

THE EVICTION PROCESS:

Step 1: Written Notice of Violation

If the resident violates the rules of the park, the terms of the lease agreement, or health and safety rules, the park operator may deliver the resident written notification including the following:

- 1) A description of the violation;
- 2) A statement that the tenancy will terminate not less than 30 days after receipt of the notice unless the situation is remedied;
- 3) A statement that if a second violation of any rules occurs within the next six months the tenancy will be terminated immediately;
- 4) A statement that the resident may defend against the park operator by challenging the rules as being unreasonable, arbitrarily enforced or that the violations were not willful and not committed in bad faith.

If the resident remedies the situation by making necessary repairs, payments, etc., the tenancy need not be terminated. If, however, the resident commits a second violation within six months, tenancy may be terminated immediately.

Step 2: Three Day Notice to Vacate

The Three-Day Notice to Leave the Premises is issued to the resident for failure to remedy the above violation(s) or if the violation is willful in nature. If the resident does not vacate in 3 days, the operator may initiate a formal eviction order. The notice will be served to the resident by a sheriff or deputy or by certified mail and will list the date and time of the hearing and a list of reason(s) for the eviction. The resident may choose to vacate at this point or stay and fight the eviction in court. The resident should obtain legal assistance if he/she decides to fight the eviction order.

Step 3: Petition for Forcible Entry and Detainer

If the resident remains in possession of the premises after receiving the 3 day notice, the park operator may file a petition with the court for forcible entry and detainer.

Step 4: Service of Summons

The court will send the complaint and summons to each named defendant by certified mail, along with notice of the date, time, and place of the hearing on the complaint.

Step 5: Summary Hearing and Decision

The eviction action will be tried by a Judge, a magistrate or a jury. If the decision is in favor of the plaintiff (operator), the resident will have up to 10 days in which to vacate the property, including removing the mobile home if he/she is the owner. Failure to vacate by this time will result in physical eviction supervised by the bailiff of the court.

INTRODUCTION

The purpose of this pamphlet is to inform you of your rights and responsibilities as a mobile home park operator, owner, tenant or resident. The information found within is a brief summary of Ohio Revised Code Chapter 3733 which regulates the relationships between mobile home or 'manufactured home' owners, renters of homes within a park, and park operators. The law only applies if there are three or more homes on the same piece of land.

PARK OPERATOR: This person owns the mobile home park or acts in the owner's behalf in renting lots and homes and maintaining the general grounds of the park.

OWNER: A person who owns a mobile home and rents a lot in a park.

TENANT: A person who rents a home and lot in a park.

RESIDENT: The term 'resident' applies to all persons living in the park, including the owners and tenants.

MOVING IN - OWNER

If you own your mobile home and are having it moved to a park, a company or the park employees trained in moving mobile homes will set up your home. If the park operator has the home moved into the park, the charge to the owner cannot be more than the exact cost of moving the home. In addition, no 'entrance fee' can be charged to the owner.

Upon moving the home into the park, the owner should check:

- to see if the home is level
- the walls and ceilings for bulges or bending
- the cement blocks - stacked neatly
- pipes and drains for leakage
- appliances - connected and operational

Any problems must be documented in writing and given to the company or installers for repair.

THE LEASE AGREEMENT

A LEASE is a rental agreement or contract and can be written or oral. A lease agreement is good for a minimum of one year and must be offered to the homeowner. It is recommended that a signed lease be negotiated in order to better define your rights and duties as well as those of the park operator. Leases also protect you from indiscriminate rent increases or termination of tenancy. Without a signed lease, rent can be increased or the agreement terminated with only 30 days notice.

A lease must include: **"YOUR RIGHTS AS A RESIDENT AND YOUR MANUFACTURED HOME PARK OPERATOR'S RIGHTS ARE PROTECTED BY SECTIONS 3733.09 TO 3733.20 OF THE REVISED CODE, WHICH REGULATE MANUFACTURED HOME RENTAL AGREEMENTS."** (RC 3733.19(D)) This must also be posted in a conspicuous location so all residents may see it. The lease must also include: (1) the name and address of the owner and the owner's agent (operator); (2) all fees, charges and assessments, rental amount, late fee, return check policy; (3) rules of the park; (4) duration of the lease (minimum of one year).

A lease agreement cannot:

- require that skirting, tie down equipment or other personal property be purchased from the park operator.
- charge installation fees for gas and electric appliances unless the resident requests that the park operator perform the installation.
- place restrictions on interior improvements that are within code allowances.
- require the resident to purchase or lease from a specific dealer.
- require the resident to use the services of the park operator or any other specific person to install the mobile home.
- restrict the resident's right to sell their mobile home or deny the new owner the ability to rent the same lot.
- require the resident to use any specified person or agency to sell, lease or sublet his/her mobile home.
- charge entrance and exit fees over the actual cost incurred.

Violations of these provisions may result in award of damages and attorney fees to the tenant or owner or termination of the lease agreement.

PARK OPERATOR'S REMEDIES

A park operator can sue a resident for money damages, termination of the lease, and eviction from the park if the resident fails to fulfill his/her duties as outlined in the lease agreement. Eviction can occur when:

- Resident fails to pay rent when due.
- Resident violates material terms of the lease.
- The lease agreement has expired and notice has been given to resident that it would not be renewed.
- Resident fails to comply with proper notice to correct health and safety violations. Written notice must be given to the resident stating specific violations. The resident then has 30 days to correct the situation.
- Resident fails to allow park operator reasonable access to property.
- Resident files a complaint against the operator to governmental agency about housing violations which were actually caused by the resident and/or guests.

The Park Operator may NOT:

- Lock resident out of the home or excluded resident from premises.
- Shut off utilities or terminate services.
- Seize the furnishings or possessions of a resident.
- Enter the resident's property without giving proper notice or repeatedly demanding to enter even though proper notice has been given.
- Retaliate against a resident for reporting violations of health and safety codes to proper authorities by increasing rent, decreasing services due, or by bringing or threatening to bring a forcible entry and detainer against him/her.

PARK OPERATOR'S DUTIES

All park operators must:

- Comply with all applicable health and safety codes which materially affect health and safety.
- Make all required repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition.
- Keep all common areas of the park in safe and sanitary condition.
- Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances located in common areas or rented homes.
- Provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste and arranging for its removal.
- Supply running water, reasonable amounts of hot water, and reasonable heat at all times, unless the home is so structured that such things are under the exclusive control of the resident.
- Give a minimum 24 hour notice of intent to enter the property for repairs and/or inspections. In case of emergency, the need for prior notice is waived.

FAIR HOUSING LAWS

The Ohio Civil Rights Act governs the enforcement of the Federal Fair Housing Amendments Act of 1988 which states that it is illegal to discriminate against any person because of race, color, religion, sex, national origin, handicap or familial status in the sale or rental of housing or residential lots, in advertising the sale or rental of housing, in financing of housing, in the terms of renting property, or in the provision of real estate brokerage services.

If you suspect you have been discriminated against, or have additional questions on fair housing laws, please contact the MEIGS COUNTY COMMISSIONER County Fair Housing Office, U.S. Department of HUD, or the Ohio Civil Rights Commission. (See back of pamphlet for phone numbers)

SECURITY DEPOSIT

SECURITY DEPOSIT collected from the resident and held by the park operator acts as an insurance policy against damages to the home (if rented) or the park property. An amount equal to one month's rent is a typical deposit but any amount may be required. If the deposit is in excess of one month's rent and the resident occupies the property at least six months, the amount over one month's rent is entitled to 5% interest per year. For example, if the rent is \$300 and the deposit is \$400, five percent interest is due to the resident on the \$100 excess which amounts to \$5 per year.

INSPECTION

Prior to moving into a rented home, the resident should do a thorough inspection of appliances, heating and cooling systems, plumbing, the general condition of the inside and outside of the home (bulges in the frame or walls, under skirting in place, pipes and drains clear and without leaks, cement blocks stacked neatly, etc.) Make a complete list of repairs needed, give a copy to the park operator and keep one for your records. This action protects the resident from being charged for damages he/she did not incur and provides the park operator with a list of defects needing correction.

The park operator may schedule routine inspections of the property during your tenancy. A minimum of 24 hours notice of the operator's intent to come onto your property for this inspection must be given. In case of emergency, however, the operator may enter without notice.

RECOVERING THE DEPOSIT

At the end of the lease agreement and prior to moving out, the resident should give proper notice of his/her intent to vacate and provide the operator with a forwarding address for return of the deposit. By law, the resident has a right to a refund of the security deposit, less any damages to the unit and unpaid rent. Any deductions taken from the deposit must be itemized and a written notice delivered to the resident with any amount due, within 30 days after the resident has vacated the property.

If the park owner fails to comply with the 30 day rule, the resident may recover twice the amount wrongfully withheld, plus the resident's attorney fees. Please seek legal assistance before attempting to go to court for this matter.

In order to assure return of the security deposit, the resident should:

- Keep all rent and fee payment receipts.
- Keep copies of all correspondence between you and the park operator.
- Give a minimum of 30 days notice, in writing, of intent to vacate.
- Correct any damages to property made during your tenancy.
- Request the park operator to inspect the property with you. You may want to take pictures and/or have a witness with you during this inspection. Also, it is best to use the same inspection check list when moving out as when you moved in.
- Return all keys to the park operator and provide him/her with your forwarding address.
- Keep a record of the park operator's full name and address.

RESIDENT'S DUTIES

All park residents must:

- Keep the premises safe and sanitary.
- Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner.
- Keep all plumbing fixtures as clean as their condition permits.
- Use and operate all electrical and plumbing fixtures properly.
- Comply with all applicable state and local housing, health, and safety codes.
- Personally refrain and forbid guests from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other part of the premises.
- Maintain in good working order and condition any range, refrigerator,

washer, dryer, dishwasher, or other appliance supplied by the park operator.

- Conduct him/herself and require guests to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of the premises.
- Refrain him/herself, other household members and guests from using illegal controlled substances while on the premises.

RESIDENT'S REMEDY: RENT ESCROW:

If the park operator does not comply with his/her obligation, the resident has the right to escrow rent with the court. The resident **does not** have a right to stop paying rent and to do so voids his/her protection under the law. In order to escrow rent, a resident must:

- Pay rent up to date.
- Request in writing the repair needed.
- If the park operator fails to make the repairs within 30 days or within a reasonable time in case of an emergency, the resident may:
 - 1) Escrow rent by depositing it with the clerk of the Gallipolis City Municipal Court.
 - 2) Ask the court to direct that the repairs be made, to reduce the rent, and to release some of the money for making repairs.
 - 3) Terminate the lease and move out. In this case, the security deposit should be returned to the resident in full.

Please obtain legal assistance when escrowing rent payments.

HELP

If you cannot afford an attorney, but feel you need legal assistance, free legal aid is provided

Southeastern Ohio Legal Services

Athens, Ohio 45701

1-800-686-3669 (Toll Free)

1-740-594-3558 (Local)

If you have questions about the information in this brochure, you are invited to call:

MEIGS COUNTY COMMISSIONER County

Commissioner's Office

Fair Housing Coordinator

100 E. 2nd Street

Pomeroy, OH 45769

740-992-2895

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Department of HUD**

MOBILE HOME PARK

RESIDENT & OPERATOR

RIGHTS AND DUTIES

**MEIGS COUNTY COMMISSIONER
FAIR HOUSING PROGRAM**

TELEPHONE: 740-992-2895

SUMMARY

Whether you are the owner of the mobile home or a tenant renting or subleasing a home from an owner, you have rights and duties according to the law. In order to exercise your rights as a resident of a mobile home park, be sure to adhere to the following:

- 1) Always read and secure a copy of the lease before and after signing it.
- 2) Always get the name, address and telephone number of the park operator. Ohio Revised Code (ORC) 3733.19 requires that the owner/agent of the park give all residents his/her name and address.
- 3) Make all payments to the park operator with a check or money order, and get a receipt. Avoid making payments with cash if at all possible, but if you must, absolutely get a receipt with the correct amount, date, and reason for payment noted.
- 4) All changes to the lease agreement should be put in writing and signed and dated by all parties.
- 5) Always maintain copies of all correspondence made with park operator and keep copies at another location for safe keeping.
- 6) Do not accept legal advice from the owner-operator of the park. If you are threatened with an eviction or other action, it is best to seek legal assistance.
- 7) Know your responsibilities and remedies as well as those of the owner-operator according to the Ohio Tenant-Landlord Law (ORC 3733.10.1) for Manufactured (Mobile) Homes. If in doubt, contact an attorney or the MEIGS COUNTY COMMISSIONER County Fair Housing Office.
- 8) Put all request for repairs in writing, keeping a copy for your own records. If the park operator fails to remedy the situation within 30 days or sooner in cases of emergency, follow the procedure for placing your rent in escrow with the court (ORC 3733.12).

REMEMBER

Discrimination in housing is a violation of both Federal and State laws. This includes denial of housing, difference in treatment, exclusion of or limitation on services provided, or treatment based on the following protected classes: race, color, national origin, sex, religion, physical or mental handicap, or familial status. You can not be charged higher rents or deposits, held to higher standards of credit, segregated to certain areas of the park, etc.

because of your protected class. If you encounter or suspect discrimination, please contact the MEIGS COUNTY COMMISSIONER County Fair Housing Office.