

## Chapter 12



### MOBILE HOME PARKS

Some mobile home park residents are covered by just the Uniform Owner-Resident Relations Act and some are covered by the Mobile Home Park Act also. Anyone who is *renting* a mobile home is governed by the landlord-tenant laws set out in the rest of this guide.

However, if the tenant owns or is buying a mobile home and is renting a space in a mobile home park, the Mobile Home Park Act may apply to the rental agreement. The Mobile Home Park Act provides certain protections for mobile home owners whose agreements are covered under that Act. If the Mobile Home Act does not have a provision for a particular situation, the UORRA (landlord-tenant law) still applies.

#### A. What is a mobile home park?

The law defines a mobile home park as a parcel of land accommodating *twelve or more* occupied mobile homes, where a landlord rents spaces (NMSA § 47-10-2(C)). If the park has fewer than twelve spaces, it is not considered a mobile home park, and regular landlord-tenant law applies to the tenants.

Where the Mobile Home Park Act does apply, it requires that all rental agreements be in writing (NMSA § 47-10-3(A)) and states that the landlord may only terminate the agreement for cause (NMSA § 47-10-5) after giving the tenant thirty days' notice (NMSA § 47-10-3(C), except for non-payment of rent (NMSA § 47-10-6). The tenant served with such a notice has thirty days after the end of the rental period in which the notice was served to move the mobile home (NMSA § 47-10-

3(C)). If the tenant has a multi-section or doublewide mobile home, he or she will have sixty days to move the home (NMSA § 47-10-3(C)).

Rental agreements must contain the following information:

- The term of the tenancy
- The amount of the rent and the amount of any rent increases for the last two years
- The day rent is due
- The day when unpaid rent will be considered in default
- The rules and regulations of the park
- The zoning of the park
- The name and mailing address where the owner/ manager's decision can be appealed
- The name and mailing address of the owner
- All charges other than rent
- A statement of the right to request alternative dispute resolution of any disputes except rent, utility charges or public safety emergencies (NMSA § 47-10-14(A))

In a mobile home park, the landlord may not raise rent except after giving sixty days' written notice of a rental increase (NMSA § 47-10-19(A)). If a court finds that a landlord has violated this rule, the court can assess a penalty of up to \$500 on the landlord.

The Mobile Home Park Act prohibits *closed parks*. This means that the owner cannot require tenants to purchase their mobile home from a particular seller and shall not require the tenant to sell their home

through the manager (NMSA § 47-10-11(A)). Changes in the rules and regulations of a park are permitted with sixty days' notice (NMSA § 47-10-15.1(A)). The management must give the residents thirty days to comment on the proposed changes in the rules (NMSA § 47-10-15.1(A)). Even if the rules are changed, existing pets must be permitted (NMSA § 47-10-15.1 (B)). Similarly, the management cannot require existing residents to make physical improvements under new rules (NMSA § 47-10- 15.1(C)). For example, the new rules might require a certain type of landscaping. Existing tenants would not have to change their existing landscaping to comply with this new rule, but all new tenants would have to comply.

## **B. Evictions from mobile home parks**

Except for non-payment of rent or utilities, a mobile home park tenancy may only be terminated for the following reasons:

- Failure to comply with local or state law concerning mobile homes (NMSA § 47-10-5(A))
- Conduct of the tenant on the property annoying other tenants or interfering with park management (NMSA § 47-10-5(B))
- Failure of the tenant to comply with the rental agreement or with rules and regulations of the mobile home park (NMSA § 47-10-5(C))
- Condemnation or change of use of the mobile home park (NMSA § 47-10-5 (D))

If the resident receives a termination notice, or Notice to Quit, the best course of action is to immediately correct the activity or condition which violates the lease agreement.

The thirty-day notice of termination must be in writing and must include the following information (NMSA § 47-10-3(A)):

- The name of landlord or the name of the mobile home park
- The mailing address of the property
- The location of space number upon which the mobile home is situated

- The county in which the mobile home is situated
- The reason for the termination of the tenancy
- The date, place and circumstances of any acts allegedly justifying the termination

The notice must be either hand-delivered or posted on the property, and if it is posted, it must *also* be mailed by certified mail. Because it is so expensive to move a mobile home, the courts have required mobile home park owners to comply exactly with these notice requirements.

A mobile home park tenancy may also be terminated for non-payment of rent and utilities (NMSA § 47-10-6). In this situation, the landlord must only give three days' notice. Again, the notice must be either hand-delivered or posted on the property, and if it is posted, it must also be mailed by certified mail. If the tenant pays the rent within the three days, the landlord may not go to court to evict the tenant.

If the landlord is planning to change the use of the land on which the mobile home park is situated, tenants must be given six months' notice before they can be evicted (NMSA § 47-10-5 (E)).

If the landlord goes to court and gets an eviction order (called a Writ of Restitution) and the tenant has not removed the mobile home within the time allowed in the writ, the landlord may ask the sheriff to take possession of the mobile home to remove and/or store it (NMSA § 47-10-9(D)). The tenant will be liable for the landlord's costs for rent, utilities, removal, and storage (NMSA § 47-10-9(E)). If the landlord lawfully takes possession of the mobile home, the resident is entitled to go into the mobile home to remove any personal property.

If the resident is buying the mobile home, the owner must provide notice of the intended eviction to the lien holder (usually a mortgage company).

## **C. Utility service**

Most mobile home parks provide utility service rather than each resident having an individual account with the local utility company. The park is responsible for maintaining the utility lines from the mains to the individual mobile home hook-ups,

unless the line is damaged by the resident (NMSA § 47-10-20(A)). The landlord may not charge more for utility service than the park is charged (NMSA § 47-10-20(B)) and the landlord must provide the resident with reasonable access to the records of meter readings, if any, taken at the resident's mobile home space (NMSA § 47-10-20 (C)).

The landlord may charge a reasonable administrative fee to offset the cost incurred by a landlord when he or she provides utility services to residents (NMSA § 47-10-21(A)). The amount of the administrative fee must be included in the rental agreement and any increase requires sixty days' written notice to the resident (NMSA § 47-10-21 (C)).

The landlord must provide a monthly itemized bill that includes:

- A separate list of the charges for each utility service (NMSA § 47-10-22(A))
- The amount used and cost per unit for service, or the formula used to determine cost when individual metering is not used (NMSA § 47-10- 22(B))
- The amount of the administrative fee (NMSA § 47-10-22(C))

If the landlord violates one of the above provisions, a court may order the landlord to pay a civil penalty of up to \$500 (NMSA § 47-10-23(A)).

