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Manufactured Home Owners: Your Rights in Pennsylvania



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Introduction

If you live in a manufactured home community in Pennsylvania with three or more homes, you have substantial rights under the **Manufactured Home Community Rights Act (MHCRA) and other state laws**, including:

- The right not to be evicted except for "good cause"
- The right to freedom from retaliation for exercising your rights
- The right to freedom of speech and association
- The right to sell your home in place

Right to organize

You have the right to join and participate in a tenants' association. Your lease may not be terminated on the basis of participation in a tenants' association by you or any member of your family.

Community rules

Rules must be:

- Given to lessees and posted in the community
- Uniformly applied
- Fair and reasonable
- Reasonably related to health, safety, or upkeep
- Not arbitrary or capricious

No waiver of rights

The rights and duties of both community owners and lessees may not be waived by any oral or written agreement. Any such agreement "shall be void and unenforceable...."

No eviction without good cause

A manufactured home community owner may evict a lessee or refuse to renew their lease **only** for one of the following reasons:

- Non-payment of rent
- A second or subsequent violation of community rules within a 6-month period
- Change in use of the community property or a portion of it
- Termination of the community

Fair procedure to evict

Even if there is good cause to evict a person and remove their home from the community, it must be done according to a fair procedure:

- An owner may not evict a person by self-help—the owner must use the formal legal process established by law
- The owner must give the resident notice prior to starting an eviction. The length of the notice depends on the reason for the proposed eviction
- There is a right to cure non-payment of rent
- The owner must start the eviction action within 60 days of giving notice, where the reason for eviction is other than non-payment of rent
- A person may not be evicted for violating a rule which is not enforced against other residents

Limit on number of rent increases

Rent may not be increased more than once in a twelve month period. However, there is no limit on the amount of rent can be increased.

Freedom from retaliation

Any proposed eviction or change of lease terms within six months of lessee's assertion of rights under the MHCRA or any other legal right "shall raise a presumption that such action constitutes a retaliatory and unlawful eviction" and violates the MHCRA.

Abandoned homes

A home can only be declared abandoned if the owner provides a written statement of abandonment to the community owner or a judge declares that the home has been abandoned. Once declared abandoned, a community owner has wide latitude in how to handle the home.

Interior improvements

No community owner or operator may:

- Stop you from making interior improvements so long as they comply with building codes
- Restrict the installation, service or maintenance of an electric or gas appliance
- Charge any fee for such installation unless it reflects the actual cost to the owner/operator

Written, renewable lease

"Every lease shall be in writing" and shall be for one month, unless a longer period is mutually agreed on, "and shall be renewable."

The right to sell your home in place

- A homeowner can sell the home in place in the community
- Any rule preventing the sale of a home "shall be void and unenforceable"
- A community owner may first need to approve the buyer, but approval may not be unreasonably withheld
- Community owner (or anyone else) cannot demand fees for selling the home unless they acted as licensed agent for homeowner

Fees may not exceed actual cost

- A community owner can charge reasonable security deposit
- Installation or removal fees cannot exceed actual cost to community owner
- Such fees are refundable if home is removed within one year of installation for reason other than breach of lease
- A failure to refund illegal fees can allow the homeowner to collect treble damages, costs, and attorney fees

Social and business visitors

- Resident have a right to invite social and business visitors
- No fee may be charged for overnight visitors or guests
- Rent increases are permitted only if guests stay so often as to increase the number normally living in the unit

Disclosure of fees

- Written disclosure of fees must be given prior to signing lease for a) rent and other charges payable to the owner, and b) utility charges for which lessee is responsible
- Failure to disclose makes the charges "void and unenforceable"
- Increases in fees are unenforceable until 30 days after notice is given
- More extensive disclosures are required for leases which are for more than a 60-day period

Community closure

If the community is going to close, the community owner must provide at least 180 days notice to the residents and the Pennsylvania Housing Finance Agency.

In the event of a closure, community owners must pay each homeowner who moves their home:

- \$4,000* for single section home
- \$6,000* for multi-section home

A homeowner who cannot or will not move their home:

- Is not required to move the home, and is not liable for any costs
- May be required to transfer title to community owner
- Must receive the greater of \$2,500* or the appraised value of the home

*Amount adjusts annually for inflation.

Right to negotiate for purchase of your community

If residents create a group that represents 25% of the spaces in the community, or a nonprofit or certain other entity represents 25% of the spaces in the community:

- The residents have a right to negotiate for purchase of the community
- The community owner must negotiate with the residents
- The negotiation must be "in good faith"

Enforcement

These rights are not self-enforcing. Protecting them may take determination and persistence. However, there may be resources that can help you, including:

- You may be able to sue in court for a violation of a right and ask for money damages and attorney fees, where provided
- You may be able to void a rental agreement that does not contain required disclosures
- You can ask for help from the state Attorney General, who has the power and duty to enforce the MHCRA
- Lower-income people may be able to get free legal representation from civil legal aid program (www.palegalaid.net)
- The Resident Protection Project of Regional Housing Legal Services may be able to help (www.rhls.org/mh)