

LEGAL SERVICES OF SOUTHERN MICHIGAN

A BROCHURE FOR TENANTS OF MOBILE HOME PARKS IN MICHIGAN

11/6/01

This brochure is intended to help tenants of Mobile Home Parks in Michigan understand some of their rights and responsibilities. If you are being evicted and have specific questions about your case, you should contact an attorney as soon as possible. If you are a low-income resident of Washtenaw County, you may qualify for free legal advice and can contact LEGAL SERVICES OF SOUTHERN MICHIGAN at (734) 665-6181.

Q: The owner of the mobile home park that I am moving to is charging me for the cost of pouring additional cement so that the pad will be large enough for my mobile home. Is this something that I should have to pay for?

A: No. This is a capital improvement to the park and should not be a charge to the tenant. You may refuse to pay for such additional cement work. But, you should make sure that you and the park owner are in agreement as to who will pay for the cement work before you sign a lease.

Q: Am I required to pay the electrical bills for the park's street lighting system?

A: No. Since these are not lights for your personal use, but to supply the required adequate lighting in the park, you should not have to pay for this. The Mobile Home Commission Rules state

that "If a mobile home park tenant provides any utility service that results in common park use, such as park lighting, and that tenant is directly charged for that service by a public or park owned utility, the park shall disclose that charge to all affected tenants."

Q: Am I required to have a one-year lease?

A: The mobile home park is required to offer you a one-year lease at the beginning of your tenancy. A fee may not be charged for the one-year lease. You may choose not to have a one-year lease, but it is usually best to have a one-year lease because of the extra protections that tenants have under a one-year lease as compared with a month-to-month tenancy.

Q: What should I do if I am served with a Demand for Possession or Notice to Quit?

A: After receiving a demand for possession, the tenant has 10 days in which to request an in-person conference with the owner or operator of the park. The owner or operator must then determine a time and date for the conference within 20 days of the request. You should request an in-person conference so that you have an opportunity to talk with the park owner about your eviction and to see if there is a way to resolve the matter.

You should also talk to an attorney as soon as possible.

Q: What are my rights if a judgment for possession (eviction judgment) is entered by the court?

A: The tenant has 10 days from the judgment date denying them possession to move out of their mobile home and 90 days from the judgment date to sell or move the mobile home. This right is subject to various statutory requirements for winterizing the mobile home, etc. Also the tenant must pay all lot rent during the 90 day period.

Q: Can I be evicted for joining a tenant organization or for demanding that the park comply with its duties under the law?

A: No. Tenants of mobile home parks have the right to associate freely, and to free speech. They have the right to joint tenant organizations or to advocate that others join such an organization. If you believe that you are being evicted for exercising these rights, you should talk to an attorney.

Q: On what grounds can I be evicted?

A: Tenancies in mobile home parks may not be terminated without **just cause** which is statutorily defined as one or more of the following: (a) use of the mobile home site for an unlawful purpose; (b) failure to comply with the lease, agreement, or rules adopted therein which relate to (i) the health, safety, or welfare of the mobile home park, its employees, or tenants, (ii) the quiet enjoyment of another, or (iii) the physical condition or appearance of the mobile home; (c) a violation of MCL 125.2306; (d) intentional physical injury to personnel, other tenants, or their property; (e) violation of a local ordinance, state law, or government regulation pertaining to mobile homes; (f) 3 or more late payments in a 12-month period; (g) conduct creating a substantial annoyance after notice and an opportunity to be heard; (h) failure to maintain home or site consistent with aesthetics appropriate to the park; (i) condemnation of the park; (j) changes in use or nature of the park; or (k) public health and safety violations by the tenant.

Q: How do I know if I'm being evicted and what I am being evicted for?

A: In order to start an eviction, the park must send the tenant a notice. The type of notice that the park send you will tell you why the park thinks they have a right to evict you.

If the paper that the park has sent or given you says that you have 7 days to pay back rent or move, then you are being evicted for non-payment of rent. Typically, the notice that the park sends will say **‘Demand for Possession, Non-Payment of**

Rent’ at the top, but it may also be a simple letter stating that you have 7 days in which to pay the back rent.

If the paper that the park has sent or given you says that you have 30 days to move, your tenancy is being terminated. Typically, the notice that the park sends will say **‘Notice to Quit/Termination of Tenancy’** at the top, but again may also be a simple letter stating that you have 30 days in which to move.