writing at least 30 days before the rent increase is to take effect.

If you object to the rent increase as being excessive and you live in a town with a fair rent commission, you can file a complaint with your local fair rent commission. (*See page 11 of this booklet for a complete list of Connecticut towns with fair rent commissions*). If your town does not have a fair rent commission, you cannot challenge a rent increase unless you or a close relative permanently living with you is 62 or over or has a physical or mental disability. These two groups of residents – seniors and persons with disabilities -- are considered to be protected classes. If you are in such a protected class but in a town without a fair rent commission, you can initiate a court action to challenge a rent increase. The court can help you with your complaint, but the procedure is more complicated than that of a fair rent commission and you would probably be wise to have a lawyer. Unless you are indigent, a court action initiated by you will also require you to pay an entry fee and pay the sheriff to serve papers. If you are in a protected class, you can also defend an eviction against you based on the ground that the rent increase is not fair and equitable.

If you are not in a protected category, refuse to pay the rent increase and do not file a fair rent complaint, the park owner can start an eviction action against you for not agreeing to the rent increase. (*See pages 8 and 9 of this booklet for information on evictions*). If you lose the eviction, you can be forced to remove your home from the community.

How Do I Sell My Home?

You may sell your mobile manufactured home in place in the community as long as it is safe, sanitary and meets the aesthetic standards of the community. If you want to sell your home, you must request a statement from the community owner as to whether he or she objects to the sale of your home. The burden is on the park owner to show that your home is unsafe, unsanitary or does not meet aesthetic standards. No inspection fee or any other fee can be imposed as a condition of approving the resale. Within 20 days after the owner receives your written request, the owner must either approve the sale or describe why your home does not meet the safety or aesthetic standards of the community. If the 20 days elapse with no response from the community owner, the home is deemed approved for resale. If the owner objects to the resale or puts restrictions on your right to resale to which you do not agree, you may ask for a ruling from the Department of Consumer Protection, which can order the community owner to permit the resale.

As an alternative, you may correct the problems listed by the owner and again request the community owner's approval. The community owner cannot charge you a fee or commission on the sale of your home unless the owner has acted as your sales agent under a written contract. You cannot be required to use the community owner as your agent. The community owner may not charge the new buyer a rent for the lot greater than the prevailing rent for similar lots, nor may the owner charge the new owner an entry fee for moving into the park.

The prospective buyer of your home must also be approved by the community owner before you can complete the sale of your home. A buyer cannot be denied approval if he or she meets the entry requirements which apply to everyone else. Entry may be denied only for good cause, such as intent to use the home for illegal or immoral purposes or any other purpose that would disturb the quiet enjoyment of the other residents. Good cause may also mean that the prospective buyer is financially unable to pay the rent.

Denied applicants must receive a written notice stating the reason for denial within 10 days of the application's being received. If no notice is given within the 10-day period, the application is considered approved.

What Are My Rights in an Eviction?

In Connecticut, community residents who own their own homes are protected from eviction except for just cause. That means you can be evicted only for the following reasons:

- If you fail to pay the rent, utility charges, or reasonable service charges
- If you do not comply with a statute or regulation which affects the health or safety of other residents or the physical condition of the community
- If you violate the rental agreement or the community rules.
 - *See page 5 and 6 of this booklet for a discussion of community rules.*
- If you fail to agree to a proposed rent increase, provided that the community owner has complied with all requirements for a rent increase
 - *See page 7 of this booklet for a discussion of rent increases.*
- If the community is to be closed, provided that the owner gives proper advance notice of the closing
 - *See page 9 of this booklet for a discussion of the closing of the community.*

If you own your manufactured home, you cannot be evicted solely because your lease has expired. All residents have a right to a new lease, and your lease will continue in effect even if you do not sign a new rental agreement.

If the owner seeks to evict you for non-payment of rent or non-payment of utility or service charges, the owner must give you 30 days advance written notice. If the owner seeks to evict you for most other types of violations, the owner must give you a 30-day warning notice, followed by a 60-day eviction notice.

If a court orders your eviction, you have the right to ask the court for extra time to sell your home in place in the community to someone else before you move, provided that you make monthly rent payments for any extra time that the court gives you.

If you remove your home from the community before your lease is up, you are liable for the rent for the rest of the lease term unless the community owner can find a new tenant to replace you. The owner must make reasonable efforts to rent the space to someone else.

Do I Have a Right to Correct a Problem in Order to Avoid Being Evicted?

In most cases, you have a right to preserve your tenancy, even after you have broken the rental agreement, by correcting or curing the situation:

- If you are behind in the rent, you may cure by paying the rent you owe within the 30-day eviction notice. This procedure is not available if you have used it during the previous 12 months.
- If you have breached your rental agreement in other ways, you may cure by repairing or correcting the breach or by paying the community owner the cost of repairing or correcting it within 21 days after receiving the notice. This procedure is not available if you have committed a serious nuisance, such as inflicting or threatening bodily harm upon another resident or the owner or if you if you have committed the same breach within the past six months.

What If the Owner Decides to Sell or Close the Park?

If the owner decides to close the park or to sell the park to someone who intends to close it, you cannot be forced to vacate for at least 545 days (that is 1½ years) after the giving of the notice. In addition, you are entitled to relocation assistance from the owner of up to \$10,000 to move the home to another site or, if there is no satisfactory site available, of a \$10,000 relocation payment.

The residents of the park, acting together, also have the right to buy the park. If the owner is keeping the land and closing the park, the residents must pay the appraised value of the land. If the owner is selling the park to someone else who plans to close the park, the residents must match the sale price. The park residents have 120 days to form a resident association that includes at least 25% of the park residents and to notify the owner of their desire to buy the park and then an additional 365 days to negotiate the price and complete the purchase.

The Connecticut Housing Finance Authority has a program to help park residents finance the purchase of a park. More information about park closing may be obtained from the Department of Consumer Protection.

Can I Be Retaliated Against for Making Complaints or Otherwise Exercising My Rights?

No. You cannot be evicted, have your rent raised, or have your services decreased for six months after:

- You have, in good faith, attempted to remedy any violation of the law by lawful means, including complaining to a municipal agency
- A municipal agency has filed a notice or complaint regarding such a violation
- You have, in good faith, requested that the owner make repairs
- You have instituted a housing code enforcement action in court
- You have organized or become a member of a residents' association

These protections do not apply to evictions, however, if you received the eviction notice before you made your complaint, if your complaint was about a condition deliberately caused by you or a guest, or if the eviction is based on non-payment of rent or on your use of the premises for an illegal purpose or for a purpose in violation of your lease.

Do the Anti-Discrimination Laws Apply to Mobile Home Parks?

Yes. Mobile manufactured communities are covered by state and federal fair housing laws. The community owner may not discriminate against residents or applicants based upon race, creed, color, national origin, ancestry, sex, sexual orientation, marital status, age, lawful source of income, mental retardation, or mental, physical or learning disability.

There are certain limited circumstances in which a community owner may limit occupancy in a community to seniors. For more information, contact the Commission on Human Rights and Opportunities, 25 Sigourney Street, Hartford, CT 06106. Phone: (860) 541-3400 or Toll-free at (800) 477-5737.

Where Can I Go for Help or Information?

State Organizations and Agencies

Connecticut Department of Consumer Protection 165 Capitol Avenue, Room 110
Hartford, CT 06106
Phone: 860-713-6135
www.ct.gov/DCP

Mobile Manufactured Home Advisory Council 165 Capitol Avenue, Room 110
Hartford, CT 06106
Phone: 860-713-6150

Connecticut Department of Housing 505 Hudson Street
Hartford, CT 06106
Phone: 860-270-8236
<http://www.ct.gov/DOH>

Connecticut Housing Finance Authority 999 West Street
Rocky Hill, CT 06067
Phone: 860-721-9501
www.chfa.org

Infoline: Dial 211 or on-line at www.infoline.org Resident Advocacy Organizations:
Connecticut Manufactured Home Owners Alliance Email: info@cmhoa.org

If You Need a Lawyer – Legal Assistance Programs

Statewide Legal Services
Phone: 1-800-453-3320 or 860-344-0380
Website: <http://slsct.org/>

Greater Hartford Legal Aid
999 Asylum Avenue
Hartford, CT 06105
Phone: 860-541-5000
Website: www.ghla.org

New Haven Legal Assistance Association
426 State Street
New Haven, CT 06510
Phone: 203-946-4811
Website: www.nhlegal.org

Connecticut Legal Services has offices in Bridgeport, New Britain, New London, Stamford, Waterbury, and Willimantic. More information can be found at www.connlegalservices.org.

Fair Rent Commissions

Bloomfield Housing Authority
800 Bloomfield Avenue
Bloomfield, CT 06002
Phone: 860-769-3250
Website: www.bloomfieldct.org/Pages/fair-rent.aspx

Bridgeport City Hall
45 Lyon Terrace, Room 211
Bridgeport, CT 06604
Phone: 203-576-8323
Website: www.bridgeportct.gov/content/89019/89540/89580.aspx

Colchester Town Hall
127 Norwich Avenue
Colchester, CT 06415
Phone: 860-537-7220
Website: www.colchesterct.gov/Pages/ColchesterCT_BComm/FRC/index

Clinton
54 E. Main Street
Clinton, CT 06413
Phone: 860-669-9101
Website: www.clintonct.org/bcc.ph

Danbury
155 Deer Hill Avenue
Danbury, CT 06810
Phone: 203-797-4531
Website: www.ci.danbury.ct.us

Enfield
820 Enfield Street
Enfield, CT 06082
Phone: 860-253-6386
Website: www.enfield-ct.gov/content/85/13618/default.aspx

Farmington Human Services Department
1 Monteith Drive
Farmington, CT 06034
Phone: 860-675-2390
Website: www.farmington-ct.org/town_services/housing/index.html

Glastonbury Housing Authority
25 Risley Road
Glastonbury, CT 06033
Phone: 860-652-7568
Website: www.glastha.org

Groton
Community Development Office
134 Groton Long Point Road
Groton, CT 06340
Phone: 860-446-5988
Website: www.grotonhousingauthority.org

Hamden
Community Development Office
11 Pine Street
Hamden, CT 06514
Phone: 203-776-5978
Website: www.hamden-ct.com/Content/Fair_Rent.asp

Hartford Community Development Office
260 Constitution Plaza
Hartford, CT 06103
Phone: 860-757-9005
Website: www.hartford.gov/housing/fair-rent-commission

Manchester Department of Health
479 Main Street
Manchester, CT 06040
Phone: 860-647-3173
Website: <http://health.townofmanchester.org>

New Britain
27 West Main Street
New Britain, CT 06051
Phone: 860-826-3344
Website: www.newbritainct.gov/index.php/city-services/human-rights/general-information.html

New Haven Town Hall
165 Church Street
New Haven, CT 06510
Phone: 203-946-8156
Website: www.cityofnewhaven.com/FairRentCommission

Newington
Human Services Department
131 Cedar Street
Newington, CT 06111
Phone: 860-665-8590
Website: www.newingtonct.gov/content/78/118/132/1656/9491/21123.aspx

Norwalk City Hall
125 East Avenue
Norwalk, CT 06856
Phone: 203-854-7989
Website: www.norwalkct.org

Rocky Hill Town Manager Town Hall
699 Old Main Street
Rocky Hill, CT 06067
Phone: 860-258-2732
Website: www.rockyhillct.gov/DeptPages/humanSvc.htm

Simsbury
933 Hopmeadow Street
Simsbury, CT 06070
Phone: 860-658-3200
Website: www.simsbury-ct.gov/fair-rent-commission

Stamford
Social Services Department
888 Washington Boulevard
Stamford, CT 06904
Phone: 203-977-4029
Website: www.stamfordct.gov/social-services-division/pages/fair-rent

Westbrook
1163 Boston Post Road
Westbrook, CT 06498
Phone: 860-399-3040
Website: www.westbrookct.us/boards-and-commissions.php

West Hartford
Human Services Department
50 South Main Street
West Hartford, CT 06107
Phone: 860-523-3258
Website: <http://goo.gl/WkN6Nv>

West Haven 355
Main Street
West Haven, CT 06516
Phone: 203-937-3500
Website: www.cityofwesthaven.com

Wethersfield
Town Manager's Office
505 Silas Deane Highway
Wethersfield, CT 06107
Phone: 860-721-2801
Website: www.wethersfieldct.com/content/279/289/645/default.aspx

Windsor Town Clerk
275 Broad Street
Windsor, CT 06095
Phone: 860-285-1902
Website: www.townofwindsorct.com/commissions/profiles.php?type=10

Housing Courts

All of the Superior Courts in Connecticut have housing sessions that provide special services to parties who appear in court without a lawyer and that can help park owners and residents try to settle their disputes. Six of these locations (*Hartford, New Britain, New Haven, Waterbury, Bridgeport, and Norwalk*) have an assigned judge who specializes in housing matters.

Bantam
80 Doyle Road
Bantam, CT 06750
Phone: 860-567-3942

Bridgeport
1061 Main Street
Bridgeport, CT 06604
Phone: 203-579-6936

Danbury
146 White Street
Danbury, CT 06810
Phone: 203-207-8600

Danielson
120 School Street
Danielson, CT 06239
Phone: 860-779-8480

Derby
106 Elizabeth Street
Derby, CT 06418
Phone: 203-735-7438

Hartford
80 Washington Street
Hartford, CT 06106
Phone: 860-756-7920

New Britain
20 Franklin Square, Room 211
New Britain, CT 06051
Phone: 860-515-5130

New Haven
121 Elm Street
New Haven, CT 06510
Phone: 203-789-7937

New London
112 Broad Street
New London, CT 06320
Phone: 860-443-8343

Norwich
One Courthouse Square
Norwich, CT 06360
Phone: 860-889-7338

Meriden
54 West Main Street
Meriden, CT 06451
Phone: 203-238-6666

Middletown
One Court Street
Middletown, CT 06476
Phone: 860-343-6400

Rockville
69 Brooklyn Street
Rockville, CT 06066
Phone: 860-896-4920

Stamford/Norwalk
17 Belden Street
Norwalk, CT 06850
Phone: 203-846-4332

Waterbury
300 Grand Street
Waterbury, CT 06702
Phone: 203-596-4061

***Please Note:** The information in this booklet is based on Connecticut General Statutes, Chapter 412, regarding mobile manufactured homes and parks, as well as on CGS Chapters 830, 831, 832, 833 and 833a, regarding the rights and responsibilities of landlords and tenants. It is not intended to take the place of legal advice. For information specific to your questions or individual circumstances, please contact an attorney.*