

# 15

## CONSUMER RIGHTS WHEN YOU LIVE IN A MOBILE HOME PARK

### § 15. 1. Introduction

This consumer rights chapter provides information concerning your rights when you own a mobile home and when you are the resident of a mobile home park. It contains the following sections:

- § 15. 2. Mobile Home Warranties
- § 15. 3. Installing Your Home
- § 15. 4. Mobile Home Park Rights
- § 15. 5. Evictions From the Mobile Home Park
- § 15. 6. Unreasonable Park Rules
- § 15. 7. Warranty of Habitability
- § 15. 8. Retaliatory Evictions
- § 15. 9. Restrictions on Tenant Sales of Mobile Homes
- § 15. 10. Discrimination Against Children
- § 15. 11. Renovation or Change of Use of a Mobile Home Lot
- § 15. 12. Unfair Trade Practices
- § 15. 13. Zoning Restrictions
- § 15. 14. Selected Mobile Home Park Statutes
- § 15. 15. Seeking Help

### § 15. 2. Mobile Home Warranties

All new mobile and manufactured homes sold in Maine come with an automatic warranty. Both the *dealer* and the *manufacturer* are responsible during the first year after delivery for repairing “substantial defects in materials or workmanship.”<sup>1</sup> Corrections must be made at the site of the mobile home. The mobile home dealer must deliver this written warranty to the buyer at the time of sale.

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<sup>1</sup> 10 M.R.S.A. § 1404. The mere fact that a mobile home is inhabitable does not prove that it complies with this warranty of merchantability. *See Twin Lakes Manufacturing v. Coffey*, 281 S.E.2d 864 (Va.1981). This warranty can also apply to a Maine agent of a dealer in another state; *see* 10 M.R.S.A. § 1403(1)(c).

Violations of the warranty can be an unfair trade practice.<sup>2</sup> The warranty must contain the following provisions:

- A. That the manufacturer or dealer will repair substantial defects in materials or workmanship which become evident within one year from the date of delivery of the mobile home to the consumer *provided* the consumer gives written notice of such defects to the manufacturer or dealer at its business address not later than one year and ten days after the date of delivery;
- B. That the manufacturer and dealer are both liable to the consumer for repairs under this warranty and the consumer may notify either one or both; and
- C. That while the manufacturers of any and all appliances may also issue their own warranties, the primary responsibility for appropriate corrective action for defective appliances under this State of Maine warranty rests with either the dealer or the manufacturer.

In addition, if a serious defect appears after this one year express warranty has expired, then your *implied* warranty of merchantability may very well apply.<sup>3</sup> However, the problem must not have been caused by your abuse. Further, the defective item (e.g., plumbing, roof, etc.) must still be within its useful life.<sup>4</sup>

Finally, the statutory one-year warranty and the implied warranty are in addition to any express written warranty provided by the manufacturer. Warranties vary among different manufacturers. You should ask to see the warranties on the manufactured homes that interest you and compare them before you buy. All retailers are required to have copies of the manufacturer's warranty that are offered on the homes they sell, and they will make them available to you if you ask to see them. It is important, however, to understand that the manufacturer's warranty will not provide coverage for problems resulting from the following: lack of proper installation or maintenance, accidents, owner's negligence, or unauthorized repairs. Therefore, to make sure that your home's warranty will be honored, carefully follow the manufacturer's instructions for installing, maintaining and repairing your home.

The Maine Manufactured Housing Board can enforce those warranties (*see* § 15.15, Seeking Help). The Board can order corrective action for a breach of warranty, including reimbursing consumers for repairs that are covered if the consumer notifies the dealer or manufacturer in writing of the defect within a reasonable time prior to undertaking the repair. The Board must also find that the repairs were necessary to prevent an imminent threat to health or safety or the structure of the home.<sup>5</sup>

## § 15. 3. Installing Your Home

Often consumers will discover problems in their mobile homes (cracks in the floor, windows that

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<sup>2</sup> 10 M.R.S.A. § 1406; *see also* 5 M.R.S.A. §§ 207, 213, the Maine Unfair Trade Practices Act and Chapter 3 of this Guide; *Burnham v. Mark IV Homes, Inc.*, 441 N.E.2d 1027, 1031 (Mass. 1982) (breach of implied warranty can also be an unfair trade practice); *State v. Allstate Mobile Homes Inc.*, (CV-01-107) (Me. Super. Ct., Kenn. Cty., June 11, 1998). Allstate Mobile Homes, Inc., a Lewiston mobile home dealer, entered into a UTPA Consent Decree which prohibited it from requiring its consumers to disclaim implied warranties.

<sup>3</sup> 11 M.R.S.A. § 2-314, *See Sylvain v. Masonite Corp.*, 471 A.2d 1039, 1040 (Me. 1984) (hardboard siding on exterior of residential dwellings not of merchantable quality); *Burnham v. Mark IV Homes, Inc.*, 441 N.E.2d 1026, 1031 (Mass. 1982) (a modular home's leaking roof constituted a breach of implied warranty and an unfair trade practice).

<sup>4</sup> This implied warranty of merchantability can also apply to the sale of used mobile homes. *See Faulkingham v. Sea Coast Subaru, Inc.*, 577 A.2d 772, 774 (Me. 1990). In this case the Maine Law Court found a used car was sold in breach of the implied warranty of merchantability when there was substantial evidence showing that the car "failed to perform up to the level reasonably expected of a car of its age, mileage and purchase price."

<sup>5</sup> 10 M.R.S.A. § 9009(3). The Board has similar enforcement powers for defects in installation; *see* 10 M.R.S.A. § 9009(4).

leak, etc.) that are not covered by either the one-year statutory warranty or the manufacturer's express warranty. Sometimes these defects are caused by improper installation of the home. Unfortunately, mobile home buyers often pay too little attention to making certain that their home is properly sited. Every manufacturer is required by federal law to provide instructions for installing your home. However, the actual installation typically is not within the manufacturer's control. Usually, the retailer will install your home or contract with a professional installation crew to do the work. In most cases, the price of your home will include the cost of installation by such qualified professionals. Be sure to check this with your retailer before you sign the sales contract. If installation is not included in the price, you may have to contract with a separate company to install your home. Ask your retailer to recommend a company skilled in such work. Installers must be licensed by the Manufactured Housing Board.

The retailer should spell out in writing the full scope of installation services that are included in the price of your home. Regardless of whether the retailer or a separate company installs your home, you should follow these guidelines:

- A. Discuss with the contractor the steps involved in installation so you understand them;
- B. Have the contractor write these steps into the contract;
- C. Make sure the installer has attached to your home the "installer's warranty seal" required by statute.<sup>6</sup>

Each of the installation steps is important. Perhaps the most important step is the "leveling" of your home. It is essential that a licensed crew install your home in order to assure it is leveled correctly. This must be done according to the manufacturer's specifications. If your home is not level on its foundation, the weight of the home will not be distributed evenly. Poor leveling could result in such problems as doors or windows that do not open or close easily or floors or walls that buckle. Such defects can be caused by floors that were not properly leveled or by walls or framed openings that were not plumb or square. Insist on walking through the home before the installation crew leaves to check for signs that your home may not be level.

Maine law requires the installer of a new mobile home or the installer and the dealer, when the dealer is responsible for installation, to provide you with a written warranty for installation covering defects in materials or workmanship that become evident within one year from the date of installation.<sup>7</sup>

The Maine Manufactured Housing Board has promulgated Rules setting forth installation standards for all mobile homes sold in Maine (*see* § 15.15, Seeking Help).<sup>8</sup> These rules have the force of law. Contact the Board and obtain a copy. If any installer violates these rules it may also be a violation of the Maine Unfair Trade Practices Act and you might be entitled to your damages and attorney fees.<sup>9</sup>

## § 15. 4. Mobile Home Park Rights

Maine's mobile home park laws describe many specific rights consumers have when living in a mobile home park. These rights can be found at 10 M.R.S.A. §§ 9091-9100. When you enter the park, the landlord must provide you with a copy of this statute and an up-to-date copy of all park rules. Perhaps your most important right is found at 10 M.R.S.A. § 9097(4) which prohibits parks from adopting any rule that is seriously unfair or unconscionable. Further, park owners cannot evict you from the park unless it is for a reason that is listed in 10 M.R.S.A. § 9097. Tenants must always be

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<sup>6</sup> 10 M.R.S.A. § 9006-C.

<sup>7</sup> 10 M.R.S.A. § 1404-A; 10 M.R.S.A. § 9009(4) (enforcement by Manufactured Housing Board).

<sup>8</sup> 10 M.R.S.A. § 9094(2)(F-1).

<sup>9</sup> 5 M.R.S.A. § 213.

given notice and a chance to rectify the problem before the eviction process can be commenced. Violations of this mobile home park statute are an Unfair Trade Practice.<sup>10</sup> See § 15.14 for selected portions of these statutes.

## § 15. 5. Evictions From The Mobile Home Park

Park tenants cannot be evicted except for one of the reasons listed in 10 M.R.S.A. § 9097. For example, nonpayment of rent is cause for eviction,<sup>11</sup> but, the landlord cannot evict the tenant if the tenant pays the overdue rent upon notice of the violation. However, if the tenant fails to pay the rent three or more times in a twelve month period then, even if in each case the tenant has paid the overdue rent, the park owner can still evict the tenant.<sup>12</sup> In Section 15.14, Selected Statutes, all of the provisions of 10 M.R.S.A. § 9097 are listed. Read it carefully in order to understand the grounds for a legal eviction from the park.

In order to evict a tenant, the park owner must give at least 45 days notice of termination in writing to the tenant. In cases where the reason for eviction is nonpayment of rent, the park owner must give 30 days' notice of the eviction and include a statement indicating the amount owed and that the tenant can negate the effect of the eviction if the tenant pays the full amount of rent due before the expiration of the 30-day notice.<sup>13</sup> If the reason for eviction is not rent related, the park owner's eviction notice must state the reason for eviction and refer to the relevant lease provision or park rule.<sup>14</sup>

## § 15. 6. Unreasonable Park Rules

10 M.R.S.A. § 9097(4) provides direct protection to park tenants against unfair park rules. Specifically, subsection 4 reads in part:

A mobile home park owner may adopt reasonable rules governing the conduct of tenants, if the rules are reasonably related to preserving the order and peace of other tenants and the mobile home park. A park rule may not be unreasonable, unfair or unconscionable. Any rule or change in rent that does not apply uniformly to all park tenants creates a rebuttal presumption that the rule or change in rent is unfair. Any park rule that does not comply with this section is void unless the rule or change in rent is made by majority vote of all the members in the resident-owned cooperative.

For example, if a park unfairly increases the rent for only a few park tenants, this might very well violate § 9097(4).<sup>15</sup> Further, the Legislature recently enacted a law that declared it an unfair trade practice if a park owner uses a lease or rule provision that has the effect of waiving a tenant's statutory rights. See 10 M.R.S.A. § 9097-A. In addition, the following lease provisions were specifically declared to be unenforceable and unfair trade practices:

- A. Any provision that absolves the landlord from liability for the negligence of the landlord or the landlord's agent;
- B. Any provision that requires the tenant to pay the landlord's legal fees in enforcing the

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<sup>10</sup> 10 M.R.S.A. § 9100.

<sup>11</sup> 10 M.R.S.A. § 9097(1)(A). See § 15.14 (B) in this Chapter for the full text of this law.

<sup>12</sup> 10 M.R.S.A. § 9097(1)(I).

<sup>13</sup> 10 M.R.S.A. § 9097(2)(B)(1).

<sup>14</sup> 10 M.R.S.A. § 9097(2)(B)(2).

<sup>15</sup> See 10 M.R.S.A. § 1106, which prohibits profiteering in rents.

rental agreement, unless the tenant has wantonly disregarded the terms of the rental agreement;

- C. Any provision that requires the tenant to give a lien upon the tenant's property for the amount of any rent or other sums due the landlord; and
- D. Any provision that requires the tenant to acknowledge that the provisions of the rental agreement, including tenant rules, are fair and reasonable.

Another unfair rule would be one that limited the rights of the tenants to receive visitors in their homes.<sup>16</sup>

## **§ 15. 7. Warranty Of Habitability**

Pursuant to 10 M.R.S.A. § 9099, the park owner warrants that the park is fit for human habitation. Further, if the tenant is evicted from the park for failure to pay rent the tenant may raise as an affirmative defense that the park violated this implied warranty of habitability.<sup>17</sup>

## **§ 15. 8. Retaliatory Evictions**

Another tenant defense against eviction arises when the eviction is in "retaliation" for the tenant's participation in a park tenants' rights group or for the assertion of any other tenant right under the mobile home park chapter.<sup>18</sup>

## **§ 15. 9. Restrictions On Tenants Sales Of Mobile Homes**

### ***A. Park Acting As Agent; Advertising***

No park owner can charge a tenant for the right to sell his mobile home to a prospective park tenant, unless the park owner has acted as a formal agent for the tenant and the agreement is in writing.<sup>19</sup> The park owner cannot make such agency a condition for living in the park.<sup>20</sup> Nor can a park owner "unreasonably interfere with or discourage a tenant's attempt to sell a mobile home situated on a park lot."<sup>21</sup>

### ***B. Rules Requiring Removal Of A Mobile Home From The Park***

The park owner can require a mobile home to be removed from the park only pursuant to a park rule, which establishes "fair and reasonable" standards. Such standards could include requirements for protective siding, skirting, steps and handrails, pitched roofs, etc. However, no aesthetic standard may be applied against a mobile home in the park, which involves original construction materials, or color, which cannot be changed without undue financial hardship to the mobile home owner.<sup>22</sup>

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<sup>16</sup> See *State v. DeCoster*, 653 A.2d 891, 893 (Me.1995) (mobile home park residents are tenants and have a right to "quiet enjoyment" of their home, including the right to receive visitors in their homes).

<sup>17</sup> 10 M.R.S.A. § 9097(11).

<sup>18</sup> 10 M.R.S.A. § 9097(1-A).

<sup>19</sup> See *Commonwealth v. DeCotis*, 316 N.E.2d 748 (Mass. 1974) (restrictions on a tenant's sale of his mobile home can be an unfair trade practice; park must provide restitution for unfair "exit" fees).

<sup>20</sup> 10 M.R.S.A. § 9094(1).

<sup>21</sup> 10 M.R.S.A. § 9094(4).

<sup>22</sup> 10 M.R.S.A. § 9094(2)(C).

Mobile homes with a width of less than 11 feet, 6 inches can be required to leave the park upon sale.<sup>23</sup> The restrictions against forced removal also apply when the home is being sold. Park owners do not have to accept buyers of the home as park tenants but they cannot arbitrarily turn them down as park tenants simply to force removal of the home from the park.

These restrictions against forced removal also apply when the tenant has been properly evicted pursuant to 10 M.R.S.A. § 9097. The evicted tenant should be able to search for a buyer for the home until the court-ordered eviction date. If by that date the mobile home owner has not found an acceptable buyer, the home must be removed from the park.<sup>24</sup>

## § 15. 10. Discrimination Against Children

Federal and state law prohibits discrimination against a tenant or a prospective tenant based on the tenant's "familial status."<sup>25</sup> This includes tenants with one or more children living with them, a person who is pregnant, or a person who is in the process of obtaining legal custody of one or more children. Therefore, in most cases, "adults only" mobile home parks are unlawful.

It is also unlawful for a park owner to segregate sections of mobile home parks into adult only areas. An exception to this rule is when a park is dedicated to housing for older persons. For example, a mobile home park can be limited to persons aged 62 or over if it is *solely* occupied by persons of this age or older. Similarly, a park can be limited to tenants aged 55 or over but only if 80% of the units are occupied by at least one person 55 years of age or older and the remainder of the units accommodate primarily those persons associated with the older tenants (surviving spouses under the age of 55, nurses, care givers, partners, etc.). For further information concerning possible discriminatory practices, contact the Maine Human Rights Commission (51 State House Station, Augusta, ME 04333-0051, 1-800-458-8821).

## § 15. 11. Renovation Or Change Of Use Of A Mobile Home Lot

A tenant can be evicted for the change of use of a mobile home lot only if the park owner provides the tenant with one year's notice in writing.<sup>26</sup> Tenants can be evicted for renovation or reconstruction of any portions of the park. If the eviction is a temporary one, the park owner must provide a 30-day

<sup>23</sup> 10 M.R.S.A. § 9094(2).

<sup>24</sup> See also 10 M.R.S.A. § 9096 (a tenant cannot be evicted solely for the purpose of making the tenant's space available for a home sold by the park owner).

<sup>25</sup> 5 M.R.S.A. § 4582. See *State v. Gerard Begin, d/b/a/ Begin's Mobile Home Park*, (CV-91-315) ((Me.Super.Ct., Kenn.Cty., Dec.19, 1991). Mr. Begin, without admitting to any wrongdoing, entered into a court order Consent Decree that permanently enjoined him from:

- A. Discriminating against children in the operation of the Defendant's park, including limiting residents to only two (2) persons per park lot and prohibiting a prospective tenant with children, or capable of having children, from purchasing a home in the park.
- B. Evicting, or threatening to evict, park tenants for complaining about discrimination against children.
- C. Refusing to offer park tenants an opportunity to have their home relocated elsewhere in the park at their expense if it became necessary pursuant to 10 M.R.S.A. § 9097(1)(G).
- D. Requiring any park tenant to remove his or her mobile home from the park upon sale of the mobile home unless, pursuant to 10 M.R.S.A. § 9094(2)(A - F1), the mobile home is in violation of a fair and reasonable park rule.
- E. Arbitrarily refusing to accept as park tenants persons purchasing a mobile home already in the park. It is not an arbitrary rejection if the rejection is based on poor personal references or poor credit history.
- F. Adopting and enforcing park rules that are unreasonable, unfair and unconscionable.

<sup>26</sup> M.R.S.A. § 9097(1)(F).

written notice to the tenant and pay the removal and relocation costs.<sup>27</sup> If the eviction is permanent, the park owner must either give the tenant a one-year written notice or give a 6-month written notice to the tenant if the park owner has found a reasonable and acceptable alternative location for the tenant's mobile home.<sup>28</sup>

## § 15. 12. Unfair Trade Practices

If a park owner violates the mobile home park laws then he has also violated the Maine Unfair Trade Practices Act (5 M.R.S.A. § 207). Under this Act, you can sue in court and, if you win, the court can order the park to cease its unfair practice and to pay damages or return any money it unfairly collected from you. Further, you can also win your attorney fees.

## § 15. 13. Zoning Restrictions

In order to promote affordable housing, the Maine Legislature in 1988 and 1989 required municipalities to designate environmentally suitable areas for the location or expansion of mobile home parks.<sup>29</sup> Towns must also continue to allow singlewide manufactured housing units (e.g. mobile homes) on individual lots in a number of locations where single-family dwellings are allowed. Further, any modular home that meets building code requirements must be allowed in all zones where other single-family homes are allowed.<sup>30</sup> If you wish to move to a municipality, contact the town manager's office to find out local restrictions, if any, against mobile homes. You can also contact the State Planning Office (38 State House Station, Augusta, Maine 04333-0038, 207-287-3261).

## § 15. 14. Selected Mobile Home Statutes

### A. *10 M.R.S.A. § 9094(2-3), Rules Concerning The Sale And Removal of Homes Already in the Park*

2. **Rules.** No mobile home park owner or operator may require a mobile home to be removed from the park except pursuant to a rule contained in the written copy of park rules given to the tenant under section 9097, subsection 4. The rules shall clearly describe the standards under which the park owner or operator may require a tenant to remove a mobile home from the park.

A. These standards shall specify, but are not limited to, fair and reasonable rules governing the conditions of:

- (1) Protective exterior coating or siding;
- (2) Roof;
- (3) Windows and doors;

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<sup>27</sup> 10 M.R.S.A. § 9097(1)(G).

<sup>28</sup> 10 M.R.S.A. § 9097(1)(G)(2).

<sup>29</sup> 30-A M.R.S.A. § 4358(3).

<sup>30</sup> 30 M.R.S.A. § 4358(2)(E).

- (4) Plumbing, heating and electrical systems;
  - (5) Anchoring system;
  - (6) Skirting around the base;
  - (7) Steps and handrails;
  - (8) Porches, decks or other additions to the home and the exterior structure;
  - (9) Width of home, if less than 11 feet, 6 inches;
  - (10) Aesthetic appearance;
  - (11) Smoke detectors wired into the electrical system; and
  - (12) Other aspects of the structural safety or soundness of the home.
- B. The park owner or operator has the burden of proof to show that the mobile home does not meet the standards of the rules adopted under this subsection.
- B-1. Repealed January 1, 1993.
- C. No aesthetic standard may be applied against the mobile home if the standard relates to physical characteristics such as size, except as provided in paragraph A, subparagraph (9), original construction materials or color which cannot be changed without undue financial hardship to the mobile home owner.
- D. Neither age of the mobile home nor the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, United States Code, Title 42, Chapter 70, shall by themselves be a sufficient standard for a park owner or operator to require removal of a mobile home.
- E. No mobile home park owner or operator may be liable for any claim or any damages of any kind arising from the presence in the park of a mobile home manufactured before June 15, 1976.
- F. The Manufactured Housing Board, in conjunction with the State Fire Marshal, the Department of the Attorney General, representatives of the manufactured housing industry, representatives of mobile home park owners or operators and representatives of mobile home owners and tenants, shall develop recommendations concerning the standards for rules covered by this subsection. The recommendations shall include standards designed to ensure the safety of the mobile home and its occupants, while being objective and measurable to provide for enforcement. The recommendations shall be made to the joint standing committees of the Legislature having jurisdiction over legal affairs and business legislation by January 15, 1990.



- F-1. The Manufactured Housing Board shall adopt rules under Title 5, Chapter 375, establishing a used manufactured home standard no later than December 1, 1990. The standard must cover all equipment and installations in the construction, the plumbing, heat-producing and electrical systems and fire safety of used manufactured homes that are designed to be used as dwellings. The standard must seek to ensure that used manufactured homes do not present an imminent and unreasonable risk of death or serious personal injury.
  - F-2. The Manufactured Housing Board shall report to the joint standing committee of the Legislature having jurisdiction over legal affairs on the implementation of paragraph B-1 and any changes to the used manufacture home standard no later than Jan. 1, 1992.
  - G. Repealed. Laws 1989, c. 678, § 3.
- 3. **Buyer's right of rescission.** The buyer of a mobile home located in a mobile home park may rescind the contract for the purchase of the mobile home within 30 days of execution of the contract if:
    - A. At the time of entering into the contract, the seller or the seller's agent represented to the buyer or the buyer's agent that the mobile home may remain in that mobile home park; and
    - B. The buyer is not permitted to keep the mobile home in that mobile home park or the buyer is not accepted as a tenant in that mobile home park.
  - 4. **Interference With Sale.** A mobile home park owner may not unreasonably interfere with or discourage a tenant's attempt to sell a mobile home situated on a park lot.

**B. *10 M.R.S.A. § 9097, Evictions And Terms Of The Park Rental Agreement***

- 1. **Eviction of tenant.** A tenancy may be terminated by a park owner or operator only for one or more of the following reasons:
  - A. Nonpayment of rent, utility charges or reasonable incidental service charges, except that no action for possession may be maintained if, prior to the expiration of a notice to quit, the tenant pays or tenders all arrearage due plus 5% of the outstanding rent or a maximum of \$5 as liquidated damages;
  - B. Failure of the tenant or the tenant's cohabitees, guests, or invitees to comply with local ordinances or state or federal law, rules or regulations relating to mobile homes or mobile home parks, provided that the tenant first is given written notice of failure to comply with those restrictions and a reasonable opportunity to comply with the restrictions;
  - C. Damage by the tenant or the tenant's cohabitees, guests or invitees to the demised property, except for reasonable wear and tear;

- D. Repeated conduct of the tenant or the tenant's cohabitees, guests or invitees upon the mobile home park premises which disturbs the peace and quiet or safety of other tenants in the mobile home park;
  - E. Failure of the tenant or the tenant's cohabitees, guests or invitees or to comply with reasonable written rules of the mobile home park as established by the park owner or operator in the rental agreement at the beginning of the tenancy or as subsequently amended, provided that the tenant first is given written notice of failure to comply and a reasonable opportunity to comply with those rules;
  - F. Condemnation or change of use of the mobile home park, as long as, in the case of change of use, one year's notice is given in writing to the tenant, unless at the beginning of the tenancy the tenant is given notice of the scheduled change of use;
  - G. Renovation or reconstruction of any portions of the park, if:
    - (1) In the case of a temporary eviction, the park owner or operator:
      - (a) Gives affected tenants 30 days' notice in writing, unless the temporary eviction is necessary to correct conditions posing an immediate threat to one or more tenants' health or safety; and
      - (b) Pays the removal and relocation costs of tenants, except for those tenants who agree otherwise in a signed writing separate from the lease; or
    - (2) In the case of a permanent eviction, other than an eviction due to reconstruction or renovation required by a federal, state or local governmental body, of one or more mobile homes currently located in the park, the park owner or operator:
      - (a) Gives each tenant one year's notice in writing; or
      - (b) To each tenant for whose home the park owner has found a reasonable alternative location acceptable to the tenant, gives 6 months' written notice and pays removal and relocation costs;
  - H. Under terms and expressed conditions in the original lease or rental agreement which is entered into by the tenant and landlord; or
  - I. Violation by a tenant or the tenant's cohabitees, guests, or invitees of paragraph A, B or E, 3 or more times in a 12-month period, notwithstanding the fact that the tenant in each case corrected the violation after being notified of the violation by the park owner or operator. For purposes of termination under this paragraph, the tenant or the tenant's cohabitees, guests or invitees must have engaged in at least 3 separate instances of misconduct.
- 1-A. Retaliation.** The court may not order the termination of any tenancy if the tenant proves that the eviction action is primarily in retaliation for:
- A. The tenant's participation in establishing, or membership in, an organization concerned with landlord-tenant relationships; or

- B. The tenant's assertion of any right under this chapter.
2. **Notice.** A tenancy in a mobile home park may be terminated only by:
    - A. The tenant giving at least 45 days' notice of termination to the park owner; or
    - B. The park owner entitled under subsection 1 to the mobile home space giving at least 45 days' notice of termination in writing to the tenant. If the landlord or the landlord's agent has made at least 3 witnessed good faith efforts made on 3 separate days to serve the tenant, service may be accomplished by both mailing the notice by first class mail to the tenant's last known address and by leaving the notice at the tenant's space in the park.
      - (1) In cases where the reason for eviction is nonpayment of rent, the tenancy may be terminated by 30 days' notice given in the same manner provided that the notice for eviction contains notice of the amount owed and a statement indicating that the tenant can negate the effect of the notice of termination as it applies to rent arrearage if the tenant pays the full amount of rent due before the expiration of the notice.
      - (2) In cases in which the reason for eviction is one listed in subsection 1, paragraph B, C, D, E, H or I, the 45 days' notice of termination must refer to relevant provisions of the lease or mobile home park rules and must state the reasons for the termination.
  3. **Fees.** The owner of a mobile home park or the owner's agents may not charge any fees to tenants other than charges for rent, utilities, incidental service charges, entrance fees or security deposits, unless otherwise provided for in the original lease or agreement. The owner of a mobile home park or the owner's agents may not charge any entrance fee to a tenant who is moving into a mobile home currently in the park which is greater than 2 times the amount of the monthly rent.
  4. **Rules.** A mobile home park owner may adopt reasonable rules governing the conduct of tenants, if the rules are reasonably related to preserving the order and peace of other tenants and the mobile home park. No park rule may be unreasonable, unfair or unconscionable. Any rule or change in rent, which does not apply uniformly to all park tenants, creates a rebuttal presumption that the rule or change in rent is unfair. Any park rule which does not comply with this section is void.
  5. **Tenant to be given copy of rules and applicable law.** Before any rental agreement is entered into, the owner must provide each tenant who resides in the park and all prospective tenants with:
    - A. A written copy of the rules of the mobile home park; and
    - B. A written copy of this chapter.

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, may contain any provision by which the tenant waives any rights under this chapter. Any such waiver is contrary to public policy and unenforceable.
8. **Written or oral rental agreement.** Nothing in this section may 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.
9. **Discrimination against tenants with children prohibited.** Discrimination against any tenant with children is prohibited in accordance with Title 14, section 6027.
10. **Breach of warranty of habitability as an affirmative defense.** In an action brought by a mobile home park owner to terminate a rental agreement on the ground that the tenant is in arrears in the payment of rent, the tenant may raise, as a defense, any alleged violation of the implied warranty and covenant of habitability provided that:
  - A. The tenant gave the mobile home park owner, or the owner's agent has received, actual notice of the alleged violation while the tenant was current in rental payments;
  - B. The park owner or operator unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy the condition; and
  - C. The condition was not caused by the tenant or another person acting under the tenant's control.

Upon finding that the leased premises is not fit for human habitation, the court shall permit the tenant either to terminate the rental agreement without prejudice or to reaffirm the rental agreement and the court shall assess against the tenant an amount equal to the reduced fair rental value of the property for the period during which rent is owed. The reduced amount of rent owed is to be paid on a *pro rata* basis, unless the parties agree otherwise, and payments are due at the same intervals as rent for the current rental period. The mobile home park owner may not charge the tenant for the full rental value of the property until the property is fit for human habitation.

## § 15.15. Seeking Help

The best source of assistance for Maine mobile home park tenants is the Maine Manufactured Housing Board. This Board regulates mobile home parks and the sale of new and used mobile homes. The Board is part of the Maine Department of Professional and Financial Regulation (35 State House Station, Augusta, Maine 04333, 207-624-8603). Ask for the Board's Executive Director.