

MAINE STATE LEGISLATURE

The following document is provided by the
LAW AND LEGISLATIVE DIGITAL LIBRARY
at the Maine State Law and Legislative Reference Library
<http://legislature.maine.gov/lawlib>



Reproduced from scanned originals with text recognition applied
(searchable text may contain some errors and/or omissions)



117th MAINE LEGISLATURE

FIRST REGULAR SESSION-1995

Legislative Document

No. 903

S.P. 322

In Senate, March 21, 1995

An Act to Establish a Mobile Home Owners' Bill of Rights.

Reference to the Committee on Business and Economic Development suggested and ordered printed.

A handwritten signature in cursive script that reads "May M. Ross".

MAY M. ROSS
Secretary of the Senate

Presented by Senator ESTY of Cumberland.

Cosponsored by Representative NADEAU of Saco and

Senators: BENOIT of Franklin, BUSTIN of Kennebec, CAREY of Kennebec, CLEVELAND of Androscoggin, FAIRCLOTH of Penobscot, HALL of Piscataquis, LAWRENCE of York, PARADIS of Aroostook, PINGREE of Knox, RUHLIN of Penobscot, Representatives: ADAMS of Portland, AHEARNE of Madawaska, BENEDIKT of Brunswick, BERRY of Livermore, BRENNAN of Portland, CHARTRAND of Rockland, CLOUTIER of South Portland, ETNIER of Harpswell, FISHER of Brewer, FITZPATRICK of Durham, GATES of Rockport, GREEN of Monmouth, JOHNSON of South Portland, JONES of Bar Harbor, LEMAIRE of Lewiston, LEMKE of Westbrook, MARTIN of Eagle Lake, MITCHELL of Vassalboro, O'GARA of Westbrook, RICHARDSON of Portland, RICKER of Lewiston, SAMSON of Jay, SHIAH of Bowdoinham, TREAT of Gardiner, TRUMAN of Biddeford, WATSON of Farmingdale.

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

2
4 **Sec. 1. 4 MRSA §18, sub-§6**, as amended by PL 1989, c. 702, Pt. E, §1, is further amended to read:

6 **6. Fees.** When the court refers parties to the Court
8 Mediation Service after the filing of a complaint or petition
10 under Title 10, section 9097, subsection 1-B; Title 19, section
12 214 or 581,; or Title 19, chapter 13, the court shall assess the
14 parties a fee to be apportioned equally between the parties,
16 unless the court otherwise directs. The court may not assess the
18 parties any fees beyond the initial fee, unless one or both of
20 the parties files under Title 10, section 9097, subsection 1-B;
22 Title 19, section 214 or 581,; or Title 19, chapter 13, a motion
24 to amend a final decision or decree, a motion to enforce a final
26 decision or decree or a motion for contempt. When the court
28 refers the parties to the Court Mediation Service after the
30 filing under Title 10, section 9097, subsection 1-B; Title 19,
32 section 214 or 581,; or Title 19, chapter 13, of a motion to
34 amend a final decision or decree, a motion to enforce a final
36 decision or decree or a motion for contempt, the court shall
38 assess the parties another fee to be apportioned equally between
40 the parties, unless the court otherwise directs.

42 A party may file an in forma pauperis application for waiver of a
44 fee. If the court finds that the party does not have sufficient
46 funds to pay the fee, it shall order the fee waived.

48 **Sec. 2. 10 MRSA §9091, sub-§2**, as amended by PL 1989, c. 104,
50 Pt. C, §§8 and 10, is further amended to read:

52 **2. Mobile home park or park.** "Mobile home park" or "park"
54 means any parcel of land under single or common ownership or
56 control which contains, or is designed, laid out or adapted to
58 accommodate 2 or more mobile homes.

60 **Sec. 3. 10 MRSA §9091, sub-§3-A** is enacted to read:

62 **3-A. Park owner or operator or owner or operator.** "Park
64 owner or operator" or "owner or operator" means a person who owns
66 a mobile home park, a mobile home park employee and any
68 subsequent purchaser of a mobile home park.

70 **Sec. 4. 10 MRSA §9093, sub-§2**, as amended by PL 1989, c. 104,
72 Pt. C, §§8 and 10, is further amended to read:

74 **2. Increases or changes.** The park owner or operator must
76 give at least 30 60 days' written notice of a proposed change to
78 all tenants and any tenants' organization before changing any
80 rules or increasing any fees, charges or assessments, except for

2 rent changes that are governed under section 9097, subsections 4
3 and 4-A. The park owner or operator shall permit a 30-day
4 comment period during the 60-day notice period to allow tenants
5 to comment in writing on the impact of the proposed change on
6 their tenancies.

7 **Sec. 5. 10 MRSA §9094, sub-§2-A** is enacted to read:

8 **2-A. Transfer.** If a mobile home meets the standards of
9 this section and the purchaser meets uniformly applied park
10 entrance requirements, a seller of a mobile home that is located
11 in a park may sell the mobile home in its location at the park
12 and the purchaser may reside in the mobile home as a tenant in
13 the park.

14 **Sec. 6. 10 MRSA §9094-A, sub-§1,** as enacted by PL 1989, c.
15 768, is amended to read:

16 **1. Notice of offer to purchase the mobile home park.**
17 ~~Except as provided in subsection 3, if~~ If the owner of a mobile
18 home park receives an offer to purchase the mobile home park, the
19 owner shall first give the tenants the option of first refusal to
20 purchase the park. If the tenants do not exercise that option
21 and the park owner intends to accept that the offer, the owner
22 shall give 45 days' written notice to tenants of the mobile home
23 park. The notice must indicate that the owner has received an
24 offer to purchase the mobile home park and that the owner intends
25 to accept that offer. During the 45-day notice period, the owner
26 may not execute a contract for the purchase and sale of the
27 mobile home park. The owner must mail by regular mail a separate
28 notice to each park tenant.

29 **Sec. 7. 10 MRSA §9094-A, sub-§2, ¶B,** as enacted by PL 1989, c.
30 768, is amended to read:

31 **B.** The option of the owner may not be exercised prior to
32 the tenants' option of first refusal to purchase and the
33 expiration of the 45-day notice provided for in subsection 1.

34 **Sec. 8. 10 MRSA §9094-A, sub-§3,** as enacted by PL 1989, c.
35 768, is repealed.

36 **Sec. 9. 10 MRSA §9094-A, sub-§4,** as enacted by PL 1989, c.
37 768, is amended to read:

38 **4. Enforcement.** A mobile-homeowner tenant, group of mobile
39 homeowners tenants or a mobile-homeowners' tenants' association
40 aggrieved by a violation of this section may bring an action in
41 Superior Court against the violator for injunctive relief,
42 damages and attorney's fees.

2 **Sec. 10. 10 MRSA §9094-A, sub-§5**, as enacted by PL 1989, c.
768, is repealed.

4 **Sec. 11. 10 MRSA §9097, sub-§1**, as amended by PL 1989, c. 662,
6 is further amended to read:

8 **1. Eviction of tenant.** A tenancy may be terminated by a
10 park owner or operator only for one or more of the following
reasons:

12 A. Nonpayment of rent, utility charges or reasonable
14 incidental service charges, provided that no action for
possession may be maintained if, prior to the expiration of
16 a notice to quit, the tenant pays or tenders all arrearages
due plus 5% ~~4%~~ of the outstanding rent or a maximum of \$5 as
liquidated damages;

18 B. Failure of the tenant to comply with local ordinances or
20 state or federal law, ~~rules or regulations relating to~~
~~mobile homes or mobile home parks~~, provided that the tenant
22 first is given written notice of failure to comply with
those ~~restrictions~~ ordinances or laws and a reasonable
24 opportunity to comply with the ~~restrictions~~ ordinances or
laws;

26 C. Damage by the tenant to the demised property, except for
28 reasonable wear and tear;

30 D. Repeated conduct of the tenant upon the mobile home park
32 premises which that disturbs the peace and quiet or safety
of other tenants in the mobile home park;

34 ~~E. Failure of the tenant to comply with reasonable written~~
~~rules of the mobile home park as established by the park~~
36 ~~owner or operator in the rental agreement at the beginning~~
~~of the tenancy or as subsequently amended, provided that the~~
38 ~~tenant first is given written notice of failure to comply~~
~~and a reasonable opportunity to comply with these rules;~~

40 F. Condemnation or change of use of the mobile home park,
42 provided that, in the case of change of use, one year's
notice is given in writing to the tenant, unless at the
44 beginning of the tenancy the tenant is given notice of the
scheduled change of use;

46 G. Renovation or reconstruction of any portions of the
48 park, if:

2 (1) In the case of a temporary eviction, the park
owner or operator:

4 (a) Gives affected tenants 30 days' notice in
writing, unless the temporary eviction is
6 necessary to correct conditions posing an
immediate threat to one or more tenants' health or
8 safety; and

10 (b) Pays the removal and relocation costs of
tenants, except for those tenants who agree
12 otherwise in a signed writing separate from the
lease; or

14 (2) In the case of a permanent eviction, other than an
16 eviction due to reconstruction or renovation required
by a federal, state or local governmental body, of one
18 or more mobile homes currently located in the park, the
park owner or operator:

20 (a) Gives each tenant one year's notice in
writing; or

22 (b) To each tenant for whose home the park owner
24 has found a reasonable alternative location
acceptable to the tenant, gives 6 months' written
26 notice and pays removal and relocation costs; or

28 ~~Under terms and expressed conditions in the original~~
30 ~~lease or rental agreement which is entered into by the~~
~~tenant and landlord; or~~

32 I. Violation by a tenant of paragraph A, or B of E, 3 or
34 more times in a 12-month period, notwithstanding the fact
that the tenant in each case corrected the violation after
36 being notified of the violation by the park owner or
operator. For purposes of termination under this paragraph,
38 the tenant must have engaged in at least 3 separate
instances of misconduct.

40 **Sec. 12. 10 MRSA §9097, sub-§1-B** is enacted to read:

42 **1-B. Mediation.** Prior to the commencement of an eviction
44 proceeding, a tenant whom the park owner or operator seeks to
evict may file a petition to request mediation through the Court
46 Mediation Service, pursuant to Title 4, section 18. Any
agreement reached by the parties through mediation on any issues
48 must be reduced to writing, signed by the parties and presented
to the court for approval as a court order. When agreement
50 through mediation is not reached on any issue, the court must

2 determine that the parties made a good faith effort to mediate
3 the issue before proceeding with a hearing. If the court finds
4 that either party failed to make a good faith effort to mediate,
5 the court may order the parties to submit to mediation, may
6 dismiss the action or any part of the action, may render a
7 decision or judgment by default, may assess attorney's fees and
8 costs or may impose any other sanction that is appropriate in the
9 circumstances. The court may also impose an appropriate sanction
10 upon a party's failure without good cause to appear for mediation
11 after receiving notice of the scheduled time for mediation.

12 **Sec. 13. 10 MRSA §9097, sub-§2, ¶B,** as amended by PL 1993, c.
13 211, §1, is further amended to read:

14
15 B. The park owner entitled under subsection 1 to the mobile
16 home space giving at least 45 days' notice of termination in
17 writing to the tenant. If the landlord or the landlord's
18 agent has made at least 3 witnessed good faith efforts made
19 on 3 separate days to serve the tenant, service may be
20 accomplished by both mailing the notice by first class mail
21 to the tenant's last known address and by leaving the notice
22 at the tenant's space in the park.

23 (1) In cases where the reason for eviction is
24 nonpayment of rent, the tenancy may be terminated by 30
25 days' notice given in the same manner provided that the
26 notice for eviction contains notice of the amount owed
27 and a statement indicating that the tenant can negate
28 the effect of the notice of termination as it applies
29 to rent arrearage if the tenant pays the full amount of
30 rent due before the expiration of the notice.

31 (2) In cases in which the reason for eviction is one
32 listed in subsection 1, paragraph B, C, D, ~~E, F, H~~ or I,
33 the 45 days' notice of termination ~~must refer to~~
34 ~~relevant provisions of the lease or mobile home park~~
35 ~~rules and~~ must state the reasons for the termination.

36
37 **Sec. 14. 10 MRSA §9097, sub-§3,** as amended by PL 1993, c. 180,
38 §1, is further amended to read:

39
40 **3. Fees.** The owner of a mobile home park or the owner's
41 agents may not charge any fees to tenants other than charges for
42 rent, utilities, incidental service charges, entrance fees or
43 security deposits, unless otherwise provided for in the original
44 lease or agreement. The owner or the owner's agents may not
45 charge any additional fees for pets or guests of park tenants.
46
47 The owner of a mobile home park or the owner's agents may not
48 charge any entrance fee to a tenant who is moving into a mobile

home currently in the park that is greater than 2 times the amount of the monthly rent.

Sec. 15. 10 MRS §9097, sub-§4-A is enacted to read:

4-A. Rent. Changes in rent are governed by subsection 4 and this subsection. The following provisions apply.

A. A park owner or operator shall disclose fully in writing the rent amount before a mobile home dweller assumes occupancy in the park.

B. A park owner or operator may not increase rent if there exists a breach of the implied warranty and covenant of habitability, as specified in section 9099.

C. Any increase in rent must be reasonable and related to increases in the operating costs of the park.

D. A park owner or operator must give at least 30 days' written notice to all park tenants before the owner or operator increases rent.

E. A park owner or operator may increase rent only once per year.

Sec. 16. 10 MRS §9098-A is enacted to read:

§9098-A. Penalties for late payment of rent

A park owner or operator may assess a penalty against a tenant for late payment of rent according to this section.

1. Late payment. A payment of rent is late if it is not made within 15 days from the time the payment is due.

2. Maximum penalty. A park owner or operator may not assess a penalty for the late payment of rent that exceeds 4% of the amount due for one month.

3. Notice in writing. A park owner or operator may not assess a penalty for the late payment of rent unless the owner or operator gave the tenant written notice at the time they entered into the rental agreement that a penalty, up to 4% of one month's rent, may be charged for the late payment of rent.

Sec. 17. 10 MRS §9099-A is enacted to read:

§9099-A. Dangerous conditions requiring minor repairs

2 1. Prohibition of dangerous conditions. A park owner or
operator leasing premises for human habitation may not maintain
or permit to exist on those premises any condition that endangers
4 or materially impairs the health or safety of the tenants.

6 2. Tenant action if landlord fails to act. If a park owner
or operator fails to maintain a park in compliance with the
8 standards of subsection 1, a tenant or tenants may notify the
owner or operator in writing of the tenant's or tenants'
10 intention to correct the condition at the owner's or operator's
expense. If the owner or operator fails to comply within 14 days
12 after being notified by the tenant or tenants in writing by
certified mail, return receipt requested, or as promptly as
14 conditions require in case of emergency, the tenant or tenants
may cause the work to be done with due professional care. After
16 submitting an itemized statement to the owner or operator, the
tenant or tenants may deduct from the tenant's or tenants' rent
18 an amount equal to the actual and reasonable cost of the work.
The total amount deducted may not exceed one month's rent times
20 the number of tenants involved in bringing the action.

22 3. Limitation on rights. A tenant may not exercise rights
pursuant to this section if the condition was caused by a tenant,
24 a tenant's guest or an invitee of the tenant, or where extreme
weather conditions prevent the park owner or operator from making
26 the repair.

28 4. Limitation on reimbursement. A tenant may not seek or
receive reimbursement for labor provided by the tenant or any
30 member of the tenant's immediate family pursuant to this section.
Parts and materials purchased by the tenant are reimbursable.

32 5. Waiver. A provision in a lease, whether oral or written,
34 in which the tenant waives either the tenant's rights under this
section or the duty of the park owner or operator to maintain the
36 premises in compliance with the standards of fitness specified in
this section or any ordinance or regulation is void, except that
38 a written agreement in which the tenant accepts specified
conditions that may violate the warranty of habitability in
40 return for a stated reduction in rent or other specified fair
consideration is binding on the tenant and the owner or operator.

42 6. Rights are supplemental. The rights created by this
44 section are supplemental to and in no way limit any other rights
of a tenant.

46 7. Limitation on liability. Whenever repairs are undertaken
48 by or on behalf of the tenant, the park owner or operator is
immune from liability for injury to that tenant or other persons
50 injured by those repairs.

2

STATEMENT OF FACT

4

This bill amends the laws dealing with the regulation of mobile home parks by increasing the rights and protections of mobile home park tenants.

6