HF442 would be an improvement over current law. But the bill should clarify the rights of tenants to keep the homes they own in a manufactured housing community, provide additional specifics about rental agreements, and eliminate confusion about the usage and meaning of terminating, canceling, renewing, and not renewing tenancies and rental agreements.

A top priority for mobile home owners is to be able to keep their home in the park so long as the park is in operation, they meet their financial obligations, obey state and local laws and reasonable park rules, and are good neighbors. Residents have little security now. Requiring landlords to give tenants 90 days’ notice to remove their home from the park -- instead of the 60 days under current law -- is of little practical use or value to tenants. The interests of landlords and tenants can best be served if rental agreements are written, last for a term of one year, are renewable, and limit the grounds by which a park owner may recover possession of a mobile home lot or space. HF442 should require that:

* Landlords provide tenants with a written rental agreement rather than simply offer one. Written leases are a standard practice and a cost of doing business that reduces or eliminates disputes and court actions based on verbal agreements and statements.
* Rental agreements have a minimum term of 12 months unless the tenant requests a shorter term or the landlord and tenant agree to a longer term. This allows both parties to negotiate the duration of the lease rather than forcing tenants to accept month-to-month leases that can be terminated with only a few months’ notice.
* Rental agreements automatically renew unless the tenant gives the landlord 60 days’ notice of their intention to not renew or the landlord gives the tenant 90 days’ notice they will not renew the rental agreement because they have good cause grounds for terminating a tenancy under 562B.10.4A.a. as amended and noted below.

* The rental agreement will renew upon the same terms and conditions with the exception of rent increases permitted by HF442 and updates to park rules and regulations if the landlord gives the tenant advance notice.
* Renewals should apply to leases for a fixed term as well as those that convert from a fixed term to a month-to-month or other periodic tenancy.
* The provision in 562B.10.4A.b authorizing a landlord to not renew a tenancy for any reason not prohibited by law with 90 days’ notice should be eliminated to provide tenants with continued stability, security and a place to live.

* Grounds for terminating a tenancy should not include a legitimate and material business reason the impact of which is not specific to one tenant because that clause imposes no practical limits on landlords. Landlords could justify retaking possession merely by taking action against two tenants at the same time.

Sincerely,

Len Sandler

Clinical Professor

Benjamin Nevitt

Clinic Law Student

Law and Policy in Action Clinic