

State Manufactured Homes, Inc.
126 Route One
Scarborough, ME 04074

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EQUAL HOUSING OPPORTUNITY

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HILLCREST MANUFACTURED HOUSING COMMUNITY
A 55 OR BETTER COMMUNITY

Community Rules
Requirements for Community Living

We are pleased that you have chosen to live at Hillcrest Manufactured Housing Community. These requirements are for your benefit and are written by the Community Management (State Manufactured Homes, Inc.) pursuant to Maine law. Common courtesy and respect for your neighbors as well as the community are requirements to reside at Hillcrest. We ask that you consider these rules carefully before choosing to live in our community. If you do not wish to abide by the Community Requirements, please do not apply for residency since it is our intent to provide our residents with a community they can be proud of and enjoy.

RESIDENCY

The Community is a "55" or better age restricted community and does not discriminate on the basis of Race, Color, National Origin, Religion, Sex, Sexual Orientation, Familial Status or Disability, or on any basis prohibited by the Fair Housing Amendments Act.

As a 55 or better age restricted Community the requirements are that at least one resident in each home must be 55 or older and no resident be under the age of 18.

A. The maximum number of residents in each home will be governed by the following formula:
   Number of bedrooms x two occupants: For example, if you have two bedrooms, the maximum number of residents allowed to live in the home would be four.

B. All residents and homes must be approved in writing by Community Management and must be identified in any resident application and resident registration. Only approved residents may reside in the Home. Approval for residency will be granted at the sole discretion of Community Management. Criteria in addition to age are based on credit worthiness and any criminal record.

C. All homes must be occupied by the legal owner and those individuals listed on the application form. The homeowner shall not sublease or rent the homesite or home or any portion of the homesite or home, nor assign occupancy rights whether or not there is compensation involved.

D. The use of our recreational facility, grounds, and amenities within Hillcrest is limited to the resident homeowners and their invited and permitted guests. All guests shall be accompanied by a resident when using community facilities. It is the responsibility of the residents to ensure that their guests observe all applicable community rules. A violation of a Community rule by a guest is deemed a violation by the resident. Use of all community facilities by residents and their guests are at their own risk.

E. Family and friends are welcome to visit. Overnight guests do not need to be registered. If a guest has stayed longer than thirty days (total days during the YEAR, whether or not consecutive days), approval by Community Management as a resident and registration is required.

F. It is the responsibility of each homeowner and/or potential resident of Hillcrest Community to disclose and/or inform Community Management, in writing, of any action that may either directly or indirectly cause any damage to the reputation or good name of the Community. This includes but is not limited to past conduct or actions, which may years later cause current harm to the reputation of the Community as a safe and desirable place to live, or impact in any way the value of the Community as a whole or the value of the other residents' homes. Residents must not cause damage or disturb the peace and quiet enjoyment of the other residents in our Community. Violation or omission of information of these terms are grounds for immediate eviction proceedings to commence.

CONDUCT

A. You are responsible for the conduct and action of yourself, your pets and of your guests. If you, your pets or your guests do any damage you will be held financially responsible. If you or your guests are loud, disruptive or infringe in any way on the peace and/or security of the Community and its residents, you will be warned in writing. Upon a second violation, eviction proceedings will be started pursuant to Maine law.

B. Violence or threat of violence towards Community Management or employees, Community residents or their guests or damage to any Community property or threats of damage will constitute grounds for immediate eviction proceedings to commence.

C. Residents will not conduct any commercial enterprise in the Community. Daycare of children, boarding of children or conducting a school, free or otherwise, is not permitted.

D. Any evidence of illegal drug use or drug dealing will be grounds for immediate eviction proceedings to commence.

E. Cannabis (Marijuana) and/or any other drug cannot be grown or manufactured on Community property.

F. Use of Fireworks is not permitted in our Community or any property owned or managed by State Manufactured Homes, Inc., Hillcrest Retirement Community or related parties.

G. Fire pits or open fires of any kind are not permitted on any home site.

H. Failure to follow Community Rules or failure to timely pay your rent three (3) times or more in a calendar year are automatic grounds for eviction proceedings pursuant to Maine law.

PETS

A maximum of two pets per household are permitted. Pets may be either a domesticated dog or a cat. We do not charge a fee for your pet(s) to reside in the Community.

THE FOLLOWING DOG BREEDS ARE NOT PERMITTED: Pit Bulls, Rottweilers, Chow Chows, Doberman Pinschers, German Shepherds, Siberian Huskies, Alaskan Malamutes, Akitas, American Staffordshire Terriers, Boxers, Great Danes, Wolf-Hybrids, Perro de Presa Canarios, or any dog that has any of the above breeds in their lineage.

A. You must register your pet at the Community office, provide a picture of the pet, certification the pet has received all necessary inoculations, and the pet has been neutered or spayed. A certificate from the vet is required. The Town license number for the dog (or cat if required) must also be provided. Certification must be kept current.

B. You must provide a copy of a current Homeowner liability insurance policy that indicates you have insurance in case your dog or cat bites, or destroys someone's property.

C. Your pets must be in your home or leashed with you in attendance at all times. This includes both dogs and cats. The animals cannot be tied out in the yard without you present. In no case can the pet run loose; this includes cats.

D. Dog houses, dog or cat runs, fences-- including invisible fences--or cages outside, are not permitted.

E. You must clean up your dog or cat's waste, both on your lot and the common areas such as streets, walking paths, other people's lawns, etc. Please be respectful of other people's yards and flower beds.

F. Pets are not permitted in the Community Recreation Building. (see Section regarding service animals)

G. If your animal disturbs the neighbors by barking, running loose or other violations of these rules, you will be given a written warning. After three written warnings, you will receive a notice from the Community Manager to remove the pet from the Community.

H. We abide by the Americans With Disabilities Act and other State/ Federal laws that pertain to service animals, therapy animals and emotional support animals. These rules are subject to change as warranted by changes in any applicable laws.

A HUD Interpretive Bulletin issue in 2019 is given as Appendix A

RESPONSIBILITY FOR REPAIRS, PERMITS, FEES, ETC.

1. At the start of any tenancy certain State or Local authorities may require permits, inspections, fees, etc. The homeowner is responsible for obtaining such permits, inspections, and any charges related thereto.

2. In addition, the homeowner is responsible if any actions require permits, approvals, fees, etc. from any Federal, State or Local authority.

3. If any Federal, State or Local authority should require repairs or modernization of any sort to a Home, the homeowner is financially responsible.

4. **Community Management is responsible for all maintenance as described below:**

A. Sewer lines underground as far as the underground trap servicing each home site. The homeowner is responsible for any sewer repairs caused by the use of wipes or similar products flushed in the sewer. Only toilet paper should be flushed.

B. Water lines Community responsibility ends at the underground water shut off for each home. underground

C. Electrical: The Community (or Central Maine Power) is responsible only to the meter pedestal or to the meter located on the home. The electrical cables from the breaker box in the home to the meter are the homeowner's responsibility.

D. Oil tank and oil lines are the homeowner's property and responsibility. A homeowner must check their oil line and tank periodically (at least annually) to make sure there are no leaks. Any oil spill or leak must be reported to the Community Management and DEP immediately. Immediate clean- up is the responsibility of the homeowner and must be done. Upon discovery of any petroleum contamination on or near the Community, the Homeowner must cooperate fully to identify the source of the contamination and permit cleanup of the contamination.

E. Propane Tanks and lines must be inspected and checked for leaks at least annually. If the smell of propane is detected inside the home, you must immediately vacate and call the propane company and the Scarborough Fire Department if necessary from outside the home.

F. The Homeowner is responsible for any damage done to Community property by the homeowner, guests, or any outside service agent who performs a service of any kind for the Homeowner. This includes but is not limited to: electricians, plumbers, fuel delivery people, any service people, furniture delivery people, etc. Outside service people are required to provide a certificate of liability insurance to Community Management to be kept on file. It is the homeowner's responsibility to ask that the service person provide this to the Community Management before beginning any work in the Community.

CARE OF HOMES

A. All homes must be maintained in a safe and sanitary condition and in good repair.

B. The exterior of the homes, stairs and sheds shall be kept neat, clean and properly painted with approval from Community Management regarding any change in appearance. Any change to the exterior color of a home or adjacent structure must have approval from the Community Manager. Community Management reserves the right to require any repairs, maintenance or improvements it deems necessary.

C. Plumbing must be kept in good repair and any leaks must be fixed immediately. If a substantial leak exists, Community Management reserves the right to shut off the water until repairs have been completed. Water is a valuable resource and every effort must be made to insure its proper use. The practice of letting water run to prevent pipes from freezing is absolutely prohibited (and may cause more damage to drain lines than the cost of plugging in the newer type heat tapes).

D. Heat tapes to prevent water pipes from freezing must be checked annually. Any heat tape must be "Frostex" or similar material and have a fuse plug attached. It is very important

that the homeowner make sure your heat tape has a fuse plug. We recommend that older heat tapes be replaced immediately. Residents should consult with Community Management or a certified Manufactured Housing Repair person if your heat tape needs replacing.

E. Water meters are installed on each home. Water meters are read periodically and billed to the homeowner/resident by the Community Management. The rate per cubic foot is the same as charged by the Portland Water District for residential rates in Scarborough. The water payment is due when the next rent payment is due. The homeowner is responsible for making sure the heat tape on the meter is operating during the winter months to avoid damage to the meter. If you go away for a long period of time and have your home winterized, make sure the water meter is winterized to avoid freezing. You are responsible for any damage to the meter other than mechanical breakdown.

F. If a home, garage or utility building is damaged by fire, windstorm or any other cause the building must be repaired or removed from the Community within fifteen days. This cost is the resident's responsibility regardless of when the insurance company promises settlement. If the homeowner is unable to remove the home, garage or utility building, the Community Management may have the home and/or building removed at the owner's expense.

G. The Community **DOES NOT** cut trees down unless they are diseased or deemed dangerous. If a healthy tree falls due to a windstorm, hurricane or other Act of God, **YOUR** homeowner's insurance must be notified. The community is not responsible and does not provide insurance coverage for this type of event. If you suspect a tree is diseased or dangerous, please promptly report it to Community Management. We will have our arborist examine the tree and, if considered a problem, will remove the tree or trim it as needed.

METAL ROOFING

Prior to having a metal roof installed, a homeowner must contact the office with the design, color and installer's name and a copy of their liability insurance coverage. The Community Manager reserves the right to refuse to allow certain colors. The installer must be licensed by the Manufactured Housing Board.

ADDITIONS

An addition to a Home, which may include, but is not limited to, any modification or change in the structure of walls, floors, or roof of the home is permitted as long as such additions

conform to the local building code, are approved by the appropriate local authority and authorized in writing by Community Management. An addition may not interfere with any abutting homesite or open space etc. of the community. In some cases the homeowner may be required to hire a structural engineer, at the homeowner's expense, to determine load bearing limitations or other issues. All additions must be of a design compatible with the Home and be vinyl sided to blend with the Home.

CARPORTS

Carports are not permitted.

UTILITY BUILDINGS

A maximum of one utility building is generally allowed per Homesite, subject to approval of Community Management. Because of the variation in lot sizes, a homeowner must check with the Community Management about the maximum size permitted on a particular homesite. In no case can the maximum size exceed 10 ft x 12 ft with a maximum height of 8 ½ ft at the peak. All utility buildings must be sided with vinyl siding, shingles and shutters to match the Home. The design of the utility building must be in harmony with the Home and the other buildings in the Community. Prior to construction, a design sketch or picture must be submitted to Community Management for it's approval. "Homemade" utility buildings or sheds are not permitted. Any existing shed that has deteriorated or is not in good repair or is an eyesore must be removed from the Community when notice is given by Community Management. Before any home can be resold in the Community, the utility building must meet this standard or must be removed. Utility buildings cannot be constructed or assembled in the Community. They must be built elsewhere and then brought in completed and placed on the Homesite. When a garage is included at the homesite, a shed will not be permitted. Existing homes that are to be resold in the community that have both a shed and an attached garage must remove the shed prior to listing the home for resale in the community.

SKIRTING

All Homes requiring skirting by Community Management must be skirted within thirty (30) days. An exception to the time requirement may be granted by Community Management, at its discretion, because of weather conditions. Before an exception is granted, management may require that a written contract be shown for the skirting installation. Unless otherwise authorized by Community Management, skirting must be white vinyl "T-Lock" type and be installed by a qualified installer. Approval of the material must be obtained from Community Management. Painted skirting is not permitted. At the time the skirting is installed, the "hitch" on the home must be removed. After installation, the skirting must be maintained in good repair. Written

notice will be sent to the Homeowner by the Community Management if repairs are needed. Skirting must be vented to avoid condensation build up under the home. It is the Homeowners responsibility to ensure that the clothes dryer vent is properly vented to the exterior of the skirting. This vent must be checked annually to prevent condensation and potential subsequent damage underneath the home.

STAIRS

All stairs must meet local building codes and be approved by Community Management. Metal stairs are not permitted. Stairs must be kept painted or stained and in good repair. Each home must have a set of stairs with railings at each exterior door.

SWIMMING POOLS/ HOT TUBS

1. Swimming pools are not permitted. This includes "kiddie" pools.
2. Hot Tubs are not permitted.

FENCES

Fences are not permitted. This includes "invisible" pet fences and garden fencing.

CLOTHESLINES

Umbrella type clothes lines only are permitted, installed at a location approved by Community Management. You must contact Community Management prior to installation to ensure underground wires, plumbing, etc. are not damaged.

HOUSEHOLD TRASH REMOVAL

Trash pickup is provided once a week on a day designated by Community Management. Only household trash will be picked up. We cannot accept any metal, wood or tires. Medical waste and equipment must be appropriately disposed of – for example, needles must be disposed of in designated protective containers.

Homeowners are required to have plastic trash containers with covers. The trash containers must be kept in a home's utility building or garage. If a home does not have a utility building or garage, the trash container must be kept out of sight from the road fronting the Home.

On the morning of trash pick-up, **before 7:00 a.m.**, place your bagged trash in their trash covered trash containers at the end of your driveway for pick-up. We require that trash be left in covered trash cans so the birds and other animals cannot get into it. Do not put trash out the night

before. If animals get into a home's trash, the occupants of the home are responsible for cleaning it up immediately. This applies if the bags are broken, split or torn in any way. We will not pick up any trash that is not in plastic trash bags located in a covered trash container. . Trash cans must be removed by the evening of pick-up day.

If you have items other than normal household trash, please call the Public Works Department in Scarborough to find the nearest disposal location. We do not provide disposal for items other than normal household trash. Violation of these trash disposal rules will result in your trash not being collected by Community Management. Three violations within one year will result in eviction proceedings to commence.

STORAGE

All items must be stored either inside Home, the Home's garage or the Home's utility building. This includes, but is not limited to: lawnmowers, snow blowers, fireplace wood, off season outdoor lawn furniture, etc. Outside storage is not permitted. Tarps covering items in a yard are not permitted.

BOTTLED PROPANE GAS AND FUEL OIL

The Homeowner may purchase bottled propane gas, fuel oil or any other service or supply from the vendor or person of his or her choice, except if a vendor, supplier or home delivery service violates the traffic regulations of the Community, or any other regulations, unduly disturbs the peace and quiet of the residents or the community, or violates any local or state regulation or law, then such person may be prohibited or otherwise restricted from entering the Community. It is the homeowner's responsibility to provide all outside vendor's liability insurance certificates to the Community management.

MOTOR VEHICLES, BOATS, RECREATIONAL VEHICLES, etc.

A. Only registered motor vehicles in good condition may be kept in the Community. Unregistered vehicles or junk vehicles are not permitted within the Community and will be towed at the resident's expense.

B. No unlicensed person may operate a vehicle within the Community.

C. Unregistered vehicles cannot be operated within the Community.

D. Vehicle repairs or maintenance (oil change, tune up, vehicle washing, etc.) is not permitted in the community.

E. Any vehicle that leaks oil or gas within the Community (including on a Homesite) will be towed immediately from the Community property at the resident's expense and any damage will be billed to the resident. You will be responsible for the cost to restore the driveway or street and the underlying ground to its condition prior to the leakage.

F. The speed limit in the community is 15 MPH.

G. Registered motorcycles will be allowed in the Community. They must be equipped with an adequate muffler system and be operated in a quiet and safe manner.

H. If any vehicle or motorcycle causes a disturbance within the Community due to its method of operation or noise level, the right to operate it on Community property may be revoked by Community Management.

I. Commercial Vehicles are not permitted to be kept in the Community without express permission from the Community Management. Permission will not be given for any commercial trucks larger than a pickup truck or for any vehicle that would, in the opinion of management, cause any inconvenience to others.

J. RECREATIONAL VEHICLES

1. Campers, motor homes, or other recreational vehicles may NOT be kept in the community. Any guests with campers or motor homes must not park them in the community overnight.

2. Trail bikes, mini-bikes, ATVs, UTVs, snowmobiles, go-karts, etc. may NOT be operated or stored in the community.

3. Boats may NOT be stored in the community.

PARKING

Off street parking is provided at each home, for one or two vehicles. Vehicles may **not** be parked on the street or on the lawn. Vehicles which extend into the street may be towed at its owner's and/or the resident's expense. Any vehicle parked in an unauthorized area will be towed at the owner's expense.

SNOW REMOVAL AND PLOWING

During snow plowing and removal operations, visibility is often very poor. All residents and guests shall stay clear of snow plows and heavy equipment. If you encounter a plow truck or other equipment during snow removal operations STAY CLEAR -DO NOT ATTEMPT TO PASS UNTIL YOU ARE SIGNALED TO DO SO BY THE EQUIPMENT OPERATOR. Once the operator sees you he/she will come to a complete stop and signal you by hand, or if at night, by flashing lights several times. Never assume the operator can see you. Avoid walking at night during snow storms.

A. You are responsible for the removal of snow and ice in your driveway and walkways.

B. Please park your car as far in your driveway as possible. To avoid snow overflow, do not park at the end of your driveway or on the street.

C. If you hire us to plow and/or shovel, plowing of driveways and shoveling starts only after the streets are plowed.

D. After we have finished plowing the streets, we will first cuff out the ends of the driveways. Once all of the driveways on our list have been cuffed, we will return to finish clearing the driveway.

E. If you hire us to shovel, paths to your fuel tank or sheds may not be done until the next day.

F. If you hire us to plow and you need to leave early for work, please let us know at the office and we will do our best to get you out as soon as possible!

G. If you want to cancel your pre-scheduled plowing for the winter, you cannot be added back on until the next winter.

H. Please do not stop the plow trucks and ask them to plow or shovel. They have a list provided by the office and cannot add people or accept money. Any and all changes must be made through the office.

I. If you hire an outside plow person to plow or shovel, please instruct them not to put the snow in the street. It will only get plowed back, and you will be charged if we observe this happening.

J. The plowing of your driveway and shoveling your walkways does not mean they are free from snow and ice. Both may be slippery and dangerous for walking and/or driving. Please be careful and remember we are in Maine.

K. If you have a complaint or a compliment about the plowing, please call Theresa or Tina (883-2512).

SATELLITE DISHES

One (1) satellite dish is permitted on your home. The location must be on the house itself and must be approved by the Community Manager prior to installation. We do not allow satellite dish installation on a shed or in the ground. If you change satellite providers, the old satellite dish must be removed at the time that the new satellite dish is installed, If your new satellite dish installer will not remove the old satellite dish, you must find someone to do this for you prior to the installation of the new satellite dish.

FEES

A. Rent is due and payable the first three working days of the month. A payment of rent is considered late if it is not made by the 15th of the month. A late fee equal to 4 % of the monthly lot rent will be assessed after the 15th day of the month. If you pay your lot rent late (3) times or more in a calendar year, you and your home will be evicted from the Community as permitted by Maine law.

B. Any check returned by the bank for insufficient funds or any other reason will be subject to a $50 fee. The second incident will require that all rent and charges be paid by cashier's check, money order or cash.

C. The water bill for your home must be paid within thirty days of the billing date. After 30 days, a notice will be sent and if the charge remains unpaid for sixty days, the resident will be subject to eviction.

D. Any charge for service must be paid within thirty days or an interest charge may be added to your account. If unpaid after thirty days, it will be considered a violation and reason for eviction.

E. An application fee of $100.00 will be charged each prospective resident.

F. There will be an administrative fee charged at the time of the inception of any tenancy of two times the monthly rent. This **does not** cover your first two months' rent, and is not a security deposit.

G. Property taxes on your home are due to the **TOWN OF SCARBOROUGH**. You will be billed directly by the Town, and are responsible for any and all charges.

SELLING THE HOME

Community Management is in the process of a long term modernization and renovation of the Community. From time to time, older and smaller lots will be combined into modern sized lots, or eliminated. We will make every effort to do this only when a Home is put up for sale.

All charges and fees identified in the Community Rules are the obligation of the homeowner and must be paid in full before the Home can be sold, removed from the Community or occupied by a new homeowner or resident. This provision is subject to 10 MRSA 9093 if homeowner or home occupant is a lien holder.

A. The Community Manager must be notified in writing of your intent to sell the Home.

B. The Homeowner must be available for an inspection of the exterior of the Home, the Homesite and any utility building, etc. This inspection will take place within ten business days of Community Management's receipt of the letter of intent to sell.

C. To be sold and remain in Hillcrest, any Home must meet the standards presently adopted by the Maine Manufactured Housing Board, titled "Used Manufactured Home Standard" a copy of which is available at the Community office. Sale shall not occur prior to a satisfactory inspection. Compliance with these standards shall be satisfactory to the Community Management, and compliance pursuant to Maine law (10 M.R.S.A. §9094, B.2., as amended or replaced) shall be deemed satisfactory compliance.

D. Any Home being listed for sale must meet all other standards of the Community relating to skirting, stairs, additions, etc. prior to being resold in the Community.

E. Any Home less than 11'6" from outer wall to outer wall, measured at the floor level, must be removed from the Community upon resale.

F. Aesthetic Appearance: Any Home sold in the community must have residential vinyl siding and shingle pitched roof, both in good condition.

G. Community Management will provide the Homeowner with a written inspection report within ten working days. This report will do one of the following:

   a. Approve the Home for resale in the Community.

   b. Require that certain repairs be made before the Home may be sold in the Community;

c. Refuse permission for resale and continued occupancy and require that the Home be removed from the Community when resold.

H. In the event repairs are deemed necessary by the Community Management, an itemized list will be given. No prospective purchaser of any home may apply for tenancy until the required repairs are completed to the satisfaction of the Community Management.

I. Any Homeowner wishing to sell their Home and have it stay in the Community must provide any prospective purchaser with a copy of all of their inspection reports.

J. At the time of Community Manager providing an inspection report which approves resale an application for tenancy will be provided to the Homeowner to give to any prospective purchaser.

K. Any prospective purchaser wishing to apply for tenancy in the community must apply in writing on the Community Manager's approved application form. Community Management will give any prospective tenant a decision within ten working days.

L. All factors that in Community Management's opinion could influence any applicant's desirability as a tenant will be considered. These factors include, but are not limited to: credit history, adequacy of income, past residential history, criminal convictions and whether in Community Management's opinion, the applicant complies with the requirements for tenancy.

M. Any Homeowner wishing to sell their Home may advertise it for sale: The Homeowner has the right to place up to two "For Sale" signs on their Home subject to the following restrictions:

a. Any "For Sale" sign may contain only the words "For Sale" and the name and phone number of the listing agent.

b. A "For Sale" sign may not exceed 400 square inches in size.

c. There is a maximum of two "For Sale" signs allowed.

d. "For Sale" signs may be placed only on the home itself. Signs may not be placed on trees, porches, sheds, or on self-standing posts on the lawns.

e. Open House Signs may not be placed at the entrance to the Community or any location other than on the home itself.

f. Community approval forms that lenders or others request for closing that must be submitted at least seven working days in advance. These forms are subject to Community Owner(s) approval and are signed at their discretion.

The above described application for tenancy and the procedure for selling must be followed.

Reasons for Eviction: (Listed in Maine Statute Title 10 Chapter 953)

1. Eviction of tenant. A tenancy may be terminated by a park owner or operator only for one or more of the following reasons:

A. Nonpayment of rent, utility charges or reasonable incidental service charges, except that no action for possession may be maintained if, prior to the expiration of a notice to quit, the tenant pays or tenders all arrearages due plus 5% of the outstanding rent or a maximum of $5 as liquidated damages

B. Failure of the tenant or the tenant's cohabitees, guests or invitees to comply with local ordinances or state or federal law, rules or regulations relating to mobile homes or mobile home parks, as long as the tenant first is given written notice of failure to comply with those restrictions and a reasonable opportunity to comply with the restrictions; [

C. Damage by the tenant or the tenant's cohabitees, guests or invitees to the demised property, except for reasonable wear and tear;

D. Repeated conduct of the tenant or the tenant's cohabitees, guests or invitees upon the mobile home park premises that disturbs the peace and quiet or safety of other tenants in the mobile home park

E. Failure of the tenant or the tenant's cohabitees, guests or invitees to comply with reasonable written rules of the mobile home park as established by the park owner or operator in the rental agreement at the beginning of the tenancy or as subsequently amended, as long as the tenant first is given written notice of failure to comply and a reasonable opportunity to comply with those rules

F. Condemnation or change of use of the mobile home park, as long as, in the case of change of use, one year's notice is given in writing to the tenant, unless at the beginning of the tenancy the tenant is given notice of the scheduled change of use

G. Renovation or reconstruction of any portions of the park, if:

(1) In the case of a temporary eviction, the park owner or operator:

(a) Gives affected tenants 30 days' notice in writing, unless the temporary eviction is necessary to correct conditions posing an immediate threat to one or more tenants' health or safety; and

(b) Pays the removal and relocation costs of tenants, except for those tenants who agree otherwise in a signed writing separate from the lease; or

(2) In the case of a permanent eviction, other than an eviction due to reconstruction or renovation required by a federal, state or local governmental body, of one or more mobile homes currently located in the park, the park owner or operator:

(a) Gives each tenant one year's notice in writing; or

(b) To each tenant for whose home the park owner has found a reasonable alternative location acceptable to the tenant, gives 6 months' written notice and pays removal and relocation costs;

H. Under terms and expressed conditions in the original lease or rental agreement that is entered into by the tenant and landlord;

I. Violation by a tenant or the tenant's cohabitees, guests or invitees of paragraph A, B or E, 3 or more times in a 12-month period, notwithstanding the fact that the tenant in each case corrected the violation after being notified of the violation by the park owner or operator. For purposes of termination under this paragraph, the tenant or the tenant's cohabitees, guests or invitees must have engaged in at least 3 separate instances of misconduct.

LEGAL

A. It is the responsibility of each homeowner and/or resident of Hillcrest, not to cause either directly or indirectly any damage to the reputation or good name, of the Community. This prohibition includes past conduct or actions, which may years later cause current harm to the reputation of the Community as a safe and desirable place to live or impact, in any way, the value of the community as a whole or the value of other residents' manufactured homes.

B. It is the responsibility of each homeowner or resident not to directly or indirectly cause any damage to the peace and quiet enjoyment of their home by any other resident of the community.

C. If a violation of this clause occurs, the resident will be notified and given a reasonable period of time to correct any damage or prevent any future injury to the overall good name of Hillcrest and the economic value of the Community and other individual homes in the community. If the harm cannot reasonably be corrected, the notice to correct will specify the minimum period required by law.

If any possible harm to the reputation or good name of the Community is fully disclosed at the time of the original application for tenancy in the Community, the homeowner or resident responsibility under this clause for the harm or potential damage may be considered waived. Any such waiver must be in writing and the terms stated with particularity at the time of the original acceptance of tenancy by the community management.

The residents hereby agree to indemnify and hold lessor harmless for all liability, loss or damage arising from any negligence or nuisance made or suffered on the rented premises by tenant, his or her family, friends, relatives, invitees, visitors, agents or servants. The home, vehicles or other chattel belonging to the occupants living in the community or being on the premises shall be at the sole risk of the renter. The landlord shall not be liable for any damage, loss of property of any kind which may be stolen, damaged or destroyed by fire, water, steam, defective refrigeration or otherwise while on the rented premises or in any storage space within the home or the rented site.

THE RESIDENTS SHALL SAVE AND HOLD HARMLESS THE LESSOR FROM ANY DAMAGE CAUSED BY FIRES, LOST OR STOLEN PROPERTY, PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS WHICH RESULT TO RESIDENTS OR THEIR GUESTS' PERSON OR PROPERTY. FURTHER, RESIDENT AGREES TO CARRY SUFFICIENT AMOUNTS OF PROPERTY AND LIABILITY INSURANCE TO PROVIDE FOR THESE CONTINGENCIES AND ANNUALLY PROVIDE A COPY OF THE INSURANCE CERTIFICATE TO THE COMMUNITY MANAGEMENT.

D. If any of these requirements are held, at any time, to be invalid it shall not affect any other part of the requirements. A waiver of any rule by the management should not be construed as a waiver of any other term, provision or condition of said rules or consent to any other subsequent waiver.

VIOLATIONS

Violations of these rules, any amendment to these rules, or the State law, as revised, will be processed according to Maine law. Enforcement of these requirements is the responsibility of the management. Please report any violation. Any violation must be corrected within a reasonable amount of time. The management will specify the time available for correction. This time period will be dependent on the nature of the violation. If any violation is not corrected within the period allowed, the Community Management will consider the agreement between the parties abrogated and evict the homeowner as soon as legal process allows. Repeated violation of the requirements by a resident will be cause for starting eviction proceedings without notice or opportunity to cure the violations.

AMENDMENTS

Amendments to these requirements may be made from time to time by Community Management. A copy of any amendment to these requirements will be provided to all Homeowners. Any such change will become effective as soon as State statute allows.

Mailing Address:
Hillcrest Retirement Community
c/o State Manufactured Homes, Inc.
126 U.S. Route #1
Scarborough, Maine 04074
(207) 883-2512

Emergency After Business Hours Phone Numbers:
Tina Smith (207) 329-7116 (Cell)
Gordon Smith (207) 756-0357(Cell)
Jacob Smith (207) 756-4630 (Cell)

TITLE 10 CHAPTER 953

NOTE: All references to mobile home shall mean and include manufactured home, mobile home park shall mean and include manufactured housing community

TITLE 10. COMMERCE AND TRADE
PART 11. HOUSING
CHAPTER 953. REGULATION OF MOBILE HOME PARKS; LANDLORD AND TENANT

THIS DOCUMENT IS CURRENT THROUGH ALL LEGISLATION ENACTED IN 2011
10 M.R.S. § 9091 et seq. (2005)

CHAPTER 953

REGULATION OF MOBILE HOME PARKS; LANDLORD AND TENANT

§9091. Definitions

As used in this chapter, unless the context otherwise indicates, the following terms have the following meanings. [PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §2 and Pt (AMD).]

1. Mobile home. "Mobile home" means a structure, transportable in one or more sections, which:

A. Is 8 body feet or more in width and 32 body feet or more in length; [PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Is built on a permanent chassis; [PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities; and [PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. Includes the plumbing, heating, air- conditioning and electrical systems contained in the structure. [PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

2. Mobile home park. "Mobile home park" means any parcel of land under single or common ownership or control which contains, or is designed, laid out or adapted to accommodate 2 or more mobile homes.

[PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

3. Normal wear and tear. "Normal wear and tear" means that deterioration which occurs, without negligence, carelessness, accident or abuse of the premises or equipment by the tenant, members of the tenant's household or their invitees or guests. The term does not include sums or labor expended by the landlord in removing articles abandoned by the tenant, such as trash, from the premises.
[PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

4. Security deposit. "Security deposit" means any advance or deposit of money, the primary function of which is to secure the performance of a rental agreement for a mobile home, including premises used solely for the storage or display of mobile homes.
[PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

5. Tenant. "Tenant" means a mobile home owner who rents a parcel of land in a mobile home park.
[PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§B2,C8,C10 (AMD).

§9092. Purchase of equipment

No mobile home park owner or operator may require a resident of the park to purchase from the owner or operator any underskirting, equipment for tying down mobile homes or any other equipment required by law, local ordinance or rule of the mobile home park. [PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Permitted regulations. The park operator may determine by rule the style or quality of the equipment which the tenant purchases from a vendor selected by the tenant.
[PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,C10 (AMD).

§9093. Fees; charges; assessments; rules

1. Duty to disclose. A mobile home park owner or operator shall disclose fully in writing all fees, charges, assessments and rules before a mobile home dweller assumes occupancy in the park.

[PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

2. Increases or changes. The park owner or operator must give at least 30 days' written notice to all tenants before changing any rules or increasing any fees, charges or assessments.
[PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

3. Failure to disclose charges. If the park owner or operator fails to fully disclose any fees, charges or assessments, those fees, charges or assessments may not be collected. The owner or operator may not use the mobile home dweller's refusal to pay any undisclosed charge as a cause for eviction in any court.
[PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

4. Rental payments. A mobile home park owner or operator may establish a park rule to require that all rental payments and other fees due to the mobile home park owner or operator be paid in full before the home is removed from the park, sold or occupied by a new tenant or owner. If the owner or occupant is a lienholder who has informed the mobile home park owner or operator of its lien on the home pursuant to section 9097, subsection 2-B, the terms of that subsection apply.
[PL 1999, c. 207, §1 (AMD).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,C10 (AMD). PL 1995, c. 365, §1 (AMD). PL 1999, c. 207, §1 (AMD).

§9094. Restrictions on sale or removal of mobile homes

1. Park acting as agent; advertising. No mobile home park owner or operator may:

A. Exact a commission or fee with respect to the price realized by the seller of the mobile home unless the park owner or operator has acted as agent for the mobile home owner in the sale under a written contract; [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Require as a condition of tenancy or continued tenancy that a mobile home owner designate the park owner or operator or any other individual or agent to act as agent for the mobile home owner in the sale of the mobile home; or [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Restrict in any manner the reasonable advertising for sale of any mobile home in that park, except that the mobile home owner shall notify the park owner or operator before placing a "for sale" sign or other form of advertising within the mobile home park. [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 1989, c. 104, Pt. B, §3 (RPR); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

2. Rules. No mobile home park owner or operator may require a mobile home to be removed from the park except pursuant to a rule contained in the written copy of park rules given to the tenant under section 9097, subsection 4. The rules shall clearly describe the standards under which the park owner or operator may require a tenant to remove a mobile home from the park.

A. These standards shall specify, but are not limited to, fair and reasonable rules governing the conditions of:

(1) Protective exterior coating or siding;

(2) Roof;

(3) Windows and doors;

(4) Plumbing, heating and electrical systems;

(5) Anchoring system;

(6) Skirting around the base;

(7) Steps and handrails;

(8) Porches, decks or other additions to the home and the exterior structure;

(9) Width of home, if less than 11 feet, 6 inches;

(10) Aesthetic appearance;

(11) Smoke detectors wired into the electrical system; and

(12) Other aspects of the structural safety or soundness of the home. [PL 1989, c. 104, Pt. B, §3 (RPR); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The park owner or operator has the burden of proof to show that the mobile home does not meet the standards of the rules adopted under this subsection. [PL 1989, c. 104, Pt. B, §3 (RPR); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B-1. [PL 1989, c. 678, §1 (NEW); MRSA T. 10 §9094, sub-§2, ¶ B-1 (RP).]

B-2. At the time of sale or change in the principal occupant of a mobile home, the mobile home park owner or operator may require the owner of the home, if built before June 15, 1976, to provide evidence that the home meets the Manufactured Housing Board's standard for used manufactured housing. The mobile home owner may demonstrate compliance with the standard by providing the park owner or operator with a report signed by the following persons and indicating that the home complies with the standard's specifications regarding those aspects of the home inspected:

(1) A licensed electrician who inspected the home's electrical system;

(2) A person licensed to repair the home's heating system who inspected the home's heating system; and

(3) A certified professional engineer who inspected the home for safety and structural soundness.

Signature of the report may not be construed for any purpose as an endorsement that the home meets provisions of the standard other than those for which the inspection was conducted. A park owner who receives a signed report indicating that the home complies may not require removal of a home under this section on the basis of fire safety or the safety of the home. [PL 1993, c. 642, §39 (NEW).]

C. No aesthetic standard may be applied against the mobile home if the standard relates to physical characteristics such as size, except as provided in paragraph A, subparagraph (9), original construction materials or color which cannot be changed without undue financial hardship to the mobile home owner. [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. Neither age of the mobile home nor the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, United States Code, Title 42, Chapter 70, shall by themselves be a sufficient standard for a park owner or operator to require removal of a mobile home. [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

E. No mobile home park owner or operator may be liable for any claim or any damages of any kind arising from the presence in the park of a mobile home manufactured before June 15, 1976. [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

F. The Manufactured Housing Board, in conjunction with the State Fire Marshal, the Department of the Attorney General, representatives of the manufactured housing industry, representatives of mobile home park owners or operators and representatives of mobile home owners and tenants, shall develop recommendations concerning the standards for rules covered by this subsection. The recommendations shall include standards designed to ensure the safety of the mobile home and its occupants, while being objective and measurable to provide for enforcement. The recommendations shall be made to the joint standing committees of the Legislature having jurisdiction over legal affairs and business legislation by January 15, 1990. [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

F-1. The Manufactured Housing Board shall adopt rules under Title 5, chapter 375, establishing a used manufactured home standard no later than December 1, 1990. The standard must cover all equipment and installations in the construction, the plumbing, heat-producing and electrical systems and fire safety of used manufactured homes that are designed to be used as dwellings. The standard must seek to ensure that used manufactured homes do not present an imminent and unreasonable risk of death or serious personal injury. [PL 1989, c. 678, §2 (NEW).]

F-2. The Manufactured Housing Board shall report to the joint standing committee of the Legislature having jurisdiction over legal affairs on the implementation of paragraph B-1 and any changes to the used manufactured home standard no later than January 1, 1992. [PL 1989, c. 678, §2 (NEW).]

G. [PL 1989, c. 678, §3 (RP).]

[PL 1993, c. 642, §39 (AMD).]

3. Buyer's right of rescission. The buyer of a mobile home located in a mobile home park may rescind the contract for the purchase of the mobile home within 30 days of execution of the contract if:

A. At the time of entering into the contract, the seller or the seller's agent represented to the buyer or the buyer's agent that the mobile home may remain in that mobile home park; and [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The buyer is not permitted to keep the mobile home in that mobile home park or the buyer is not accepted as a tenant in that mobile home park. [PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 1989, c. 104, Pt. B, §3 (NEW); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

4. Interference with sale. A mobile home park owner may not unreasonably interfere with or discourage a tenant's attempt to sell a mobile home situated on a park lot.

[PL 1997, c. 213, §1 (NEW).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §B3 (RPR). PL 1989, c. 104, §§C8,C10 (AMD). PL 1989, c. 678, §§1-3 (AMD). PL 1993, c. 642, §39 (AMD). PL 1997, c. 213, §1 (AMD).

§9094-A. Restrictions on sale when a mobile home park is sold

1. Notice of offer to purchase the mobile home park. Except as provided in subsection 3, if the owner of a mobile home park receives an offer to purchase the mobile home park and the park owner intends to accept that offer, the owner shall give 45 days' written notice to tenants of the mobile home park. The notice must indicate that the owner has received an offer to purchase the mobile home park and that the owner intends to accept that offer. During the 45-day notice period, the owner may not execute a contract for the purchase and sale of the mobile home park. The owner must mail by regular mail a separate notice to each park tenant. [PL 1989, c. 768 (NEW).]

2. Option contract. Nothing in this subsection prohibits the owner of a mobile home park from obtaining at any time from a buyer an option to sell the mobile home park if:

A. The option does not bind the owner who obtains the option to sell the park to the buyer; and [PL 1989, c. 768 (NEW).]

B. The option of the owner may not be exercised prior to expiration of the 45-day notice provided for in subsection 1. [PL 1989, c. 768 (NEW).]

[PL 1989, c. 768 (NEW).]

3. Exception; no change of use for 2 years. The owner of a mobile home park may sell the park without notifying tenants in the manner provided by subsection 1 if the purchase and sale agreement for the mobile home park provides for a deed containing a covenant, enforceable by tenants of the mobile home park, that forbids the purchaser from changing the use of the mobile home park for 2 years after the transfer.

[PL 1989, c. 768 (NEW).]

4. Enforcement. A mobile homeowner, group of mobile homeowners or a mobile homeowners' association aggrieved by a violation of this section may bring an action in Superior Court against the violator for injunctive relief, damages and attorney's fees.

[PL 1989, c. 768 (NEW).]

5. Supplemental notice and use restrictions. Nothing in this section prohibits the owner of a mobile home park from providing notice or establishing use restrictions in addition to those required under this section.

[PL 1989, c. 768 (NEW).]

SECTION HISTORY

PL 1989, c. 768 (NEW).

§9095. Restrictions on the purchase of fuel oil or bottled gas

Except as provided in subsection 1, no mobile home park owner or operator may require, as a condition of tenancy or continued tenancy, that a mobile home owner or dweller purchase fuel oil or bottled gas from any particular fuel oil or bottled gas dealer or distributor. [PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Centralized distribution system. This section does not apply to a mobile home park owner or operator who provides a centralized distribution system for fuel oil or bottled gas, or both, for residents in the park. No mobile home park owner or operator who provides such a centralized distribution system may charge residents more than the average retail price charged by other retail distributors for fuel oil or bottled gas in the county in which the mobile home park is located.

[PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,C10 (AMD).

§9096. Space for purchaser of mobile home from owner of park

A tenancy or other estate at will or lease in a mobile home park may not be terminated solely for the purpose of making the tenant's space in the park available for a person who purchased a mobile home from the owner of the mobile home park or the owner's agents. [PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,C10 (AMD).

§9097. Terms of rental agreement

1. Eviction of tenant. A tenancy may be terminated by a park owner or operator only for one or more of the following reasons:

A. Nonpayment of rent, utility charges or reasonable incidental service charges, except that no action for possession may be maintained if, prior to the expiration of a notice to quit, the tenant pays or tenders all arrearages due plus 5% of the outstanding rent or a maximum of $5 as liquidated damages; [PL 1997, c. 27, §1 (AMD).]

B. Failure of the tenant or the tenant's cohabitees, guests or invitees to comply with local ordinances or state or federal law, rules or regulations relating to mobile homes or mobile home parks, as long as the tenant first is given written notice of failure to comply with those restrictions and a reasonable opportunity to comply with the restrictions; [PL 1997, c. 27, §1 (AMD).]

C. Damage by the tenant or the tenant's cohabitees, guests or invitees to the demised property, except for reasonable wear and tear; [PL 1997, c. 27, §1 (AMD).]

D. Repeated conduct of the tenant or the tenant's cohabitees, guests or invitees upon the mobile home park premises that disturbs the peace and quiet or safety of other tenants in the mobile home park; [PL 1997, c. 27, §1 (AMD).]

E. Failure of the tenant or the tenant's cohabitees, guests or invitees to comply with reasonable written rules of the mobile home park as established by the park owner or operator in the rental agreement at the beginning of the tenancy or as subsequently amended, as long as the tenant first is given written notice of failure to comply and a reasonable opportunity to comply with those rules; [PL 1997, c. 27, §1 (AMD).]

F. Condemnation or change of use of the mobile home park, as long as, in the case of change of use, one year's notice is given in writing to the tenant, unless at the beginning of the tenancy the tenant is given notice of the scheduled change of use; [PL 1997, c. 27, §1 (AMD).]

G. Renovation or reconstruction of any portions of the park, if:

(1) In the case of a temporary eviction, the park owner or operator:

(a) Gives affected tenants 30 days' notice in writing, unless the temporary eviction is necessary to correct conditions posing an immediate threat to one or more tenants' health or safety; and

(b) Pays the removal and relocation costs of tenants, except for those tenants who agree otherwise in a signed writing separate from the lease; or

(2) In the case of a permanent eviction, other than an eviction due to reconstruction or renovation required by a federal, state or local governmental body, of one or more mobile homes currently located in the park, the park owner or operator:

(a) Gives each tenant one year's notice in writing; or

(b) To each tenant for whose home the park owner has found a reasonable alternative location acceptable to the tenant, gives 6 months' written notice and pays removal and relocation costs; [PL 1989, c. 662 (RPR).]

H. Under terms and expressed conditions in the original lease or rental agreement that is entered into by the tenant and landlord; or [PL 1997, c. 27, §1 (AMD).]

I. Violation by a tenant or the tenant's cohabitees, guests or invitees of paragraph A, B or E, 3 or more times in a 12-month period, notwithstanding the fact that the tenant in each case corrected the violation after being notified of the violation by the park owner or operator. For purposes of termination under this paragraph, the tenant or the tenant's cohabitees, guests or invitees must have engaged in at least 3 separate instances of misconduct. [PL 1997, c. 27, §1 (AMD).]

[PL 1997, c. 27, §1 (AMD).]

1-A. Retaliation. The court may not order the termination of any tenancy if the tenant proves that the eviction action is primarily in retaliation for:

A. The tenant's participation in establishing, or membership in, an organization concerned with landlord-tenant relationships; or [PL 1989, c. 650 (NEW).]

B. The tenant's assertion of any right under this chapter. [PL 1989, c. 650 (NEW).]

[PL 1989, c. 650 (NEW).]

1-B. Abandoned mobile home or manufactured housing. Manufactured housing that is abandoned or unclaimed by a tenant following the tenant's eviction in accordance with this section and section 9097-B must be disposed of by a mobile home park owner or operator as follows. For purposes of this subsection, "manufactured housing" includes all housing described in section 9002, subsection 7 located in a land lease community or mobile home park.

A. After a mobile home park owner or operator obtains a judgment for forcible entry and detainer, the mobile home park owner or operator shall send written notice by first-class mail, with proof of mailing, to the last known address of the tenant with a copy to the lienholder, if known. The notice must set forth the mobile home park owner's or operator's

intent to dispose of the manufactured housing. The notice must advise the tenant and lienholder, if known, that if the tenant or lienholder does not respond to the notice within 14 calendar days the mobile home park owner or operator may dispose of the property as set forth in this subsection. If the tenant or lienholder does respond to the notice, the tenant or lienholder shall take possession of the property within 21 calendar days. Subsection 2-B applies with respect to the rights and responsibilities of the lienholder. [PL 2011, c. 127, §1 (NEW).]

B. If a tenant or lienholder claims ownership of the manufactured housing within 14 calendar days after the notice under paragraph A is sent, the tenant or lienholder shall take possession of the property within 21 calendar days of claiming ownership. If the tenant or lienholder timely claims the property but is not able to move the property within 21 days due to weather or posted road conditions, the mobile home park owner or operator shall allow the tenant or lienholder to remove the property after the 21-day period but the mobile home park owner or operator may charge for any additional costs incurred as a result of the delay. [PL 2011, c. 127, §1 (NEW).]

C. If a tenant or lienholder does not claim ownership of the property within 14 calendar days after the notice under paragraph A is sent or fails to take possession of the property after claiming ownership pursuant to paragraph B, the mobile home park owner or operator may take one or more of the following actions:

(1) Condition the release of the property to the tenant or lienholder upon payment of all rental arrearages, damages, costs of legal fees and costs of storage;

(2) Sell any property for a reasonable fair market price and apply all proceeds to rental arrearages, damages, costs of storage, marketing expenses, legal fees and outstanding taxes. Any balance must be sent to the tenant's or lienholder's last known mailing address and, if returned to the sender, the balance must be forwarded to the Treasurer of State; and

(3) Dispose of any property that has no reasonable fair market value. [PL 2011, c. 127, §1 (NEW).]

[PL 2011, c. 127, §1 (NEW).]

2. Notice. A tenancy in a mobile home park may be terminated only by:

A. The tenant giving at least 45 days' notice of termination to the park owner; or [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The park owner entitled under subsection 1 to the mobile home space giving at least 45 days' notice of termination in writing to the tenant. If the landlord or the landlord's agent has made at least 3 witnessed good faith efforts made on 3 separate days to serve the tenant, service may be accomplished by both mailing the notice by first class mail to the tenant's last known address and by leaving the notice at the tenant's space in the park.

(1) In cases where the reason for eviction is nonpayment of rent, the tenancy may be terminated by 30 days' notice given in the same manner provided that the notice for eviction contains notice of the amount owed and a statement indicating that the tenant can negate the effect of the notice of termination as it applies to rent arrearage if the tenant pays the full amount of rent due before the expiration of the notice.

(2) In cases in which the reason for eviction is one listed in subsection 1, paragraph B, C, D, E, H or I, the 45 days' notice of termination must refer to relevant provisions of the lease or mobile home park rules and must state the reasons for the termination. [PL 1993, c. 211, §1 (AMD).]

[PL 1993, c. 211, §1 (AMD).]

2-A. Notice to lienholders.

[PL 1999, c. 207, §2 (RP).]

2-B. Responsibilities of park operator and lienholder. The responsibilities of the mobile home park operator and the holder of a lien on the tenant's mobile home are as follows.

A. In the event the park operator moves to evict a tenant and there is a lien on the tenant's home, if the holder of the lien has provided the park operator with a notice of the lien and the notice includes the lienholder's mailing address, then prior to evicting the tenant who resides in that mobile home, the park operator shall give notice of the eviction in writing by certified mail to the lienholder at the time the park operator serves the tenant with a notice to quit. Following receipt of this notice from the park operator, the lienholder shall:

(1) Declare, in writing and by certified mail, to the park operator that the lienholder intends to take possession of the mobile home and assume tenancy in the park. The lienholder shall pay to the park operator:

(a) Any arrearage for rent and other recurring monthly fees owed the park operator by the tenant at the time of issuance of the notice to quit;

(b) Rent and other charges that become due subsequent to issuance of the notice to quit. Rent and charges imposed pursuant to this division may not exceed 3 months of those rents and charges; and

(c) Rent and other charges that become due subsequent to the issuance of a forcible entry and detainer or, if no forcible entry and detainer is issued, following abandonment by the tenant or possession of the home by the lienholder; or

(2) Declare, in writing and by certified mail, to the park operator that the lienholder intends to take possession of the mobile home but not assume tenancy in the park. The lienholder also shall:

(a) Pay to the park operator any arrearage for rent and other recurring monthly fees owed the park operator by the tenant at the time of issuance of the notice to quit; and

(b) Remove the mobile home from the mobile home park.

The arrearage for which the lienholder is responsible may not exceed 3 months rent and recurring fees. [PL 1999, c. 207, §3 (NEW).]

B. In the event that the holder of a lien on a mobile home in a mobile home park intends to repossess that home, the holder of the lien shall provide the park operator with a notice that it holds a lien, which notice must include the lienholder's mailing address and shall:

(1) Give notice in writing and by certified mail to the park operator of the lienholder's intent to repossess and that the lienholder intends to leave the mobile home in the park and assume tenancy in the park. The lienholder also shall pay to the park operator any arrearage for rent and other recurring monthly fees owed the park operator by the tenant at the time it takes possession of the mobile home and all rent and other charges that become due subsequent to the time it takes possession of the mobile home; or

(2) Give notice in writing and by certified mail to the park operator of the lienholder's intent to repossess and that it does not intend to leave the mobile home nor assume tenancy in the park. The lienholder also shall pay to the park operator any arrearage for rent and other recurring monthly fees owed the park operator by the tenant at the time it takes possession of the mobile home and all rent and other charges that become due subsequent to the time it takes possession of the mobile home until the lienholder physically removes the mobile home from the park.

The arrearage for which the lienholder is responsible may not exceed 3 months rent and other recurring fees. [PL 1999, c. 207, §3 (NEW).]

Notwithstanding this subsection, the lienholder and the park operator may agree to an alternative arrangement if they so choose.
[PL 1999, c. 207, §3 (NEW).]

3. Fees. The owner of a mobile home park or the owner's agents may not charge any fees to tenants other than charges for rent, utilities, reasonable incidental service charges, entrance fees or security deposits, unless otherwise provided for in the original lease or agreement. The owner of a mobile home park or the owner's agents may not charge any entrance fee, regardless of what that fee is called, to a tenant who is moving into a mobile home currently in the mobile home park that is greater than 2 times the amount of the monthly rent.
[PL 2005, c. 156, §1 (AMD).]

4. Rules. A mobile home park owner may adopt reasonable rules governing the conduct of tenants, if the rules are reasonably related to preserving the order and peace of other tenants and the mobile home park. A park rule may not be unreasonable, unfair or unconscionable. Any rule or change in rent that does not apply uniformly to all park tenants creates a rebuttable presumption that the rule or change in rent is unfair unless the rule or change in rent is made by majority vote of all the members in a resident-owned cooperative. Any park rule that does not comply with this section is void. For purposes of this subsection, "resident-owned

cooperative" means a corporation or other legal entity that owns the mobile home park, the ownership interest in which is held only by residents of the mobile home park.
[PL 1991, c. 738 (AMD).]

5. Tenant to be given copy of rules and applicable laws. Before any rental agreement is entered into, the owner must provide each tenant who resides in the park and all prospective tenants with:

A. A written copy of the rules of the mobile home park; and [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. A written copy of this chapter. [PL 1989, c. 104, Pt. B, §5 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 1989, c. 104, Pt. B, §5 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

6. Enforcement. In addition to any other remedy under this chapter, any mobile home park resident may sue to enforce any provision of this section and the court may award damages or grant injunctive or other appropriate relief.
[PL 1989, c. 104, Pt. B, §6 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

7. Waiver prohibited. No lease or rental agreement, oral or written, may contain any provision by which the tenant waives any rights under this chapter. Any such waiver is contrary to public policy and unenforceable.
[PL 1989, c. 104, Pt. B, §7 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

8. Written or oral rental agreement. Nothing in this section may be construed to permit a park owner or operator to vary the terms of a written or oral rental agreement without the express written consent of the tenant.
[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

9. Rental agreements involving children.

[PL 1989, c. 104, Pt. B, §8 (RP); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

10. Discrimination against tenants with children prohibited. Discrimination against any tenant with children is prohibited in accordance with Title 5, chapter 337.
[PL 2005, c. 683, Pt. B, §7 (AMD).]

11. Breach of warranty of habitability as an affirmative defense. In an action brought by a mobile home park owner to terminate a rental agreement on the ground that the tenant is in arrears in the payment of rent, the tenant may raise, as a defense, any alleged violation of the implied warranty and covenant of habitability provided that:

A. The tenant gave the mobile home park owner, or the owner's agent has received, actual notice of the alleged violation while the tenant was current in rental payments; [PL 1989, c. 687 (NEW).]

B. The park owner or operator unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy the condition; and [PL 1989, c. 687 (NEW).]

C. The condition was not caused by the tenant or another person acting under the tenant's control. [PL 1989, c. 687 (NEW).]

Upon finding that the leased premises is not fit for human habitation, the court shall permit the tenant either to terminate the rental agreement without prejudice or to reaffirm the rental agreement and the court shall assess against the tenant an amount equal to the reduced fair rental value of the property for the period during which rent is owed. The reduced amount of rent owed is to be paid on a pro rata basis, unless the parties agree otherwise, and payments are due at the same intervals as rent for the current rental period. The mobile home park owner may not charge the tenant for the full rental value of the property until the property is fit for human habitation.
[PL 1989, c. 687 (NEW).]

12. Application; mobile homes owned by park. If a park owner or operator owns a mobile home in the mobile home park and rents that mobile home, termination of the tenancy is governed by the terms of the lease. If there is no lease agreement, the tenancy is a tenancy at will and termination is governed by Title 14, section 6002.
[PL 1999, c. 287, §1 (NEW).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§B4-9,C8,10 (AMD). PL 1989, c. 650 (AMD). PL 1989, c. 652 (AMD). PL 1989, c. 662 (AMD). PL 1989, c. 687 (AMD). PL 1991, c. 738 (AMD). PL 1993, c. 180, §1 (AMD). PL 1993, c. 211, §1 (AMD). PL 1995, c. 365, §2 (AMD). PL 1997, c. 27, §1 (AMD). PL 1999, c. 207, §§2,3 (AMD). PL 1999, c. 287, §1 (AMD). PL 2005, c. 156, §1 (AMD). PL 2005, c. 683, §B7 (AMD). PL 2011, c. 127, §1 (AMD).

§9097-A. Unfair rental contracts

1. Illegal waiver of rights. It is an unfair and deceptive trade practice in violation of Title 5, section 207 for a park owner or operator to use a rental agreement or rule that has the effect of waiving a tenant right established in chapter 953 and, if applicable to mobile home park tenants, Title 14, chapters 709, 710 and 710-A. This subsection does not apply when the law specifically allows the tenant to waive a statutory right during negotiations with the park owner or operator.
[PL 1991, c. 361, §1 (NEW); PL 1991, c. 361, §3 (AFF).]

2. Unenforceable provisions. The following rental agreement or rule provisions are specifically declared to be unenforceable and in violation of Title 5, section 207:

A. Any provision that absolves the park owner or operator from liability for the negligence of the park owner or operator or the agent of the park owner or operator; [PL 1991, c. 361, §1 (NEW); PL 1991, c. 361, §3 (AFF).]

B. Any provision that requires the tenant to pay the legal fees of the park owner or operator in enforcing the rental agreement; [PL 1991, c. 361, §1 (NEW); PL 1991, c. 361, §3 (AFF).]

C. Any provision that requires the tenant to give a lien upon the tenant's property, including a tenant's mobile home, for the amount of any rent or other sums due the park owner or operator; and [PL 1991, c. 361, §1 (NEW); PL 1991, c. 361, §3 (AFF).]

D. Any provision that requires the tenant to acknowledge that the provisions of the rental agreement, including tenant rules, are fair and reasonable. [PL 1991, c. 361, §1 (NEW); PL 1991, c. 361, §3 (AFF).]

[PL 1991, c. 361, §1 (NEW); PL 1991, c. 361, §3 (AFF).]

SECTION HISTORY

PL 1991, c. 361, §1 (NEW). PL 1991, c. 361, §3 (AFF).

§9097-B. Entry and detainer

Process of forcible entry and detainer pursuant to Title 14, chapter 709 must be used in mobile home evictions. This process includes mediation under Title 14, chapter 709, subchapter 1. [PL 2007, c. 246, §1 (AMD); PL 2007, c. 246, §6 (AFF).]

SECTION HISTORY

PL 1995, c. 60, §1 (NEW). PL 2007, c. 246, §1 (AMD). PL 2007, c. 246, §6 (AFF).

§9097-C. Penalties for late payment of rent

The owner of a mobile home park or the owner's agents may assess a penalty against a tenant for late payment of rent under this section. [PL 2005, c. 156, §2 (NEW).]

1. Late payment. A payment of rent is late if it is not made within 15 days from the time the payment is due.
[PL 2005, c. 156, §2 (NEW).]

2. Maximum penalty. The owner of a mobile home park or the owner's agents may not assess a penalty for the late payment of rent that exceeds 4% of the amount due for one month.
[PL 2005, c. 156, §2 (NEW).]

3. Notice in writing. The owner of a mobile home park or the owner's agents may not assess a penalty for the late payment of rent unless the owner of a mobile home park or the owner's agents gives the tenant written notice at the time the owner of a mobile home park or the owner's agents and tenant enter into the rental agreement that a penalty, up to 4% of one month's rent, may be charged for the late payment of rent.
[PL 2005, c. 156, §2 (NEW).]

SECTION HISTORY

PL 2005, c. 156, §2 (NEW).

§9098. Security deposits

1. Maximum security deposit. No lessor of a mobile home park lot may require a security deposit greater than 3 months' rent.
[PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

2. Return of security deposit. The following provisions apply to the retention and return of a security deposit.

A. A security deposit or any portion of a security deposit may not be retained to pay for normal wear and tear. [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. A mobile home park operator shall return to a tenant the full security deposit deposited with the landlord by the tenant, with interest in accordance with subparagraph (4) or, if there is actual cause for retaining the security deposit or any portion of it, the mobile home park operator shall provide the tenant with a written statement, itemizing the reasons for the retention of the security deposit or any portion of it, within 21 days after the termination of the tenancy or the surrender and acceptance of the premises, whichever occurs first.

(1) The written statement itemizing the reasons for the retention of any portion of the security deposit must be accompanied by a full payment of the difference between the security deposit and the amount retained.

(2) The mobile home park operator is deemed to have complied with this section if the operator mails the statement and any payment required to the tenant's last known address.

(3) Nothing in this section precludes the mobile home park operator from retaining the security deposit for nonpayment of rent or nonpayment of utility charges which the tenant was required to pay directly to the mobile home park operator.

(4) The amount of interest that must be returned to a tenant must be either the amount that the mobile home park operator has earned on the security deposit if deposited in an individual segregated bank savings account or a reasonable amount of annual interest. For purposes of this subsection, "a reasonable amount of annual interest" means interest calculated at the Federal Reserve Bank, secondary market, annual interest rate on a 6-month certificate of deposit for each year in which the deposit has been held calculated as of the first business day of each year. [PL 2009, c. 128, §1 (AMD).]

C. If a mobile home park operator fails to provide a written statement or to return the security deposit within the time specified in paragraph B, the park owner or operator forfeits the right to withhold any portion of the security deposit. [PL 1987, c. 737, Pt. B,

§1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 2009, c. 128, §1 (AMD).]

3. Wrongful retention; damages; burden of proof. The following provisions apply to the wrongful retention of a security deposit by a mobile home park operator.

A. If the mobile home park operator fails to return the security deposit and provide the itemized statement within 21 days as specified in subsection 2, paragraph B, the tenant must notify the mobile home park operator of the intention to bring a legal action at least 7 days before commencing the action. If the mobile home park operator fails to return the entire security deposit within the 7-day period, it is presumed that the landlord is willfully and wrongfully retaining the security deposit. [PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD); PL 1989, c. 502, Pt. A, §32 (AMD).]

B. A mobile home park operator who willfully retains a security deposit in violation of this chapter is liable for double the amount of that portion of the security deposit wrongfully withheld from the tenant, together with reasonable attorney's fees and court costs. [PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. B, §10 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. In any court action brought by a tenant under this section, the mobile home park operator has the burden of proving that the operator's withholding of the security deposit, or any portion of it, was not wrongful. [PL 1987, c. 737, Pt. B, §1 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. B, §10 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD); PL 1989, c. 502, Pt. A, §32 (AMD).]

4. Return of security deposit to renter. Notwithstanding the definition of "tenant" in section 9091, subsection 5, this section applies to a person who rents a mobile home and rents the mobile home park lot on which the mobile home is located and from whom a mobile home park operator collects a security deposit.

[PL 1991, c. 661, §1 (NEW).]

5. Security deposits. During the term of a tenancy, a security deposit given to a mobile home park operator as part of a residential rental agreement may not be treated as an asset to be commingled with the assets of the landlord. All security deposits must be held in an account of a bank or other financial institution under terms that place the security deposit beyond the claim of creditors of the mobile home park operator, including a foreclosing mortgagee or trustee in bankruptcy, and that provide for transfer of the security deposit to a subsequent mobile home park operator. Upon the transfer of the mobile home park, the new operator shall assume all responsibility for maintaining and returning to tenants all security deposits accounted for and transferred. Upon request by a tenant, a landlord shall disclose the name of the financial institution and the account number where the security deposit is being held. A

mobile home park operator may use a single escrow account to hold security deposits from all of the tenants of the mobile home park.
[PL 2009, c. 128, §2 (NEW).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§B10,C8,C10 (AMD). PL 1989, c. 502, §A32 (AMD). PL 1991, c. 661, §§1,2 (AMD). PL 2009, c. 128, §§1, 2 (AMD).

§9099. Implied warranty and covenant of habitability

1. Implied warranty of fitness for human habitation. In any written or oral agreement for rental of a space in a mobile home park, the park owner or operator is deemed to covenant and warrant that the space and its associated facilities are fit for human habitation.
[PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

2. Complaints. If a condition exists in a space which renders the space unfit for human habitation, a tenant may file a complaint against the park owner or operator in the District Court or Superior Court. The complaint must state that:

A. A condition, which must be described, endangers or materially impairs the health or safety of the tenants; [PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The condition was not caused by the tenant or another person acting under the tenant's control; [PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Written notice of the condition was given without unreasonable delay to the park owner or operator or to the person who customarily collects rent on behalf of the park owner or operator.

(1) This notice requirement may be satisfied by actual notice to the person who customarily collects rents on behalf of the park owner or operator; [PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. The park owner or operator unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy the condition; and [PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

E. The tenant was current in rental payments owing to the park owner or operator when written notice was given. [PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

3. Remedies. If a complaint is filed under this section, the court shall enter any temporary restraining orders that are necessary to protect the health or well-being of tenants or of the public. If the court finds that the allegations in the complaint are true, the park owner or operator is deemed to have breached the warranty of fitness for human habitation established by this section as of the date when actual notice of the condition was given to the park owner or operator. In addition to any other relief or remedies which may otherwise exist, the court may take one or more of the following actions.

A. The court may issue appropriate injunctions ordering the park owner or operator to repair all conditions which endanger or materially impair the health or safety of the tenant. [PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The court may determine the fair value of the tenant's use and occupancy of the space from the date when the park owner or operator received actual notice of the condition until the time that the condition is repaired and further declare what, if any, money the tenant owes the park owner or operator or what, if any, rebate the park owner or operator owes the tenant for rent paid in excess of the value of use and occupancy. In making this determination, there is a rebuttable presumption that the rental amount equals the fair value of the space free from any condition rendering it unfit for human habitation. [PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. The court may authorize the tenant to temporarily vacate the space if the space must be vacant during necessary repairs. No use and occupation charge may be incurred by a tenant until the tenant resumes occupation of the space. If the park owner or operator offers reasonable alternative housing accommodations, the court may not surcharge the park owner or operator for alternate tenant housing during the period of necessary repairs. [PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. The court may enter any other orders that it considers necessary to accomplish the purposes of this section. The court may not award consequential damages for breach of the warranty of fitness for human habitation. [PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

4. Waiver. A written agreement under which the tenant accepts specified conditions which may violate the warranty of fitness for human habitation in return for a stated reduction in rent or other specified fair consideration is binding on the tenant and the park owner or operator.

Any agreement, other than as provided in this subsection, by a tenant to waive any of the rights or benefits provided by this section is void.
[PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

5. Municipal ordinance or rule. Municipalities may adopt or retain, by ordinances or rules, standards more stringent than those provided in this section. Any less restrictive municipal ordinance or rule establishing standards is invalid and suspended by this section.
[PL 1987, c. 737, Pt. C, §1 and Pt (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

6. Applicability to renter. Notwithstanding the definition of "tenant" in section 9091, subsection 5, this section applies to a person who rents a mobile home and rents the mobile home park lot on which the mobile home is located from a mobile home park operator.
[PL 1991, c. 661, §2 (NEW).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,C10 (AMD).

§9100. Violations

A violation of this chapter is a violation of Title 5, chapter 10, the unfair trade practices laws.
[PL 1989, c. 104, Pt. B, §11 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

PL 1987, c. 737, §§B1,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§B11,C8,C10 (AMD).

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Appendix A

ASSISTANCE ANIMALS AND SERVICE ANIMALS

What Is an Assistance Animal?

An assistance animal is an animal that works, provides assistance, or performs a task for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability. An assistance animal is not a pet.

Individuals with a disability may request to keep an assistance animal as a reasonable accommodation to a housing provider's pet restrictions.

Housing providers cannot refuse to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling.

The Fair Housing Act requires a housing provider to allow a reasonable accommodation involving an assistance animal in situations that meet all the following conditions:

A request was made to the housing provider by or for a person with a disability

The request was supported by reliable disability-related information, if the disability and the disability-related need for the animal were not apparent and the housing provider requested such information, and

The housing provider has not demonstrated that:

Granting the request would impose an undue financial and administrative burden on the housing provider

The request would fundamentally alter the essential nature of the housing provider's operations
The specific assistance animal in question would pose a direct threat to the health or safety of others despite any other reasonable accommodations that could eliminate or reduce the threat
The request would not result in significant physical damage to the property of others despite any other reasonable accommodations that could eliminate or reduce the physical damage
Examples
A reasonable accommodation request for an assistance animal may include, for example:

A request to live with an assistance animal at a property where a housing provider has a no-pets policy or

A request to waive a pet deposit, fee, or other rules as to an assistance animal.

ADA

II. Service Animal Defined by Title II and Title III of the ADA

A service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Tasks performed can include, among other things, pulling a wheelchair, retrieving dropped items, alerting a person to a sound, reminding a person to take medication, or pressing an elevator button.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. It does not matter if a person has a note from a doctor that states that the person has a disability and needs to have the animal for emotional support. A doctor's letter does not turn an animal into a service animal.

Examples of animals that fit the ADA's definition of "service animal" because they have been specifically trained to perform a task for the person with a disability:

· Guide Dog or Seeing Eye® Dog is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

· Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

· Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects. Tasks performed by psychiatric service animals may include reminding the handler to take medicine, providing safety checks or room searches, or turning on lights for persons with Post Traumatic Stress Disorder, interrupting self-mutilation by persons with dissociative identity disorders, and keeping disoriented individuals from danger.

· Sensory signal dogs or social signal dog is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

· Seizure Response Dog is a dog trained to assist a person with a seizure disorder. How the dog serves the person depends on the person's needs. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

Under Title II and III of the ADA, service animals are limited to dogs. However, entities must make reasonable modifications in policies to allow individuals with disabilities to use miniature horses if they have been individually trained to do work or perform tasks for individuals with disabilities.

III. Other Support or Therapy Animals

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, they are not considered service animals under the ADA. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities. Even though some states have laws defining therapy animals, these animals are not limited to working with people with disabilities and therefore are not covered by federal laws protecting the use of service animals. Therapy animals provide people with therapeutic contact, usually in a clinical setting, to improve their physical, social, emotional, and/or cognitive functioning.

IV. Handler's Responsibilities

The handler is responsible for the care and supervision of his or her service animal. If a service animal behaves in an unacceptable way and the person with a disability does not control the animal, a business or other entity does not have to allow the animal onto its premises. Uncontrolled barking, jumping on other people, or running away from the handler are examples of unacceptable behavior for a service animal. A business has the right to deny access to a dog that disrupts their business. For example, a service dog that barks repeatedly and disrupts another patron's enjoyment of a movie could be asked to leave the theater. Businesses, public programs, and transportation providers may exclude a service animal when the animal's behavior poses a direct threat to the health or safety of others. If a service animal is growling at other shoppers at a grocery store, the handler may be asked to remove the animal.

· The ADA requires the animal to be under the control of the handler. This can occur using a harness, leash, or other tether. However, in cases where either the handler is unable to hold a tether because of a disability or its use would interfere with the service animal's safe, effective performance of work or tasks, the service animal must be under the handler's control by some other means, such as voice control.

· The animal must be housebroken.

· The ADA does not require covered entities to provide for the care or supervision of a service animal, including cleaning up after the animal.

· The animal should be vaccinated in accordance with state and local laws.