

MAINE STATE LEGISLATURE

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ONE HUNDRED AND SEVENTH LEGISLATURE

Legislative Document

No. 1418

S. P. 432

In Senate, April 3, 1975

Referred to the Committee on Judiciary. Sent down for concurrence and ordered printed.

HARRY N. STARBRANCH, Secretary

Presented by Senator Conley of Cumberland.

Cosponsor: Senator Speers of Kennebec.

STATE OF MAINE

IN THE YEAR OF OUR LORD NINETEEN HUNDRED
SEVENTY-FIVE

AN ACT Concerning the Landlord-Tenant Relationship in
Mobile Home Parks.

Be it enacted by the People of the State of Maine, as follows:

Sec. 1. 30 MRSA § 4061, as enacted by PL 1973, c. 548, is repealed.

Sec. 2. 30 MRSA § 4061-A is enacted to read:

§ 4061-A. Definitions

As used in this chapter, unless the context otherwise indicates, the following words shall have the following meanings.

1. Mobile home or trailer. "Mobile home" or "trailer" means a prefabricated dwelling unit which:

A. Is designed for long-term and continuous residential occupancy;

B. Is designed to be moved on wheels as a whole or in sections; and

C. An arrival on the site, is complete and ready for occupancy, except for incidental unpacking, assembly, connection with utilities and placing on support or permanent structure.

2. Mobile home park. "Mobile home park" means any parcel of land under single or common ownership or control which contains, or is designed, laid out or adapted to accommodate 2 or more mobile homes. Nothing herein shall be construed to apply to premises used solely for storage or display of mobile homes.

Sec. 3. 30 MRSA § 4061-B is enacted to read:

§ 4061-B. Purchase of equipment

No mobile home park owner or operator shall require a resident therein to purchase from said owner or operator underskirting, equipment for tying down mobile homes or any other equipment required by law, local ordinance or regulation of the mobile home park. The park operator may determine by rule or regulation the style or quality of such equipment to be purchased by the tenant from the vendor of the tenant's choosing.

Sec. 4. 30 MRSA § 4062, last sentence, as enacted by PL 1973, c. 548, is amended to read:

No fees, charges or assessments so disclosed may be increased or rules and regulations changed by the park owner or operator without specifying the date of implementation of said fees, charges, assessments or rules and regulations, which date shall be no less than ~~30~~ 90 days after written notice to all tenants.

Sec. 5. 30 MRSA § 4064, as enacted by PL 1973, c. 548, is amended by adding at the end a new sentence to read:

No mobile home park shall restrict in any manner the advertising or sale of any mobile home in said park.

Sec. 6. 30 MRSA § 4066-A is enacted to read:

§ 4066-A. Warranty

In any mobile home park tenancy or other estate at will or lease, the owner of the mobile home park shall be deemed to covenant and warrant that the mobile home lot will adequately hold a mobile home and will not cause said home to sink or shift.

Sec. 7. 30 MRSA § 4066-B is enacted to read:

§ 4066-B. Terms of rental agreement

1. Eviction of tenant. A tenancy may be terminated by a park owner or operator pursuant to this chapter only for one or more of the following reasons.

A. Nonpayment of rent, utility charges or reasonable incidental service charges, provided that no action for possession shall be maintained if prior to the expiration of a notice to quit the tenant shall pay or tender all arrearages due plus 5% of the outstanding rent or a maximum of \$5 as liquidated damages.

B. Failure of the tenant to comply with local ordinances or state or federal law or regulations relating to mobile homes or mobile home parks, provided that the tenant is first given written notice of his failure to comply with said laws or regulations and a reasonable opportunity thereafter to comply with said laws or regulations.

C. Damage by the tenant to the demised property, reasonable wear and tear excepted.

D. Repeated conduct of the tenant upon the mobile home park premises which distrubs the peace and quiet of other tenants in the mobile home park.

E. Failure of the tenant to comply with reasonable written rules and regulations of the mobile home park as established by the park owner or operator in the rental agreement at the inception of the tenancy or as amended subsequently with the written consent of the tenant, or without his consent upon 3 months' written notice, provided that the tenant is first given written notice of his failure to comply and a reasonable opportunity thereafter to comply with said rules and regulations. Nothing in this section, however, shall be construed to permit a park owner or operator to vary the terms of a written or oral rental agreement without the express written consent of the tenant.

F. Condemnation or change of use of the mobile home park.

2. Notice. Termination of any tenancy in a mobile home park shall not be effective unless made in the following manner: By the tenant giving at least 30 days' notice to the park owner or by the park owner entitled under subsection 1 to the mobile home space giving at least 60 days' notice in writing, delivered by certified or registered mail, to the tenant which shall state the reason or reasons for termination. In cases where the reason for eviction is nonpayment of rent, the tenancy may be terminated by 30 days' notice in writing delivered by certified mail.

3. Fees. The owner of a mobile home park or his agents shall not charge any fees, including entrance fees and security deposits, to tenants other than charges for rent, utilities or incidental service charges.

4. Rules. A mobile home park owner may promulgate reasonable rules governing the conduct of his tenants, if it is reasonably related to preserving the order and peace of other tenants and the mobile home park. No park rule shall be unreasonable, unfair or unconscionable. Any rule or change in rent which does not apply uniformly to all park tenants shall create a rebuttable presumption that such rule or change in rent is unfair. Any park rule which does not conform to the requirements of this section shall be unenforceable and void.

5. Tenant to be given copy of rules. The owner shall provide each tenant who resides in the park and all prospective tenants, before any rental agreement is entered into, with a written copy of the rules and regulations of said mobile home park. Said rules and regulations shall set forth the terms and conditions of the tenancy and shall contain the following notice at the top of the first page printed in capital typewritten letters or in 10-point bold face.

IMPORTANT NOTICE REQUIRED BY LAW

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MOBILE HOME PARK.

1. THE LAW REQUIRES ALL RULES AND REGULATIONS OF THIS PARK TO BE REASONABLE.

2. NO RULE OR REGULATION MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS PARK GIVES YOU 3 MONTHS' ADVANCE NOTICE OF THE CHANGE.

3. SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT YOU MAY CONTINUE TO STAY IN THIS PARK AS LONG AS YOU PAY YOUR RENT, AS WELL AS, ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES AND REGULATIONS OF THE PARK AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE PARK PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE PARK.

4. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE PLUS 5% OF THE OUTSTANDING RENT OR A MAXIMUM OF \$5 AS LIQUIDATED DAMAGES WITHIN 30 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

5. YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES AND REGULATIONS OF THIS PARK, BUT ONLY IF THE RULES AND REGULATIONS ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES AND YOU THEN CONTINUE TO BREAK THE RULES.

6. YOU MAY NOT BE EVICTED FOR JOINING A TENANT'S ORGANIZATION.

7. IF THIS PARK WISHES TO EVICT YOU, IT MUST GIVE YOU 60 DAYS' ADVANCE NOTICE.

8. THE EVICTION NOTICE MUST TELL YOU THE REASON FOR THE PROPOSED EVICTION.

9. YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS HOUSEHOLD MEET THE RULES OF THIS PARK.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM: THE CONSUMER PROTECTION DIVISION, ATTORNEY GENERAL'S OFFICE, STATE HOUSE, AUGUSTA, MAINE.

6. Enforcement. In addition to any other remedy under this chapter, any mobile home park resident may sue to enforce any provision of this section, and the court may award damages or grant injunctive or other appropriate relief.

7. Waiver prohibited. No lease or rental agreement, oral or written, shall contain any provision by which the tenant waives any of his rights under this chapter and any such waiver shall be deemed contrary to public policy and shall be unenforceable and void.

STATEMENT OF FACT

The purpose of this Act is to clarify in detail the permissible terms in a rental agreement in a mobile home park and to require notification to tenants and prospective tenants of their rights and duties. This Act clarifies the landlord-tenant relationship and specifies the grounds for eviction, notice requirements, permissible fees, and permissible landlord rules. In addition, a warranty of lot suitability is deemed to be given to each tenant and waiver by the tenant of any of these provisions is forbidden.