

## HOUSING DIVISION RULES

### PART I: MOBILE HOME PARKS

#### 1. AUTHORITY.

These rules are issued pursuant to authority vested in the Department of Housing and Community Affairs by 3 V.S.A. §§ 831, 2452, 2453 and 10 V.S.A. §§ 6231(b), 6252(a), 6253(g), and 6262(b).

#### 2. DEFINITIONS.

The definitions set forth in this Section 2 shall apply to the rules of the Housing Division, Part I, Mobile Home Parks.

**2.1 “Commissioner”** means the Commissioner of the Department of Housing and Community Affairs of the Agency of Commerce and Community Development for the State of Vermont.

**2.2 “Consumer price index”** means the United States Consumer Price Index for all Urban Consumers, Housing Component, published by the United States Bureau of Labor Statistics in the periodical “Monthly Labor Review and Handbook of Labor Statistics,” as established annually by the Department of Housing and Community Affairs.

**2.3 “Cost of capital improvements”** means the costs of replacement or repair of any major infrastructure systems of the mobile home park that exceed \$2,500.

**2.4 “Department”** means the Department of Housing and Community Affairs of the Agency of Commerce and Community Development for the State of Vermont.

**2.5 “Eligible Site”** means a mobile home lot that is in conformance with the provisions of 10 V.S.A. § 6238(b)(2) and is available for siting of a mobile home.

**2.6 “Good faith”** means honesty in fact and the observance of reasonable standards and fair dealing, such that each party shall respond promptly and fairly to offers from the other party.

**2.7 “Leaseholder”** means the holder of a lease for a mobile home lot within a mobile home park.

**2.8 “Lot rent”** means any charge imposed on a leaseholder for rental and occupancy of a mobile home lot, unless specifically excluded by statute or rule.

**2.9 “Mobile home”** means a structure or type of manufactured home that is built on a permanent chassis and is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, cooling, and electrical systems therein, and is: (a) transportable in one or more sections; and (b) at least eight feet wide or 40 feet long or when erected has at least 320 square feet or if the structure was constructed prior to June 15, 1976, at least eight feet wide or 32 feet long; or (c) any structure that meets all the requirements of this definition except for size and for which the manufacturer voluntarily files a certification required by the U.S. Department of Housing and Urban Development and complies with the standards established under Title 42 of the U.S. Code. A recreational vehicle or camping trailer is not a mobile home.

**2.10 “Mobile home park”** means any parcel or contiguous lots of land under common ownership or control on which are sited, or which is designed, laid out or adapted to accommodate, more than two mobile homes. A parcel or contiguous lots owned by agricultural employers providing up to four mobile homes for use by full-time workers or employees, and a parcel or contiguous lots used solely on a seasonal basis for vacation or recreational mobile homes shall not be considered a mobile home park.

**2.11 “Mobile home park owner”** means one or more owners, operators, officers, managing agents, or other persons with practical authority to establish rules, policies, or other requirements of a mobile home park.

**2.12 “Resident”** means a leaseholder or any individual, individuals, or family who occupy a mobile home in a mobile home park on a permanent or temporary basis.

**2.13 “Security deposit”** means any advance, deposit, or prepaid rent charged for the purpose of securing a resident’s obligation to pay rent and maintain a rented mobile home or mobile home lot, which is refundable to the resident at the termination of the resident’s tenancy, as set forth at 10 V.S.A. § 6244.

**2.14 “Site improvement fee”** means the charge, which in accordance with 10 V.S.A. § 6238 may not exceed \$8,000, for the cost of establishing a mobile home lot within a mobile home park, including site clearing, grading, construction of a mobile home pad; construction of utility improvements such as those for water supply, sewage disposal, electricity, telephone, cable television, and gas; payment of municipal fees such as school impact fees and sewer connection charges; and payment of other costs associated with improvement of a site.

**2.15 “Termination or expiration of tenancy”** shall mean any of the following: (a) the leaseholder removes a mobile home from the mobile home park and terminates the lease for the lot on which the mobile home was located; (b) delivery to the mobile home park owner of an executed bill of sale, or copy thereof, transferring ownership of a mobile home that remains in the park either to a person who has entered into a lease with the mobile home park owner or to the mobile home park owner; (c) removal of the resident from the mobile home park pursuant to a court-issued writ of possession; (d) the date contained in a notice of termination by a resident in compliance with 10 V.S.A. § 6261(d); or (e) that date agreed upon by the resident and the mobile home park owner.

### **3. REGISTRATION.**

By September 1 of each year, every mobile home park owner shall complete, file and submit the registration form provided by the Department, along with the lot fee, if applicable. The Commissioner shall establish the annual lot fee, up to \$9 per lot, that shall be payable by the mobile home park owner for each occupied leased lot in the mobile home park. The fee may be charged to residents, and shall not be deemed a lot rent increase.

### **4. LEASE REQUIREMENTS.**

**4.1 Written lease required.** The mobile home park owner shall provide an initial copy of the lease to each resident of the mobile home park. All terms governing rental and occupancy of a mobile home lot shall be in writing, and every lease shall be fair and reasonable; any term which obstructs a resident’s ability to act in accordance with 10 V.S.A. Chapter 153 shall be unenforceable. No lease term may require a resident to waive any rights provided by 10 V.S.A. Chapter 153 or these rules, or any other provision of state or federal law or regulation.

**4.2 Prospective residents.** The mobile home park owner shall provide each prospective resident a copy of the proposed written lease with sufficient time for review prior to finalizing any lease. Upon agreement, both the mobile home park owner and the prospective resident shall sign the lease and the mobile home park owner shall furnish a copy of the signed lease to the resident. The mobile home park owner shall have no obligation to allow entry until the prospective resident has signed the lease.

**4.3 Uniform enforcement.** Any lease term that is not uniformly applied to all residents of the same or similar category shall be unenforceable, with the exception of different lot rent amounts in mobile home parks constructed after June 1, 1995, or new lots in mobile home parks expanded after that date. The mobile home park owner shall have the burden of proving the existence of a reasonable basis for categorizing residents or lots.

**4.4 Removal of mobile home.** A lease term requiring removal from the mobile home park of a mobile home that is detrimental to other residents for health or safety reasons, or for failure to maintain reasonable aesthetic standards established in the lease, shall be permissible. However, the age of a mobile home, in and of itself, shall not justify a requirement for its removal from a mobile home park. No lease term shall allow the mobile home park owner to require removal of a mobile home without written notice to the leaseholder and a reasonable opportunity to cure the problem.

**4.5 Subletting.** A lease may not prohibit subletting. A lease may require a resident to obtain written consent from the mobile home park owner, which shall not be unreasonably withheld, before subletting his or her mobile home or mobile home lot. A lease may require a resident to notify the mobile home park owner in writing of the name and mailing address of the prospective sublessee. No such lease provision shall be enforceable, however, unless the lease also requires the mobile home park owner to notify the prospective sublessee and the resident in writing within thirty days of request as to whether consent to the sublease is granted. Notice to the prospective sublessee shall include the reasons for denial, if applicable.

**4.6 Rent charges; limits and exceptions.** With the exception of proprietary leases in mobile home parks owned by limited equity housing cooperatives established under 11 V.S.A. chapter 14, this subsection 4.6 shall govern all mobile home park leases with respect to rental charges.

**4.6.1** Lease terms governing rent charges shall be effective for a minimum of one year. However, provided there is notice at the inception of a new resident's lease, a new resident in a mobile home park in which a uniform rent schedule impacts all lots in the mobile home park simultaneously may be required to pay an increased rent charge at the uniform increase date.

**4.6.2** The lease shall provide for a minimum of 60 days' prior written notice of any rent increase.

**4.6.3** Notwithstanding any provision of the lease, a mobile home park owner may increase rental charges during a year to the extent necessary to cover an increase in operating expenses, but only in the event of an unanticipated increase of 20 percent or more in the mobile home park's operating expenses which is the result of legislative action taken during that year.

**4.7 Required lease terms.** All mobile home park leases shall contain the following:

(a) Amount and schedule for rental and utility charges and other reasonable incidental service charges, if any. Failure to include such charges in the lease shall prohibit a mobile home park owner from imposing or collecting the same.

(b) Names and addresses of the mobile home park owners.

(c) Notice that the mobile home park owner shall not discriminate for reasons of race, creed, color, sex, sexual orientation, marital status, disability, national origin, or due to receipt of public assistance, or because there are minor children in the household.

(d) Notice that the mobile home park owner shall not discriminate based on age except as permitted under 9 V.S.A. § 4503(b) and (c). Any permissible age restrictions shall be identified in the lease.

(e) The requirement, if any, of mobile home park owner consent before a resident may sublet.

(f) The notice period required from a resident who wishes to terminate a lease.

(g) The effective date of the lease.

**4.8 New lease terms.** Any proposed new lease term, lease amendment, addition to, or deletion from the lease shall be provided in writing to all residents at least thirty days in advance of the effective date of such change.

## **5. CHARGES AND FEES.**

**5.1 Entrance fees prohibited.** No mobile home park owner shall charge an entrance fee to a resident or prospective resident for the privilege of leasing or occupying a mobile home park lot. Nor may a resident or prospective resident be restricted in his or her choice of vendors from whom to purchase goods and services. A reasonable charge for the fair value of services performed in placing a mobile home on a mobile home park lot shall not be considered an entrance fee, but such charge shall not include upgrading any mobile home park utilities in order to comply with state or local regulations, including the *Rules for Mobile Home Park Warranty of Habitability, Housing Division Rules, Part III*.

**5.2 Site improvement fee.** A limited equity housing cooperative organized to provide low- or moderate-income housing as defined in 11 V.S.A. chapter 14, or a 501(c)(3) organization, as defined under the federal tax code, or its wholly owned

subsidiary, may charge a site improvement fee to the initial leaseholder of an eligible mobile home lot.

**5.3 Security Deposits.** A mobile home park owner may require a resident to pay a security deposit, and shall, in such event, include in the lease provisions consistent with this subsection 5.3 which govern the security deposit. A mobile home park owner may be subject to municipal ordinances with respect to security deposits in addition to the requirements of the Mobile Home Park Act and these Rules.

**5.3.1** The mobile home park owner may retain all or a portion of a security deposit for the following:

- (a) Nonpayment of rent;
- (b) Damage to the mobile home park owner's property as a result of the act or failure to act of the resident, except ordinary wear and tear;
- (c) Nonpayment of utility or other charges owed by the resident;
- (d) Expenses incurred to remove any articles abandoned by the resident.

**5.3.2** The mobile home park owner shall, by hand delivery or first class mail to the last known address of the resident, and within 14 days of the termination or expiration of the resident's tenancy, return the security deposit, including any interest accrued as required by the lease or local ordinance, to the resident less deductions, if any, along with an itemization of deductions. Failure to do so within 14 days shall result in a forfeiture of the mobile home park owner's right to retain any portion of the security deposit. Willful failure to do so within 14 days shall result in liability of the mobile home park owner for double the amount withheld, plus reasonable attorneys' fees and costs.

**5.3.3** In the event of sale or other transfer of the mobile home park, the mobile home park owner shall transfer all security deposits to the new owner. The new owner shall provide each resident notice that it has received transfer of the security deposit, the amount transferred, and the new owner's name and address.

## **6. LOT RENT INCREASE.**

**6.1 Notice.** A mobile home park owner may not increase lot rent without first providing at least 60 days' written notice to each affected leaseholder and the

Commissioner. The notice shall be provided on a form provided by the Department, and shall include:

- (a) the amount, including any capital improvements surcharge;
- (b) the effective date; and
- (c) a copy of leaseholders' rights as provided at 10 V.S.A. §§ 6251 – 6253.

## **6.2 Capital Improvements Surcharge.**

**6.2.1** Any portion of a lot rent increase attributable to recovery of the mobile home park owner's estimated Cost of Capital Improvements as defined in Section 2 hereof, shall be considered a capital improvements surcharge, shall be limited as set forth at 10 V.S.A. § 6251, and shall terminate at the time the actual costs have been recovered.

**6.2.2** If a lot rent increase is in any part due to a capital improvements surcharge, the notice shall identify that portion of the proposed increase attributed to the surcharge; the estimated cost of the improvements, including any interest; and the proposed duration of the surcharge to recover the estimated cost, stated in 12-month increments.

**6.2.3** The mobile home park owner, with the notice of lot rent increase, shall provide the Commissioner with an affidavit stating the estimated cost of the capital improvement, the expected date of completion of the improvements and the time frame required for the surcharge to provide for recovery of the cost of the improvements.

## **6.3 Lot Rent Dispute; Mediation.**

**6.3.1** The Department shall maintain a list of qualified professional mediators compiled in cooperation with mobile home park owners and leaseholders in Vermont.

**6.3.2** A majority of the affected leaseholders in a mobile home park may request mediation of a proposed lot rent increase which is more than one percentage point above the Consumer Price Index. Such request shall be made by delivering to the Commissioner and the mobile home park owner, within 15 business days of the mobile home park owner's notice to the Commissioner of lot rent increase, a petition stating that the increase is disputed and bearing the signatures of the affected leaseholders who so request, and the name of the person who will represent the petitioners. However, in the event that it is demonstrated that an affected leaseholder received notice of the lot rent increase later than the Commissioner, the

petition shall be filed within 15 business days of the date on which it is demonstrated that every affected leaseholder had received notice. Any refusal of a certified mailing of the completed Lot Rent Increase Notice shall be deemed to be receipt. The mobile home park owner shall bear the burden of demonstrating that the proposed increase is reasonable.

**6.3.3** The Department shall provide the list of qualified professional mediators to the mobile home park owner and the petitioners' representative. The petitioners' representative and the mobile home park owner shall select a mediator from the list who is mutually agreeable, and provide the mediator's agreement to conduct the mediation to the Commissioner. In the event that within 5 business days of receipt of the list, the parties have not selected a mediator, the Commissioner shall appoint a mediator from the list.

**6.3.4** The mobile home park owner shall provide to the mediator and the petitioners' representative all information supporting the proposed increase at least 5 days before the initial mediation session. The mobile home park owner shall also provide any documents or information requested by the mediator for the purposes of the mediation. All mediation sessions shall be completed at least 10 days prior to the effective date of the proposed lot rent increase.

**6.3.5** Any resolution of the dispute shall be reduced to a written agreement among the parties, setting forth the amount of any increase and its effective date, together with all other matters agreed upon. The mediator shall detail the outcome of the mediation in a report signed by all parties, and provide the same to the parties and the Commissioner.

**6.3.6** The selected or appointed mediator shall not have any direct or indirect interest in the mobile home park and shall disclose any experience as a mobile home park owner, or resident, along with any other circumstances that may create an actual or perceived conflict of interest. The mediator shall not be competent to testify in any subsequent action regarding the proposed lot rent increase, and the mediator's report shall not be admissible as evidence. The Department shall pay the fees for mediation based on a schedule established pursuant to the *Rules for Mediation and Legal Services Payments and Consumer Price Index for Lot Rent Disputes, Housing Division Rules, Part II*.

**6.4 Abatement; Civil Action.** In the event mediation is unsuccessful, a majority of the mobile home park's leaseholders may file suit for abatement of an increase which is unreasonable based upon the mobile home park owner's total reasonable or documented expenses, including the cost of debt service and allowance for a reasonable return on the investment, as compared to similar investments. Any abatement action must be filed within 30 days after the

effective date of the lot rent increase. No abatement action may be filed if the rent increase is effective following a completed sale of the mobile home park which was contingent upon the increase, provided at least 6 months notice has been given.

## 7. MOBILE HOME PARK OWNER OBLIGATIONS.

**7.1 Implied Warranty.** In every lease is implied a covenant and warranty on the part of the mobile home park owner to provide, throughout the period of the tenancy, premises which are safe, clean and fit for human habitation, including:

- (a) Adequate and reliable utility services;
- (b) Safe electrical service to a location on each lot from which the mobile home may be connected;
- (c) Potable water and sewage disposal to a location on each lot from which the mobile home may be connected;
- (d) Safe and fit roads, common areas and facilities.

No waiver of the covenant and warranty of habitability shall be enforceable.

**7.2 Habitability Rules.** Every mobile home park owner shall comply with the *Rules for Mobile Home Park Warranty of Habitability, Housing Division Rules, Part III*.

**7.3 Failure to Comply.** In the event a mobile home park owner fails to comply with the obligation of habitability by making timely repairs after actual notice from a resident, a governmental entity, or a qualified independent inspector, provided the conditions are not the result of the acts or omissions of the resident beyond normal wear and tear, a resident may:

- (a) Withhold payment of lot rent for the period of noncompliance;
- (b) Seek a court order requiring compliance;
- (c) Seek a court order for damages, costs, and reasonable attorneys' fees;
- (d) Terminate the lease with reasonable notice.

**7.4 Relocation of residents.** If a mobile home lot or rented mobile home is condemned by a government agency due to wilful failure of the owner to comply with any obligations imposed by law, he or she shall be liable for the reasonable relocation costs of the affected residents. Any resident so affected may seek a

court order requiring the owner to pay reasonable relocation costs, including court costs and attorneys' fees.

**8. MINOR DEFECT; NONCOMPLIANCE WITH LAW OR LEASE.**

If, after 30 days' written notice, a mobile home park owner fails to repair a minor defect, or cure noncompliance with the Mobile Home Park Act, or noncompliance with a material provision of the lease which has occurred due to no fault of the resident, the resident may repair the minor defect and deduct the actual and reasonable cost thereof from rent next due, up to one-half of one month's rent. Repair of a minor defect or noncompliance shall not include major work on the park's water, septic, or electrical systems. The resident shall provide the mobile home park owner an itemization of the deduction along with the rental payment, and shall be responsible for any damage to property of the mobile home park owner caused by such repairs or attempts to repair.

**9. MOBILE HOME PARK RESIDENT OBLIGATIONS.**

**9.1 Compliance with Regulations.** A resident shall not act in any way which will cause the mobile home park to be out of compliance with building, environmental or housing or health regulations.

**9.2 Peaceful Enjoyment.** A resident shall not act or allow his or her guests or invitees to act in a manner which would disturb other residents' peaceful enjoyment of the mobile home park.

**9.3 No Destruction.** A resident shall not deliberately or negligently destroy, deface, damage or remove any part of the mobile home park or its fixtures, mechanical or utility systems or furnishings, nor deliberately or negligently allow another to do so.

**9.4 Subletting.** No resident may sublet the resident's mobile home without the express permission of the mobile home park owner, which shall not be unreasonably withheld.

**9.5 Notice of termination.** A resident may terminate a tenancy by delivering written notice to the mobile home park owner of the termination date at least one rental payment period prior to the termination date, unless inconsistent with a written lease.

**9.6 Penalties.** In addition to eviction, a mobile home park owner may seek court-ordered damages, costs and reasonable attorneys' fees for violation of the obligations set forth in 10 V.S.A. § 6261.

**10. MOBILE HOME PARK OWNER ACCESS.**

**10.1 Mobile Home Lot.** A mobile home park owner may enter a mobile home lot under the following circumstances:

- (a) with resident consent, which shall not be unreasonably withheld;
- (b) between the hours of 7:00 a.m. and 7:00 p.m., provided at least 12 hours' notice has been given, for the following purposes: inspection; to make necessary or agreed repairs, alterations or improvements; to supply agreed services; or to exhibit a lot for sale or rent, or to lenders or contractors; or
- (c) without notice or permission upon learning, unexpectedly, in the course of performing repairs in the mobile home park, that entry is necessary to complete the repairs, provided that reasonable attempts to contact the resident were made.

**10.2 Mobile Home.** A mobile home park owner may enter a mobile home or a mobile home lot without notice or permission upon the reasonable belief that there is a likelihood of imminent injury to person or property, or of interruption in utility services.

**11. SALE OF MOBILE HOME ON SITE.**

**11.1 Notification.** Prior to selling a mobile home sited in a mobile home park, the leaseholder shall provide notice to the mobile home park owner by certified or registered mail, notifying him or her of the name and mailing address of the prospective buyer.

**11.2 Acceptance.** The mobile home park owner shall lease the mobile home lot to the prospective buyer if the buyer and his or her household qualify under the terms of the lease.

**11.3 Denial.** If the mobile home park owner determines that the buyer and his or her household do not qualify under the terms of the lease, the mobile home park owner shall notify the leaseholder and prospective buyer in writing within twenty-one days. The notice of denial to the prospective buyer shall list the specific lease terms under which the buyer and his or her household do not qualify.

**11.4 Deemed acceptance.** Failure by a mobile home park owner to provide a written notice of denial, including the reasons for denial, within twenty-one days shall be deemed approval of the prospective buyer to lease the lot on which the mobile home is sited.

**11.5 Commission prohibited.** No mobile home park owner shall charge or collect a commission on the sale of a mobile home in the mobile home park, except pursuant to a written agreement with the mobile home owner for representation in the sale of the mobile home.

## **12. EVICTION OF MOBILE HOME PARK RESIDENT.**

**12.1 Grounds.** A resident may only be evicted by order of court for nonpayment of rent, substantial violation of the lease terms, violation of the resident's obligations as set forth at 10 V.S.A. § 6261, abandonment of the mobile home, or in the event the mobile home park is closed due to a change in use of all or parts of the mobile home park that requires removal of the mobile home. No resident may be evicted for a substantial violation of the lease terms unless the eviction proceeding is commenced within 60 days of the last alleged violation. No resident may be evicted for violation of a lease term that is not enforced against others in the mobile home park. Evictions of subletting mobile home residents shall be pursuant to 9 V.S.A. § 4467.

### **12.2 Notice.**

**12.2.1 Nonpayment of Rent or Substantial Violation.** The mobile home park owner shall provide notice to the resident by certified or registered mail before bringing any eviction proceedings. The notice shall provide the grounds for eviction and the fact that eviction proceedings for unpaid rent may be avoided by paying overdue rent within 20 days of the mailing of the notice. No notice shall be required if the nonpayment of rent or a substantial violation is the second such occurrence within 6 months, and proper notice was provided with respect to the first nonpayment or substantial violation during the period.

**12.2.2 Park Closure.** A mobile home park owner shall provide notice, delivered by certified mail, to the Commissioner and to each affected resident of the mobile home park of a voluntary change in use within the mobile home park which would result in the removal of any or all of the mobile homes, or in closure of the mobile home park. Such notice shall be delivered at least 18 months prior to the change in use or closure, and the period of time between delivery of notice and the proposed closure date shall be the "Notice Period." The notice shall include:

- (a) a statement that the mobile home park owner intends to change the use of all or part of the mobile home park, or close the mobile home park;
- (b) the date that the mobile home park owner intends to close the mobile home park or change the use of any parts thereof;
- (c) a statement that no evictions will be commenced during the notice period, except for nonpayment of rent;
- (d) a properly completed and signed Notification to Department of Housing and Community Affairs of Intent to Close a Mobile Home Park form;

(e) a list of the names and mailing addresses of each of the affected residents of the mobile home park.

No eviction proceedings may be commenced during the Notice Period, except for eviction for nonpayment of rent. The Notice Period shall not commence until the date on which each of the affected residents has received notice in accordance with the requirements of this subsection 12.2.2. Any refusal of the certified mailing of the closure notice shall be deemed to be receipt.

**12.2.3 Permission for Shortened Notice Period.** Upon request, and if necessary to assure the health safety or welfare of the mobile home park residents, the Commissioner may change the notice requirement for a change in use or park closure by allowing a shortened Notice Period. A request shall be in writing in the form of a sworn affidavit and include:

- (a) a statement of the reasons why the shortened Notice Period is requested;
- (b) the steps the mobile home park owner has taken to correct or mitigate the problem;
- (c) any alternatives to shortened Notice Period; and
- (d) any assistance that will be offered to the affected residents due to their proposed dislocation.

Upon receipt of a request for a shortened Notice Period, the Commissioner may contact state and local health officials, the affected residents, and others for further information and comments. The Commissioner shall render a decision within sixty days of the request.

**12.2.4 Expiration of Closure Notice.** The mobile home park shall be deemed to have closed at such time as at least 18 months from delivery of notice has elapsed, or at the end of such longer Notice Period as may have been identified by the mobile home park owner, and fewer than three (3) mobile homes are occupied within what had been the mobile home park, or when every resident has vacated the mobile home park and removed his or her mobile home and possessions, whichever is sooner. However, if the mobile home park owner has not effected the park closure or commenced eviction proceedings within 18 months after the proposed closure date or expiration of the Notice Period, whichever is later, the closure notice shall be deemed void, and any attempt to close the mobile home park shall require a new notice process pursuant to paragraph 12.2.2. Notwithstanding the voiding of the closure notice, evictions already commenced may continue.

**12.3 No Force or Self Help.** A resident shall not be evicted by force or any other self-help measure.

**12.4 Illegal Evictions.** Willful interruption of any utility service other than for necessary repairs on a temporary basis, or eviction or other denial of access by a park owner to a resident's property other than by order of court shall be considered an illegal eviction. Condemnation of a lot or a mobile home resulting from the acts or omissions of the mobile home park owner shall be considered an illegal eviction. This shall not be construed to prohibit disconnection due to nonpayment of water charges by a water system approved by the Vermont Public Service Board, nor to interfere in any way with rights and obligations of an approved water system.

**12.5 Remedies for Illegal Evictions.** Any resident may bring suit against a mobile home park owner for illegal eviction and seek recovery of damages, injunctive relief, costs and reasonable attorneys' fees. A resident may not seek an injunction to allow continued occupation of a condemned lot or mobile home park. A mobile home park owner may recover reasonable attorneys' fees for defense of an illegal eviction action that is determined to be frivolous or intended solely for harassment.

**12.6 Remedies for Retaliatory Conduct.** Any resident may seek a court order against a mobile home park owner for changing the terms of a lease or for bringing or threatening to bring an action because of the resident's complaint about conditions in the mobile home park to a governmental agency or town official, or to the mobile home park owner about a violation of chapter 153 of Title 10, or because the resident has organized or joined a residents' organization. Such court order may provide damages and reasonable attorneys' fees. Retaliatory conduct by the mobile home park owner may be a defense to any court action brought by the mobile home park owner against a resident.

### **13. MOBILE HOME PARK SALE.**

**13.1 Notice.** A mobile home park owner shall provide each leaseholder and the Commissioner notice of intent to sell the mobile home park by certified mail on a form provided by the Department. The Notice Date shall be the date upon which the Commissioner has received notice of intent to sell the mobile home park in accordance with this rule. However, if within 30 days it is demonstrated that a leaseholder received notice on a later date, the Notice Date shall be the date on which it is demonstrated that every leaseholder has received notice. Any refusal of the certified mailing of the completed Mobile Home Park Sale Notice shall be deemed to be receipt. The Notice shall include:

- (a) A statement that the owner intends to sell the mobile home park;
- (b) The price, terms and conditions under which the mobile home park is offered for sale;

- (c) A detailed description of the property offered for sale including the location and size of the mobile home park, number of mobile home lots, any buildings including mobile homes, and any other real or personal property, equipment or fixtures included in the sale terms;
- (d) A list of the names and mailing addresses of the leaseholders, and the number of leaseholds held by each;
- (e) The status of the mobile home park regarding compliance with all statutes, regulations and permits to the owner's best knowledge, and an explanation for any noncompliance;
- (f) A statement that for forty-five (45) days following the notice the mobile home park owner will not enter into any agreement to sell the mobile home park that would infringe the rights of the leaseholders to negotiate for purchase of the mobile home park; and if within the forty-five (45) day period the mobile home park owner receives notice from a majority of the leaseholders that they intend to consider purchase of the mobile home park, that the mobile home park owner will not enter into any agreement to sell the mobile home park that would infringe the rights of the leaseholders to negotiate for purchase of the mobile home park for an additional ninety (90) day period, except for an agreement with a group representing a majority of the leaseholders or with a nonprofit entity approved by a majority of the leaseholders;
- (g) A properly completed and signed Notification to the Department of Housing and Community Affairs of Intent to sell a Mobile Home Park form.

**13.2 Leaseholders' Right to Negotiate Purchase.** A majority of the leaseholders in a mobile home park shall have the right to negotiate to purchase the mobile home park by providing notice of their intent to the mobile home park owner and the Commissioner within 45 days of the Notice Date. Such notice of intent shall be a written statement, bearing the signatures of a majority of the leaseholders. A majority shall be determined by one vote per leasehold, though no leaseholder shall have more than 3 votes or 30% of the aggregate mobile home park vote, whichever is less. Any dispute as to whether a majority has been achieved shall be resolved by the Commissioner by comparing the list of leaseholders provided by the mobile home park owner to the leaseholders' notice of intent. Inaccuracies in such list as to the number or identity of leaseholders shall render the Notice of Mobile Home Park Sale incomplete.

**13.2.1 Period of Negotiation.** If the mobile home park owner receives notice of interest from the leaseholders pursuant to subsection 13.2 above, then for an additional 90 days, starting from the 46<sup>th</sup> day following the Notice date, the mobile home park owner shall:

(a) Not enter into any agreement to sell the mobile home park that would infringe upon the rights of the leaseholders to negotiate for purchase of the mobile home park; and

(b) Fully consider any written offer to purchase from the leaseholders or their selected nonprofit organization.

**13.2.2 Obligations of Good Faith.** The mobile home park owner and the leaseholders or the nonprofit corporation selected by the leaseholders shall negotiate with one another in good faith as defined in Section 2.6 above. A sale of the mobile home park to a party other than the leaseholders or their selected nonprofit corporation on substantially the same terms or terms more favorable to the buyer than the terms offered by the leaseholders or their selected nonprofit corporation, shall be a breach of the mobile home park owner's obligations of good faith. A sale of the mobile home park on terms substantially more favorable to the buyer than those disclosed in the Mobile Home Park Sale Notice without providing the leaseholders 90 days to meet the terms, shall be a breach of the mobile home park owner's obligations of good faith.

**13.3 Health and Safety Disclosures.** Prior to the sale of a mobile home park, the mobile home park owner furnish the following to the buyer:

(a) the results of the most recent sanitary survey of the mobile home park conducted by the Agency of Natural Resources;

(b) the results of all drinking water tests required or performed for the mobile home park during the preceding 36 months; and

(c) all state and local government permits related to operation of the mobile home park and its systems.

**13.4 Penalties.** In addition to any other causes of action or penalties, a mobile home park owner that sells a mobile home park in violation of its obligations under this section and 10 V.S.A. § 6242 shall be liable to the mobile home park residents in the amount \$10,000 or 50% of the gain realized from the sale, whichever is greater.

**13.4 Applicability of Section.** The requirements of this section shall have no applicability to sales or transfers among family members, through foreclosure, to a trust solely benefiting a mobile home park owner's family members, among partners who are owners, incidental to financing, among owners as joint tenants or tenants in common, or pursuant to eminent domain.

**13.5 Expiration of Notice.** A Mobile Home Park Sale Notice shall expire if sale of the mobile home park has not been completed within 12 months of the Notice Date. Any efforts to sell or close on an existing purchase and sale agreement more than 12 months after the Notice Date shall require a new notice and renewed rights in the leaseholders to negotiate for purchase of the mobile home park.

**14. PENALTIES; ENFORCEMENT.**

**14.1 Criminal Penalties.** Any person who violates or fails to comply with 10 V.S.A. chapter 153 may be fined as much as \$1,000 or imprisoned for as long as 6 months, or both.

**14.2 Civil Enforcement.**

**14.2.1** In addition to the authority of the State of Vermont to bring action for the enforcement of the common law and statute, the Department of Housing and Community Affairs may also file suit for violations of the following sections of 10 V.S.A. chapter 153:

- (a) § 6236 (Lease Terms);
- (b) § 6237 (Evictions);
- (c) § 6238 (Charges and Fees);
- (d) § 6239 (Goods and Services);
- (e) § 6240 (Sale of Homes Located in Parks);
- (f) § 6241 (Access);
- (g) § 6242 (Leaseholder's Right to Notification Prior to Park Sale).

**14.2.2 Civil Action by Resident.** In addition to any other the rights of action, any resident may file suit against the mobile home park owner, after 30 days' written notice by certified mail to the mobile home park owner, for violation of the sections of 10 V.S.A. chapter 153 set forth in subparagraphs 14.2.1 (a) through (g) above; and for violation of 10 V.S.A. § 6242, may seek damages in the amount of \$10,000.00 or 50 percent of the gain realized by the owner from the sale, whichever is greater, as well as actual and punitive damages.