

# Montana Legal Services Association

## Mobile Home Lot Rentals in Montana (FAQs)



Providing, protecting, and enhancing access to justice.

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## Mobile Home Lot Rentals in Montana (FAQs)

If you own a mobile home and rent the lot in Montana, this article will help you:

- Understand your rights
- Know what the landlord must do to make you move
- Learn what you can do if the landlord violates your rights.

### Summary:

This article may be right for you if you own your mobile home and rent a lot in Montana. When you own a mobile home and only rent the lot it sits on, you and your landlord are covered by the Montana Residential Mobile Home Lot Rental Act. We'll call it the "Lot Rental Act" to keep it short. You can find the laws in the Lot Rental Act starting at section 70-33-101, Montana Code Annotated. 70 is the title number. 33 is the chapter number. And, 101 is the Section.

When you own a mobile home and rent the lot, you have different rights than if you were renting both the mobile home and the lot. This article talks about your specific rights when you own your mobile home and are renting only the lot. If that is not your situation, you'll want to look at our other article "What You Should Know about Evictions in Montana."

In this article, we'll answer the following frequently asked questions:

- Is my rental agreement covered by the Lot Rental Act?
- What if I live in an RV or camper, not a mobile home?
- What if I rent a lot that's not in a trailer park?
- The lot-landlord is trying to evict me for no reason. Is that legal?
- What can the landlord legally evict me for?
- Does the landlord have to give me the opportunity to fix an alleged violation before I am evicted?
- What are my rights when the landlord is selling the trailer park?
- What happens if I don't move out after I get a notice to move?
- Does the landlord have a say if I decide to sell my mobile home?
- Do I have to maintain the rented lot?
- The landowner's rules aren't fair, what are my rights?

- How do I complain about water or sewer problems?
- How do I complain against the landowner or manager for harassment?
- What if the manager or landowner is breaking the law?

After we answer these questions, there will be a Take Action section where you can find more resources for more help.

### **Is my rental covered by the Lot Rental Act?**

The Lot Rental Act covers rentals where the homeowner/tenant owns their own mobile home and is only renting the lot. If you don't own your home and are renting both the mobile home and the lot, the Lot Rental Act does not apply to you. Instead the Montana Residential Landlord and Tenant Act applies.

It doesn't matter if your lease is not in writing. The Lot Rental Act covers your rental agreement, even if the agreement is not in writing. If your mobile home sits on someone else's land and you pay lot rent to that landlord, you have a rental agreement. That is true even if there's nothing in writing.

The Lot Rental Act does **not** cover your rental agreement if:

- You have a rent-to-own agreement for the lot the home sits on, instead of just renting the lot;
- You use the land mostly for commercial or agricultural purposes;
- You work for the landlord and living on the lot is part of your employment agreement;
- You live outside city limits and your rental agreement includes hunting, fishing, or agricultural privileges along with the use of the lot;
- You do not own the mobile home and are renting both the mobile home and the lot.

If you have any questions about whether you are covered by the Lot Rental Act, talk to a lawyer.

### **What if I live in my RV or camper?**

If you live in your RV or camper, and rent a lot from a landowner, you are probably covered by the Lot Rental Act.

The law has an official definition for what a mobile home is. That definition includes RVs and campers, when you live in them as your primary residence. You can find the definition at 15-1-101, MCA. : The term "manufactured home" means 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.

### **What if I rent a lot that's not in a trailer park?**

You don't have to live in a mobile home park to be covered by the Lot Rental Act. You are covered by the Lot Rental Act if you:

- Own your mobile home;
- The mobile home sits on someone else's land; **and**,
- You pay rent to that landowner.

Remember, there are a few exceptions to that rule that we listed above.

### **The landlord is trying to evict me for no reason. Is that legal?**

The landlord cannot make you move for no reason.

The landowner must have good cause to terminate your rental agreement. Even if you have a month-to-month rental agreement, the landowner must have a good reason to end your rental agreement. We'll talk about the reasons a landowner may be able to evict you in the next question.

If your landlord asks you to move for no reason and you want to stay, talk to your landlord to try to work out the dispute. You can also talk to a lawyer.

### **What can the landlord legally evict me for?**

The landlord may not evict you without a court order signed by a judge. If a landlord wants to evict you they must:

1. Give you a valid notice terminating your rental agreement,

2. If you don't move out by the date given in the notice, the landlord can file an eviction lawsuit against you in court,
3. If you file a written answer with the Clerk of Court, the judge will set a hearing date,
4. At the hearing, the landlord must prove to the court that the eviction is lawful.

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. The chart below shows how many days' notice the landlord must give you before they can terminate your rental agreement.

The landlord may also terminate the rental agreement for:

- A legitimate business reason; or,
- A change of use of the land.

### **Legitimate business reason**

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 law doesn't say what is considered a "legitimate business reason."

### **A change of use of the land**

A change in the use of land usually means that the landlord wants to use it for something other than mobile home lots. For example, a change of use in the land would be if the landowner wants to get rid of the mobile lots and build an apartment complex. If the landlord plans to change the use of the land, the landlord must give you **180 days written notice** to move.

The landowner may need to ask the local government for a permit to change the use of the land. If government hearings are necessary to get permits for the new land use, the landlord must give **each resident 15 days written notice before the hearing**. You have the right to show up and testify at the government hearing.

### **Does the landlord have to give me the opportunity to fix an alleged violation**

## before I am evicted?

For some violations, yes. The chart below shows what rental violations you may be able to fix before the landlord may terminate your agreement. The chart includes your deadline for when you must fix the problem before the landlord may end your rental agreement.

Remember, the landlord must terminate your agreement by sending you a written notice of termination, before they can sue to evict you.

## Violations you have the chance to fix

(To read the laws for yourself, go to Section 70-33-433 , MCA. )

Rental violation	Time you have to fix the problem
Non-payment of rent, late charges, or common area maintenance fees.	7 days to pay or move.
Violation of a rule other than non-payment that does <b>not</b> create an immediate threat to health and safety.	14 days to fix the violation or move.
Violation of a rule that <b>does</b> create an immediate threat to health and safety.	24 hours to fix the violation or move. <b>But, even if you fix the problem within 24 hours, the landlord may still terminate the agreement within 14 days.</b> Fixing the problem within 24 hours would give you an extra 2 weeks.

## Violations you have no right to fix

(To read the laws for yourself, go to Section 70-33-433 (3), MCA or 70-33-422, MCA. )

<b>Rental violation</b>	<b>Time you have to move</b>
Violation of a rule that <b>does</b> create an immediate threat to health and safety.	24 hours, if you do <b>not</b> fix the problem within 24 hours, or if the problem cannot be fixed
Late payments 3 or more times within 12 months, if the landlord issued written notice after each late payment	30 days from the notice given after the third time you pay late
2 or more violations of same park rule within 12 months, if the landlord issued written notice after each violation	30 days from the notice given after the last violation
2 or more violations for failing to maintain your lot within 12 months, including violating a tenant obligation listed below	14 days from the notice given after the last violation
Causing damage or removing part of the premises	3 days (70-33-422, MCA)
Tenant creates a reasonable potential for the premises to be damaged or the neighbors injured. If the tenant is arrested or charged with criminal production of drugs, operation of a drug lab, or gang-related activity, that may show a reasonable potential for damage or injury	3 days (70-33-422, MCA)
Tenant's disorderly conduct that results in disrupting the peaceful enjoyment of others	30 days
Any other non-compliance or violation not specified by law that	14 days

endangers other residents or the landlord or the landlord's staff, or causes substantial damage to the premises	
Conviction of the mobile home owner or a tenant of the mobile home owner for breaking 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

### **What are my rights when the landowner is selling the trailer park?**

The law allows the landowner to ask you to move if they are selling the park, or changing the use of the land. Even if you can't find a place to move, the landowner can still force you out. Remember, a landowner cannot force you out without a court order signed by a judge. If a landowner wants to evict you they must:

1. Give you a valid notice terminating your rental agreement,
2. If you don't move out by the date given in the notice, the landlord can file an eviction lawsuit against you,
3. If you file a written Answer with the Clerk of Court, the judge will set a hearing date,
4. At the hearing, the landlord must prove to the court that the eviction is lawful.

When the landlord wants to sell the park or change the use of land, they must give you



the following notices:

1. The landlord must give the mobile home owner and a tenant of the mobile home owner at least **15 days' written notice** that the landowner will be appearing before a unit of local government to request permits for a change of use of the mobile home park.
2. After all required permits requesting a change of use have been approved by the unit of local government, the landowner must give the mobile home owner and a tenant of the mobile home owner **6 months' written notice** of termination of tenancy.
3. If the change of use does not require local government permits, the landlord must give the written notice at least **6 months prior to the change of use**. In the notice, the landowner must describe in detail the nature of the change of use.

To read the law for yourself, go to section 70-33-433(2), MCA.

### **What happens if I don't move out after I get a notice of termination from my landlord?**

A landlord cannot force you out of the rental just because you stay past the date given in the notice of termination. Even if you are behind on the rent or other fees, the landowner cannot legally shut off your utilities, throw your belongings out, or change your locks as a way to force you out. Without a court order for an eviction signed by a judge, the landlord cannot send a deputy over to forcibly remove you from the lot.

All a landlord can legally do to force you to move out is to file an eviction lawsuit.

When you get the landlord's termination notice, you have to make a decision. You can choose to stay past the deadline given in the notice and risk going to court, or you can choose to move out by the deadline given in the notice.

You have these options:

1. Move out by the deadline given in the landlord's termination notice. This insures that the landlord won't file an eviction lawsuit against you in court. Moving out by the deadline also insures that the court won't order you to pay the landlord up to 3 times the rent or actual damages.

2. Stay and defend yourself in court if you have a valid defense to eviction. At the hearing, the landlord has the burden to prove that you should be evicted. The landlord must prove that they properly terminated your tenancy before filing the eviction lawsuit. If the notice wasn't proper, the judge may throw out the lawsuit and let you stay in the rental.

**Important: You have the right to stay and defend yourself in an eviction lawsuit but there are risks to staying past the date in the notice to vacate.** The judge could rule in the landlord's favor. You could have to pay the landlord's attorney fees. You could have to pay up to three times the rent or triple damages. You can find the law that says this at Section 70-33-429, MCA.

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 may be to talk to your landlord to try and reach an agreement, instead of having the landlord file an eviction suit against you.

### **Does the landowner have a say when I sell my mobile home?**

You, as owner of the mobile home, have the exclusive right to sell your home to whomever you wish. The landowner may not interfere with the sale of your home. But, if your buyer wants to leave the home on your rented lot, the landlord has to approve your buyer as a tenant.

**Important:** The landlord does **not** have to rent the lot to the person you sell it to. Buying the home does not automatically entitle the buyer to rent the lot it sits on. 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 landlord. The landlord must consent in writing to the buyer moving in.

### **Do I have to do maintenance on the 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. The agreement must be 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 stated 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.

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

- Comply with all applicable building and housing codes that are the responsibility of the tenant;
- 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;
- Not disturb or let your guests or household members disturb others' peaceful enjoyment;
- Use all parts of the premises in a reasonable manner 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.

If you have any questions about whether something should be yours or the landowner's responsibility, talk to a lawyer right away.

### **The landowner's rules aren't fair, what are my rights?**

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.

As well as applying fairly to all tenants, all rules must:

- Be in writing;
- Be clearly worded so that you are fairly informed of what you must or must not do to follow the rule;
- Be given to you and any other tenant on the rental property, and to each new tenant up their arrival;
- Be meant to promote convenience, safety, or welfare of people living on the rental property, to preserve the landlord's property from abusive use, or to make access to services and facilities fair for all tenants;
- The rule must be related to its purpose;
- The rule may **not** be for the purpose of allowing the landlord to avoid the landlord's duties.

You must 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.

### **Where do I file a complaint for water or sewer problems?**

If you have a water or sewer problem that the landowner 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 landowner, or the inspector may send you a letter about the problem, and you can give that letter to the landowner. If the problem is serious, the County may take the landowner to court if they do 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 make a complaint by calling the DEQ at (406) 444-0379 or online at <http://deq.mt.gov/DEQAdmin/ENF/Spill>

### **How do I file a complaint against the landowner or manager for harassment?**

If the landowner or property manager threatens to harm or kill you, you should call the police right away. 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, it is a good idea to talk to a lawyer. If it is the property manager who's harassing you, you could complain to the actual landowner.

Discrimination is against the law. 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 helps with claims of discrimination.

If the landowner or property manager is harassing you by entering the property unreasonably or repeatedly you can file a lawsuit and possibly recover money for whatever actual damage you suffered from the harassment. In your lawsuit you can also ask the judge to order the landowner to stop harassing you. You also have the option of terminating the rental agreement. To read the law for yourself, go to Section 70-33-408, MCA.

### **What if the manager or landowner is breaking the law?**

If the landowner breaks the law, write it down. Include the date and time it happened, and what the landowner did. 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. It is a good idea to talk to a lawyer if you think the landowner or manager is breaking the law. A lawyer can help you figure out the pros and cons of going to court.

## **Take Action**

### **Legal Help**

The State Bar Lawyer Referral Service may provide you with contact information for attorneys who provide the type of assistance you are seeking, for a fee. You can contact the State Bar Lawyer Referral Service at (406) 449-6577 or [montanabar.org](http://montanabar.org).

Montana Legal Services Association (MLSA) provides free civil, non-criminal legal help to eligible clients. Learn more about how to apply for free legal help in Montana.

If you qualify for help from MLSA, you may be able to get free legal advice from a volunteer attorney by email using Ask Karla.

Contact your nearest Self Help Law Center for free legal information and forms.

### **Legal Forms**

- If you have been served with court eviction papers, you can use our free Answer to Eviction forms to file a written answer.
- If the landowner won't make repairs, you can use our free Repairs Demand Letter.

### **File a Complaint**

If you think the landowner or property manager is harassing you based on your race, disability, sex, or other status protected by law, you can file a complaint with the Montana Human Rights Bureau.

Montana Fair Housing also handles complaints for discrimination.

You can report environmental hazards to the Montana Department of Environmental Quality.

### **How do I get more help?**

Montana Legal Services Association (MLSA) provides free civil legal help to low-income people. Contact us to see if you qualify:

- Apply anytime online at [mtlsa.org](http://mtlsa.org);
- Call our Helpline at 1-800-666-6899 (Helpline hours are limited).

## **What help can I find at MLSA?**

- Legal advice and representation;
- Referrals to volunteer attorneys and other providers;
- Self-help clinics and materials.

### **[www.MontanaLawHelp.org](http://www.MontanaLawHelp.org)**

Need legal information or forms? Visit [www.MontanaLawHelp.org](http://www.MontanaLawHelp.org).

Can't find what you want? Use LiveHelp. Click on the LiveHelp icon and get help finding the information you need.

### **[www.MTLSA.org](http://www.MTLSA.org)**

Find copies of all our brochures online.

They are all available for free download!

This pamphlet is meant to give basic legal information, not legal advice about your problem. The law changes often and each case is different. We recommend you talk to an attorney about your legal problem.