

**COMPENDIUM OF STATE LAWS
PROTECTING MANUFACTURED HOME OWNER
ASSOCIATIONS AND OTHER FUNDAMENTAL
FREEDOMS IN MANUFACTURED HOME
COMMUNITIES**

August 1, 2010

**NATIONAL CONSUMER LAW CENTER
7 Winthrop Square
Boston, MA 02110
(617) 542-8010**

ARIZONA:

Ariz. Rev. Stat. Ann. § 33-1452, Rules and regulations

* * * * *

G. The landlord shall not prohibit meetings of tenants with or without invited visiting speakers in the mobile home park relating to mobile home living and affairs in the park community or recreational hall if such meetings are held at reasonable hours and when the facility is not otherwise in use.

Ariz. Rev. Stat. Ann. § 33-1491, Retaliatory conduct prohibited; eviction

A. Except as provided in this section, a landlord shall not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for eviction after any of the following:

1. The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health and safety.
2. The tenant has complained to the landlord of a violation under this chapter.
3. The tenant has organized or become a member of a tenant's union or similar organization.
4. The tenant has filed an action against the landlord in the appropriate court or with the appropriate hearing officer.

B. If the landlord acts in violation of subsection A of this section, the tenant is entitled to the remedies provided in § 33-1475 and has a defense in action

against him for eviction. In an action by or against the tenant, evidence of a complaint within six months prior to the alleged act of retaliation creates a presumption that the landlord's conduct was in retaliation. The presumption does not arise if the tenant made the complaint after notice of termination of the rental agreement. For the purpose of this subsection, "presumption" means that the trier of fact must find the existence of the fact presumed unless and until evidence is introduced which would support a finding of its nonexistence.

- C. The landlord of a mobile home park shall specify the reason for the termination of any tenancy in such mobile home park. The reason relied on for the termination shall be set forth with specific facts, so that the date, place and circumstances concerning the reason for termination can be determined. Reference to or recital of the language of this chapter, or both, is not sufficient compliance with this subsection.
- D. Notwithstanding subsections A and B of this section, a landlord may bring an action for eviction if either of the following occurs:
 - 1. The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant or other person in his household or upon the premises with his consent.
 - 2. The tenant is in default in rent. The maintenance of the action does not release the landlord from liability under § 33-1471, subsection B.

CALIFORNIA:

Cal. Civ. Code § 798.50 (West), Legislative intent

It is the intent of the Legislature in enacting this article to ensure that homeowners and residents of mobilehome parks have the right to peacefully assemble and freely communicate with one another and with others with respect to mobilehome living or for social or educational purposes.

Cal. Civ. Code § 798.51 (West), Homeowner meetings; invitations to public officials to speak; canvassing and petitioning of homeowners; use of park recreation hall or clubhouse; liability insurance; vehicle parking

- (a) No provision contained in any mobile home park rental agreement, rule, or regulation shall deny or prohibit the right of any homeowner or resident in the park to do any of the following:
- (1) Peacefully assemble or meet in the park, at reasonable hours and in a reasonable manner, for any lawful purpose. Meetings may be held in the park community or recreation hall or clubhouse when the facility is not otherwise in use, and, with the consent of the homeowner, in any mobile home within the park.
 - (2) Invite public officials, candidates for public office, or representatives of mobile home owner organizations to meet with homeowners and residents and speak upon matters of public interest, in accordance with Section 798.50.
 - (3) Canvass and petition homeowners and residents for noncommercial purposes relating to mobile home living, election to public office, or the initiative, referendum, or recall processes, at reasonable hours and in a reasonable manner, including the distribution or circulation of information.
- (b) A homeowner or resident may not be charged a cleaning deposit in order to use the park recreation hall or clubhouse for meetings of resident organizations for any of the purposes stated in Section 798.50 and this section, whether or not guests or visitors from outside the park are invited to attend the meeting, if a homeowner or resident of the park is hosting the meeting and all homeowners or residents of the park are allowed to attend.

- (c) A homeowner or resident may not be required to obtain liability insurance in order to use common area facilities for the purposes specified in this section and Section 798.50. However, if alcoholic beverages are to be served at any meeting or private function, a liability insurance binder may be required by the park ownership or management. The ownership or management of a mobile home park may prohibit the consumption of alcoholic beverages in the park common area facilities if the terms of the rental agreement or the rules and regulations of the park prohibit it.
- (d) A homeowner, organization, or group of homeowners using a recreation hall or clubhouse pursuant to this section shall be required to adhere to any limitations or restrictions regarding vehicle parking or maximum occupancy for the clubhouse or recreation hall.
- (e) A homeowner or resident may not be prohibited from displaying a political campaign sign relating to a candidate for election to public office or to the initiative, referendum, or recall process in the window or on the side of a manufactured home or mobile home, or within the site on which the home is located or installed. The size of the face of a political sign may not exceed six square feet, and the sign may not be displayed in excess of a period of time from 90 days prior to an election to 15 days following the election, unless a local ordinance within the jurisdiction where the mobile home park is located imposes a more restrictive period of time for the display of such a sign.

Cal. Civ. Code § 798.52 (West), Civil action; abridgment of rights

Any homeowner or resident who is prevented by management from exercising the rights provided for in Section 798.51 may bring an action in a court of law to enjoin enforcement of any rule, regulation, or other policy which unreasonably deprives a homeowner or resident of those rights.

Cal. Civ. Code § 798.53 (West), Meetings and consultation by management with homeowners; notice

The management shall meet and consult with the homeowners, upon written request, within 30 days of the request, either

individually, collectively, or with representatives of a group of homeowners who have signed a request to be so represented on the following matters:

- (a) Resident concerns regarding existing park rules that are not subject to Section 798.25.
- (b) Standards for maintenance of physical improvements in the park.
- (c) Addition, alteration, or deletion of service, equipment, or physical improvements.
- (d) Rental agreements offered pursuant to Section 798.17.

Any collective meeting shall be conducted only after notice thereof has been given to all the requesting homeowners 10 days or more before the meeting.

COLORADO:

Colo. Rev. Stat. § 38-12-206, Home owner meetings

Home owners shall have the right to meet and establish a homeowners' association. Meetings of home owners or the homeowners' association relating to mobile home living and affairs in their park common area, community hall, or recreation hall, if such a facility or similar facility exists, shall not be subject to prohibition by the park management if the common area or hall is reserved according to the park rules and such meetings are held at reasonable hours and when the facility is not otherwise in use; except that no such meetings shall be held in the streets or thoroughfares of the mobile home park.

Colo. Rev. Stat. § 38-12-218, Mobile home owners--right to form a cooperative

One or more members of a homeowners' association may, at any time, form a cooperative for the purposes of offering to purchase or finance a mobile home park. A home owner shall be a member of the homeowners' association in order to participate in the cooperative, and participation in the cooperative shall be voluntary.

CONNECTICUT:

Conn. Gen. Stat. § 21-80a, Retaliatory action by owner prohibited. Actions deemed not retaliatory

- (a) An owner shall not maintain an action or proceeding against a resident to recover possession of a dwelling unit or a mobile manufactured home space or lot, demand an increase in rent from the resident, or decrease the services to which the resident has been entitled within six months after: (1) The resident has in good faith attempted to remedy by any lawful means, including contacting officials of the state or of any town, city or borough or public agency or filing a complaint with a fair rent commission, any condition constituting a violation of any provision of this chapter or chapter 368o [FN1] or of any other state statute or regulation, or of the housing and health ordinances of the municipality wherein the premises which are the subject of the complaint lie; (2) any municipal agency or official has filed a notice, complaint or order regarding such a violation; (3) the resident has in good faith requested the owner to make repairs; (4) the resident has in good faith instituted an action under subsections (a) to (i), inclusive, of section 47a-14h; or (5) the resident has organized or become a member of a residents' association.
- (b) Notwithstanding the provisions of subsection (a) of this section, if permitted by subdivision (1) of subsection (b) of section 21-80, the owner may maintain an action to recover possession of the premises if: (1) The resident is using the dwelling unit or the premises for an illegal purpose or for a purpose which is in violation of the rental agreement or for nonpayment of rent; (2) the condition complained of was caused by the wilful actions of the resident or another person in his household or a person on the premises with his consent; or (3) the owner seeks to recover possession pursuant to section 21-80 on the basis of a notice which was given to the resident before the resident's complaint.
- (c) Notwithstanding the provisions of subsection (a) of this section, an owner may increase the rent of a resident if: (1) The condition complained of was caused by the

lack of due care by the resident or another person in his household or a person on the premises with his consent; (2) the owner has become liable for a substantial increase in property taxes, or a substantial increase in other maintenance or operating costs not associated with his complying with the complaint, not less than four months before the demand for an increase in rent, and the increase in rent does not exceed the prorated portion of the net increase in taxes or costs; or (3) the owner in good faith is increasing the rent in a manner permitted by subdivision (5) of subsection (b) of section 21-80.

(d) Nothing in this section shall be construed to in any way limit the defense provided in section 47a-33.

[FN1] Conn. Gen. Stat. § 19a-355 *et seq.*

DELAWARE:

Del. Code Ann. tit. 25, § 7023, Retaliatory acts prohibited

- (a) Retaliatory acts are prohibited.
- (b) A retaliatory act is an attempted or completed act on the part of a landlord to pursue an action against a tenant for summary possession, to terminate a tenant's rental agreement, to cause a tenant to move involuntarily from a rented lot in the manufactured home community, or to decrease services to which a tenant is entitled under a rental agreement, after:
- (1) The tenant has complained in good faith to either the landlord or to an enforcement authority about a condition affecting the premises of the manufactured home community which constitutes a violation of this subchapter or a violation of a housing, health, building, sanitation or other applicable statute or regulation;
 - (2) An enforcement authority has instituted an enforcement action based on a complaint by the tenant for a violation of this subchapter or a violation of a housing, health, building, sanitation or other applicable statute or regulation with respect to the premises;

- (3) The tenant has formed or participated in a manufactured home tenants' organization or association; or
 - (4) The tenant has filed a legal action against the landlord or the landlord's agent for any reason.
- (c) If a tenant proves that a landlord attempted to commit or committed an act pursuant to subsection (b) of this section within 90 days of the tenant's action under paragraph (b)(1)-(4) of this section, the landlord's act is presumed to be a retaliatory act.
- (d) Affirmative defenses to a claim that a landlord attempted to commit or committed a retaliatory act include proof by a preponderance of the evidence that:
- (1) The landlord had due cause for termination of the rental agreement pursuant to this subchapter and gave the required notice to the tenant;
 - (2) The tenant's legal action against the landlord relates to a condition caused by the lack of ordinary care by the tenant or by a resident of the tenant's manufactured home or by a guest or visitor on the premises with the tenant's or resident's consent;
 - (3) The rented lot was in substantial compliance with all applicable statutes and regulations on the date of the filing of the tenant's legal action against the landlord; or
 - (4) The landlord could not have reasonably remedied the condition complained of by the tenant by the date of the filing of the tenant's legal action against the landlord.
- (e) A tenant subjected to a retaliatory act set forth in subsection (b) of this section is entitled to recover the greater of 3 months' rent, or 3 times the damages sustained by the resident, in addition to the court costs of the legal action.

FLORIDA:

Fla. Stat. § 723.054, Right of mobile home owners to peaceably assemble; right to communicate

- (1) No provision contained in any bylaw, rental agreement, regulation, or rule pertaining to a mobile home park shall infringe upon the right of the mobile home owners to peaceably assemble in an open public meeting for any lawful purpose, at reasonable times and in a reasonable manner, in the common areas or recreational areas of the mobile home park.
- (2) No provision contained in any bylaw, rental agreement, regulation, or rule pertaining to a mobile home park shall infringe upon the right of the mobile home owners or tenants to communicate or assemble among themselves, at reasonable times and in a reasonable manner, for the purpose of discussing any problems relative to the mobile home park. Such discussions may be held in the common areas or recreational areas of the park, including halls or centers, or in any resident's mobile home. In addition, the park owner or developer may not unreasonably restrict the use of any facility, including the use of utilities, when requested.
- (3) No provision contained in any bylaw, rental agreement, regulation, or rule pertaining to a mobile home park shall prohibit any mobile home owner from canvassing mobile home owners for the purposes described in this subsection. For the purposes of this subsection, the term "canvassing" includes an oral or written request; the distribution, circulation, posting, or publication of a notice; or a general announcement requesting the payment of membership dues or other matters relevant to the membership of the park association, federation, or organization. Such canvassing shall be done at a reasonable time or times and in a reasonable manner. It is the intent of the Legislature, through the enactment of this subsection, to prohibit any owner, developer, or manager of a mobile home park from prohibiting free communication among mobile home owners or tenants in the guise of regulations or rules restricting or limiting canvassing for association, federation, or organization dues or other association, federation, or organization matters.

Fla. Stat. § 723.055, Right of mobile home owner to invite public officers, candidates for public office, or representatives of a tenant organization

No provision contained in any bylaw, rental agreement, regulation, or rule pertaining to a mobile home park shall infringe upon the right of a mobile home owner to invite public officers, candidates who have qualified for public office, or officers or representatives of a tenant organization to appear and speak upon matters of public interest in the common areas or recreational areas of the mobile home park at reasonable times and in a reasonable manner in an open public meeting. The mobile home park owner, however, may enforce rules and regulations relating to the time, place, and scheduling of such speakers, which rules and regulations will protect the interests of the majority of the home owners.

Fla. Stat. § 723.056, Enforcement of right of assembly and right to hear outside speakers

Any mobile home owner who is prevented from exercising rights guaranteed by § 723.054 or § 723.055 may bring an action in the appropriate court having jurisdiction in the county in which the alleged infringement occurred, and, upon favorable adjudication, the court shall enjoin the enforcement of any provision contained in any bylaw, rental agreement, or rule pertaining to a mobile home park which operates to deprive the home owner of such rights.

Fla. Stat. § 723.0615, Retaliatory conduct

- (1) It is unlawful for a mobile home park owner to discriminatorily increase a home owner's rent or discriminatorily decrease services to a home owner, or to bring or threaten to bring an action for possession or other civil action, primarily because the park owner is retaliating against the home owner. In order for the home owner to raise the defense of retaliatory conduct, the home owner must have acted in good faith and not for any improper purposes, such as to harass or to cause unnecessary delay or for frivolous purpose or needless increase in the cost of litigation. Examples of conduct for which the park owner may not retaliate include, but are not limited to, situations where:

- (a) The home owner has in good faith complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the mobile home park;
 - (b) The home owner has organized, encouraged, or participated in a homeowners' organization; or
 - (c) The home owner has complained to the park owner for failure to comply with § 723.022.
- (2) Evidence of retaliatory conduct may be raised by the home owner as a defense in any action brought against him or her for possession.
- (3) In any event, this section does not apply if the park owner proves that the eviction is for good cause. Examples of such good cause include, but are not limited to, good faith actions for nonpayment of the lot rental amount, violation of the rental agreement or of park rules, or violation of the terms of this chapter.

IDAHO:

Idaho Code Ann. § 55-2007, Required provisions and exclusions--Disclosures

* * * * *

- (2) Any rental agreement executed between the landlord and tenant shall not contain:

* * * * *

- (c) Any provision which unreasonably restricts access to the mobile home park by invitees of the tenant.

Idaho Code Ann. § 55-2013A, Tenant associations

The tenants in a mobile home park have the right to organize a tenant or homeowner's association to further their mutual interest and to conduct any other business and programs which the association shall determine. An association shall have the right to use the facilities of the park to conduct its business and programs. When an

association is organized it shall notify the landlord.

Idaho Code Ann. § 55-2015, Retaliatory conduct by landlord prohibited

The landlord shall not terminate a tenancy, refuse to renew a tenancy, increase rent or decrease service[s] he normally supplies, or threaten to bring an action for repossession of a mobile home lot as retaliation against the tenant because the tenant has:

- (a) Complained in good faith about a violation of a building, safety or health code or regulation pertaining to a mobile home park to the governmental agency responsible for enforcing the code or regulation.
- (b) Complained to the landlord concerning the maintenance or condition of the park, rent charged or rules and regulations.
- (c) Organized, became a member of or served as an official in a homeowner's association, or similar organization, at a local, regional, state or national level.
- (d) Retained counsel or an agent to represent his interests.

ILLINOIS:

765 Ill. Comp. Stat. 745/16, Improper grounds for eviction

The following conduct by a tenant shall not constitute grounds for eviction or termination of the lease, nor shall a judgment for possession of the premises be entered against a tenant:

- (a) As a reprisal for the tenant's effort to secure or enforce any rights under the lease or the laws of the State of Illinois, or its governmental subdivisions of the United States;
- (b) As a reprisal for the tenant's good faith complaint to a governmental authority of the park owner's

alleged violation of any health or safety law, regulation, code or ordinance, or State law or regulation which has as its objective the regulation of premises used for dwelling purposes;

- (c) As a reprisal for the tenant's being an organizer or member of, or involved in any activities relative to a home owners association.

765 Ill. Comp. Stat. 745/25, Meetings of Tenants

Meetings by tenants relating to mobile home living shall not be subject to prohibition by the park owner if such meetings are held at reasonable hours and when facilities are available and not otherwise in use.

IOWA:

Iowa Code § 562B.19, Rules and regulations

- 3. A landlord shall not:

* * * * *

- f. Prohibit meetings between tenants in the manufactured home community or mobile home park relating to mobile home living and affairs in the manufactured home community or park community or recreational hall if such meetings are held at reasonable hours and when the facility is not otherwise in use.

Iowa Code § 562B.32, Retaliatory conduct prohibited

- 1. Except as provided in this section, a landlord shall not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession or by failing to renew a rental agreement after any of the following:
 - a. The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the manufactured home community or mobile home park materially affecting health and safety. For

this subsection to apply, a complaint filed with a governmental body must be in good faith.

- b. The tenant has complained to the landlord of a violation under section 562B.16.
 - c. The tenant has organized or become a member of a tenant's union or similar organization.
 - d. For exercising any of the rights and remedies pursuant to this chapter.
2. If the landlord acts in violation of subsection 1 of this section, the tenant is entitled to the remedies provided in section 562B.24 and has a defense in an action for possession. In an action by or against the tenant, evidence of a complaint within six months prior to the alleged act of retaliation creates a presumption that the landlord's conduct was in retaliation. The presumption does not arise if the tenant made the complaint after notice of termination of the rental agreement. For the purpose of this subsection, "presumption" means that the trier of fact must find the existence of the fact presumed unless and until evidence is introduced which would support a finding of its nonexistence.
 3. Notwithstanding subsections 1 and 2 of this section, a landlord may bring an action for possession if either of the following occurs:
 - a. The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant or other person in the household or upon the premises with the tenant's consent.
 - b. The tenant is in default of rent three days after rent is due. The maintenance of the action does not release the landlord from liability under section 562B.22, subsection 2.

KANSAS:

Kan. Stat. Ann. § 58-25,114, Rules and regulations of landlord, when enforceable; notice; limitations

* * * * *

(c) A landlord shall not:

* * * * *

- (5) prohibit meetings among tenants in the mobile home park relating to mobile home living and affairs in the park community or recreational hall if such meetings are held at reasonable hours and when the facility is not otherwise in use;

Kan. Stat. Ann. § 58-25,125, Certain retaliatory actions by landlord prohibited, remedies; increased rent, when; action for possession, when

(a) Except as provided in this section, a landlord shall not retaliate by increasing rent or decreasing services or by failing to renew a rental agreement after any of the following:

- (1) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the mobile home park materially affecting health and safety;

- (2) the tenant has complained to the landlord of a violation under K.S.A. 58-25,111; or

- (3) the tenant has organized or become a member of a tenant's union or similar organization.

(b) If the landlord acts in violation of subsection (a), the tenant is entitled to the remedies provided in K.S.A. 58-25,119 and has a defense in an action for possession.

(c) Notwithstanding the provisions of subsection (a), the landlord may increase the rent of a tenant even though the tenant has complained of a violation as described in clause (1) or (2) of subsection (a) or has organized or become a member of an organization as described in clause (3) of subsection (a), if such rent increase does not conflict with a lease agreement in effect and is made in good faith to compensate the landlord for expenses incurred as a result of acts of God, public

utility service rate increases, property tax increases or other increases in costs of operations.

(d) Notwithstanding subsections (a) and (b), a landlord may bring an action for possession if either of the following occurs:

(1) The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant or other person upon the premises with the tenant's consent.

(2) The tenant is in default of rent three days after rent is due. The maintenance of the action does not release the landlord from liability under subsection (b) of K.S.A. 58-25,117.

MAINE:

Me. Rev. Stat. Ann. tit. 10, § 9097, Terms of rental agreement

* * * * *

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

B. The tenant's assertion of any right under this chapter.

MARYLAND:

Md. Code Ann., Real Property, § 8A-1301, Prohibition on retaliatory evictions

(a) A park owner may not evict a resident or arbitrarily increase the rent or decrease the services to which the resident has been entitled for any of the following reasons:

- (1) Solely because the resident or his agent has filed a written complaint, or complaints, with the park owner or with any public agency or agencies against the park owner;
 - (2) Solely because the resident or his agent has filed a lawsuit, or lawsuits, against the park owner; or
 - (3) Solely because the resident is a member or organizer of any tenant's organization.
- (b) Evictions described in subsection (a) of this section shall be called retaliatory evictions.
- (c) If in any eviction proceeding the judgment is in favor of the resident for any of the aforementioned defenses, the court may enter judgment for reasonable attorney's fees and court costs against the park owner.
- (d) An eviction may not be deemed to be a "retaliatory eviction" for purposes of this section upon the expiration of a period of 6 months following the determination of the merits of the initial case by a court or administrative agency of competent jurisdiction.
- (e) Nothing in this section may be interpreted to alter the park owner's or the resident's rights arising from breach of any provision of a rental agreement or rule, or either party's right to terminate or not renew a rental agreement pursuant to the terms of the rental agreement or the provisions of other applicable law.

MASSACHUSETTS:

Mass. Gen. Laws ch. 140, § 32N, Reprisals for report of violations

Any manufactured housing community licensee or his agent who threatens to or takes reprisals against any manufactured housing community resident or group of residents for reporting a violation or suspected violation of section thirty-two L or section thirty-two M or any applicable building or health code to the board of health of a city or town in which the manufactured housing community is located, the department of public health, the department of the attorney general or any other appropriate

government agency, shall be liable for damages which shall not be less than one month's rent or more than five months' rent, or the actual damages sustained by the manufactured housing community resident or group of residents, whichever is greater, and the costs of the court action brought for said damages including reasonable attorney's fees. The receipt of any notice of termination of tenancy by such manufactured housing community resident or group of residents, except for nonpayment of rent, within six months after making such a report of a violation or a suspected violation, shall create a rebuttable presumption that such notice is a reprisal against the manufactured housing community resident or group of residents for making such report and said presumption may be pleaded in defense to any eviction proceeding against such manufactured housing community resident or group of residents brought within a year after such report.

940 Mass. Code Regs. 10.04, Manufactured Housing Community Rules

* * * * *

(9) Residents' Meetings and Communications.

- (a) An operator shall not prohibit or unreasonably restrict free movement, speech, assembly and association within a manufactured housing community.
- (b) An operator shall not restrict or prohibit residents from meeting peacefully for any lawful purpose nor restrict or prohibit the presence of any public official, candidate for public office, or representative of a manufactured homeowners' organization. Meetings may be held in a common area or facility not otherwise in use or in a resident's home.
- (c) An operator shall not prohibit, or require fees or deposits for, any meetings held in a common area or facility by the community's residents to discuss the community's affairs, so long as the meetings are held when the facility is not otherwise in use. An operator shall not prohibit the distribution of notices of such meetings.

- (d) An operator shall not restrict peaceful canvassing and petitioning of residents, including without limitation the distribution or circulation of oral or printed information, for any noncommercial, political or public purpose.
- (e) An operator shall not prohibit any resident from soliciting membership in any resident association, including but not limited to oral or written requests for membership or the payment of dues.

MINNESOTA:

Minn. Stat. § 327C.10, Defenses to eviction

Subd. 1. Nonpayment of rent. In any action to recover possession for failure to pay rent, it shall be a defense that the sum allegedly due contains a charge which violates section 327C.03, or that the park owner has injured the defendant by failing to comply with section 504B.161.

Subd. 2. Nonpayment of rent increase. In any action to recover possession for failure to pay a rent increase, it shall be a defense that the park owner:

- (a) failed to comply with the provisions of section 327C.06, subdivision 1 or 3;
- (b) increased the rent in violation of section 327C.06, subdivision 2.

Subd. 3. Rule violations. In any action to recover possession for the violation of a park rule, it shall be a defense that the rule allegedly violated is unreasonable.

Subd. 4. Retaliatory conduct. In any action to recover possession it shall be a defense that the park owner has violated section 327C.12.

Minn. Stat. § 327C.12, Retaliatory conduct prohibited

A park owner may not increase rent, decrease services, alter an existing rental agreement or seek to recover possession or threaten such action in whole or in part as a penalty for a resident's:

- (a) good faith complaint to the park owner or to a government agency or official;
- (b) good faith attempt to exercise rights or remedies pursuant to state or federal law; or
- (c) joining and participating in the activities of a resident association as defined under section 327C.01, subdivision 9a.

In any proceeding in which retaliatory conduct is alleged, the burden of proving otherwise shall be on the park owner if the owner's challenged action began within 90 days after the resident engaged in any of the activities identified in clause (a), (b), or (c). If the challenged action began more than 90 days after the resident engaged in the protected activity, the party claiming retaliation must make a prima facie case. The park owner must then prove otherwise.

Minn. Stat. § 327C.13, Freedom of expression

No park owner shall prohibit or adopt any rule prohibiting residents or other persons from peacefully organizing, assembling, canvassing, leafletting or otherwise exercising within the park their right of free expression for noncommercial purposes. A park owner may adopt and enforce rules that set reasonable limits as to time, place and manner.

MONTANA:

Mont. Code Ann. § 70-33-314, Resident associations -- meetings

- (1) The membership of a resident association may elect officers of the association at a meeting at which a majority of the members are present. All residents may attend meetings, but the landlord and the landlord's employees may not be members and may not attend meetings unless specifically invited by the tenants' resident association. The landlord may not interfere with or prevent the attendance of an invitee at a resident association's meeting.

- (2) The landlord may not prohibit meetings by a resident association or tenants relating to:
 - (a) mobile home living; or
 - (b) the future plans for the mobile home park, including sale or change of use.

Mont. Code Ann. § 70-33-431, Retaliatory conduct by landlord prohibited

- (1) Except as provided in this section, a landlord may not retaliate by increasing rent, by decreasing services, or by bringing or threatening to bring an action for possession after the tenant:
 - (a) has complained of a violation applicable to the premises materially affecting health and safety to a governmental agency charged with responsibility for enforcement of a building or housing code;
 - (b) has complained to the landlord in writing of a violation under 70-33-303; or
 - (c) has organized or become a member of a tenant's union, mobile home park resident association, or similar organization.
- (2) If the landlord acts in violation of subsection (1) of this section, the tenant is entitled to the remedies provided in 70-33-409 and has a defense in any retaliatory action against the tenant for possession.
- (3) In an action by or against the tenant, evidence of a complaint within 6 months before the alleged act of retaliation creates a rebuttable presumption that the landlord's conduct was in retaliation. The presumption does not arise if the tenant made the complaint after notice of a proposed rent increase or diminution of services. For purposes of this subsection, "rebuttable presumption" means that the trier of fact is required to find the existence of the fact presumed unless evidence is introduced that would support a finding of its nonexistence.
- (4) Subsections (1) through (3) do not prevent a landlord from bringing an action for possession if:

- (a) the violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant, a member of the tenant's family, or any other persons on the premises with the tenant's consent;
 - (b) the tenant is in default in rent; or
 - (c) compliance with the applicable building or housing code requires alteration, remodeling, or demolition that would effectively deprive the tenant of use of the lot.
- (5) The maintenance of an action under subsection (4) of this section does not release the landlord from liability under 70-33-404(2).

NEBRASKA:

Neb. Rev. Stat. § 76-14,106, Retaliatory conduct prohibited; remedies; landlord action for possession; when

- (1) Except as provided in this section, a landlord may not retaliate by increasing rent, decreasing services, bringing or threatening to bring an action for possession, or failing to renew a rental agreement after any of the following:
- (a) A tenant has complained in good faith to a government agency charged with responsibility for enforcement of any code of a violation applicable to the mobile home park materially affecting health and safety;
 - (b) A tenant has complained to the landlord of a violation of section 76-1492;
 - (c) A tenant has organized or become a member of a tenants' union or similar organization; or
 - (d) A tenant has exercised any of the rights or remedies provided by the Mobile Home Landlord and Tenant Act or otherwise available at law.

- (2) If a landlord acts in violation of subsection (1) of this section, the tenant shall be entitled to the remedies provided in section 76-1498 and shall have a defense in an action for possession.
- (3) Notwithstanding subsections (1) and (2) of this section, a landlord may bring an action for possession if:
 - (a) The violation of any applicable housing code was caused primarily by lack of reasonable care by the tenant or other person in the tenant's household or upon the premises with the tenant's consent; or
 - (b) The tenant is in default in rent five days after rent is due unless otherwise agreed to by the landlord and tenant.

The maintenance of the action shall not release the landlord from liability under subsection (2) of section 76-1498.

NEVADA:

Nev. Rev. Stat. § 118B.110, Landlord or designee to meet with representative group of tenants under certain circumstances; notice; qualifications of designee; attendance by attorneys; attendance by Administrator or his representative

1. The landlord or a person designated pursuant to subsection 3 shall meet with a representative group of tenants occupying the park, chosen by the tenants, to hear any complaints or suggestions which concern a matter relevant to the park within 45 days after he receives a written request to do so which has been signed by persons occupying at least 25 percent of the lots in the park. The 25 percent must be calculated on the basis of one signature per occupied lot. The meeting must be held at a time and place which is convenient to the landlord or person designated pursuant to subsection 3 and to the tenants. The representative group of tenants must consist of no more than five persons.
2. At least 10 days before any meeting is held pursuant to this section, the landlord or his agent shall post a

notice of the meeting in a conspicuous place in a common area of the park.

3. Except as otherwise provided in subsection 4, if the landlord is not a natural person, the owner may designate an authorized agent or representative who has working knowledge of the operations of the park and who has authority to make decisions concerning matters relevant to the park to meet with the tenants pursuant to this section.
4. A manager may not meet with the tenants pursuant to this section unless the manager, the landlord and the owner are all the same natural person.
5. If an attorney for the landlord attends a meeting held pursuant to this section, the landlord shall not prohibit the group of tenants from being represented by an attorney at that meeting.
6. If the landlord of a manufactured home park is a cooperative association or a corporation for public benefit, the landlord shall provide a notice of the meeting to the Administrator and the Administrator or his representative shall attend the meeting.
7. As used in this section:
 - (a) "Cooperative association" means an association formed pursuant to the provisions of NRS 81.170 to 81.270, inclusive.
 - (b) "Corporation for public benefit" has the meaning ascribed to it in NRS 82.021.

Nev. Rev. Stat. § 118B.145, Prohibited practices by landlord: Right of tenant to exhibit political signs in certain areas; conditions and limitations on exercise of right

1. Except as otherwise provided in this subsection, a landlord or an agent or employee of a landlord shall not prohibit a tenant from exhibiting a political sign not larger than 24 inches by 36 inches within the boundary of the lot of the tenant. The restriction placed on a landlord or an agent or an employee of a landlord relative to a political sign is applicable only until 7

days after the general or special election for the office or ballot question to which the sign relates.

2. As used in this section, "political sign" means a sign, display or device that:
 - (a) Expresses support for or opposition to a candidate, political party or ballot question; or
 - (b) Otherwise relates to a political campaign or election.

Nev. Rev. Stat. § 118B.150, Prohibited practices by landlord: Rent and additional charges; payments for improvements; meetings; utility services; guests; fences; dues for associations of members; public officers or candidates; trimming of trees

1. Except as otherwise provided in subsections 2 and 3, the landlord or his agent or employee shall not:

* * * * *

- (f) Prohibit or require fees or deposits for any meetings held in the park's community or recreational facility by the tenants or occupants of any manufactured home or recreational vehicle in the park to discuss the park's affairs, or any political meeting sponsored by a tenant, if the meetings are held at reasonable hours and when the facility is not otherwise in use, or prohibit the distribution of notices of those meetings.

* * * * *

- (k) Prohibit any tenant from soliciting membership in any association which is formed by the tenants who live in the park. As used in this paragraph, "solicit" means to make an oral or written request for membership or the payment of dues or to distribute, circulate or post a notice for payment of those dues.
- (l) Prohibit a public officer, candidate for public office or the representative of a public officer or candidate for public office from walking through the

park to talk with the tenants or distribute political material.

Nev. Rev. Stat. § 118B.210, Retaliatory conduct by landlord and harassment by landlord, management or tenant prohibited

1. The landlord shall not terminate a tenancy, refuse to renew a tenancy, increase rent or decrease services he normally supplies, or bring or threaten to bring an action for possession of a manufactured home lot as retaliation upon the tenant because:
 - (a) He has complained in good faith about a violation of a building, safety or health code or regulation pertaining to a manufactured home park to the governmental agency responsible for enforcing the code or regulation.
 - (b) He has complained to the landlord concerning the maintenance, condition or operation of the park or a violation of any provision of NRS 118B.040 to 118B.220, inclusive, or 118B.240.
 - (c) He has organized or become a member of a tenants' league or similar organization.
 - (d) He has requested the reduction in rent required by:
 - (1) NRS 118.165 as a result of a reduction in property taxes.
 - (2) NRS 118B.153 when a service, utility or amenity is decreased or eliminated by the landlord.
 - (e) A citation has been issued to the landlord as the result of a complaint of the tenant.
 - (f) In a judicial proceeding or arbitration between the landlord and the tenant, an issue has been determined adversely to the landlord.
2. A landlord, manager or assistant manager of a manufactured home park shall not willfully harass a tenant.

3. A tenant shall not willfully harass a landlord, manager or assistant manager of a manufactured home park or an employee or agent of the landlord.
4. As used in this section, "harass" means to threaten or intimidate, through words or conduct, with the intent to affect the terms or conditions of a tenancy or a person's exercise of his rights pursuant to this chapter.

NEW HAMPSHIRE:

N.H. Rev. Stat. Ann. § 205-A:4, Permissible Reasons for Eviction.

After the effective date of this section, a tenancy may be terminated by a park owner or operator pursuant to this chapter only for one or more of the following reasons:

- I. Nonpayment of rent, utility charges, or reasonable incidental service charges; provided that no action for possession shall be maintained if prior to the expiration of an eviction notice the tenant shall pay or tender all arrearages due plus \$15 as liquidated damages.
- II. Failure of the tenant to comply with local ordinances or state or federal law or regulations relating to manufactured housing or manufactured housing parks, provided that the tenant is first given written notice of the tenant's failure to comply with said laws or regulations and a reasonable opportunity thereafter to comply with said laws or regulations.
- III. Damage by the tenant to the demised property, reasonable wear and tear excepted.
- IV. Repeated conduct of the tenant, upon the manufactured housing park premises, which disturbs the peace and quiet of other tenants in the manufactured housing park.
- V. Failure of the tenant to comply with reasonable written rules and regulations of the manufactured housing park as established by the park owner or

operator in the rental agreement at the inception of the tenancy or as amended subsequently with the written consent of the tenant, or without the tenant's consent upon 3 months' written notice; provided that the tenant is first given written notice of the failure to comply and a reasonable opportunity thereafter to comply with said rules and regulations. Nothing in this section, however, shall 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.

VI. Condemnation or change of use of the manufactured housing park.

N.H. Rev. Stat. Ann. § 205-A:9, RSA 540 Applicable Where Not Inconsistent

The provisions of RSA 540 shall apply to tenancies in manufactured housing parks except where such application would produce a result inconsistent with or contrary to the provisions of this chapter.

N.H. Rev. Stat. Ann. § 540:13-a, Defense to Retaliation

Except in cases in which the tenant owes the landlord the equivalent of one week's rent or more, it shall be a defense to any possessory action, as to residential property, that such possessory action was in retaliation for the tenant:

- I. Reporting a violation or reporting in good faith what the tenant reasonably believes to be a violation of RSA 540-A or an unreasonable and substantial violation of a regulation or housing code to the landlord or any board, agency or authority having powers of inspection, regulation or enforcement as to the reasonable fitness of said residential property for health or safety;
- II. Initiating an action in good faith pursuant to RSA 540-A or availing himself of the procedures of RSA 540:13-d; or

III. Meeting or gathering with other tenants for any lawful purpose.

NEW JERSEY:

N.J. Stat. Ann. § 2A:42-10.10. Reprisal as unlawful grounds for civil action for re-entry; action for damages or other appropriate relief by tenant

No landlord of premises or units to which this act is applicable shall serve a notice to quit upon any tenant or institute any action against a tenant to recover possession of premises, whether by summary dispossession proceedings, civil action for the possession of land, or otherwise:

- a. As a reprisal for the tenant's efforts to secure or enforce any rights under the lease or contract, or under the laws of the State of New Jersey or its governmental subdivisions, or of the United States; or
- b. As a reprisal for the tenant's good faith complaint to a governmental authority of the landlord's alleged violation of any health or safety law, regulation, code or ordinance, or State law or regulation which has as its objective the regulation of premises used for dwelling purposes; or
- c. As a reprisal for the tenant's being an organizer of, a member of, or involved in any activities of, any lawful organization; or
- d. On account of the tenant's failure or refusal to comply with the terms of the tenancy as altered by the landlord, if the landlord shall have altered substantially the terms of the tenancy as a reprisal for any actions of the tenant set forth in subsection a, b, and c of section 1 of this act.[FN1] Substantial alteration shall include the refusal to renew a lease or to continue a tenancy of the tenant without cause.

Under subsection b of this section the tenant shall originally bring his good faith complaint to the attention of the landlord or his agent and give the landlord a

reasonable time to correct the violation before complaining to a governmental authority.

A landlord shall be subject to a civil action by the tenant for damages and other appropriate relief, including injunctive and other equitable remedies, as may be determined by a court of competent jurisdiction in every case in which the landlord has violated the provisions of this section.

N.J. Stat. Ann. § 2A:42-10.13, Application of act to rental premises for dwelling purposes

This act shall apply to all rental premises or units used for dwelling purposes except owner-occupied premises with not more than two rental units. Mobile home spaces and mobile homes shall constitute rental premises under this act.

NEW MEXICO:

N.M. Stat. § 47-10-7, Common areas; tenant meetings

Common areas of a mobile home park shall be open to all residents of the mobile home park at all reasonable times subject to such conditions and limitations as are imposed by written regulations of the mobile home park owner or management. Meetings of tenants relating to mobile home living and affairs held in their park community hall or recreation hall, if such facility or similar facility exists, shall not be subject to prohibition by the park management if the hall is reserved according to park rules and such meetings are held at reasonable hours and when the facility is not otherwise in use.

NEW YORK:

N.Y. Real Prop. Law § 233 (McKinney), Manufactured home parks; duties, responsibilities

* * * * *

1. No manufactured home park owner or operator shall serve a notice to quit upon any manufactured home tenant or commence any action to recover real property or summary

proceeding to recover possession of real property in retaliation for:

- (a) A good faith complaint, by or in behalf of the tenant, to a governmental authority of the manufactured home park owner's or operator's alleged violation of any health or safety law, regulation, code, or ordinance, or any law or regulation which has as its objective the regulation of premises used for dwelling purposes; or
 - (b) Actions taken in good faith, by or in behalf of the manufactured home tenant, to secure or enforce any rights under the lease or rental agreement, under subdivision m of this section and subdivisions two and three of section two hundred thirty-five-b of this article, or under any other local law, law of the state of New York, or of its governmental subdivisions, or of the United States which has as its objective the regulation of premises used for dwelling purposes; or
 - (c) The manufactured home tenant's participation in the activities of a tenant's organization.
2. No manufactured home park owner or operator shall substantially alter the terms of the tenancy in retaliation for any actions set forth in subparagraphs (a), (b), and (c) of paragraph one of this subdivision. Substantial alteration shall include, but is not limited to, the refusal to continue a tenancy of the manufactured home tenant or, upon expiration of the manufactured home owner's lease, to renew the lease or offer a new lease; provided, however, that a manufactured home park owner or operator shall not be required under this subdivision to offer a manufactured home owner a new lease or a lease renewal for a term greater than one year.
3. This subdivision shall apply to all manufactured home parks with four or more manufactured homes. However, its provisions shall not be given effect in any case in which it is established that the condition from which the complaint or action arose was caused by the manufactured home tenant, a member of the manufactured home tenant's household, or a guest of the manufactured home tenant. Nor shall it apply in a case where a

tenancy was terminated pursuant to the terms of a lease as a result of a bona fide transfer of ownership. The rights and obligations of the manufactured home park owner or operator and the manufactured home tenant shall be governed by the provisions of this subdivision and subdivisions three, four and five of section two hundred twenty-three-b of this article.

OHIO:

Ohio Rev. Code Ann. § 3733.09, Manufactured home parks; residents' remedies; retaliation prohibited

(A) Subject to section 3733.091 of the Revised Code, a park operator shall not retaliate against a resident by increasing the resident's rent, decreasing services that are due to the resident, refusing to renew or threatening to refuse to renew the rental agreement with the resident, or bringing or threatening to bring an action for possession of the resident's premises because:

- (1) The resident has complained to an appropriate governmental agency of a violation of a building, housing, health, or safety code that is applicable to the premises, and the violation materially affects health and safety;
- (2) The resident has complained to the park operator of any violation of section 3733.10 of the Revised Code;
- (3) The resident joined with other residents for the purpose of negotiating or dealing collectively with the park operator on any of the terms and conditions of a rental agreement.

(B) If a park operator acts in violation of division (A) of this section, the resident may:

- (1) Use the retaliatory action of the park operator as a defense to an action by the park operator to recover possession of the premises;
- (2) Recover possession of the premises;
- (3) Terminate the rental agreement.

In addition, the resident may recover from the park operator any actual damages together with reasonable attorneys fees.

(C) Nothing in division (A) of this section prohibits a park operator from increasing the rent to reflect the cost of improvements installed by the park operator in or about the premises or to reflect an increase in other costs of operation of the premises.

OREGON:

Or. Rev. Stat. § 90.750, Right of assembly; canvassing

No provision contained in any bylaw, rental agreement, regulation or rule pertaining to a facility shall:

- (1) Infringe upon the right of persons who rent spaces in a facility to peaceably assemble in an open public meeting for any lawful purpose, at reasonable times and in a reasonable manner, in the common areas or recreational areas of the facility. Reasonable times shall include daily the hours between 8 a.m. and 10 p.m.
- (2) Infringe upon the right of persons who rent spaces in a facility to communicate or assemble among themselves, at reasonable times and in a reasonable manner, for the purpose of discussing any matter, including but not limited to any matter relating to the facility or manufactured dwelling or floating home living. The discussions may be held in the common areas or recreational areas of the facility, including halls or centers, or any resident's dwelling unit or floating home. The landlord of a facility, however, may enforce reasonable rules and regulations including but not limited to place, scheduling, occupancy densities and utilities.
- (3) Prohibit any person who rents a space for a manufactured dwelling or floating home from canvassing other persons in the same facility for purposes described in this section. As used in this subsection, "canvassing" includes door-to-door contact, an oral or written request, the

distribution, the circulation, the posting or the publication of a notice or newsletter or a general announcement or any other matter relevant to the membership of a tenants' association.

(4) This section is not intended to require a landlord to permit any person to solicit money, except that a tenants' association member, whether or not a tenant of the facility, may personally collect delinquent dues owed by an existing member of a tenants' association.

(5) This section is not intended to require a landlord to permit any person to disregard a tenant's request not to be canvassed.

Or. Rev. Stat. § 90.755, Political activity

(1) No provision in any bylaw, rental agreement, regulation or rule shall infringe upon the right of a person who rents a space for a manufactured dwelling or floating home to invite public officers, candidates for public office or officers or representatives of a tenant organization to appear and speak upon matters of public interest in the common areas or recreational areas of the facility at reasonable times and in a reasonable manner in an open public meeting. The landlord of a facility, however, may enforce reasonable rules and regulations relating to the time, place and scheduling of the speakers that will protect the interests of the majority of the homeowners.

(2) The landlord shall allow the tenant to place political signs on or in a manufactured dwelling or floating home owned by the tenant or the space rented by the tenant. The size of the signs and the length of time for which the signs may be displayed are subject to the reasonable rules of the landlord.

Or. Rev. Stat. § 90.765, Retaliatory conduct by landlord

(1) In addition to the prohibitions of ORS 90.385, a landlord who rents a space for a manufactured dwelling or floating home may not retaliate by increasing rent or decreasing services, by serving a notice to terminate

the tenancy or by bringing or threatening to bring an action for possession after:

- (a) The tenant has expressed an intention to complain to agencies listed in ORS 90.385;
 - (b) The tenant has made any complaint to the landlord which is in good faith;
 - (c) The tenant has filed or expressed intent to file a complaint under ORS 659A.820; or
 - (d) The tenant has performed or expressed intent to perform any other act for the purpose of asserting, protecting or invoking the protection of any right secured to tenants under any federal, state or local law.
- (2) If the landlord acts in violation of subsection (1) of this section the tenant is entitled to the remedies provided in ORS 90.710 (1) and has a defense in any retaliatory action against the tenant for possession.

PENNSYLVANIA:

68 Pa. Cons. Stat. § 250.205, Participation in Tenants' Association

No individual unit lease on residential property shall be terminated or nonrenewed on the basis of the participation of any tenant or member of the tenant's family in a tenants' organization or association.

68 Pa. Cons. Stat. § 398.16, Retaliatory evictions

Any action by a mobile home park owner or operator to recover possession of real property from a mobile home park resident or to change the lease within six months of a resident's assertion of his rights under this act or any other legal right shall raise a presumption that such action constitutes a retaliatory and unlawful eviction by the owner or operator and is in violation of this act. Such a presumption may be rebutted by competent evidence presented in any appropriate court of initial jurisdiction within the Commonwealth.

RHODE ISLAND:

R.I. Gen. Laws § 31-44-5, Reprisals

- (a) No licensee shall take reprisal(s) against a resident or prospective resident or association formed pursuant to § 31-44-3.1.
- (b) An increase in rent, nonrenewal of lease, refusal to offer a lease, or termination of tenancy, taken by a licensee against a resident, prospective resident, or association within six (6) months after the resident, prospective resident, or association has taken any protected lawful action, shall create a rebuttable presumption that the act by the licensee is a reprisal. Reprisal may be pleaded as a defense in any court proceeding brought against a resident or prospective resident after he or she has taken any protected lawful action.
- (c) In addition to any other remedy under this chapter, a resident, prospective resident, or association who has been the subject of a reprisal shall be entitled to the remedies provided for retaliatory actions in § 34-18-46.

R.I. Gen. Laws § 31-44-13, Right of mobile home owners to peaceably assemble--Right to communicate

- (a) No provision contained in any bylaw, rental agreement, regulation, or rule pertaining to a mobile home park shall infringe upon the right of the mobile home owners to peaceably assemble in an open public meeting for any lawful purpose, at reasonable times and in a reasonable manner, in the common areas or recreational areas of the mobile home park.
- (b) No provisions contained in any bylaw, rental agreement, regulation, or rule pertaining to a mobile home park shall infringe upon the right of the mobile home owners or tenants to communicate or assemble among themselves, at reasonable times and in a reasonable manner, for the purpose of discussing any problems relative to the mobile home park. The discussions may be held in the common areas or recreational areas of the park, including halls or centers, or in any resident's home.

In addition, the park owner or developer may not unreasonably restrict the use of any facility, including the use of utilities, when requested. Written notice must be provided to the mobile home park management and/or owner of the time and place for the assembly. The assembly shall be open to all park residents.

- (c) No provision contained in any bylaw, rental agreement, regulation, or rule pertaining to a mobile home park shall prohibit any mobile home owner of the mobile home park from canvassing mobile home owners of the mobile home park for the purposes described in this subsection. For the purposes of this subsection, the term "canvassing" includes an oral or written request; the distribution, circulation, posting, or publication of a notice; or a general announcement requesting the payment of membership dues or other matters relevant to the membership, federation, or organization. Canvassing shall be done at a reasonable time or times and in a reasonable manner. It is the intent of the legislature, through the enactment of this subsection, to prohibit any owner, developer, or manager of a mobile and manufactured home park from prohibiting free communication among mobile home owners or tenants in the guise of regulations or rules restricting or limiting canvassing for association, federation, or organization dues or other association, federation, or organization matters.

SOUTH CAROLINA:

S.C. Code Ann. § 27-47-450, Access to common areas; utility connections and systems

An owner shall provide access to the common areas of the park at reasonable times for the benefit of residents and their guests and maintain in proper working condition the utility connections and systems.

S.C. Code Ann. § 27-40-910, Retaliatory conduct prohibited

- (a) Except as provided in this section, a landlord shall not retaliate by increasing rent to an amount in excess of fair-market value or decreasing essential services or by bringing an action for possession after:

- (1) the tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health and safety; or
 - (2) the tenant has complained to the landlord of a violation of this chapter.
- (b) If the landlord acts in violation of subsection (a), the tenant is entitled to the remedies provided in § 27-40-660 as a defense in any retaliatory action against him for possession. If the defense by the tenant is without merit, the landlord is entitled to reasonable attorney's fees. If the defense is raised in bad faith, the landlord may recover up to three month's periodic rent or treble the actual damages, whichever is greater. If the landlord recovers damages under this section, he may not also recover damages under § 27-40-760.
- (c) Notwithstanding subsections (a) and (b), a landlord may bring an action for possession if:
- (1) the violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant, a member of his family, or other person on the premises with his permission or who is allowed access to the premises by the tenant, or
 - (2) there is material noncompliance by the tenant under § 27-40-710 or § 27-40-720; or
 - (3) compliance with the applicable building or housing code requires alteration, remodeling, or demolition which would effectively deprive the tenant of use of the dwelling unit.
- (d) The maintenance of an action under subsection (c) does not release the landlord from liability under subsection (b) of § 27-40-610.
- (e) Notwithstanding the provisions of subsection (a) a landlord who rents more than four adjoining dwelling units on the premises may increase rent without there being a presumption of retaliation, provided that the

increase applies uniformly to all tenants, or so long as the rent does not exceed the fair-market value.

- (f) In an action for possession where the tenant intends to raise a defense under this section, the tenant must notify the landlord in writing within ten days after service of the Rule to Vacate or Show Cause of his intent to do so. After the tenant has filed an Answer to the Rule, the court shall hear the matter as promptly as is feasible.
- (g) If the landlord retaliates against the tenant for engaging in conduct protected under section (a) by refusing to renew the lease, and if the tenant is not in default as to payment of rent, the landlord may not recover possession of the dwelling unit for seventy-five days and may not increase rent to an amount in excess of fair-market value or decrease essential services pending the recovery of the dwelling unit, provided that the tenant proves the landlord's violation of this chapter, the landlord had notice of such violation, and the landlord had notice of the tenant's complaint prior to expiration of the lease.
- (h) Any landlord who acts in retaliation against the tenant for engaging in protected conduct is liable for damages up to three month's rent or treble the actual damages sustained by the tenant, whichever is greater, and reasonable attorney's fees. Nothing in this section may be construed to prohibit an action for damages after a landlord has recovered possession of the dwelling unit in subsection (c), provided the ejectment was primarily in retaliation against the tenant's protected conduct.

SOUTH DAKOTA:

S.D. Codified Laws § 43-32-27, Cause of action against lessor for retaliatory conduct

A cause of action may arise in favor of a lessee and against a lessor of residential property, including a manufactured or mobile home community owner, for retaliation by the lessor against the lessee if the lessor increases rents above fair market value; if the lessor decreases electric, gas, water, or sewer services; or if the lessor gives the lessee notice to vacate the premises

when such notice is not based upon a breach of the terms of the lease; subsequent to any of the following special events:

- (1) The lessor has received written notice from the lessee or a governmental agency that the lessee has complained to a governmental agency charged with responsibility for enforcement of a building or housing code violation applicable to the premises and materially affecting health and safety, and the complaint is determined to be reported in good faith; or
- (2) The lessee has given written notice to the lessor of a condition requiring repair pursuant to § 43-32-9; or
- (3) The lessee has organized or become a member of a tenant's union or organization.

It shall be a defense to this cause of action that the notice to vacate the premises was given by the lessor more than one hundred eighty days after the occurrence of a special event. The failure of the lessor to renew any written lease prior to or upon its expiration, is not retaliation.

TEXAS:

Tex. Prop. Code Ann. § 94.001 (Vernon), Definitions

In this chapter:

- (1) "Landlord" means the owner or manager of a manufactured home community and includes an employee or agent of the landlord.

* * * * *

Tex. Prop. Code Ann. § 94.006 (Vernon), Tenant Meetings

- (a) Except as provided by Subsection (b), a landlord may not interfere with meetings by tenants of the manufactured home community related to manufactured home living.
- (b) Any limitations on meetings by tenants in the common area facilities must be included in the manufactured home community rules.

**Tex. Prop. Code Ann. § 94.251 (Vernon),
Retaliation by Landlord**

- (a) A landlord may not retaliate against a tenant by taking an action described by Subsection (b) because the tenant:
 - (1) in good faith exercises or attempts to exercise against a landlord a right or remedy granted to the tenant by the lease agreement, a municipal ordinance, or a federal or state statute;
 - (2) gives the landlord a notice to repair or exercise a remedy under this chapter; or
 - (3) complains to a governmental entity responsible for enforcing building or housing codes, a public utility, or a civic or nonprofit agency, and the tenant:
 - (A) claims a building or housing code violation or utility problem; and
 - (B) believes in good faith that the complaint is valid and that the violation or problem occurred.
- (b) A landlord may not, within six months after the date of the tenant's action under Subsection (a), retaliate against the tenant by:
 - (1) filing an eviction proceeding, except for the grounds stated by Subchapter E;[FN1]
 - (2) depriving the tenant of the use of the premises, except for reasons authorized by law;
 - (3) decreasing services to the tenant;

- (4) increasing the tenant's rent;
- (5) terminating the tenant's lease agreement; or
- (6) engaging, in bad faith, in a course of conduct that materially interferes with the tenant's rights under the tenant's lease agreement.

UTAH:

Utah Code Ann. § 57-16-16, Mobile home park residents' associations

(1) As used in this section:

- (a) "Park operator" means an owner, operator, or manager of a mobile home park, including an employee, agent, or independent contractor of the owner, operator, or manager.
- (b) "Primary resident association" means, for a mobile home park with more than one resident association, the resident association that has more members than any other resident association within the mobile home park.
- (c) "Resident association" means an organization of mobile home park residents organized to address their common interests and concerns related to the mobile home park.
- (d) "Resident entity" means a noncommercial entity that:
 - (i) advocates for residents of the mobile home park; or
 - (ii) addresses issues relating to mobile home parks that affect or are of concern to residents of the mobile home park.

(2)(a) Residents in a mobile home park may:

- (i) form a resident association; and
- (ii) participate in a regional, state, or national resident association or advocacy group.

- (b) A resident association may limit membership in a resident association to owners of manufactured homes within a mobile home park if the purpose of the resident association is to purchase some or all of the mobile home park.
- (c) (i) There may be more than one resident association for a mobile home park.
 - (ii) A park operator is not required to acknowledge any resident association other than the primary resident association.
- (3) At a meeting at which a majority of members are present, resident association members may:
 - (a) elect officers of the resident association; and
 - (b) adopt bylaws of the resident association.
- (4) (a) Except in an emergency , a resident association shall provide seven days' notice of a resident association meeting to all residents of the mobile home park.
 - (b) A resident of a mobile home park may attend a meeting of a resident association, whether or not the resident is a member of the resident association.
- (5) (a) An officer or member of a resident association may not be held personally responsible or liable for an act or omission of the resident association or of another officer or member of the resident association.
 - (b) Subsection (5) (a) may not be construed to limit the liability of an individual who is an officer or member of a resident association for the individual's act or omission.
- (6) A park operator may not:
 - (a) be a member of a resident association;

- (b) attend a meeting of the resident association unless given a written invitation to the meeting by an officer of the resident association;
 - (c) unlawfully interfere with the resident association's operation;
 - (d) interfere with a resident's right to contact a state or local health department, a municipality, or other group to complain about the health and safety conditions of the mobile home park; or
 - (e) harass or threaten a resident association.
- (7) A resident association may not:
- (a) impose fees, dues, or assessments, upon its members unless a majority of the members agree to the imposition of fees, dues, or assessments; or
 - (b) harass or threaten a park operator.
- (8) A park operator shall permit meetings by a resident association located within the park relating to manufactured home living or social or educational purposes, including forums for or speeches by public officials or candidates for public office.
- (9) Except for reasonable time, place, and manner limitations, a park operator may not prohibit or adopt a rule prohibiting a mobile home park resident or a resident entity from exercising within the mobile home park the right of free expression for noncommercial purposes, including peacefully organizing, assembling, canvassing, petitioning, leafleting, or distributing written, noncommercial material within the mobile home park.
- (10) (a) A resident association may schedule with the park operator the use of the mobile home park's common facilities, if any, free of charge.
- (b) A resident association is responsible for any damage to the mobile home park's common facilities caused by a member of the resident association or a guest or invitee while the resident association uses a common facility.

- (c) A park operator may reasonably limit the frequency of a resident association's use of a common facility if the limitation allows use at least once per week.
- (d) A park operator may not:
 - (i) charge a resident or resident association a security deposit to use a common facility of the mobile home park that exceeds the amount normally and uniformly charged as a security deposit for use of the common facility; or
 - (ii) except as provided in Subsection (10)(e), require a resident or resident association to obtain liability insurance in order to use a common facility.
- (e) A park operator may require liability insurance if:
 - (i) the rules of the mobile home park permit the consumption of alcoholic beverages in a common facility; and
 - (ii) alcoholic beverages are to be served at a meeting or private function of the resident association in the common facility.
- (11)(a) A park operator may not alter or refuse to renew an existing rental agreement, change a rule of the mobile home park, enforce a mobile home park rule in an unreasonable or nonuniform way, bring or threaten to bring an eviction action or other civil action, or take any other action in retaliation based primarily on a resident:
 - (i) expressing an intention to complain or having complained to a governmental agency about a matter relating to the mobile home park;
 - (ii) making a complaint in good faith to the park operator;
 - (iii) filing or expressing an intention to file a lawsuit or administrative action against the park operator; or

- (iv) testifying in a judicial or administrative proceeding or before a public body.
 - (b) Subsection (11)(a) does not limit a defense available under the law to a resident in an eviction action.
- (12) This section may not be construed to prohibit a park operator from:
- (a) evicting a tenant as provided in other provisions of this chapter; or
 - (b) exercising other rights the park operator has under applicable law.

VERMONT:

Vt. Stat. Ann. tit. 10, § 6247, Retaliatory conduct prohibited

- (a) A park owner may not retaliate by any of the following:
 - (1) Establishing or changing terms of a rental agreement.
 - (2) Bringing or threatening to bring an action against a resident who has done any of the following:
 - (A) Complained in writing to a governmental agency charged with responsibility for enforcement of a building, housing or health regulation of a violation applicable to the premises materially affecting health and safety.
 - (B) Complained in writing to the park owner of a violation of this chapter.
 - (C) Organized or become a member of a resident's association or similar organization.
- (b) If the park owner acts in violation of this section, the resident is entitled to recover damages and reasonable attorney's fees and has a defense in any retaliatory action for possession.

VIRGINIA:

Va. Code Ann. § 55-248.50, Retaliatory conduct prohibited

- A. Except as provided in this section, or as otherwise provided by law, a landlord shall not retaliate by selectively increasing rent or decreasing services or by bringing or threatening to bring an action for possession after he has knowledge that: (i) the tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health or safety; (ii) the tenant has made a complaint to or filed a suit against the landlord for a violation of any provision of this chapter; (iii) the tenant has organized or become a member of a tenants' organization; or (iv) the tenant has testified in a court proceeding against the landlord.
- B. The landlord shall be deemed to have knowledge of a fact if he has actual knowledge of it; he has received a notice or notification of it; or, from all the facts and circumstances known to him at the time in question, he has reason to know that it exists.
- C. Notwithstanding the provisions of subsections A and B of this section, a landlord may terminate the rental agreement pursuant to subsection A of § 55-248.46 and bring an action for possession if:
 - 1. Violation of the applicable building and housing code was caused by lack of reasonable care by the tenant or a member of his household or a person on the premises with his consent;
 - 2. The tenant is in default in rent; or
 - 3. The tenant is in default of a provision of the rental agreement materially affecting the health and safety of himself or others.

WASHINGTON:

Wash. Rev. Code § 59.22.050, Office of mobile home affairs--Duties

- (1) In order to provide general assistance to manufactured/mobile home resident organizations, qualified tenant organizations, manufactured/mobile home community or park owners, and landlords and tenants, the department shall establish an office of manufactured housing.

This office will provide, either directly or through contracted services, technical assistance to qualified tenant organizations as defined in RCW 59.20.030 and resident organizations or persons in the process of forming a resident organization pursuant to chapter 59.22 RCW. The office will keep records of its activities in this area.

- (2) The office shall administer the mobile home relocation assistance program established in chapter 59.21 RCW, including verifying the eligibility of tenants for relocation assistance.

Wash. Rev. Code § 59.20.070, Prohibited acts by landlord

A landlord shall not:

* * * * *

- (3) Prohibit meetings by tenants of the mobile home park to discuss mobile home living and affairs, including political caucuses or forums for or speeches of public officials or candidates for public office, or meetings of organizations that represent the interest of tenants in the park, held in any of the park community or recreation halls if these halls are open for the use of the tenants, conducted at reasonable times and in an orderly manner on the premises, nor penalize any tenant for participation in such activities;

- (4) Prohibit a public official or candidate for public office from meeting with or distributing information to tenants in their individual mobile homes, manufactured homes, or park models, nor penalize any

tenant for participating in these meetings or receiving this information;

(5) Evict a tenant, terminate a rental agreement, decline to renew a rental agreement, increase rental or other tenant obligations, decrease services, or modify park rules in retaliation for any of the following actions on the part of a tenant taken in good faith:

- (a) Filing a complaint with any state, county, or municipal governmental authority relating to any alleged violation by the landlord of an applicable statute, regulation, or ordinance;
- (b) Requesting the landlord to comply with the provision of this chapter or other applicable statute, regulation, or ordinance of the state, county, or municipality;
- (c) Filing suit against the landlord for any reason;
- (d) Participation or membership in any homeowners association or group;

WEST VIRGINIA:

W. Va. Code § 37-15-7, Retaliatory conduct prohibited

- (a) Except as provided in this section, or as otherwise provided by law, a landlord may not retaliate by selectively increasing rent or decreasing services or by bringing or threatening to bring an action for possession after the landlord has knowledge that: (1) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health or safety; (2) the tenant has made a complaint to or filed a suit against the landlord for a violation of any provision of this article; (3) the tenant has organized or become a member of a tenant's organization; or (4) the tenant has testified in a court proceeding against the landlord.

(b) Notwithstanding the provisions of subsection (a) of this section, a landlord may terminate the rental agreement pursuant to subsection (b), section six of this article unless the magistrate or circuit court finds that the reason for the termination was retaliation.

WISCONSIN:

**Wis. Admin. Code, Ag. Trade & Cons. Prot. § 125.08,
Termination of Tenancy**

* * *

- (2) No operator shall terminate a rental agreement or refuse, upon expiration of a lease, to renew the lease or to enter into a new rental agreement for the reason that:
- (a) The tenant has reported a violation, by the operator, of this chapter or any other law to any governmental authority, or filed suit alleging such violation.
 - (b) The tenant is a member of a tenant's union or association.
 - (c) The operator wishes to make a site available to a person purchasing a mobile home from the operator or an agent of the operator.