

Do you own your own manufactured home and are only renting the lot?

Read here to learn about your rights.

The law that applies to rentals of lots for placement of manufactured homes is called the Montana Residential Mobile Home Lot Rental Act (“Lot Rental Act”), which can be found in the law at section 70-33-101, Montana Code Annotated. If you own your own manufactured home and only rent the land that your home sits on, you and your landlord may be covered by the Lot Rental Act.

The Lot Rental Act took effect in October 2007. Before then, rentals of manufactured home lots were covered by the same law that applies to all other residential rentals – the Montana Residential Landlord and Tenant Act of 1977 (“MRLTA”), sec. 70-24-101, Montana Code Annotated (“MCA”).

Now the Lot Rental Act contains all of the laws that apply to rentals of land for manufactured homes. A manufactured homeowner who is renting only a lot can refer to the Lot Rental Act to see what the laws are. The MRLTA does not apply.

Frequently asked questions about Lot Rental Act

1. When did the Lot Rental Act take effect?

Oct. 1, 2007. After that date, all lot-only rental agreements are covered by the Lot Rental Act instead of the MRLTA.

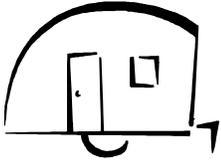
2. Is my rental agreement covered by the Lot Rental Act?

The Lot Rental Act covers all rental agreements where a tenant/homeowner owns her manufactured home and is only renting the lot. If you are renting BOTH the manufactured home and the lot, the Lot Rental Act does not apply to you – the MRLTA does.

The Lot Rental Act covers all rental agreements, even if the agreement is not in writing. If you have placed your manufactured home on someone else’s land and are paying rent to that land-owner, you have a rental agreement even if there’s nothing in writing.

The Lot Rental Act does NOT cover your rental agreement if you:

- are actually buying the land, instead of renting it;
- are using the land primarily for commercial or agricultural purposes;
- work for the land-owner and only have the right to live there if you continue working there;
- live outside the city limits and your rental of the lot includes hunting, fishing, or agricultural privileges along with the use of the lot;
- do not own the manufactured home and are renting both the manufactured home and the lot from the same landlord.



3. What if I live in my RV or camping trailer?

If you live in your camping trailer or RV, and rent a lot from a land owner, you are covered by the Lot Rental Act, not the MRLTA.

The law has an official definition for what a manufactured home is, and that definition includes RVs or camping trailers, if you live in them. The law says:

The term, "manufactured home," means forms of housing known as, "trailers," "housetrailers," or "trailer coaches," exceeding 8 feet in width or 45 feet in length, designed to be moved from one place to another by an independent power connected to them, or any trailer, housetrailer, or trailer coach up to 8 feet in width or 45 feet in length used as a principal residence.

You can find this definition at Section 15-1-101, MCA. This is because Section 70-33-103(7) of the Lot Rental Act refers to Section 15-1-101, MCA, for the definition of "manufactured home."

4. What if I'm renting a piece of land from a rancher? Does the Lot Rental Act only apply to manufactured homes placed in manufactured home parks?

The Lot Rental Act applies to rentals of ANY land to a tenant/homeowner for placement of her manufactured home. You don't have to live in a manufactured home park to be covered by the Lot Rental Act. If your manufactured home is on someone else's land and you pay rent to that land-owner, you are covered by the Lot Rental Act, unless one of the exemptions described in question 2 applies.

5. My landlord is trying to evict me for no reason. Is that legal?

The land owner cannot make you to move for no reason.

The land owner must have good cause to terminate your rental agreement. Even if you have a month-to-month rental agreement, the land owner must have a good reason, as specified in the law (Section 70-33-433, MCA), to end your rental agreement.

If your landlord asks you to move for no reason and you want to stay, you may want to contact Montana Legal Services Association to apply for legal assistance (see "Resources" section, below), or an attorney in private practice.

6. What can my landlord legally evict me for?

The landlord can terminate your rental agreement if you violate the terms of the agreement or if you violate the law. If the landlord terminates your agreement the landlord must give you

proper notice. To find out how many days' notice the landlord must give you before terminating your rental agreement, see the chart below, or refer to Section 70-33-433, MCA.

The landlord may also terminate the rental agreement for a legitimate business reason or for a change of use of the land. This usually means that the landlord intends to sell the land and not use it for manufactured home lots anymore.

If the landlord plans to change the use of the land, the landlord must give you 180 days written notice to move. If government hearings are necessary to obtain permits for the new land use, the landlord must give each resident notice at least 15 days before the hearing.

If the landlord wants to end your rental agreement for a legitimate business reason, the landlord must give you a 90 day written notice. The landlord must have a specific business reason for asking you to move.

7. Do I get the chance to correct a violation before I am evicted?

For some violations, yes. For instance, if you can fix the violation by making repairs or by paying some money and you fix the problem before the date of termination specified in the notice from the landlord, the rental agreement does not end. For more information, see the chart below or Section 70-33-433 (3), MCA.

Reason for Termination	Notice Period
Non-payment of rent, late charges, or common area maintenance fees	7 days to pay or move
Violation of a rule other than nonpayment that does not create immediate threat to health and safety	14 days to fix the violation or move
Violation of a rule: immediate threat to health and safety	24 hours to fix the violation or move
The tenant/homeowner has no right to fix the following violations:	
Late payments 3 or more times within 12 months, if the landlord issued written notice after each late payment	30 days, after the third time you pay late
Violation of rule: immediate threat to health and safety (NOTE: the law gives the landlord the option of sending you a 24-hour notice with the right to fix the violation, but even if you fix the violation, giving you a 14-day notice to move)	14 days
2 or more violations of same park rule within 12 months, if the landlord issued written notice after each violation	30 days, after the last violation
2 or more violations for failing to maintain your lot within 12 months, including violating a tenant obligation listed in question 11 below	14 days

Causing damage or removing part of the premises	3 days (70-33-422)
Tenant being arrested or charged with criminal production of drugs, operation of a drug lab, or gang-related activity	3 days (70-33-422)
Tenant's disorderly conduct/disrupting peaceful enjoyment of others	30 days
Any other noncompliance or violation not specified by law that endangers other residents or the landlord or the landlord's staff, or causes damage to the premises	14 days
Conviction of the manufactured-homeowner or the tenant of the manufactured-homeowner of a violation of federal or state law or local ordinance affecting health and safety	14 days
Landlord changes use of land	180 days
Landlord has legitimate business reason	90 days

8. My landlord is trying to sell the manufactured home park where I live. I can't afford to move. Plus, there are no other parks that will accept homes as old as mine. What are my rights?

Current law allows the landlord to ask you to move if the landlord is selling the park, or changing the use of the land. Even if you can't find a place to move, the landlord can still force you out, as long as the landlord gives you the notices required by law, and follows the correct court procedure for an eviction.

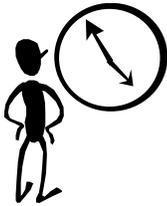
The notices required by the law are as follows (section 70-33-433(2), MCA):

"If a landlord plans to change the use of all or part of the land comprising the manufactured home park from manufactured home lot rentals to some other use, each affected manufactured home owner must receive notice from the landlord as follows:

(a) The landlord shall give the manufactured home owner and a tenant of the manufactured home owner at least **15 days' written notice** that the landlord will be appearing before a unit of local government to request permits for a change of use of the manufactured home park.

(b) After all required permits requesting a change of use have been approved by the unit of local government, the landlord shall give the manufactured home owner and a tenant of the manufactured home owner **6 months' written notice** of termination of tenancy. If the change of use does not require local government permits, the landlord shall give the written notice at least 6 months prior to the change of use. In the notice, the landlord shall disclose and describe in detail the nature of the change of use."

9. What if my landlord gives me a notice to move, and I don't move?



The landlord cannot force you to move without first going to court. If the landlord wants you to move, the landlord must give you a written notice to vacate, then if you're not out by the date given in the notice, the landlord must file an eviction lawsuit against you in court. The landlord cannot legally take matters into the landlord's own hands by shutting off your water, gas or electricity, or by locking you out, or by having the sheriff go to your home and tell you to leave.

If the landlord files an eviction lawsuit against you, you will be served with copies of the court papers. Being "served" means that someone will actually hand you copies of the papers in person. Then you will have 10 business days to file a written answer with the court (you don't count holidays or Saturdays or Sundays). After you file a written answer, the judge will set a hearing, usually within 20 days of when you file your answer. At the hearing, the landlord and the landlord's witnesses can testify about why you should be evicted. Then you and your witnesses can testify about why you should not be evicted. After hearing all testimony and considering the applicable law, the judge will decide whether you are evicted.

IMPORTANT: If you get served with any court papers, be sure and file a written answer with the court before the deadline given. If you don't file an answer, there may be no hearing, and the court may award the landlord whatever the landlord asked for in the lawsuit. The court usually charges you a fee for filing your answer – which may be \$20.00 or more. If you cannot afford to pay the filing fee, ask the court clerk for the affidavit to fill out to tell the judge about your monthly income and expenses. The judge will review your affidavit and decide whether you have to pay the filing fee.

Only a judge can legally order your eviction. Your landlord cannot force you to move without first going to court.

But, it may be better for you if you move before your landlord files an eviction lawsuit. Why? Because you face some risks if your landlord takes you to court and wins the eviction lawsuit:

a) triple damages -- If after the hearing, the court decides that you stayed on the lot after the deadline given in the landlord's written notice to vacate, without a good reason, and on purpose, the court may order you to pay the landlord the amount of 3 months' rent or 3 times the damages the landlord suffered because you stayed on the lot, whichever amount is larger.

b) court costs and attorney fees -- If the landlord wins the eviction lawsuit, the judge may also order you to pay the landlord's court costs and attorney fees (if the landlord hired an attorney).

So, if your landlord gives you a notice to vacate and you want to stay or you need more time to move, your best option is to talk to your landlord to try and reach an agreement, instead of having the landlord file an eviction suit against you.

10. The landowner is setting conditions for the sale of my home (such as saying that only I can live there, or that I can't sell because it is 12' wide or pre-1976). Can the landowner do that?



You as owner of the manufactured home have the exclusive right to sell the manufactured home. You do not have to make any changes the landlord asks you to before selling your home, but the landlord does not have to rent the lot to the person you sell it to. If the buyer of your home wants to keep the home on the same lot, the buyer would have to be accepted as a tenant by the land owner. The land owner must consent in writing to the buyer moving in. The landlord may not interfere with the sale of your home, but the new purchaser must deal with the landlord to become a tenant on the lot. See Section 70-33-305, MCA. The purchase of the home does not automatically entitle the buyer to rent the manufactured home lot.

11. The landlord says I have to fix my water box, clean out the sewer lines, or trim trees on the property at my own expense. Do I have to fix the landowner's property?



The general rule is that a landlord cannot require you to repair damage that you did not cause, unless you have agreed in writing to do so, in a document that is separate from your rental agreement. The law requires the landlord to maintain the rental property. A landlord must:

- Make sure the rental property meets all applicable building and housing codes that affect your health and safety;
- Make repairs and do whatever is necessary to keep the rental property in a fit and habitable condition;
- Maintain all common areas in a clean and safe condition;
- Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord;
- Provide and maintain appropriate containers for ashes, garbage, rubbish, and other household waste and arrange for their removal, unless otherwise provided in the rental agreement;
- Supply running water at all times, unless the lot is not required by law to have running water or water is supplied by an installation within your control.

But the law also requires you to maintain your lot. A tenant must:

- Comply with all obligations imposed upon tenants by applicable building and housing codes that affect your health and safety;

- Keep the land that you occupy reasonably clean and safe;
- Dispose of all ashes, garbage, and other waste in a clean and safe manner;
- Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, on the premises;
- Conduct oneself and require your household members and guest conduct themselves in a manner that doesn't disturb others' peaceful enjoyment;
- Use all parts of the premises in a reasonable manner considering the purposes for which they were designed and intended.
- Not destroy, deface, damage or remove any part of the premises, or permit any other person to do so.

12. The landowner only enforces some of the rules, some of the time, with some of the people. It isn't fair.

A landlord may adopt rules about your use of the rental lot, common areas and facilities. A rule is enforceable against you, **only** if the rule applies to all tenants in a fair way;

AND

- The rule is in writing;
- The rule is given to you and any other tenant on the rental property, and to each new tenant to the rental property upon arrival;
- The purpose of the rule is to promote the convenience, safety, or welfare of people living on the rental property, to preserve the landlord's property from abusive use, or to make access fair to services and facilities for all tenants;
- The rule is related to its purpose;
- The rule is clearly worded so that you are fairly informed of what you must or must not do to follow the rule;
- The rule is not for the purpose of allowing the landlord to avoid the landlord's duties; and,
- You have notice of the rule at the time that you enter into the rental agreement or when the rule is first in effect.

If the rule is adopted after you enter into a rental agreement and the rule makes a major change in the rental agreement, the rule is not valid until 30 days after the landlord gives you written notice. If you don't agree with the new rule, your option is to move within the 30 days.

13. Where should I file a complaint for water or sewer problems with the property?

If you have a water or sewer problem that your landlord refuses to fix, you should contact your County Health Department. Ask for the office that inspects homes for health hazards. Most counties have a public health inspector, but some do not. If the health inspector finds a problem at your rental, the health inspector may notify the landlord, or the inspector may send you a letter about the problem, and you can give that letter to your landlord. If the problem is serious, the County may pursue the matter in court if the landlord does not fix the problem.

If the sewer or water problem may harm the environment or cause a threat to human health, you can report it to the Enforcement Division of the Montana Department of Environmental Quality (DEQ). The Enforcement Division will investigate all legitimate complaints to determine if there is a violation of Montana environmental laws. You can file the report anonymously if you like. You can get the forms online at <http://deq.mt.gov/enf/spill.asp>, or call DEQ at (406) 444-0379.

14. Where should I file a complaint for harassment or threats from the property manager or landowner?

If the landowner or property manager threatens to harm or kill you, you should call law enforcement immediately. It may be a crime for the landowner or the property manager to threaten you with violence.

If the landowner or property manager is generally harassing you, but not threatening your physical safety, you may want to seek legal advice. If it is the property manager who's harassing you, you could complain to the actual land owner.

If the landowner or property manager is harassing you based on your race, disability, sex, or other status protected by law, you can complain to the Montana Human Rights Bureau. That office may investigate your complaint and has the power to take action against the landowner or property manager. You may also want to contact Montana Fair Housing, which is a nonprofit agency that assists with claims of discrimination. Contact information for these offices is provided in the "Resources" section below.

If the landowner or property manager is harassing you by entering the property unreasonably or entering repeatedly you can file a lawsuit and possibly recover money for whatever actual damage you suffered from the harassment, and also get the judge to order the landlord to stop harassing you. You also have the option of terminating the rental agreement. See Section 70-33-408, MCA for more information.

15. What if the manager/landowner is not following the law?

Different violations of the Lot Rental Act have different remedies. You should look to the Montana Code to find the right remedy for the specific violation. Be sure to keep good records. If your landlord violates the law, write it down. If you can, get witnesses. This way you will be able to make a stronger argument in court if you end up filing a lawsuit.

Resources:

www.montanalawhelp.org - website that contains general information about housing law (and other areas of law)

Montana Code - you can access all of Montana's laws on the website of the **State Law Library**, <http://courts.mt.gov/library>. For the landlord-tenant laws, click on "MCA" in the upper left portion of the library's home page, then click on "Title 70 Property," then click on either Chapter 33 for the Lot Rental Act or Chapter 25 for the Tenants' Security Deposits law. You can also find a full set of Montana Code books at your local public library.

www.montanafairhousing.org – website that contains a wealth of information about housing discrimination. Montana Fair Housing may be able to help you if your landlord is treating you differently because of your family status (for example, because you have children), your race, your disability, sex, or other protected class.

erd.dli.mt.gov/humanright/hrhome.asp – website for the Montana Human Rights Bureau. Has information about how to file a complaint with the government about discrimination.

For general information about government-assisted rentals (including Section 8) or home-buying programs, see the **Housing Division of Montana Department of Commerce** at <http://commerce.mt.gov>. Then click on the green "Housing" tab in the top center of the page.

Montana Legal Services Association – www.mtlsa.org -- provides free legal advice and representation to persons and families whose income is at or below 200% of the federal poverty level. To apply for MLSA's assistance, please call the HelpLine at 1-800-666-6899, or fill out the written application that can be found on www.mtlsa.org. The HelpLine staff can tell you whether your income meets or exceeds the 200% guideline.

To download forms for making a complaint about environmental concerns contact **The Montana Department of Environmental Quality** at <http://www.deq.state.mt.us/enf/spill.asp>

If you live in Missoula County, and have a complaint about your rented lot that affects your health, you can find information on how to file a complaint at <http://www.co.missoula.mt.us/EnvHealth/EnvHealthDiv/Complaints/complainforms.htm>.