

Mobile Manufactured Home Park Residents: Rights and Protections Against Rent Increases

By: Shaun McGann, Legislative Analyst II
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Issue

What are the statutory (1) rights of mobile manufactured home park residents who own their mobile manufactured homes and rent a mobile manufactured home park lot and (2) protections against excessive rent increases for these residents?

The Office of Legislative Research is not authorized to issue legal opinions and this report should not be considered as one.

This report updates OLR reports [1994-R-0544](#) and [2006-R-0438](#).

Summary

Connecticut law sets out requirements that a mobile manufactured home park owner must follow. The requirements include licensure by the Department of Consumer Protection (DCP), disclosures to prospective residents, terms of the rental agreement entered into between the park owner and the park residents, and the responsibilities of the owner and the residents (see [CGS, Ch. 412](#)). A typical park resident owns his mobile manufactured home and rents the lot upon which it sits. He or she must look to the terms of the rental agreement to determine the property manager's responsibility for upkeep of the premises.

By law, the park owner must keep the park in a clean, orderly, and sanitary condition ([CGS § 21-69\(a\)](#)). He or she must provide residents with the name, address, and telephone number of a

property attendant and have a way for residents to contact him or her at any time ([CGS § 21-69\(b\)](#) and [Conn. Agencies Regs. § 21-82-14](#)).

A resident who believes a park owner is not abiding by state law may file a complaint with DCP. A [complaint form](#) is available on [DCP's website](#). DCP is empowered to take certain licensing actions in response to a park owner's violation of any provision of the mobile manufactured home park law, related regulations, or other state or local laws and regulations ([CGS § 21-71\(a\)](#) as amended by [PA 21-37](#), § 31). An owner is prohibited by law from collecting rent for any period of time that he or she (1) does not have a license in good standing or (2) fails to comply with statutory responsibilities in a way that materially affects the health and safety of the residents or habitability ([CGS §§ 21-73 & 21-83c](#)).

While a park owner cannot increase rent during the term of a rental agreement, he or she may generally do so after an agreement expires so long as the statutory notice requirement is met and the proposed rent is consistent with comparable lots ([CGS §§ 21-80\(b\)\(5\) & \(21-83\(a\)\(5\)\)](#)). Non-seasonal residents of mobile manufactured home parks may file a complaint with a fair rent commission, if one exists in the relevant jurisdiction, in response to a proposed rent increase ([CGS §§ 7-148b to -148g](#)). Additionally, residents that are at least 62-years-old or have a physical or mental disability may bring action in Superior Court to contest an excessive rent increase or proposed rent increase ([CGS § 47a-23c\(c\)](#)).

Disclosure Statement

A park owner must provide a disclosure statement to prospective residents before they enter into a rental agreement and residents at the first renewal of a rental agreement ([CGS § 21-70\(a\)](#)). DCP determines the text of the disclosure statement ([Conn. Agencies Regs. § 21-70-2](#)).

Rental Agreement

By law, mobile manufactured home park owners must provide residents with an initial rental agreement before renting a lot in the park ([CGS § 21-70\(b\)](#)). The agreement must (1) be signed by both the park owner and the resident and (2) last for at least one year, unless the resident requests a shorter term in writing. DCP regulations contain a model rental agreement ([Conn. Agencies Regs. 21-84-2](#)). This model agreement includes an enumerated list of park owners' and residents' statutory responsibilities (see [CGS § 21-82](#)).

Park Owner's Responsibilities

At all times during the tenancy the park owner must:

1. comply with the requirements of the state building code, the fire safety code, and all applicable state laws and regulations, local ordinances, and planning and zoning regulations materially affecting health and safety;
2. maintain the premises and regrade them when necessary to prevent the accumulation of stagnant water and to prevent the detrimental effects of moving water;
3. maintain the ground at such a level that the mobile manufactured home will not tilt from its original position;
4. keep each mobile manufactured home space or lot marked in such a way that each resident will be certain of his or her area of responsibility;
5. keep any exterior area of the park not the responsibility of each resident free from any species of weed or plant growth which are noxious or detrimental to residents' health;
6. make all repairs and do whatever is necessary to put and keep the portion of the mobile manufactured home park that is not the responsibility of each resident in a fit and habitable condition, except where such premises are intentionally rendered unfit or uninhabitable by the resident, a member of his or her family, or other person on the premises with his or her consent, in which case such duty shall be the resident's responsibility;
7. keep all common areas of the premises in a clean and safe condition;
8. be responsible for the extermination of any insect, rodent, vermin, or other pest dangerous to residents' health whenever infestation exists in the area of the park not the responsibility of the resident or in the area for which the resident is responsible including the mobile manufactured home if such infestation is not the resident's fault and particularly if such infestation existed prior to the occupancy of the resident claiming relief;
9. maintain all mobile manufactured homes rented by the owner in a condition which is structurally sound and capable of withstanding adverse effects of weather conditions;
10. maintain all electrical, plumbing, gas, or other utilities provided by him or her in good working condition except during any emergency after which any repair must be completed within 72 hours unless good cause is shown as to why such repair has not been completed;
11. maintain all water and sewage lines and connections in good working order and, in the event of any emergency, make necessary arrangements for the provision of such service on a temporary basis;
12. arrange for the removal from waste receptacles of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit;
13. maintain any road within the park in good condition, provide adequate space for parking of two cars for each lot (with certain exceptions), and be responsible for damage to any vehicle which is the direct result of any unrepaired or poorly maintained access road within the park;

14. respect the resident's privacy and if only the space or lot is rented, agree to enter the mobile manufactured home only with the resident's permission;
15. allow all residents freedom of choice in the purchase of all services pursuant to [CGS § 21-78](#); and
16. allow a resident to terminate a rental agreement whenever a change in the location of the resident's employment requires a change in the location of his or her residence if the resident gives 30 days' notice; provided, a resident who is a member of the armed forces of the United States may terminate his or her rental agreement with less than 30 days' notice if he or she receives reassignment orders which do not allow prior notification.

Resident's Responsibilities

At all times during the tenancy the resident must:

1. comply with all obligations primarily imposed upon residents by applicable provisions of any building, housing, or fire code materially affecting health and safety;
2. keep the unit and his or her area of responsibility as marked by the owner in a clean and sanitary condition, free of garbage and rubbish;
3. keep the supplied basic facilities, including any plumbing fixture, cooking and refrigeration equipment, and electrical fixtures in a rented mobile manufactured home unit, in a clean and sanitary condition and exercise reasonable care in their proper use and operation;
4. dispose of any rubbish, garbage, and other waste material in a clean and sanitary manner;
5. not willfully or negligently destroy, deface, damage, impair, or remove any part of the premises or permit any other person to do so;
6. observe all reasonable rules of the owner concerning the use, occupation, and maintenance of the premises, provided these rules are brought to his or her attention at the time the rental agreement is signed;
7. unless otherwise agreed, occupy the dwelling unit only as a dwelling unit;
8. conduct himself or herself and require other persons on the premises with his or her consent to conduct themselves in a manner that will not disturb neighbors' peaceful enjoyment of the premises or constitute a nuisance, as defined in [CGS § 47a-32](#), or a serious nuisance, as defined in [CGS § 21-80](#); and
9. if judgment has entered against a member of the resident's household pursuant to [CGS § 47a-26h\(c\)](#) for serious nuisance by using the premises for the illegal sale of drugs, not permit such person to resume occupancy of the dwelling unit, except with the consent of the owner.

Rent Increases During Term of Rental Agreement

The law prohibits rental agreements from including provisions allowing the park owner to increase the total rent or change the payment arrangements during the term of the rental agreement ([CGS § 21-83\(a\)\(5\)](#)). If, due to a disagreement on the amount of rent, the park owner does not offer a resident a written rental agreement renewal or if the resident does not sign a renewal, the prior rental agreement is deemed extended on a month-to-month basis at the last agreed-upon rent unless the park owner terminates the lease and brings a summary process action ([CGS § 21-70\(b\)](#)).

Rent Increases After Expiration of Rental Agreement

The law includes special provisions for evicting residents from mobile home parks that provide additional tenant protections compared to those applicable to standard apartment dwellers ([CGS § 21-80](#)). However, it allows park owners to increase rents at the end of an agreement's term if:

1. the park owner delivers a written notice of the proposed rent increase to the resident at least 30 days before the start of a new rental agreement;
2. the proposed rent is consistent with rents for comparable lots in the same park; and
3. the rent is not increased in order to defeat the purpose of the provisions governing summary process actions for tenants of mobile home parks ([CGS § 21-80\(b\)\(5\)](#)).

Resident Recourse and Enforcement

Residents of mobile manufactured home parks may deliver written notice to the park owner of any material noncompliance with (1) the rental agreement or (2) his or her responsibilities that materially affect the resident's health and safety. The owner has 21 days to remedy the situation. If he or she does not, the rental agreement terminates nine days thereafter (i.e., 30 days from when notice was given). If the noncompliance is repeated within six months, the resident may terminate the rental agreement with at least 14 days' notice to the park owner and vacate the premises within 30 days of the breach ([CGS § 21-83d](#)).

A park owner is prohibited from retaliating against a resident who, in good faith, files a complaint against him or her or asks for repairs to be made ([CGS § 21-80a](#)).

In any dispute, either the park owner or the resident may ask for and receive a declaratory ruling from DCP ([CGS § 21-83e](#)). DCP is empowered to revoke, suspend, place conditions on, or refuse to renew (if a formal enforcement action has been commenced) a park owner's license for a violation of any provision of the mobile manufactured home park law, related regulations, or other state or

local laws and regulations ([CGS § 21-71\(a\)](#) as amended by [PA 21-37](#), § 31). A license may be reinstated or reissued only after the violation has been remedied. Moreover, the department can, following an administrative hearing, fine the park owner from \$50 to \$300 a day for each day the violation continues. Additionally, following an inspection, park owners that fail to comply with a DCP order in response to violations of the mobile manufactured home park law are subject to a \$500 fine per violation, if 30 days pass without resolution following a reinspection ([CGS § 21-71\(d\)](#) as amended by [PA 21-37](#), § 31).

Lastly, residents may sue to enforce their rights. Any violation of the mobile manufactured home park statute is deemed to be a violation of the Connecticut Unfair Trade Practices Act and enforceable under that law ([CGS § 21-83e](#)). Residents, in addition to any other recourse, may sue in housing court ([CGS § 21-71\(c\)](#), as amended by [PA 21-37](#), § 301, & [47a-14h](#)).

Additional Protections Against Excessive Rent Increases

Connecticut law authorizes municipalities to establish fair rent commissions to "control and eliminate excessive rental charges" ([CGS §§ 7-148b to -148g](#)). Residents of mobile manufactured home parks may file a complaint with a fair rent commission, if one exists, so long as they are not renting on a seasonal basis (i.e., for a period or periods totaling less than 120 days in a calendar year) ([CGS § 7-148b](#)).

Though not all municipalities have established fair rent commissions, any tenant residing in a building or complex consisting of five or more separate dwelling units or a mobile manufactured home park who is age 62 or older or an individual with a physical or mental disability may bring action in Superior Court to contest an excessive rent increase or proposed rent increase ([CGS § 47a-23c\(c\)](#)).

Resources

OLR Report [2020-R-0255](#), "Tenant Protections Against Excessive Rent Increases."

State of Connecticut Department of Consumer Protection, "[Rights and Responsibilities of Residents of Mobile Manufactured Home Communities in Connecticut](#)," January 2016.

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