

State of Connecticut
Regulation of
Department of Consumer Protection
Concerning
Mobile Home Parks

Section 1. Sections 21-70-2 and 21-70-3 of the Regulations of Connecticut State Agencies are amended as follows:

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

(a) The disclosure statement [provided by Section 21-70-3] described in Section 21-70(a) of the Connecticut General Statutes shall be [given by mobile manufactured park] provided by 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] that occurs after the effective date of these regulations. Such disclosure statement shall be fully completed by the [park] owner prior to being [given] provided 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.] The text and formatting of the disclosure statement shall be on a form prescribed by the commissioner, in accordance with Section 21-70(a) of the Connecticut General Statutes. The disclosure statement shall include the rights and responsibilities of residents and the obligations of owners.

[(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.]

Sec. 21-70-3 Lease renewals and park rules.

[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.

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)

(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 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)

(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. (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;

(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.

Date]

A new written lease shall be offered whenever a written or oral lease expires. A resident's failure to enter into a new written lease shall not be a violation of Section 21-80(b) of the Connecticut General Statutes, nor shall it be a breach of the lease or of an owner's rules and regulations. Failure by the resident to enter into a new written lease with the owner shall not be the basis for a summary process action pursuant to Chapter 412 of the Connecticut General Statutes, except in the circumstance when there is a disagreement as to the amount of the new rent.

Sec.2. The Regulations of Connecticut State Agencies are amended by adding Section 21-78-1as follows:

(NEW) Sec. 21-78-1. (NEW) Choice of vendors by residents

An owner shall not require residents to use a particular vendor for heating fuel or for any other product or service.

Sec. 3. The Regulations of Connecticut State Agencies are amended by adding Sections 21-79-1 and 21-79-2 as follows:

(NEW) Sec. 21-79-1. (NEW) Resident's right to sell

(a) A resident who owns a mobile manufactured home shall have the right to sell the home on site, subject to the requirements of Section 21-79 of the Connecticut General Statutes.

(b) In addition to residents residing at the mobile manufactured home, the right to sell the home on site applies to residents who own their mobile manufactured home but do not reside in it, and executors, administrators or other legally authorized representatives of the estate of a deceased resident.

(c) The filing of a summary process action or the entry of a summary process judgment against a resident does not extinguish the right of a resident to sell the mobile manufactured home on site prior to the entry of a judgment of possession and the expiration of all stays of execution in the summary process action, in accordance with Section 21-80 of the Connecticut General Statutes.

(d) An owner shall not offer a lease agreement that includes a provision requiring the removal of a mobile manufactured home from the park upon resale of the home.

(NEW) Sec. 21-79-2. (NEW) Resale standards

(a) An owner shall not impose any resale restrictions or standards upon a resident unless such resale standards are permitted by Section 21-79 of the Connecticut General Statutes. An owner shall have the burden of proof regarding the failure of a resident or prospective purchaser to meet resale standards. If an owner fails to object to a resale request, such owner shall not require the new resident to bring the mobile manufactured home into compliance with the resale standards.

(b) A resident shall have the burden of asserting a claim of undue financial hardship, as evidenced by financial documentation, for meeting the aesthetic standards set forth by an owner. In the event that a resident asserts a financial hardship claim, the owner shall have the burden to prove that the requested changes will not create an undue financial hardship on the resident. Such aesthetic standards shall be filed with the Department of Consumer Protection pursuant to Section 21-70(e) of the Connecticut General Statutes.

(c) If an owner determines that a mobile manufactured home is unsafe, unsanitary or not in

compliance with the aesthetic standards of the park, and if an owner objects to onsite resale in the park because of such conditions, a resident shall be permitted to cure these defects and proceed with the sale. The sale of such a property may go forward if, at the time of sale, a purchaser is able to demonstrate that such purchaser has entered into one or more fully executed contracts with a properly registered or licensed contractor to accomplish the repairs that will bring the mobile manufactured home into compliance with safety, sanitary, and aesthetic standards. Such purchaser must also demonstrate proof of an escrow account containing funds sufficient to pay the repair costs, provided that no escrow may be required in an amount greater than the price of the contemplated repairs.

(d) An owner may require a purchaser of a mobile manufactured home to sign a resale agreement between a resident and an owner at the time of sale.

(e) An owner shall not (1) charge a fee in connection with the approval of a resale; (2) require a resident to pay for an inspection; (3) require a resident to obtain a safety and sanitary certification from a contractor; or (4) condition the approval of a resale upon any ongoing or future improvement to the park.

(f) An owner shall not, as a condition of resale, transfer to a resident any of an owner's responsibilities, pursuant to Section 21-82 of the Connecticut General Statutes, such as the removal of an in ground oil tank, related to the park facilities and appurtenances, and the grounds, areas and facilities under the control of the owner for the use of residents.

(g) An owner shall not object to the resale of a mobile manufactured home if it is to be removed from the park.

Sec. 4. Section 21-82-1a of the Regulations of Connecticut State Agencies is hereby being repealed.

Sec. 5. The Regulations of Connecticut State Agencies is hereby amended by adding Sections 21-82-15 and 21-82-16 as follows:

(NEW) Sec. 21-82-15. (NEW) Owner's responsibilities

(a) An owner shall not transfer to the residents of the park any responsibilities assigned to such owner pursuant to Section 21-82 of the Connecticut General Statutes.

(b) An owner shall be responsible for the maintenance and repair of utilities and facilities that are underground, including but not limited to piping, wires, and oil tanks, regardless of the location of the meter box for such utilities and facilities. For underground utilities, an owner's responsibility extends to the shut-off or other connection at the point of entry into the home. Nothing in this subsection shall affect any agreement between an owner and a third party for the maintenance or repair of an underground utility as long as it does not purport to impose responsibility on a resident.

(c) An owner shall not levy a separate fee upon a resident for the cost of an improvement that is the responsibility of an owner, including, but not limited to, an upgrade of the sewer or septic system, maintenance of roadways, or the removal of damaged trees. An owner may build such a fee into future rents.

(d) An owner shall be responsible for the trimming and removal of trees when needed.

(e) An owner shall be responsible for the reasonable enforcement of the provisions of the lease and park rules when violations by residents affect the health or safety of other residents.

(NEW) Sec. 21-82-16. (NEW) Resident's responsibilities

Each resident shall be responsible for complying with their duties pursuant to chapter 412 of the Connecticut General Statutes, the corresponding Regulations of Connecticut State Agencies, their lease agreements and park rules and regulations.

Sec. 6. The Regulations of Connecticut State Agencies is hereby amended by adding Section 21-83e-1 as follows:

(NEW) Sec. 21-83e-1. (NEW) Complaint resolution

If the Department initiates an enforcement action with an identifiable complainant, the Department shall make reasonable efforts to notify the complainant of the disposition of the complaint.

R-39 Rev. 02/2012

Statement of Purpose

- (A) The purpose of this regulation is to update the existing requirements for mobile manufactured homes and mobile manufactured home parks, park owners and park residents.
- (B) The proposed revisions and additions to the regulations clarify the responsibilities and set the parameters for park owners and residents, articulate the requirements for resale, lease renewals and park rules, and codifies prior declaratory rulings and Departmental interpretations of the Mobile Manufactured Home Park Act. In addition, it helps to avoid ambiguity among the parks to resale, lease renewals and park rules.
- (C) The regulation as amended makes minor changes to the existing regulations for owners and residents. There are no major legal effects.