

Manufactured Home Community Rights

Pennsylvania has enacted the Manufactured Home Community Rights Act (MHCRA) to protect individuals and families who both: 1) **own** their manufactured home and 2) rent space for that manufactured home in a manufactured home community. A manufactured home community is a site on which three or more manufactured homes used for residential purposes are located or are intended to be located. The owner of the manufactured home community is required to post a copy of the MHCRA at a readily accessible place within the manufactured home community.

EVICITION PROCEDURES

According to the MHCRA a manufactured home resident may only be evicted for the following reasons:

1. Nonpayment of rent.
2. A second or subsequent violation of the rules of the manufactured home community occurring within a six-month period.
3. A change in the use of the community land.
4. Termination of the manufactured home community.

There are special rules in the MHCRA that manufactured home community owners must follow in order to **lawfully** evict a community resident. Notices required to be sent by the MHCRA must be in writing and must be mailed to the resident by certified or registered mail.

If the reason for the eviction is **nonpayment of rent**, the required notice must state that an eviction proceeding may be commenced if you do not pay the overdue rent within 20 days from the date that you received the notice if the notice is given on or after April 1 and before September 1 or within 30 days if it is given on or after September 1 and before April 1. This notice must also state that if you again fail to pay your rent on time within 6 months, the manufactured home community owner may commence an eviction proceeding. It is important to note that if you do not pay the overdue rent within 20 or 30 days or if you fall behind in your rent again within 6 months, the manufactured home community owner may immediately start the process to evict you. In addition to the notice required by the MHCRA, the manufactured home community owner may also have to serve you with an eviction notice pursuant to the Landlord and Tenant Act of 1951. That notice would have to be served by personal service or by leaving or posting the notice at your residence. The applicable notice period would be 15 days from service if notice is given on or after April 1 and before September 1 or 30 days from service if notice is given on or after September 1 and before April 1. If you do not move, the manufactured home community owner may go to the Magisterial District Judge and file a legal action to have you evicted.

For other **lease or community rules violations** you must first be provided a warning notice by certified or registered mail describing the violation. If you violate a lease provision or a community rule within 6 months of this warning notice, the manufactured home community owner

may commence an eviction proceeding at any time within 60 days of the occurrence of the second or subsequent lease or rule violation. In addition to the notice required by the MHCRA, the manufactured home community owner, upon the occurrence of a second or subsequent lease or rule violation, may also have to serve you with an eviction notice pursuant to the Landlord and Tenant Act of 1951. That notice would have to be served by personal service or by leaving or posting the notice at your residence. The applicable notice period would generally be 30 days, but would be three months for leases set to run for longer than one year. If you do not move within the specified time, the manufactured home community owner may go to the Magisterial District Judge and file a legal action to have you evicted.

If the manufactured home community owner does not comply in every respect with the notice procedure set forth in the previous paragraphs before taking legal action to evict you, you can ask the Magisterial District Judge to dismiss the eviction case when you go to the hearing. However, you will have to make sure the Magisterial District Judge has enough evidence to conclude that the manufactured home community owner did not give you proper notice. Therefore, it is important that you keep in a safe place all the notices that the manufactured home community owner gives you so that you can bring them to the eviction hearing if necessary.

COMMUNITY RULES AND REGULATIONS

The owner of the manufactured home community may make fair and reasonable rules and regulations which you must follow.

While the MHCRA does not require the manufactured home community owner to have any community rules and regulations, if he or she does have community rules and regulations, he or she must provide copies to you. Any community rules or regulations must be included in your lease. If you do not yet have a written lease, the manufactured home community owner has to provide you with a copy of any community rules and regulations before he or she takes any money from you for a deposit, for rent, or for any other fee. In addition, the manufactured home community owner must post a copy of the community rules and regulations at a readily accessible place within the community.

Even if there are no written rules and regulations, the manufactured home community owner must give you a copy of the notice found within this brochure under the heading "IMPORTANT NOTICE" when you move into the community.

Pursuant to the MHCRA, the manufactured home community owner cannot evict you for breaking a community rule that he or she does not enforce against other residents. You can use inconsistent enforcement of a rule by the manufactured home community owner as a defense to being evicted. This is an important protection. Of course, you will have to present evidence at your eviction hearing to prove the community rules are not being enforced equally for every resident.

WARRANTY OF HABITABILITY FOR SERVICES PROVIDED BY MANUFACTURED HOME COMMUNITY OWNERS

According to the Pennsylvania Supreme Court, if the manufactured home community owner supplies community residents with water/sewer or other utilities, or services such as access roads, he or she is responsible for maintaining them according to state and local regulations. Failure of the manufactured home community owner to do so gives community residents the right to withhold lot rent until the problem is fixed, the right to make the repairs and deduct their cost from future lot rent or the right to move from the community with no further obligation to pay lot rent to the manufactured home community owner.

MANUFACTURED HOME EQUIPMENT AND ACCESSORIES

The MHCRA gives the manufactured home community owner the right to require that residents use a certain type of material or manner of installation for things such as underskirting, awnings, porches, fences and other additions to the outside of the manufactured home and also any tie-down equipment. However, the manufactured home community owner may not require you to buy such items from any particular supplier.

RENT/FEES

The manufactured home community owner must inform you in writing as to the amount of rent, fees, service charges and assessments for which you will be responsible at the time that you move into the community. If you are sued for rent, fees or other charges that were not disclosed to you in writing when you moved into the community, you can raise that fact as a defense to a claim for rent when you go to the Magisterial District Judge hearing.

Please note that the manufactured home community owner can increase the rent, service charges or other fees. However, the increase cannot be enforced in court by the owner until 30 days after the notice of the increase is posted in the community and mailed to you. **RENT CANNOT BE INCREASED DURING THE TERM OF A LEASE.**

Entrance or exit fees -- If the manufactured home community owner is not doing the actual moving of your manufactured home, he or she cannot charge you a fee for moving your manufactured home. If he or she is doing the actual moving, the fee charged cannot be any higher than the amount it costs him or her to do the moving. In other words, the manufactured home community owner cannot make a profit from helping you move.

In addition, the manufactured community owner must refund the fee paid to install the home in the community if he or she tries to evict you within a year from the date that the manufactured home space was first rented to you, unless the eviction is for nonpayment of rent or for a violation of a community rule. If the fee is not refunded when you remove the manufactured home, the manufactured home community owner must pay you three times the amount of the fee plus any court costs and reasonable attorneys' fees incurred in order to obtain a legal judgment to get the fee reimbursed.

If you want to install an electric or gas appliance in your manufactured home, the

manufactured home community owner may not prevent that installation and may not prevent you from having the appliance serviced. The manufactured home community owner cannot charge a fee for the installation unless he or she is actually doing the work. If he or she installs the appliance, he or she can only charge the cost of installing the appliance or the actual cost to him or her for the use of the appliance. For example, if the fuel or electricity used by the appliance was being paid for by the manufactured home community owner, he or she can charge that amount to you.

IMPROVEMENTS TO THE INTERIOR OF YOUR MANUFACTURED HOME

You have the right to make improvements to the interior of your manufactured home without interference from the manufactured home community owner. Of course, improvements must be made according to any applicable building codes and laws. You should contact the local government body in charge of enforcing these codes and laws before beginning any improvements.

VISITORS

You have the right to invite any social or business visitors to your manufactured home without paying a fee, even if the guest stays overnight or for a longer period. **However**, if the visitor or guest stays for such a long time or so frequently as to be practically an additional resident, the manufactured home community owner may increase the rent charged to an amount usually charged to other units having the same number of residents.

SALE OF THE MANUFACTURED HOME BY THE RESIDENT

The owner of the manufactured home community cannot prevent you from selling your manufactured home. Any community rule or lease provision that attempts to restrict your right to sell cannot be enforced by the manufactured home community owner in court. **However, the manufactured home community owner does have the right to disapprove the purchaser as a resident of that community if there is a good reason to do so.** The MHCRA does not say exactly what can be considered a good reason. That question would be for a court to decide in the case of a disagreement.

ENFORCEMENT OF THE RIGHTS GIVEN BY THE MANUFACTURED HOME COMMUNITY RIGHTS ACT

The MHCRA gives you the right to take legal action in court when the manufactured home community owner violates the Act. The MHCRA also gives the Attorney General of Pennsylvania or the District Attorney of the county in which you reside the right to go to court on your behalf if the Act is violated and they feel going to court would be in the public's interest. Any suspected violation of the MHCRA can be reported to Consumer Protection at 814-871-4371 in Erie County or at 1-800-441-2555 outside Erie County or to the District Attorney of the county in which you reside.

NO WAIVER

All rights and responsibilities given to you as a resident, as well as those given to the manufactured home community owner, by the MHCRA are binding and cannot be changed by any lease or by any community rule.

IMPORTANT NOTICE

The MHCRA requires that the following information be provided to each resident, in writing, upon entering into a lease. (A manufactured home community owner may make other reasonable rules and regulations and these may be included with this required notice.) The following is the minimum notice you must be provided:

“IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy agreement with this manufactured home community. The law requires all of these rules to be fair and reasonable.

As a lessee, you may continue to stay in this community as long as you pay your rent and other reasonable fees, service charges and assessments hereinafter set forth and abide by the rules of the community. Entrance and exit fees may not be charged. Installation and removal fees may not be charged in excess of the actual cost to the manufactured home community owner or operator for providing such service for the installation or removal of a manufactured home in a manufactured home space.

As a lessee, you may be evicted for any of the following reasons:

- (1) Nonpayment of rent.
- (2) A second or subsequent violation of the rules of the manufactured home community occurring within a six-month period.
- (3) If there is a change in use of the community land or parts thereof.
- (4) Termination of manufactured home community.

As a lessee, you shall only be evicted according to the following procedure:

- (1) A lessee shall not be evicted by any self-help measure.¹
- (2) Prior to the commencement of any eviction proceeding, the manufactured home community owner shall notify the lessee in writing of the particular breach or violation of the lease or community rules by certified or registered mail.
 - (i) In the case of nonpayment of rent, the notice shall state that an eviction proceeding may be commenced if the manufactured home lessee does not pay the overdue rent within 20 days from the date of service if the notice is given on or

¹ Definition: Self-help occurs when a community owner does things to make you leave the residence without first going to court. Some examples include locking a person out of their home, removing the windows and turning off the utilities. If the community owner tries to use self-help measures, the resident should call the Attorney General at the phone number listed above. (This footnote is not part of the actual Notice.)

after April 1 and before September 1, and 30 days if given on or after September 1 and before April 1 or an additional nonpayment of rent occurring within six months of the giving of the notice may result in immediate eviction proceedings.

- (ii) In the case of a breach of the lease or violation of the community rules, other than nonpayment of rent, the notice shall describe the particular breach or violation. No eviction action shall be commenced unless the lessee has been notified as required by this section, and upon a second or subsequent violation or breach occurring within six months, the manufactured home community owner may commence eviction proceedings at any time within 60 days of the last violation or breach.

As a lessee, you shall not be evicted when there is proof that the rules you as the lessee are accused of violating are not enforced with respect to the other manufactured home residents or nonresidents on the community premises.

In addition, no eviction proceeding for nonpayment of rent may be commenced against you as the lessee until you have received notice by certified or registered mail of the nonpayment and have been given to pay the overdue rent 20 days from the date of service if the notice is given on or after April 1 and before September 1, and 30 days if given on or after September 1 and before April 1. However, only one notice of overdue rent is required to be sent to you as the lessee during any six-month period. If a second or additional violation occurs within six months from the date of the first notice then eviction proceedings may be immediately started against you.

You are entitled to purchase goods or services from a seller of your choice and the community owner shall not restrict your right to do so.

If you desire to sell your manufactured home, the manufactured home community owner may not prevent the sale and may not claim any fee in connection therewith, unless there exists a separate written fee agreement. However, the manufactured home community owner may reserve the right to approve the purchaser as a resident in the manufactured home community.

Enforcement of the Manufactured Home Community Rights Act is by the Attorney General of the Commonwealth of Pennsylvania or the District Attorney of the county in which the manufactured home community is located. As a lessee, you may also bring a private cause of action. If your rights are violated you may contact the State Bureau of Consumer Protection or your local District Attorney.”

To Apply for Services with Northwestern Legal

Call (800) 665-6957

In Erie 452-6957

Or Online at WWW.NWLS.ORG

