



Mobile Home Park Tenant Rights

What is a “Mobile Home Park”?

The definition of a mobile home park differs from state to state. So do the rights of mobile home owners who rent space in these parks. In New Mexico, a mobile home park is a parcel of land containing at least 12 occupied mobile homes whose owners rent space. Any parcel of land with fewer mobile homes is subject only to regular landlord-tenant laws. Regular landlord-tenant law applies, too, when the landlord owns the mobile home and rents it to a tenant.

Land that qualifies as a mobile home park comes with extra protections for the mobile home owners under the New Mexico Mobile Home Park Act. Many provisions of the state’s general landlord-tenant laws apply as well.

How does the law protect tenants who rent space in mobile home parks?

The law prohibits park landlords from terminating rental agreements with mobile home owners without cause. It requires a written rental agreement with specific provisions. And it limits the management from making certain rules, and from making or changing rules without notice.

What is good cause for a landlord to evict a mobile home owner from a park?

The law does not allow a landlord of a mobile home park to evict a tenant by simply giving a 30-day notice when there is no lease violation or other legitimate cause for eviction. The landlord must have what is called “good cause” for the eviction.

In a mobile home park, good cause includes:

- nonpayment of rent
- nonpayment of utilities if the park provides utility services

For these two violations of the rental agreement, the landlord can give a 72-hour “pay or quit (move out)” notice.

There are other reasons that qualify as good cause for a landlord to terminate a mobile home park rental agreement. For the following violations, the landlord must give a minimum of 30 days’ notice:

- failure to comply with local or state law concerning mobile homes
- conduct that disturbs other tenants or that interfere with park management
- failure to abide by the terms of the rental agreement or with park rules

To terminate the rental agreement of a tenant with a double-wide mobile home, the law requires 60 days’ notice.

In any of these situations, the mobile home owner has the time listed in the notice in which to change his or her conduct. If the tenant does so, the landlord cannot lawfully proceed with the termination.

In some situations, local government may condemn the property, or the landlord may decide to change the use of the land where the park is. If the government is taking steps to close the park, it can be critical for the tenants to get legal advice in order to save their homes or to be compensated for having to move. If the landlord decides to change the use of the land, the tenants are entitled to a minimum of six months’ notice. Again, it can be very important for these mobile home owners to get legal advice about their options.

What are the notice requirements for a landlord to terminate a mobile home park tenancy?

All notices must be in writing. The 30-day (or 60-day) notice must contain the name of the landlord or the name of the park, the mailing address of the property, the location or space number of the mobile home, the county where the mobile home is, and the specific reason for the termination, including the date or dates, places, and circumstances of any conduct that the landlord thinks justifies the termination. The same information is necessary for a park closure six-month notice.

When claiming nonpayment of rent or utilities, the landlord can post the 72-hour notice at the tenant’s mobile home. The landlord has no duty to mail this notice.

For every notice that is based on good cause, the landlord must wait until the notice period ends to see if the tenant will fix the problem the notice describes. Only after the end of the notice period can the landlord take action in court—and then only if the tenant has not addressed the problem.

Just as in regular tenancies, the landlord cannot terminate a rental agreement (or reduce services or change rules) to retaliate against a tenant who has asserted certain rights.

If the landlord goes to court to force the tenant out of the park, the landlord must give notice of the court case to anyone (like a bank or mortgage company) that has a lien on the mobile home.

What information has to be in a mobile home park rental agreement?

Mobile home park rental agreements must contain this information:

- the term of the tenancy
- the amount of rent
- the amount of any rent increases over the past two years
- the day rent is due
- the day when unpaid rent will be considered "in default."
- the rules of the park
- the zoning of the park
- the name and mailing address where a manager's decision can be appealed
- the name and mailing address of the owner
- all charges other than rent for which the tenant is responsible
- a statement that tenants can ask for
- alternative dispute resolution of any dispute except one involving rent
- charges for utilities
- public safety emergencies

Are there any restrictions on the landlord's right to raise rent in a mobile home park?

A mobile home park landlord can raise rent only after giving 60 days' notice of the rent increase—and then only if the language of the rental agreement allows for the increase.

What kinds of rules can a mobile home park landlord make?

New Mexico law is unclear about the scope of rules the landlord can impose. It is logical to expect that rules would be reasonable and fairly enforced. The law does say that a park must give at least 60 days' notice of a change in its rules and that some changes cannot apply to people already in the park—for example, if a new rule prohibits pets, tenants who already have pets are allowed to keep them. Likewise, if a new park rule tells tenants how they have to landscape their space, the rule will apply only to new tenants, not current tenants. When the landlord gives notice of a rule change, the tenants have 30 days in which to comment on the proposed rule.

Rules can be controversial, as can terms of rental agreements or landlord conduct. Like tenants in regular rentals, mobile home park tenants have the right to form a tenants' union to deal more effectively with unreasonable landlords. For more information, see LawHelpNewMexico topic "Tenants' Unions."

Can a mobile home park landlord force tenants to use the landlord or a specific dealer to buy or sell their mobile homes?

No. Forcing tenants to buy or sell by going through the landlord or a specific buyer or seller is illegal.

What happens to a tenant's mobile home and belongings if the tenant is evicted?

If a court evicts a mobile home park tenant, the court's order (called a "writ of restitution") will say how long the tenant has in which to move the mobile home. If the tenant does not remove it within that time period, the landlord can ask the sheriff to remove the tenant from the home, and then either remove the mobile home and store it offsite or leave the mobile home where it is. The former tenant will then owe the landlord for storage costs, removal costs if any, and potentially for rent and utilities if the mobile home is left on the site. The former tenant has the right to go into the home to remove personal belongings.

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