

Regulations of Connecticut State Agencies

TITLE 21. Licenses

Agency

Department of Consumer Protection

Subject

Mobile Manufactured Home Parks

Inclusive Sections

§§ 21-70-1—21-70-3

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Mobile Manufactured Home Parks

Sec. 21-70-1. Definitions

The definitions provided by Section 21-64 of the General Statutes are hereby incorporated as the definitions applicable to these regulations.

(Effective March 20, 1986)

Sec. 21-70-2. Required use of disclosure statement

(a) The disclosure statement provided by Section 21-70-3 shall be given by mobile manufactured park owners to each prospective resident before any rental agreement is entered into, and to each current resident at the time of the first renewal of the rental agreement which occurs after the effective date of these regulations. Such disclosure statement shall be fully completed by the park owner prior to being given to prospective or current residents.

(b) The disclosure statement shall contain type of easily readable size, shall use ink which contrasts with the paper and shall use layout and spacing which separates the paragraphs and sections of the contract from each other and from the borders of the paper.

(c) The headings for subsections 6. (a) and 6. (b) and for Section 7. shall be either printed in boldface type or typed in all capital letters and underlined.

(d) A copy of the rental agreement may be attached to the disclosure statement. Section 7. (d) of the disclosure statement may be complied with by attaching a separate page containing the disclosures or by attaching a copy of the rental agreement.

(Effective March 20, 1986)

Sec. 21-70-3. Text of disclosure statement

MOBILE MANUFACTURED HOME PARK DISCLOSURE STATEMENT

This statement is provided to you as a prospective or current resident of

and is a general summary of your rights and obligations under Connecticut's mobile manufactured home laws. Refer to Chapter 412 of the Connecticut General Statutes for details of these laws. This disclosure statement does not add to or subtract from your rights and obligations under the mobile manufactured home laws. The park owner must keep a signed copy of this disclosure statement on the file for four years after you vacate the park.

1. Monthly Rental Fee and All Other Fees Payable by You to the Park Owner.

The rental fee payable during the term of the Rental Agreement is
dollars (\$) per month. The only other fees which you must pay to the Park Owner are as follows:

2. The length of the Rental Term.

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The Rental Agreement shall be for a term of

3. The Amount of Land Which You are Renting.

The approximate amount of land which you will be renting is:

4. Obligations of Park Owner.

(a) The Park Owner must:

- (1) maintain the common grounds of the park;
 - (2) mark your area of responsibility for the lot;
 - (3) exterminate insects, rodents or other pests in the common areas of the park and, in certain cases, your lot and home;
 - (4) maintain the structural soundness of the home if the home is owned by the Park Owner;
 - (5) maintain all utilities provided by the Park Owner;
 - (6) provide adequate parking space; and
 - (7) maintain the roads in the park.
- (b) The Park Owner will also provide, without charge, the following:

(c) A more detailed description of these obligations may be found in the Rental Agreement.

5. Your Responsibilities.

You must:

- (a) pay the rent and all legitimate charges on time;
- (b) keep the home, lot and any supplied facilities in a clean and sanitary condition; and
- (c) comply with the rules and regulations of the park.

6. Your Rights Regarding Eviction.

(a) THE FOLLOWING RIGHTS APPLY TO YOU IF YOU OWN YOUR HOME

- (1) You may be evicted only for one or more of the following reasons;
 - (A) nonpayment of rent or other proper charge;
 - (B) a substantial violation of a law concerning the health and safety of other residents or the physical condition of the park;
 - (C) a substantial violation of the Rental Agreement or rules and regulations of the park;
 - (D) failure to agree to a rent increase at the end of your lease; or
 - (E) a change in the use of the land on which your home is located.
- (2) In connection with reasons (1)(B), (C) and (D) above, you must be given written notice of the violation and 21 days in which to correct it.
- (3) You must be given 60 days written notice, called Notice to Quit, before your Rental Agreement may be terminated, except only 30 days written notice need be given if the

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reason for termination is nonpayment of rent or other proper charge.

(4) If you are being evicted for nonpayment of rent or other proper charge, you may stop the eviction if you pay the arrearage within the 30 day notice period. However, you may only use this procedure once in any 12 month period.

(b) THE FOLLOWING RIGHTS APPLY TO YOU IF YOU RENT YOUR HOME FROM THE PARK OWNER

(1) You may be evicted for any of the following reasons:

(A) the term of the Rental Agreement has ended;

(B) the Rental Agreement has ended because of a specific agreement that it would end if a certain event happened;

(C) nonpayment of rent;

(D) your failure to keep the home in good condition;

(E) occupying the home without a right to occupy or after such right has ended;

(F) your conviction for violating a law affecting the health, safety and welfare of other residents;

(G) the continued violation of a rule of the park; or

(H) a change in the use of the land on which your home is located.

(2) You must be given 60 days written notice, called a Notice to Quit, before your Rental Agreement may be terminated.

7. FOR RESIDENTS WHO OWN THE MOBILE MANUFACTURED HOME—YOUR RIGHTS AND OBLIGATIONS IF YOU SELL YOUR HOME

(a) You may sell your home on its present lot if:

(1) your home is safe, sanitary and meets all the aesthetic standards of the park; and

(2) the purchaser meets the entry requirements for the park. These requirements are limited by law.

(b) The Park Owner carries the burden of proving that your home is unsafe, unsanitary or fails to meet aesthetic standards.

(c) Before you sell your home on its present lot, you must ask for the Park Owner's approval of your home's condition for resale. If the Park Owner disapproves your home for resale, and if you disagree with this decision, you may ask the Department of Consumer Protection for a ruling on the condition of your home.

(d) If the Rental Agreement requires any conditions to be complied with by you or the Park Owner at the time you sell your home, including aesthetic standards for resale, those conditions are attached to this disclosure statement.

8. Your Rights Regarding Changes in the Park Rules.

(a) The Park Owner may make a change to the park rules only if:

(1) the purpose of the rule is to:

(A) promote the convenience, safety or welfare of park residents;

(B) prevent abuse of the Park Owner's property; or

(C) distribute park services and facilities to park residents in a fair manner;

(2) the rule is reasonably related to its purpose;

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(3) the rule applies to all residents in a fair manner except reasonable exemptions may be made;

(4) the rule clearly informs you what you must do or cannot do; and

(5) you receive written notice.

(b) If a rule change substantially modifies your Rental Agreement, this rule will not apply to you unless you consent in writing to the change or sign a new Rental Agreement which contains the rule change.

9. Protection of Your Rights

The Rental Agreement that you sign cannot take away any of the rights or protections given to you by the mobile manufactured home laws.

10. Written Rental Agreement.

Neither you nor the Park Owner may rent a mobile manufactured home or lot until a written rental agreement has been signed by you and the Park Owner. You should not purchase a mobile manufactured home without first contacting the Park Owner.

11. Department of Consumer Protection

The Department of Consumer Protection enforces the laws concerning mobile manufactured home parks. If you have any questions concerning these laws, write to: Department of Consumer Protection, State Office Building, 165 Capitol Avenue, Hartford, Connecticut 06106.

[Note: The following disclosure (12. **Termination of the Park**) must be included in the disclosure statement only if the Park Owner is planning to terminate the operation of the park during the term of the Rental Agreement.]

12. Termination of the Park.

The Park Owner plans to terminate the operation of this park during the term of this Rental Agreement.

I/We acknowledge receipt of a copy of the above disclosure statement.

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Date

(Effective March 20, 1986)