

# A Guide to Mobile Home Parks - Renting The Lot

## *What You Need to Know*

If you own your trailer and rent a lot in a mobile home park, trailer court, or trailer park, there are some important facts that you need to know about eviction.

The new Delaware Manufactured Home Owners and Community Owners Act (MHOCCA) provides you with important rights to protect you and your manufactured home. This brochure offers a summary of your rights relating to termination of your lease agreement.

## **YOUR RIGHTS AS A MANUFACTURED HOME OWNER**

The MHOCCA only applies to the **rental of lots** in manufactured home communities. These communities are also known as mobile home parks, trailer courts, and trailer parks (MHP). If you are renting a lot in an MHP that leases two or more lots, you are covered by the MHOCCA.

If you are **renting a manufactured home** in an MHP, you are covered by the *Delaware Residential Landlord Tenant Code*.

## **ACTS OF RETALIATION BY LANDLORDS ARE ILLEGAL**

Your landlord cannot evict you or cut your services within 90 days of any of the following:

- you made a proper complaint about a code violation to the landlord or enforcement agency

- an enforcement agency has begun action against the landlord based on your complaint
- you have formed or joined a tenant's organization
- you have filed a legal action against the landlord for any reason

If your landlord tries to retaliate against you, you may be entitled to whichever is greater: three months of rent or three times the damages suffered plus Court costs.

## **EVICTION**

A landlord can legally evict a renter for several reasons, including the following:

- Not paying rent
- Deducting money from the rent
- Breaking part of the lease
- Failing to follow the MHOCCA or Landlord Tenant Code
- Breaking rules and regulations of the manufactured home community
- Holding-over (staying after the lease ends without permission)
- Conviction of a crime during your lease
- Rental unit has been sold during your lease

A landlord can NEVER evict a tenant for these reasons:

- The renter files a complaint about problems with the rental unit
- The renter requests that the landlord honor the terms of the lease and/or make repairs
- The renter sues the landlord for violating the lease or the law
- Race, religion, sex, marital status, national origin, disability, age, or occupation
- The renter has children

### ***Not Paying Rent***

If you do not pay the amount of lot rent that is due every month, the landlord can go to court to evict you. After the *rent is five days late*, the landlord must send you a

letter stating that unless all the rent due is paid, the landlord will end the lease and take you to court. The letter must set a deadline giving you at least *seven days to pay*. The law allows the landlord to request payment in full or you can be sued.

If you do not pay in full or move out by the deadline, the landlord can go to the Justice of the Peace Court and file a complaint asking for the rent money and to have you evicted. This is called a "**Summary Possession**" action. Remember that the amount of money you owe could include late fees and back rent from previous months.

### ***Failure to Follow Rules and Regulations***

**There are some things a landlord can never do to evict you.**

- **They can't change the locks.**
- **They can't turn off the electricity, gas, or water.**
- **They can't take any of your property.**
- **They can't threaten to hurt you or anyone else if you don't pay.**

Most leases include rules and regulations that you must follow. By signing the lease, you promise to follow the rules and regulations. Some examples are a promise not to make noise that disturbs the neighbors, or a promise not to run a business out of the manufactured home without the landlord's permission. The MHOCCA also **includes rules that are made a part of all leases automatically**, even if the lease is not written down. Some of these are a promise to keep the property clean and safe, and a promise not to damage or destroy any part of the property.

If you break one of these rules or promises, the landlord can go to court to have you evicted. First, the landlord must give you a **letter** that does the following:

- explains in detail what rule you have broken, what you have done wrong, and when you broke the rule

- gives you at least twelve days to correct the problem, if you own the manufactured home and rent the lot;
  - give you at least 7 days to correct the problem, if you rent the manufactured home (see the Landlord Tenant Code for more detail);
- tells you that if the problem is not corrected by the deadline, the landlord may end the lease and go to court to have you evicted.

### ***Conviction of a Crime***

If you (or a family member, even a juvenile, living on the premises) are convicted of a crime while living in the MHP and the conduct that led to the conviction caused or threatened to cause irreparable (unfixable) harm to any person or property, the landlord can immediately end the lease and ask the court for an eviction. In this situation, the landlord does not need to warn you with a letter.

### ***Holding-over***

A holdover tenant is one who continues to possess (keep their manufactured home on) the lot they rented in the MHP when they have no right to do so.

If, after a trial, a Judge issues an order giving the rented lot back to the landlord, or if a lease agreement is legally ended by the landlord, and you continue to stay after the expiration date without the landlord's permission, you must pay the landlord twice the daily rate of rent as damages. For example, if the lot's monthly rent is \$300.00, the daily rate is \$10.00 per day. If you hold over in "bad faith" after termination by the Court, the rent would double to \$20.00 per day as damages to the landlord.

If, however, you hold over in "good faith" after termination by the Court, the landlord will not be entitled to double damages. A "good faith" dispute means there is an honest difference of opinion relating to the rights of the parties to a rental agreement.

## **NON-RENEWAL AND TERMINATION OF THE RENTAL AGREEMENT**

The rental agreement between you and your landlord must provide written standards which list all possible reasons for non-renewal or termination of your rental agreement.

### ***Grounds for Non-Renewal***

If your landlord decides not to renew your lease agreement, he/she must have "due cause." Due cause is defined as a change in land use of the MHP. An example of change in land use is where a landlord decides to build a shopping center where the MHP is located. In addition, the following reasons are considered due cause for not renewing your lease:

- conduct that caused or threatened to cause immediate, irreparable harm as demonstrated by clear and convincing evidence; or
- conviction of a crime that caused or threatened to cause immediate, irreparable harm to another tenant or their property in the MHP as demonstrated clear and convincing evidence; or
- false information on your rental application which, if the truth was known, would have caused denial; or
- failure to provide proper notice to landlord of the sale or transfer of your manufactured home; or
- failure to bring your manufactured home into compliance with written standards of the MHP.

Your Landlord must send you a notice for non-renewal, in writing, at least 60 days before the expiration of your lease agreement. The notice must clearly state the reason(s) and specify the date, place, and circumstance(s) causing the non-renewal.

### ***Ending Lease Due to Change of Land Use***

If your lease is being ended due to change of land use, the landlord must provide written notice one year before the expiration date. The notice must do the following:

- inform you of the intended change of land use; and
- advise you of the need to secure another location for your manufactured home; and
- provide a relocation plan to assist renters.

If your rental agreement is being ended for change of land use, you may be entitled to moving expenses as well as reimbursement for a manufactured home that is too old to be moved.

### ***Delaware Manufactured Home Relocation Trust Fund***

The MHOCCA has established a trust fund for use in cases when a tenant must relocate because of changes in land use. The trust fund consists of a monthly assessment of \$3.00 per manufactured home for each rented lot in a manufactured home community. The tenant and the landlord split this fee. The tenant pays their half as part of their monthly rent. The applicability and availability of funds depend on the circumstances of each individual case.

**If you get a card from the Post Office telling you to pick up some certified mail, GET IT! If you do not, the court will evict you anyway and you will not get a chance to defend yourself.**

### ***Grounds for Immediate Termination***

Your landlord may immediately end your rental agreement after sending a written notice to you for any of the five reasons mentioned previously in "Grounds for Non-Renewal."

### ***Grounds for Ending Your Rental Agreement***

Your landlord has the right to end your rental agreement under certain conditions. The following is a list of reasons why your lease can be ended:

- you did not obey the rules of the rental agreement or the MHOCCA and disrupted the rights of others entitled to the quiet enjoyment of the MHP;
  - this reason requires a written notice to immediately stop the specific conduct and to not repeat it within 6 months or face immediate termination through an action for summary possession (eviction);
- you did not keep your premises in good condition;
  - this reason requires a written notice of the specific condition and allow you twelve days from date of mailing or delivery to fix the condition or face immediate termination;
- you did not pay your rent;
  - this reason requires a written notice after you are 5 days late which states that failure to pay within 7 days of mailing or date of delivery will result in termination.
- if you have broken the rules of the rental agreement or the MHOCCA several times within a twelve-payment period, it may result in immediate termination or refusal to renew your lease agreement. Some examples include:
  - four late payments; or
  - failure to reimburse landlord on two occasions for utility bills after receiving written notice giving you 7 days to pay or;
  - writing two bad checks; or
  - four separate incidents of breaking the rules; or
  - any combination of four separate incidents of not following the rules of the MHOCCA.

## **TERMINATION BY TENANT**

You may end your lease agreement by giving your landlord a *written notice* at least sixty days before your lease expires.

If you move in and find that the landlord is not keeping to the rental agreement or is breaking portions of a government code, you have up to a month to end your lease with a *written notice* and seek damages.

Also, if you have a condition that prevents you from receiving your part of the bargain, you must send your landlord a written notice describing the problem and give him/her fifteen days to fix it. If the landlord does not then fix the problem, you

are allowed to end your rental agreement, move, and seek damages.

You have eighteen months from signing to end the rental agreement and seek damages, if your landlord misrepresents a fact just to get you to enter into a rental agreement.

If you have to move more than 30 miles because of your employment or you are reassigned by the Armed Forces, you are allowed to end your rental agreement. You have to give your landlord at least 30 days written notice.

**If you get a notice telling you to go to court, DON'T IGNORE IT!**

## **WHEN YOUR LANDLORD TAKES YOU TO COURT**

If your landlord has gone to court to evict you, the court will notify you and tell you when and where to go to court. You will be notified in one of the following ways:

- By first class mail, with a certificate of mailing
- By certified mail, return receipt requested
- By Constable
  - The notice may be delivered personally to you at your manufactured home, or
  - The notice may be delivered personally to an adult residing at your manufactured home
  - A Constable will try to deliver the notice to you in person. If you are not home, he will tape it (post) to your door.

Normally, the court date will be within four weeks after the date your landlord files his case. (It can be more or less.) The date depends on how busy the court is.

On the court date, be sure to go to court early. There will be a trial in front of a judge. Both you and the landlord will have a chance to tell your side of the story. If you do not go to court, your landlord will win. If you are late, the court will go ahead without you, so get there early. **Go to court even if your landlord tells you it is not necessary.**



## IF YOU LOSE IN COURT

If you lose in court and your landlord has asked for "**possession**" of your manufactured home or rental lot, the court will order you to move out. You will have **five days to appeal**. If you do not appeal and ask for a "stay of execution on the judgment," the landlord may then ask the court to issue a 24-hour eviction notice to the Constable who will post it on your door as early as two weeks after the judgment.

This notice means the Constable will be back in 24 hours. If you are still there, he will make you leave. The constables only work during daylight hours, Monday through Friday. So, if the 24-hour notice is posted on Friday, you will have at least until Monday morning, if it is not a holiday.

If you do not have all of your belongings out of the manufactured home by the time the Constable comes back, you will have to leave them behind.

If the landlord has asked for "possession" of the lot, you may prepay a storage fee in the amount equivalent to seven days rent. You must pay the amount on or before the date the eviction notice is posted. If the amount is prepaid then the court may extend the notice period for removal of the manufactured home for seven days. You **cannot**, however, live in the home during the seven days.

If, after the seven-day notice period has ended, you do not remove the manufactured home, the landlord may remove the manufactured home from the lot. The manufactured home must be stored for up to thirty days at your expense. You cannot remove the manufactured home from the storage location until the landlord has been paid:

- the amount of the judgment, and
- reasonable costs of removal and storage of the manufactured home.

If, at the end of the thirty days, you have not claimed your manufactured home and reimbursed the landlord for the cost of removal and storage, the landlord can do whatever he wants with your manufactured home including keep it, sell it, or junk it.

## MAKING A DEAL

If you want to make a deal or payment arrangement with your landlord, try to get it in writing and be sure you understand exactly how much you must pay and when. A court judgment for back rent will usually include interest and court costs, so you may owe more money than expected.

Unfortunately, your landlord is not required to make a deal with you or accept a payment plan. He might want all of his money immediately. In addition, even if you make a payment towards back rent but allow your landlord to get legal possession, you could still be evicted by the Constable, if the landlord chooses to follow through with eviction.

So, if you think you might lose in court, or if you don't have enough money to pay your landlord, start looking for a new place to stay immediately. Do not let yourself and your family be left without a place to live.

## **GLOSSARY OF TERMS**

**Appeal:** To take steps to have your case reheard in Court.

**Constable:** Court official in charge of carrying out Court orders.

**Judgment:** A formal decision given by the court.

**Landlord:** The owner of rented property.

**Lease:** A written contract between the Landlord and Tenant to rent property, also known as the "Rental Agreement."

**Lot:** The real estate rented for the purpose of placing a manufactured home in a Manufactured Home Community.

**Manufactured Home:** A factory-built, single-family dwelling designed to be used as a year-round dwelling when connected to the required utilities. It can also be called a "mobile home", "trailer", and similar terms.

**MHOCCA:** The Delaware Manufactured Home Owners and Community Owners Act (Del. Title 25, Ch 70) adopted on August 25, 2003, provides the rights and obligations for rental of mobile home lots.

**Summary Possession:** Court case to evict a tenant or otherwise declare who has the right to occupy leased premises.

**Tenant:** Someone who rents or leases property from a landlord.

**Termination:** The act of ending a lease

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