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Mobile Manufactured Home Parks

Sec. 21-84-1. Definitions

The definitions provided by Section 21-64 of the General Statutes are hereby incorporated as the definitions applicable to these regulations.

(Effective March 20, 1986)

Sec. 21-84-2. Model rental agreements

(a) The following model rental agreements may be used by mobile manufactured home park owners. If a model rental agreement is used, the park owner shall complete all blank spaces before it is signed by the resident. The park owner and resident may add additional provisions to the rental agreement, provided such provisions are not contrary to statute or regulation.

(b) The following model rental agreement may be used for residents who own the mobile manufactured home and rent the lot:

RENTAL AGREEMENT

1. Parties

This Rental Agreement, dated, _____ 19____, is made between, _____ hereinafter called the Park Owner, and _____, hereinafter called Resident or you.

2. Lot you are renting

In consideration of the promises made herein by you, the Park Owner hereby rents to you lot or space number: _____, lot dimension: _____, square footage: _____.

3. Term of rental agreement; rent and other charges

A. You shall have the right to occupy the above lot or space for the term of (the term shall not be less than one year unless you request a lesser term in writing), commencing on, _____ 19____, and ending on _____, 19____.

You promise to pay a total rent of _____ dollars (\$) _____, payable in _____ installments of _____ dollars (\$) _____, due on the _____ day of each _____, commencing on _____, 19____.

B. Except for the above rental payments, the Park Owner shall not collect any service charge, space or lot rent, or any other charge unless itemized in a billing to you and unless itemized below:

4. Renewals

All renewals of the Rental Agreement shall be in writing.

5. Responsibilities of the Parties

A. PARK OWNER'S RESPONSIBILITIES

At all times during the tenancy the Park Owner shall:

- (1) Maintain the premises and regrade them when necessary to prevent the accumulation of stagnant water and to prevent the detrimental effects of moving water;
- (2) Maintain the ground at such a level that the mobile manufactured home will not tilt from its original position;
- (3) Keep each mobile manufactured home space or lot marked in such a way that each resident will be certain of his area of responsibility;
- (4) 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 the health of the residents;
- (5) Be responsible for the extermination of any insect, rodent, vermin or other pest dangerous to the health of the residents whenever infestation exists in the area of the park not the responsibility of the residents or in the area for which you are responsible, including the mobile manufactured home, if such infestation is not your fault and particularly if such infestation existed prior to your occupancy;

(6) Maintain all electrical, plumbing, gas, or other utilities provided by him in good working condition except during any emergency after which any repair shall be completed within seventy-two hours unless good cause is shown as to why such repair has not been completed;

(7) 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;

(8) Respect your privacy and agree to enter the mobile manufactured home only with your permission;

(9) Allow you freedom of choice in the purchase of all services pursuant to Connecticut General Statutes, Section 21-78;

(10) Allow you to terminate the Rental Agreement whenever a change in the location of your employment requires a change in the location of your residence if you give thirty days notice; provided, if you are a member of the armed forces of the United States you may terminate your Rental Agreement with less than thirty days notice if you receive reassignment orders which do not allow such prior notification; and

(11) Maintain any road within the park in good condition, provide adequate space for parking of two cars for each lot except that any park which provided only one space for each lot on January 1, 1985, and which provided only one space for each lot on October 1, 1972, shall be exempt from such requirement, and be responsible for damage to any vehicle which is the direct result of any unrepaired or poorly maintained access road within the park.

B. YOUR RESPONSIBILITIES

At all times during the tenancy you shall:

(1) Keep your home and area of responsibility as marked by the Park Owner in a clean and sanitary condition, free of garbage and rubbish;

(2) Keep the supplied basic facilities in a clean and sanitary condition and exercise reasonable care in their proper use and operation;

(3) Dispose of any rubbish, garbage and other waste material in a clean and sanitary manner;

(4) Observe all reasonable rules of the Park Owner concerning the use, occupation and maintenance of the premises, provided such reasonable rules are brought to your attention at the time you sign the Rental Agreement.

6. Guest Parking Rules

The Park Owner's rules for guest parking are as follows:

7. Eviction

A. GROUNDS FOR EVICTION

You may be evicted only for one or more of the following reasons:

(1) Nonpayment of rent, utility charges or reasonable incidental service charges;

(2) Material noncompliance by you with any statute or regulation materially affecting the health and safety of other residents or materially affecting the physical condition of the park;

(3) Material noncompliance by you with the Rental Agreement or with rules or regulations adopted under Connecticut General Statutes, Section 21-70;

(4) Failure by you to agree to a proposed rent increase, provided the Park Owner has complied with all provisions of Connecticut General Statutes, Section 21-80 (b) (5); or

(5) A change in the use of the land on which your mobile manufactured home is located, provided you and all the affected residents receive written notice at least three hundred sixty-five days before the time specified in the notice for you to quit possession of the occupancy of the lot.

B. PROCEDURES FOR EVICTION

The Park Owner must follow the procedures required by Chapters 412 and 832 of the Connecticut General Statutes before evicting you. These laws give you various protections, including the right to receive notice of an eviction action, the right to present a defense and the right to prevent or delay the eviction under some circumstances.

8. Rights and responsibilities of parties if you desire to sell your mobile manufactured home.

You have the right to sell your home on-site pursuant to Section 21-79 of the General Statutes. Section 21-79 provides for the following:

A. The Park Owner may not require you to remove your home from the park at the time you sell it if the home is safe, sanitary and in conformance with aesthetic standards.

B. Your home will be presumed to be safe and sanitary if it was constructed in accordance with any nationally recognized building or construction code or standard. However, failure to meet any such

standard shall not be used as a reason for withholding approval of an on-site sale unless such failure renders the home unsafe or unsanitary.

C. The Park Owner shall bear the burden of showing that your mobile manufactured home is unsafe, unsanitary, or fails to meet the aesthetic standards of the park. No aesthetic standards concerning those physical characteristics such as size, original color or original building materials, which cannot be changed without undue financial hardship to you, shall be applied against your home.

D. The purchaser of your home may become a park resident if the purchaser meets the park entry requirements and the Park Owner approves such entry. The Park Owner may only withhold approval for good cause as defined in Connecticut General Statutes, Section 21-79 (d). The Park Owner must give, in writing, notice of the disapproval of a purchaser within ten days after receipt of a completed application. If no such notice is given, approval is deemed to be given.

E. If you wish to sell your home, you must request a written statement of the Park Owner's intentions regarding the condition of your home. Within twenty days after receipt of such a request, the Park Owner shall approve the home's condition for resale or deliver a written statement to you specifying the reasons why the home is not safe, sanitary, or in conformance with aesthetic standards. Failure of the Park Owner to respond within twenty days shall be deemed to be an approval of the home's condition for resale. If you dispute the Park Owner's response, you may seek a declaratory ruling from the Connecticut Department of Consumer Protection. You may attempt to correct defects identified by the Park Owner and may again request the Park Owner's approval of the home's condition for resale. If you again dispute the Park Owner's response, you may once again seek a declaratory ruling from the Connecticut Department of Consumer Protection. The Park Owner's statement of approval shall remain in force for not more than six months. The Park Owner may not exact a commission or fee with respect to the price realized unless he has acted as agent for you in a sale pursuant to a written contract, or charge a rent for the mobile manufactured home space or lot upon which the purchased mobile manufactured home is located greater than the prevailing rent for any other space or lot located in the park.

[Additional Provisions]

IN WITNESS THEREOF, the parties have executed this Agreement on _____, 19 _____.

WITNESSES

PARK OWNER

BY _____
RESIDENT(S): _____

(c) The following model rental agreement may be used for residents who rent both the mobile manufactured home and the lot:

RENTAL AGREEMENT

1. Parties

This Rental Agreement, dated, _____, 19 _____, is made between _____, hereinafter called the Park Owner, and _____, hereinafter called Resident or you.

2. Mobile Manufactured Home and Lot

In consideration of the promises made herein by you, the Park Owner hereby rents to you the following mobile manufactured home: _____, and lot or space number: _____, lot dimension: _____, square footage: _____.

3. Term of Rental Agreement; Rent and Other Charges

A. You shall have the right to occupy the above home and lot for the term of _____ (the term shall not be less than one year unless you request a lesser term in writing), commencing on _____, 19 _____, and ending on _____, 19 _____.

You promise to pay a total rent of dollars (\$), payable in installments of dollars (\$), due on the day of each , commencing on , 19 .

B. Except for the above rental payments, the Park Owner shall not collect any service charge, space or lot rent, or any other charge unless itemized in a billing to you and unless itemized below:

4. Renewals

All renewals of the Rental Agreement shall be in writing.

5. Responsibilities of the Parties

A. PARK OWNER'S RESPONSIBILITIES

At all times during the tenancy the Park Owner shall:

- (1) Maintain the premises and regrade them when necessary to prevent the accumulation of stagnant water and to prevent the detrimental effects of moving water;
(2) Maintain the ground at such a level that the mobile manufactured home will not tilt from its original position;
(3) Keep each mobile manufactured home space or lot marked in such a way that each resident will be certain of his area of responsibility;
(4) 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 the health of the residents;
(5) Be responsible for the extermination of any insect, rodent, vermin or other pest dangerous to the health of the residents whenever infestation exists in the area of the park not the responsibility of the residents or in the area for which you are responsible, including the mobile manufactured home, if such infestation is not your fault and particularly if such infestation existed prior to your occupancy;
(6) Maintain the home rented to you in a condition which is structurally sound and capable of withstanding adverse effects of weather conditions;
(7) Maintain all electrical, plumbing, gas, or other utilities provided by him in good working condition except during any emergency after which any repair shall be completed within seventy-two hours unless good cause is shown as to why such repair has not been completed;
(8) 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;
(9) Respect your privacy and agree to enter your home only after notice to you;
(10) Allow you freedom of choice in the purchase of all services pursuant to Connecticut General Statutes, Section 21-78;
(11) Allow you to terminate the Rental Agreement whenever a change in the location of your employment requires a change in the location of your residence if you give thirty days notice; provided, if you are a member of the armed forces of the United States you may terminate your Rental Agreement with less than thirty days notice if you receive reassignment orders which do not allow such prior notification; and
(12) Maintain any road within the park in good condition, provide adequate space for parking of two cars for each lot except that any park which provided only one space for each lot on January 1, 1985, and which provided only one space for each lot on October 1, 1972, shall be exempt from such requirement, and be responsible for damage to any vehe which is the direct result of any unrepaired or poorly maintained access road within the park.

B. YOUR RESPONSIBILITIES

At all times during the tenancy you shall:

- (1) Keep your home and area of responsibility as marked by the Park Owner in a clean and sanitary condition, free of garbage and rubbish;
(2) Keep the supplied basic facilities, including any plumbing fixture, cooking and refrigeration equipment and electrical fixtures in the rented mobile manufactured home, in a clean and sanitary condition and exercise reasonable care in their proper use and operation;
(3) Dispose of any rubbish, garbage and other waste material in a clean and sanitary manner;
(4) Observe all reasonable rules of the Park Owner concerning the use, occupation and maintenance of the premises, provided such reasonable rules are brought to your attention at the time you sign the Rental Agreement.

6. Guest Parking Rules

The Park Owner's rules for guest parking are as follows:

7. Eviction

A. GROUNDS FOR EVICTION

You may be evicted only for one or more of the following reasons:

- (1) Termination of the Rental Agreement by lapse of time;
- (2) Termination of the Rental Agreement by reason of an express stipulation in the Rental Agreement;
- (3) Failure to pay rent within nine days after the rent is due;
- (4) A violation of Connecticut General Statutes, Section 47a-11, which describes your responsibilities regarding your use of the premises;
- (5) Occupation of the mobile manufactured home with no right or privilege to occupy such home or with a right or privilege to occupy which has terminated;
- (6) A conviction under federal or state law or local ordinance which the court finds to be detrimental to the health, safety and welfare of other residents in the park but no notice to quit possession shall be required;
- (7) The continued violation of any reasonable rule established by the Park Owner, provided a copy of such rule has been delivered by the Park Owner to you prior to entering into the Rental Agreement and a copy of such rule has been posted in a conspicuous place in the park and, provided further, you receive written notice of the specific rules being violated at least thirty days before the time specified in the notice for you to quit possession of the mobile manufactured home.
- (8) A chance in use of land on which your mobile manufactured home is located, provided all the residents affected are given written notice at least three hundred sixty-five days before the time specified in the notice for the residents to quit possession of the mobile manufactured home or occupancy of the lot.

B. PROCEDURES FOR EVICTION

The Park Owner must follow the procedures required by Chapters 412 and 832 of the Connecticut General Statutes before evicting you. These laws give you various protections, including the right to receive notice of an eviction action, the right to present a defense and the right to prevent or delay the eviction under some circumstances.

[Additional Provisions]

IN WITNESS THEREOF, the parties have executed this Agreement on
_____, 19____.

WITNESSES

PARK OWNER

BY _____

RESIDENT(S):

(Effective March 20, 1986)