



## LANDLORD TENANT INFORMATION

### MOBILE HOME PARK TENANTS: EVICTION INFORMATION

#### I. General Information About Mobile Home Park Tenancies

The owner of a mobile home (also known as a “manufactured home”) will often rent a site (also called a “lot”) in a mobile home park (also called a “community”). A mobile home park is a parcel of land where three or more mobile homes are located on a continuous basis and the park is advertised to the public as having that purpose. This pamphlet discusses the rights of mobile home park residents, especially the rights related to eviction cases against them.

A mobile home park tenant has the same legal rights as any other residential tenant (such as a tenant in an apartment complex). These include the right to complain to a building department or other government agency about conditions in the park, and to exercise other tenant’s rights (such as organizing a tenant’s association), without fear of retaliatory eviction. Mobile home park tenants also have the right to a written lease and the right to receive a copy of the park rules and regulations. Special rules apply to evictions from mobile home parks.

#### II. Reasons for Eviction

Eviction is the process of removing a tenant from rental property and returning the rental property to the landlord. Under Michigan law, a landlord may not use “self-help”, do-it-yourself measures to evict a tenant. The landlord must generally first go to court and obtain a judgment and then an eviction order before an eviction is legal. A person living in a mobile home and renting a site in a mobile home park is a tenant and the park owner or operator is a landlord.

A park may evict a mobile home park tenant for two reasons: (1) for non-payment of rent, and (2) for “just cause”. Eviction for non-payment of rent is regulated by the same laws that apply to any other residential tenants. “Just cause” is specific to park tenancies and maybe shown in one or more of the following ways:

1. Use of a mobile home site for an unlawful purpose.
2. Violation of the terms of the lease agreement.
3. Failure to comply with a rule or regulation of the mobile home park which relates to:
  - health, safety, or welfare of the park, park employees, or other park tenants;
  - quiet enjoyment of other park tenants;
  - maintenance of the mobile home or the lot.
4. Violation of public health and safety codes or regulations.
5. Failure to comply with local ordinances, state law, or governmental rules or regulations relating to mobile homes.
6. Causing intentional physical injury to another tenant or employee of the mobile home park.
7. Causing intentional physical damage to the property of another tenant or the park.

8. Making late payments of rent or other charges under the lease agreement on three or more occasions during a 12-month period.
  - For each alleged late payment of rent, the park must go through a process before it can try to do a just cause eviction for late payment of rent on 3 or more occasions:
    - the park must serve the tenant with a *written demand for possession* (which is a notice to pay rent or move out) for nonpayment of rent, which includes the alleged amount of past due rent and the time by which the tenant must pay it (not less than seven days). The demand must contain the following notification: **“Notice: Three or more late payment of rent during any 12-month period is just cause to evict you”**
    - if the tenant pays within the time stated in the written demand, there will not be a basis for a just cause eviction. If the tenant fails to pay within the time stated in the demand 3 separate times, the park may file a just cause eviction case against the tenant.
  - If a park files a just cause termination case that claims the tenant has failed to pay rent within the time stated in a demand for possession on 3 separate occasions, the tenant can raise any reasons (“meritorious defenses”) for the late payment of rent in the eviction court case.
9. Causing “substantial annoyance” to others in the mobile home park. An example of a substantial annoyance may be playing loud music late in the night. However, before the park may evict a tenant for this reason, it must provide the tenant with notice of the problem and an opportunity to correct it.
10. The park may also evict a tenant if the use of the park changes or if the park has been condemned by public authorities (for example, for the purpose of building a highway).

If parks claims that “just cause” for eviction exists, it must serve the tenant with a *written demand for possession* which must state the reasons for the demand. Usually, the demand for possession must provide the tenant with at least 30 days to vacate the site. However, the time could be shortened to 7 days when violence or threat of violence is alleged, and to 24 hours for situations involving use or possession of illegal drugs on the park premises. If you do not correct the problem or vacate within the time stated in the written demand, the park may file a lawsuit to evict you. A tenant cannot be legally evicted until the owner files a court complaint, gets a judgment, and then an eviction order which a sheriff’s deputy or court officer carries out.

### III. Tenant’s Rights and Obligations after the Park Demands Possession of the Premises

- The tenant has the right to an *in-person conference* with the park, but the tenant must request the conference by certified or registered mail within 10 days of getting the demand for possession. The conference must be held no later than 20 days after the request. The tenant may bring a friend, family member or attorney to the conference. The purpose of the conference is to try to resolve the problem without having to go to court. The tenant should come to a conference prepared to show why there is not a good reason for eviction. The in-person conference is only available when the park seeks to evict the tenant for “just cause”. It is not available when the reason for eviction is non-payment of rent.
- If the park files a court case, it must serve the tenant with the complaint and summons to appear in court. A default judgment can be entered against a tenant who does not attend the court hearing listed in the summons or otherwise respond to the complaint. If a default judgment is not set aside, the tenant will probably be evicted. The tenant may raise any defenses and may present evidence in court to disprove what the park has alleged in its demand for possession and court complaint. Evidence includes the testimony of persons who have directly observed a situation and photographs. The tenant may request a jury trial.
- A tenant must continue to pay all rent and other charges after the demand for possession and while the just cause termination case is going on. Failure to pay the rent and other charges entitles the park to file a separate nonpayment of rent case.

- If the court decides in the park's favor, the court will enter a *possession judgment* against the tenant. A just cause possession judgment must state that the mobile home owner has the right to sell the mobile home on site.
  - A tenant has 90 days from the date of the possession judgment to move or sell the mobile home on-site. The park may not prevent the tenant from selling the mobile home on site, for a price the tenant determines, as long as the buyer qualifies for tenancy and the mobile home meets the conditions of written park rules and regulations. The park may charge a reasonable fee (\$30.00 or the cost for a building permit inspection, whichever is higher) to inspect the mobile home before sale. If the park does not approve a legitimate buyer, the time to find another buyer is extended by 90 day.
  - The tenant must continue to pay all rent and other charges during the 90 day period and any extension. Failure to do so entitles the park to an immediate eviction order.
- Ten days after the possession judgment, the park may disconnect all mobile home park-supplied utility services.
- Also within ten days after the possession judgment, the tenant must provide the park with proof that the mobile home has been properly winterized by a licensed mobile home installer or repairer. Failure to do so entitles the park to an immediate writ of restitution.
- A judge presiding over a mobile home park eviction can require the losing party to pay damages to the winning party if a provision requiring such damages is included in the lease agreement or in the written park rules or regulations. Damages cannot exceed \$500 for a lawsuit in district court, or \$300 for each appellate level.

#### IV. Complaints

Complaints against mobile home businesses and mobile home parks may be made to the **Department of Licensing and Regulatory Affairs, Bureau of Construction Codes, Building Division, P.O. Box 30254, Lansing Michigan 48909, 517-241-9317**. Here is the link to a complaint form: [http://www.michigan.gov/documents/dleg/dleg\\_bcc\\_mfghsg\\_complaint\\_268091\\_7.pdf](http://www.michigan.gov/documents/dleg/dleg_bcc_mfghsg_complaint_268091_7.pdf). Before the bureau can conduct an investigation, you must prove that the business or park has been notified of the problem. You should hand-deliver or send by certified mail a letter to the business or park specifically identifying the problem and giving it fifteen (15) days to satisfactorily resolve the problem. Keep copies of all correspondence to and from the park or other business.

For additional information regarding mobile homes, see the State of Michigan's publication, "The Manufactured Home Buyer's & Resident's Handbook," available online at, [http://www.michigan.gov/documents/dleg/dleg\\_bcc\\_mfhm\\_buyers\\_residents\\_handbook\\_267716\\_7.pdf](http://www.michigan.gov/documents/dleg/dleg_bcc_mfhm_buyers_residents_handbook_267716_7.pdf)

*This brochure should not be used in place of legal assistance. In the event of a park/ tenant or mobile home park dispute, seek legal advice.*