

**YOUR RIGHTS AND RESPONSIBILITIES  
AS A  
MANUFACTURED (MOBILE) HOME  
PARK RESIDENT  
IN OHIO**



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## INTRODUCTION

This booklet is about your rights and responsibilities if you live in a manufactured home park. It is important for you to know your rights and duties when renting manufactured homes, or lots for your own home, so you can prevent common problems.

**IF YOU HAVE QUESTIONS** that are not answered by this booklet, find your Ohio Legal Aid office online at [www.ohiolegalhelp.org](http://www.ohiolegalhelp.org), or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services.

### ✓ WARNING

The information in this booklet is not legal advice and should not be relied on as legal advice. The booklet cannot answer all questions about manufactured home park law, and the law sometimes changes. For advice on your question, call your Ohio Legal Aid office or a private lawyer.

# 1. WHO'S WHO IN MANUFACTURED HOME PARK LAW?

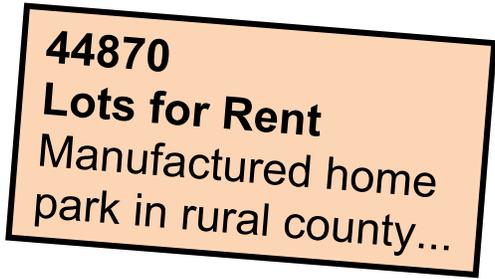
When you live in a manufactured home park, your rights depend on whether you own or rent the home you live in. The following terms apply to help understand your rights:



- You are an **owner** if you **own the home** and are only **renting a lot** in the park.
- You are a **tenant** if you **rent a home and a lot** from the park operator or any owner.
- **Residents** are **both** those who **own or rent a home** in a manufactured home park.
- The **park operator** (or landlord) is the person who either owns the manufactured home park or is in charge of the park.
- **“Manufactured home park”** is the name that the **Ohio legislature uses for what you call the mobile home park**. The key is that to be a manufactured home park, there must be three or more homes on the same piece of land.

## 2. FINDING A PLACE TO LIVE

If you are looking for a place to put a home you own, or if you want to live in a park and rent a home, your choice of locations is limited—laws limit where parks and homes can be located. Before you choose a park, compare lease terms and consider the following:



- How much can you afford to pay in rent?

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Try to avoid paying more than one-third of your income as rent. If you pay more, it will make it hard to pay for food, water, and other expenses.

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- How big is your lot and what else can you put on the lot (such as sheds or carports)?
- Does the park have things like a swimming pool, recreation area, laundry facilities, or a storm shelter?
- Is the park in good shape?
- What are the rules that you or your family must follow?
- Does the park allow pets? Are there restrictions on pets?
- Is the park near shopping, schools, or other places you need to go?

Also, before renting in a manufactured home park:

- Check the park's inspection records. The Ohio Manufactured Home Commission (OMHC) keeps records of the annual inspections of the park (614-734-6010, [www.omhc.ohio.gov](http://www.omhc.ohio.gov)).

- Talk to other people who live in the park about the park.
- Ask for a copy of the lease and the park rules to review before agreeing to rent in the park. Review both documents, and make sure you understand and agree.



### **3. MOVING IN**

#### ***A. Homeowners***

Before you move your home into the park:

- Contact a licensed installer to properly install your home. Only a licensed installer can set up your home so that it is safely in place and connected to utilities and water. Ohio law requires that your home be installed by a licensed installer.
- Confirm with both the park owner and installer what the installer will do and what the park operator will do to get your home installed and connected to utilities. Try to get this in writing.
- Register your home with the county auditor in the county where your home will be installed.

In addition, you should also:

- Inspect the lot closely, and make a list of things that need to be fixed.
- Give the park operator a copy of the list of things that need to be fixed.

- Be there when your home is installed to make sure that the set-up is done correctly and that utilities are connected.
- Have a witness with you to note any problems that may occur. This will be important if you have problems later.

Once the home is set up, do a quick check to make certain there are no obvious problems. Some of the things you can do are:

- Check to make sure that the home is level.
- Look at the walls, doors and ceilings to see if there are bulges anywhere. Bulges could indicate the home is not level, or that it was damaged by moving.

Before you move in:

- Have your home inspected by an agency certified by the Ohio Manufactured Home Commission (OMHC) to make sure there are no leaks at the connections; and
- Get an occupancy permit. Because of timing issues, the OMHC will issue temporary permits for up to six months to allow you to move into your home before they issue a final certificate.

## ***B. Tenants***

You will be moving into a home already installed in the park. But there are still some things you should do before you move into the home:

- Make a list of the conditions of the home and appliances in all the rooms and on the outside of the home.
- Make a list of repairs needed and give a copy of your list to the park operator.
- Take pictures or a video of the areas where repairs are needed.

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**Always keep copies of any documents, including the check-in list and list of repairs needed.**

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- Make certain you have copies of the lease and rules.

## **4. LEASES/RENTAL AGREEMENTS**

Leases are called *rental agreements* in Ohio law. Ohio manufactured home law has a special section concerning leases in manufactured home parks. Under the law:



- Park operators are required to offer written leases for a minimum of one year to every owner before they move into the park.
- There is no requirement for written leases for tenants.
- All rules and fees must be disclosed in writing and cannot be changed without 30 days' notice.

- The park operator cannot charge a general “move in” or “move out” fee, but he or she can include charges for moving if the park incurs any actual moving costs.
- If the rules and fees are not in writing, you do not have to pay those fees and you cannot be evicted for refusing to pay those fees.
- Rent can only be changed at the time you renew your lease. For this reason, you may want to ask for a longer lease to avoid numerous rent increases.

Oral agreements are not recommended. Ask to have all lease terms in writing because it will better protect your rights and help avoid disputes later.

**Every rental agreement should contain:**

- A description of the property
- The rent, fees and charges, including any charges for late payment of rent
- Duration of the lease
- Rules of the park
- Responsibilities for maintenance
- Notice requirements to terminate the lease

After reading your lease, you should speak to the park operator and should not sign the lease if you believe it does not reflect what you discussed. This is especially true if it contains

terms which may be illegal. Ohio law prohibits certain lease provisions.

### **What to Watch for in the Lease and Rules:**

- Length of lease too short (parks must offer owners an annual lease prior to moving in, and a new lease when each one expires unless the homeowner has refused to sign a new lease, at which point the park operator is no longer obligated to continue to offer an annual lease).
- Any part that –
  - Places the blame on you for any dispute with the park operator, or releases the operator from responsibility for injuries to you or your guests.
  - Says you give up your right to a trial
  - Says you will pay the park operator’s legal fees.
  - Permits the park operator to take unfair advantage of you, such as requiring that he or she automatically keeps your security deposit.
  - Allows the park operator to take or hold your personal property for nonpayment of rent.
  - Allows the park operator to cut off your utilities, padlock your home, or raise your rent if you complain to a government agency about the park or the park operator, or try to organize a residents’ organization.
  - Forces you to continue to pay rent on a home that is destroyed by fire, tornado or another disaster.

## ✓ WARNING

Even though these unlawful parts of the lease are not legally binding, you may be forced to go to court to protect your rights. It is better to try to remove them before you sign a lease.

A park operator who refuses to change illegal terms may not be the type of person from whom you wish to rent.

## 5. WHAT THE LAW SAYS A PARK OPERATOR MUST DO



The park operator has legal obligations that he or she must always perform—even when you don't have a written lease. For example, the park operator must:

- Comply with all building, housing and health codes that significantly affect health and safety. This is important because manufactured home parks have health requirements concerning all of the facilities in the park. The requirements are too numerous to list here, but you can ask for a list from the Ohio Manufactured Home Commission (614-734-6010, [www.omhc.ohio.gov](http://www.omhc.ohio.gov)).
- **Make all repairs** to the park and keep it habitable.
- **Keep the park areas** not related to the individual homes **safe and sanitary**.
- **Give residents at least 24 hours' advance notice** before entering your lot, except in case of emergency.

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***Although most parks require that you allow them to enter your home, if you own your home the law only requires that you let them come in to inspect utility connections.*** If you rent your home, the park operator may enter your home if they give notice at least 24 hours in advance.

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## **6. WHAT THE LAW SAYS A PARK OPERATOR CANNOT DO**

Even if you are behind in paying rent, there are several things that park operators are ***not allowed to do under the law***:

- A park operator cannot do anything to ***prevent you from taking lawful steps to get your home repaired***. The park operator may not increase rent, decrease services, evict, or even threaten to evict you because you complained about needed repairs, had your home inspected by your local government housing inspector, or participated in a tenants' group or residents' union.
- A park operator cannot shut off any utilities, change the locks or threaten any of these acts in order to make you move out of a home or the park.
- A park operator cannot harass you with repeated demands to enter a home or enter at unreasonable times of the day.
- A park operator cannot move your home out of the park, or remove any of your property from the home without a court order signed by a judge.

- A park operator cannot keep your belongings to try to force you to pay rent.

**✓ TIP**

Remember, a park operator has no right to do any of the things listed in this section even if you are behind in rent. If the park operator does any of these things, consult an attorney immediately. If you cannot afford an attorney, find your Ohio Legal Aid office online at [www.ohiolegalhelp.org](http://www.ohiolegalhelp.org), or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services.

## **7. WHAT THE LAW SAYS A RESIDENT MUST DO**



If you do not pay your rent on time, your park operator can refuse to accept your rent late and evict you. Try not to pay in cash, but if you do, **get a receipt** each time you pay the rent. Do not agree to have a receipt sent to you by mail. If your park operator does not give receipts, you can create one (see the form at the back of this book) and ask your park operator to sign it. If you pay by check or money order, keep your canceled check or your money order receipt to prove that you paid the rent.

**✓ WARNING**

**PAY YOUR RENT ON TIME.  
If you do not, you risk being evicted.**

Besides paying your rent on time, you have other legal obligations as a resident. In general, you must avoid damaging the home or property of the manufactured home park.

Ohio law says you must:

- Keep your home or lot safe and sanitary.
- Dispose of trash and garbage properly—do not let it pile up or put it on the lot or in a common area.
- Keep all appliances that the park operator provides in good working order.
- Keep the electrical and plumbing fixtures clean and use them properly.
- Not damage the home or lot, or permit your guests or visitors to do so.
- Not disturb other residents.
- Permit your park operator to enter your lot if you get at least 24 hours' advance notice.
- Make certain that you, your family or guests do not violate state or federal drug laws.

## **8. LIVING IN A MANUFACTURED HOME PARK**

### ***A. Your Relationship with Your Park Operator***



It is important to understand that by agreeing to rent your park operator's property, you are entering into a

business relationship and not a friendship with your park operator. Keep this in mind when dealing with your park operator. You should:

- Treat your park operator politely and respectfully.
- Try to get along with your park operator, which means trying to work problems out before getting angry and arguing with your park operator. It also means keeping your temper if you have to talk to your park operator about the need for repairs.
- Tell your park operator right away if something breaks. If you delay in having something repaired, it may cause further damage (for example, leaking water can cause the floor to rot), and you may be responsible for the costs of the repair.

Even if your park operator does not fix your home or treat you respectfully, you should not get angry or yell at or threaten your park operator. If you do, your park operator could:

- Evict you, especially if you do not have a written lease and are a tenant paying rent month-to-month. Even though your park operator is not allowed to evict you for complaining about problems with the home, he or she will be able to get you out eventually.
- Harass you, treating you even worse than before, making your life as difficult as he or she possibly can, without breaking the law.

If your park operator treats you badly or refuses to fix your home, you should think about moving. A bad park operator is not going to become a good park operator overnight. You need to think about whether you want to put up with it and whether it is worth the fight. **Remember to pick your battles.**



### ***B. Keep Records: Write Everything Down and Keep All Receipts***

Even though you may trust your park operator, you never know if problems may develop. To protect yourself, follow these simple steps:

- **Get all agreements in writing.** If your agreement with your park operator is not in writing, you may not be able to prove there was an agreement at all.
- **Get and keep receipts for all payments including security deposit, rent, and any other payments that you agree to make to the park operator.** If your park operator does not have receipt forms, take the receipt form in the back of this booklet, fill it out, and have your park operator sign it at the same time you pay your rent. If you don't have the receipt form, you can simply write the date, amount paid, and what it was paid for (rent or security deposit) on a piece of paper, and have your park operator sign and date that to prove you paid.
- **Avoid paying in cash.** Paying by check or money order will give you proof that you paid your rent—if you keep your cancelled checks and/or money order receipts.

- » If you have no alternative but to pay by cash, get a receipt;
- » If the park operator will not give you a receipt, take a witness with you to see you pay your park operator.
- » If the park operator will not give you a receipt, do not pay by cash again.
- Take a **witness** when you talk to your park operator if your park operator won't put agreements in writing.
- **Take photographs or video of any problems** with the home or lot that the park operator may later try to blame you for. It is better to take photos or video before you move in, but if that is not possible, do it immediately after you move in. You should also take photos or video when you move out.
- **Do not lose** your copies of receipts, agreements, leases, or other records and do not let the park operator take them. Keep these things together in a safe place in case you need them later.

### *C. Fixing Problems Yourself*

Homeowners are responsible for making repairs to their own homes. If you rent your home, it is the park operator's duty to make repairs.



If you rent your home and your park operator asks you to fix things in the home and agrees to pay you for the repairs or to take money off of your rent, get that agreement in writing **before** making the repairs. Do not make the repairs unless the park operator gives you the agreement in writing. Without a written agreement, your park operator could have you make the repairs and then refuse to pay you or take the money for the repairs off your rent. If you pay less rent due to the repairs, the operator could then evict you for nonpayment of rent and you would not be able to prove the agreement you had.

If you want to make repairs on your own, you must talk to your park operator first. Get a written agreement **before** doing any work or buying any materials. If you make repairs without your park operator's permission, you could be sued and/or evicted.

Here are some other things to think about if you make your own repairs:

- **How much will it cost to fix the problem?** Try to get a FREE estimate of the cost to fix the problem and then decide if you can afford to fix the problem yourself. You may want to check the Yellow Pages of the phone book, or search online, for businesses that provide free estimates.
- **Keep receipts for all repair costs.** Keep a record of the time and costs of repairs you do yourself.
- **If you make repairs—do a good job.** If problems are not fixed right the first time, you may have to pay for them to be fixed again.

### ***D. What If You or Your Guest Damage the Property?***

You are responsible for any damage that you or your guests cause to the park property. **If you do not fix the damage properly, you could be evicted, sued for**



**money, or both.** Your park operator can also take the money out of your security deposit when you move out and sue you for additional money.

**You are not responsible for *normal wear and tear*.** These are some examples: a tenant's walls need to be repainted after a few years; park plumbing fixtures break down because of long use; a resident's pad cracks from ice or water; or a tree dies naturally.

If you or your guests damage the home or lot fixtures:

- Talk to the park operator about the problem as soon as possible after it happens.
- If you want to fix it yourself, go back and read the section on repairs in this booklet.
- If you cannot afford to pay for the repairs all at once, see if your park operator will agree to pay for the repairs and allow you to pay him/or her back over time. If you do come to an agreement of this sort—get it in writing—**and keep all of your receipts.**

## ✓ WARNING

### Damage & Repair

Do not make repairs unless the park operator agrees in advance. Get a written agreement to be paid for the repairs if you did not cause the problem.

Your park operator can evict you if you damage park property and you do not have it repaired. If repairs are made in a reasonable time, you will generally be allowed to stay (or at least you have a good defense to an eviction).

## 9. WHAT A RESIDENT CAN DO ABOUT PROBLEMS IN A MANUFACTURED HOME PARK

If you believe your park operator has not complied with his or her obligations (*see Section 5*) to make needed repairs, you can use the following guide to help you get repairs done.

## ✓ WARNING

Even if your park operator refuses to make needed repairs — **do not simply stop paying rent or your park operator will be able to evict you. Protect your rights and file a rent escrow.** (See below)

***A. A Step-by-Step Guide to Getting Your Rented Home or Manufactured Home Park Property Fixed***

- (1) **Verbal Notice** — Call your park operator or tell your park operator in person about the problem and ask for it to be fixed. Make a written note of the date the problems started and when you told your park operator—and keep it. Speak directly to the park operator and do not rely on maintenance staff to tell the operator.
- (2) **Written Notice** — If verbal notice does not work, send your park operator a dated letter asking for the problem to be fixed. Give the park operator a deadline—30 days to make the repair is reasonable, as long as the problem does not affect your health or safety. You can give your park operator less than 30 days if the problem will affect your health or safety—like having no heat in the winter, or no water in the park. Tell your park operator that if the problem is not fixed by the deadline, you will deposit your rent with the Clerk of Courts of the local municipal or county court. Keep a photocopy of the letter you send.
- (3) **Government Complaint** — If written notice does not work, you can contact the Ohio Manufactured Homes Commission (OMHC). If the problem is one that affects health or safety, you should also contact your local health department. OMHC or the local health department may be able to help you, but keep in mind that if the problems are bad enough, your home or park could be condemned and you would have to move. Also, if the problems are minor, they may not be willing to help.

**(4) Rent Escrow (Deposit) Process** — If your park operator does not fix the problem within a reasonable time (but not more than 30 days) after receiving your written notice—**and you are current in your rent payments**—you can use the rent escrow process in your local court.

Escrowing your rent means that you pay your rent to your local municipal or county court instead of paying your rent to your park operator. You can't stop paying rent at all no matter what your park operator does or doesn't do—and rent escrow means that the court holds your rent while you resolve the issue with the park operator.

You must be current with your rent if you want to escrow (deposit) rent. If you have given the operator a deadline for repairs and your rent is due *before* the deadline date, pay your park operator. You may then use the rent escrow process in the court for the next date rent is due.

Check your local courts for their rent escrow program and remember to:

- Take your copy of the written notice with you when you pay your rent to the court.
- Pay the whole amount that is due on or before the day the rent is normally due to your park operator.
- Continue to pay your rent to the court until the park operator's violation is corrected.

If you have problems with the court, you should contact your Legal Aid office or a private attorney right away.

Find your Ohio Legal Aid office online at [www.ohiolegalhelp.org](http://www.ohiolegalhelp.org), or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services.

In addition to depositing your rent with the court, you can ask the court to direct the park operator to make the repairs and/or reduce your rent until the repairs are made.

**You will have to prove to the court that your home:**

- 1) needs repairs, and**
- 2) your park operator unreasonably refuses to make the repairs.**

**To help prove your case:**

- Take pictures and/or video;
- Have your home or park inspected by a building or health inspector and bring the report—and better yet, the inspector (if possible)—to court with you;
- Bring another person who can also tell the court about the problems with your home; and
- Have a person with home repair, plumbing or electrical experience look at the problems and write a written estimate of the costs and steps to repair.

(5) **Call an Attorney** — If these steps do not work, you should contact your Legal Aid office or a private attorney right away. They may be able to represent you or give you more advice. Find your Ohio Legal Aid office online at [www.ohiolegalhelp.org](http://www.ohiolegalhelp.org), or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services.

(6) **Form a Residents' Organization** — Residents have the right to form a *residents' organization*. This way residents can work together to help solve problems by negotiating together with the park operator to make repairs and solve problems. The residents' group can give the park operator notice of repairs that are needed in their park and, if necessary, members can deposit rent with the court.

**✓ WARNING**

**YOUR PARK OPERATOR COULD TRY TO EVICT YOU**

Your park operator is not allowed to try to evict you for complaining about the conditions of your home or park or exercising your right to use rent escrow. But, if you are a month-to-month tenant, your park operator can end your tenancy with 30 days' notice after waiting a month or two after you complain about the conditions. If you have a lease for a longer time, you are in a stronger position to get things fixed in your home. You should keep this in mind as you decide whether to use the step-by-step guide for getting the park operator to make repairs.

## 10. MOVING OUT

### *A. When the Manufactured Home Owner Wants to Move*



When you own your home and want to move it out of the park, you have the right to do so.

You will have to notify the park operator and take other steps, but you have the right to move out.

If you never accepted a written rental agreement, you are a month-to-month tenant. You must give the park operator at least 30 days' advance notice of the date you plan to move. If you don't give at least 30 days' notice you may be forced to pay rent for the next month.

In most cases you will have a lease. Check your lease to see what the terms are for leaving. If there is no problem with leaving at any time, you can leave without penalty. If there are penalty provisions, you may have to pay for the time left on the lease, but the park operator must try to find somebody else to move their home onto that lot.

You will have to hire a licensed mover to move the home. Often this means you will have to make arrangements with the park operator to allow the truck to come in and hook up to your home. Sometimes a park rule will require you to allow the park to move the home up to the front of the park for the movers to pick up there.

The park operator may charge a fee for moving out, if the operator has expenses because of your move, but only in the amount equal to the actual costs to the park. The park may

require a security deposit to pay for any damage that may occur during the move. The deposit must be used only for actual damages, and the park operator must give back any part of the deposit not used to repair damages.

If you want to sell your home, you have the right to do so. You must give the park operator notice of your intention to sell at least 10 days before you sell the home. The park operator cannot refuse without good reason to offer a written lease to the person who buys your home.

It is your choice who can sell your home—a realtor, the park operator or yourself. You cannot be forced to use the park operator or someone he or she says you must use, and the park operator cannot force you to pay him or her anything unless he or she sells the home at your request.

### ***B. When the Tenant Wants to Move***

**IF YOU HAVE A LEASE**, you can stay in your manufactured home until the lease expires. If you leave before the end of the lease, you may have to pay the park operator some or all of the rent due for the months you are not living there. The park operator must try to find someone else to take your place, but if he or she cannot find someone, you may have to pay rent for the whole lease term, even if you move out.

You **will not** have to pay any rent for periods after you have moved out if:

- The park operator agrees to let you sublet your home, *and* the person who takes over the home pays the rent on time. (If the person does not pay, your park operator can require you to pay the unpaid rent.)
- You work out an agreement with the park operator. Make sure the agreement is in writing.
- You can show that the park operator has not made reasonable efforts to sublease or rent the home to someone else.

When your lease ends, you cannot always just walk out. Read your lease: for example, it might automatically renew for another year unless you give 30 or more days' notice to your park operator before the end of the lease term. If you want to stay, your park operator may want you to sign a new lease or may make you a month-to-month tenant. If you become a month-to-month tenant, you will have to give the same notice as a tenant who never had a lease.

**IF YOU DO NOT HAVE A LEASE**, all you have to do is give your park operator advance notice. If you pay your rent once a month, the notice must be 30 days before the next time your rent is due; if you pay once a week, the notice can be only seven days. If you leave without giving the full notice, the park operator will be able to keep part of your security deposit as rent for the last month or part of the month.

Be sure to read *Section 12, "Getting Your Security Deposits Back—Tenants"* before your move.

## 11. WHEN THE PARK OPERATOR WANTS YOU TO MOVE



### A. *Notice of Resident's Violation*

A park operator can claim that you committed a “material violation” of State health and safety codes, rules of the Ohio Manufactured Homes Commission, or the rules of the manufactured home park. If the park operator asks you to leave on this basis, you should receive a notice containing all of the following information:

- A description of the violation.
- A statement that the rental agreement will end no sooner than 30 days after you receive the notice if you do not correct the problem (if it is the first violation in six months) or that it will terminate immediately (if it is the second violation in six months).
- A statement that the violation was material.
- A statement that you may defend against the park operator by challenging the rule as being unreasonable, arbitrarily enforced, or that the violations were not willful and not committed in bad faith.

## ✓ TIP

### **You do not have to move based on a notice to leave.**

- You do not have to move until a court orders you to move.
- Your park operator cannot force you to move unless he or she files a court eviction lawsuit and gets a court order of eviction.

This notice only begins the process. If you agree that the “material” violation is your fault, and it is the first “material” violation in the past six months, you can stop the eviction process by correcting the problem within 30 days. If you do not correct the problem within 30 days, the park operator can serve you with a Notice to Leave the Premises, as described below. If the “material” violation is the second “material” violation within the past six months, the park operator can serve you with a Notice to Leave the Premises at any time. On the other hand, if the alleged violation is not your fault, you should contact the park operator or the local health department to investigate and correct the problem.

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**It is important to take action at this step if you want your home to stay in the manufactured home park.**

**Remember, if you lose the eviction case in court, your home must be removed from the park. It is difficult and expensive to find a new manufactured home park for your home. It is better to avoid court if at all possible.**

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## ***B. Notice to Leave the Premises***

The park operator must give a “Notice to Leave the Premises” asking you to move out, in three or more business days, or else an eviction action will be started. You do not need to move simply because you get this notice. You have a right to fight the case in court to try and stay. If you wish to fight the case, contact one of the people listed in *Section 13*.

## ***C. Forcible Entry and Detainer Action (Eviction)***

This is the fancy name for an eviction. You will be served by a sheriff, certified mail, posting at the home or some other way with a Summons telling you when to be in court, and a “Complaint in Forcible Entry and Detainer.” These will come more than three days after the Notice to Leave the Premises was served on you. These papers actually begin the court action.

A hearing will be scheduled in the county or municipal court at least seven days after you receive the papers. The Summons will list the date and time of the hearing. Get these papers to your attorney as soon as possible. If you do not have an attorney, see *Section 13*.

The Complaint in Forcible Entry and Detainer should list the reasons why the park operator is attempting to evict you. It is this paper which will help you decide whether or not you want to fight the park operator.

**You also have a right to a jury trial.** You may request a jury, but remember that juries cost money. Don’t request one

unless you believe they will make a better decision than the judge.

### ***D. The Hearing***

Park operators will usually be represented by lawyers. At the hearing, both you and the park operator will be able to present evidence. This is when you have a chance to defend yourself and point out things in your defense. Some of the things you may want to explain to the court include:

- The rule involved is unreasonable or applied only to you and not to everybody (if so, it is unenforceable).
- The conditions of the park do not meet the requirements of the law.
- You actually offered the rent and it was refused.
- You paid part of the rent for the month.
- You are the victim of retaliation by the park operator because you complained to him (or her), a government official, or worked with a tenants' union.
- You never received a Notice to Leave the Premises or a notice listing which conditions you violated and the other information listed earlier in this section.

### ***E. Afterwards***

If you win the case, you get to stay in the park. But, if the judge, magistrate or jury decides the park operator wins the case, you have only as long as 10 days (and sometimes fewer)

to find a new place to move the home. Within 10 days, the bailiff will come with an order, and the park operator may have your home towed to the edge of the road or to a storage area and leave it for you to remove it to another location. You do not receive much time to find a new place to move, so ask the court for the full 10 days to give you as much time as possible.

### ***F. Things to Think About When Facing Eviction***

- (1) As soon as you get the notice from your park operator, you need to decide what you want to do. You may want to move, but need extra time or you may want to stay in your home for a long time. As soon as you get your notice, you should try to work out the problems with your park operator because being evicted will make it harder to find housing in the future.
- (2) If you got your notice because of damage that you caused to the property that the park operator wants you to fix, get it fixed as soon as possible if you want to stay. Talk to your park operator about the repairs and he or she may let you stay.
- (3) If you are behind on rent and want to stay, try to make a payment plan with your park operator before three days pass. If your park operator spends money filing an eviction action, he or she probably will not agree to a payment plan unless you pay his or her court costs and attorney fees along with the past due rent.
- (4) If you just want to move, but need more time, tell your park operator and try to agree to a move-out date so that

the case is not filed and you will not have an eviction on your record.

- (5) If the eviction case is filed and you agree with everything in the park operator's complaint, you should prepare to move within two (or at the most three) weeks, unless you can get the park operator to agree to let you stay.

**✓ TIP**

Get any agreement in writing. If you don't, the park operator can accept your back rent and still try to evict you.

- (6) If you agree with the complaint, but you also think the park operator has violated your lease or the law, you might be able to stop the eviction. You might also be able to countersue for damages. If you think you have claims against the operator, you should immediately contact your Legal Aid office. Find your Ohio Legal Aid office online at [www.ohiolegalhelp.org](http://www.ohiolegalhelp.org), or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services.

**✓ WARNING**

Being unable to pay rent, losing your job, or having other expenses—no matter how difficult—will not be accepted by the court as valid defenses to eviction!

(7) Sometimes in an eviction lawsuit, a park operator will ask the court to order that you pay rent or any other damages that the park operator says you owe. Read the complaint and any attached papers carefully. If the park operator is asking the court to order you to pay money in addition to making you move out, you must file a written answer with the court within 28 days after you receive the summons and complaint, **AND** mail a copy to the park operator or his or her attorney. An attorney can help you prepare an answer or you can prepare an answer on your own.

IF YOU DO NOT FILE AN ANSWER, THE COURT WILL ENTER A JUDGMENT FOR THE FULL AMOUNT THE OPERATOR SAYS YOU OWE, AND THEY CAN COLECT THE JUDGMENT AGAINST YOU.

### ***G. “Abandoned” Manufactured Homes***

Ohio law now permits the sale or transfer of your manufactured home, including all personal property, to the park operator if you “abandon” the home. Once an eviction order is issued, you must move the home or it can be declared abandoned. After 14 days, your home and property may be put up for sale by law enforcement authorities; if it does not sell after two attempts, it will either be transferred to the park operator or destroyed. The park operator must sell your home in a public sale if the home is valued at \$3,000 or more. If the

home is worth less than \$3,000, the park owner may take immediate possession.

### ✓ TIPS

#### **WHEN MOVING OUT FOR ANY REASON, YOU SHOULD:**

- ☒ Clean the home and lot and fix any problems you caused.  
If you don't clean or there are things damaged, your park operator can take those costs from your security deposit and/or sue you if there is no security deposit or it is too small to cover damages;
- ☒ Leave the home and lot in the same condition as when you moved in except for normal wear and tear (such as peeling paint or plumbing fixtures that break down from regular use);
- ☒ Take all your belongings when you move;
- ☒ Fill out the move-out checklist in the back of this booklet when you move out. You will then have the move-out checklist to compare to your move-in checklist;
- ☒ Take photos or video the conditions of the home when you move out so that you have proof of the condition you left the place in to compare to the photos and video from when you moved in;

- ☒ Have witnesses view the home at the time you move out in case you need witnesses if you are sued by your park operator. The best witness is someone who saw the place when you moved in;
- ☒ Give the keys back to the park operator when you move. If you don't, the park operator can say that you have not moved out yet and charge rent, or deduct the cost of changing the locks from your security deposit;
- ☒ Give your park operator a new address in writing (send a dated letter) and keep a copy so that he or she can return your security deposit or send you the required explanation of why it is not being returned. If you don't give a new address, your park operator will have an excuse for not returning your security deposit;
- ☒ As long as anything remains in the home that you want to keep, you should continue spending the night there or notify your park operator that you are not moved out yet.

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***If evicted from the park, you must now take your home and property within a short time, or it may be sold or given to the park operator.***

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## **12. GETTING YOUR SECURITY DEPOSIT BACK**

The park operator may keep your deposit when you move out **if you owe money** for any unpaid rent

or for damages done to the home if you are renting the home (including unpaid utilities for which you were responsible). It is common for park operators to wrongfully keep security deposits. If you owe nothing, the park operator should return your security deposit within 30 days of you leaving the park, returning the keys (tenants), and providing a forwarding address. This is your money, so work to get your deposit back. The law is on your side.

***A. Tenants (residents who rent both the manufactured home and the lot)***

If the park operator keeps your deposit for at least six months, he or she must pay interest on any part of the deposit that exceeds one month's rent. But the park operator may keep the deposit money for any *unpaid rent or for damages* done to the manufactured home or the park facilities.

When moving out, make sure that the manufactured home is clean, remove all property, clean ovens and refrigerators, and leave the manufactured home in a condition for a new tenant to move into it. Normal wear and tear (for example, peeling paint, or plumbing or appliances that break down from regular use), is not your responsibility. However, anything damaged or misused by you is your responsibility.

Upon moving out, go through the manufactured home again with a witness (if possible, with the same one as when you moved in) and, if possible, with the park operator. Make another list of damages. Take pictures and/or video.

*Return the keys to the park operator and give him or her your new address in writing and keep a copy.*

*Within 30 days, the park operator is required to return the deposit or send a written statement explaining in detail why the deposit (or any part of it) is not returned.*

✓ TIP

As a resident, you have the right to sue your park operator for return of the security deposit.

If you are not satisfied with the amount the park operator returns, or if he or she does not send anything, you have the right to sue him or her in small claims court. But remember: if any rent was due when you moved, the park operator has the right to deduct that amount from the deposit. You do not need an attorney to sue your park operator in small claims court, but you might want to talk to someone listed in *Section 13* before you go to court.

The amount of money you sue for depends on how much you think was wrongfully kept by the park operator. You have the right to sue for *double the amount of the security deposit that was wrongfully withheld*.

To win the case, you will need evidence to convince the Small Claims Court magistrate or judge.

You should be able to show:

- A receipt showing the deposit was paid;

- Receipts for all your rent payments to show no rent is owed;
- A copy of your notice to your park operator with your new address; and
- Witnesses to testify, and pictures (and/or video) to show of the manufactured home at the time you moved in and at the time you moved out.

If you have questions about the return of your security deposit, contact your Legal Aid office and ask for information about getting your security deposit back. Find your Ohio Legal Aid office online at [www.ohiolegalhelp.org](http://www.ohiolegalhelp.org), or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services.

### ***B. Homeowners***

Just as with tenants, a park operator can take a security deposit from a manufactured home owner, but this deposit is for unpaid lot rent and for damage to the lot. Because it is your home, you are not liable to the park operator for any damages to your home.

When you move the home out of the park, inspect the lot and make a list of the damages at that time because those are the things that the park operator can deduct from your security deposit if they are things you are responsible for under the law. It is always wise to clean the lot and present it in the best condition when you move out of the park.

As an owner, you also have the right to sue your park operator as described in *Section 11A*. To determine what evidence you will need before you sue the park operator, you should review the materials in *Section 11A* about a tenant's right to get a security deposit back.

### **13. WHO CAN HELP YOU STAY IN YOUR HOME AND PROTECT YOUR RIGHTS**



#### ***A. Legal Aid Office***

Your Legal Aid office can give you advice about your rights and possibly represent you in court. It may also have other booklets on manufactured home law, rent escrow, getting your security deposit back, and other legal areas to help you.

If you have a low income, you may qualify for free legal assistance from your Legal Aid office. You can find your Ohio Legal Aid office online at [www.ohiolegalhelp.org](http://www.ohiolegalhelp.org), or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services.

#### ***B. Lawyers***

You usually will not need a lawyer unless you go to Court. A lawyer or the other agencies listed in this section can give you advice about your rights.

If you do not have a lawyer and you do not qualify for Legal Aid, you can call your county Bar Association. They may be

able to refer you to an attorney. You can find information about local bar associations on the Ohio State Bar Association's website ([www.ohiobar.org/ForPublic/Pages/ForPublic.aspx](http://www.ohiobar.org/ForPublic/Pages/ForPublic.aspx)).

### ***C. Ohio Manufactured Homes Commission (OMHC)***

OMHC may be able to answer your questions or provide information regarding your rights if you are having problems with your park operator (614-734-6010, [www.omhc.ohio.gov](http://www.omhc.ohio.gov)).

### ***D. Social Service Agencies***

The county Department of Job and Family Services may be able to use Prevention, Retention & Contingency funds to help you stay in your home or help you move into a new home. Talk to your caseworker or to an attorney. You may also try your local Community Action Agency, the Salvation Army, other local charities, or churches for financial assistance.

### ***E. Building Inspector or Health Department***

You can call the Health Department for your town, city or county (call the Ohio Department of Health, Manufactured Home Licensing, at 614-466-1390 if you cannot find your local number) to inspect your manufactured home park whenever you think repairs should be made. An inspection report could be good evidence to present in court. It is even better evidence if the inspector comes to court with you.

## ***F. Residents' Organizations***

If your manufactured home park does not have a residents' group, there may be an organization in the city where you live that can serve as a resource. For example, residents of Cuyahoga County can contact the Cleveland Tenants Organization (CTO) at [www.clevelandtenants.org](http://www.clevelandtenants.org). A representative from CTO can assist residents in a manufactured home park in forming their own residents' group.



## **14. A NOTE ON FAIR HOUSING**

The law provides that you cannot be denied housing or treated differently by a park operator on the basis of race, color, religion, sex, disability, familial status (presence of children in the family), national origin, military status, or ancestry. Some unlawful activities to watch for:

- You are told the home or lot you wish to rent is not available when it really is.
- You are told that no children are allowed in the manufactured home park.
- You are offered different rental terms or conditions than someone else. For instance, you are told your children cannot use the laundry facilities even though you believe they are old enough.
- You have a disability and the park operator refuses to rent to you or allow you to make changes to the home that are needed because of your disability. For instance,

you generally have the right to make changes to your home at your expense to allow you to use a wheelchair, make other needed changes, or have live-in aides if you are not totally independent. You have the right to ask for reasonable accommodations that will allow you to live in your home, such as having an assistance animal or different parking arrangements.

Sometimes park operators refuse to rent to people because they feel the place is not safe for children or the park is not appropriate for the disabled. This is illegal. You decide if a home is right for you and your family, not a park operator.

There is one exception concerning the age of residents in a manufactured home park. Under very limited circumstances, a park may be for older adults only. If you have any questions about this, contact the Ohio Manufactured Homes Commission (614-734-6010, [www.omhc.ohio.gov](http://www.omhc.ohio.gov)), which licenses parks, or your Legal Aid office. Find your Ohio Legal Aid office online at [www.ohiolegalhelp.org](http://www.ohiolegalhelp.org), or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services.

If you believe you have experienced discrimination, call the Ohio Civil Rights Commission at 1-888-278-7101 (<http://crc.ohio.gov/>), a local fair housing agency (<http://portal.hud.gov/hudportal/HUD?src=/states/ohio/working/fheo/fhagencies>), or find your Ohio Legal Aid office online at [www.ohiolegalhelp.org](http://www.ohiolegalhelp.org), or call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your Ohio Legal Aid office, and to find out if you qualify for their services.

# MOVE-IN MOVE-OUT RECORD

Address \_\_\_\_\_ Lot \_\_\_\_\_

ROOM:	Condition at Time of Move-In Inspection			Condition at Time of Move-Out Inspection		
	Poor	Fair	Excellent	Poor	Fair	Excellent
<b><u>Living room:</u></b>						
Walls						
Floors/carpet						
Ceiling						
Draperies/Blinds						
Windows						
Comments:						
<b><u>Kitchen:</u></b>						
Walls						
Floors/carpet						
Ceiling						
Windows						
Draperies/Blinds						
Cabinets:						
Stove:						
Refrigerator:						
Comments:						
<b><u>Bathroom 1:</u></b>						
Walls						
Floors/Carpet						

ROOM:	Condition at Time of Move-In Inspection			Condition at Time of Move-Out Inspection		
	Poor	Fair	Excellent	Poor	Fair	Excellent
Commode						
Bathtub/Shower						
Cabinets						
Windows						
Draperies/Blinds						

Comments:

**Bathroom 2:**

Walls						
Floors/Carpet						
Commode						
Bathtub/Shower						
Cabinets						
Windows						
Draperies/Blinds						

Comments:

**Bedroom 1**

Walls						
Floors/Carpet						
Closet						
Ceiling						
Windows						
Draperies/Blinds						

ROOM:	Condition at Time of Move-In Inspection			Condition at Time of Move-Out Inspection		
	Poor	Fair	Excellent	Poor	Fair	Excellent
Comments:						
<b><u>Bedroom 2</u></b>						
Walls						
Floors/Carpet						
Closet						
Ceiling						
Windows						
Draperies/Blinds						
Comments:						
<b><u>Park Facilities</u></b>						
Pad						
Lot						
Utility Connections						
Sidewalk						
Roads						
Drainage						
Parking Area						
Comments:						

**Remarks/Comments:**

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ACKNOWLEDGMENT OF CONDITIONS AT MOVE-IN

**DATE:** \_\_\_\_\_  
\_\_\_\_\_ (Signature of Resident)

**DATE:** \_\_\_\_\_  
\_\_\_\_\_ (Signature of Park Operator)

ACKNOWLEDGMENT OF CONDITIONS AT MOVE-OUT

**DATE:** \_\_\_\_\_  
\_\_\_\_\_ (Signature of Resident)

**DATE:** \_\_\_\_\_  
\_\_\_\_\_ (Signature of Park Operator)

**KEEP FOR YOUR RECORDS**

PAID TO \_\_\_\_\_

FOR \_\_\_\_\_

DATE \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

- Cash Check  
Money Order

**RECEIPT**

Date \_\_\_\_\_

Received from \_\_\_\_\_

For Rent or \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Amount \$ \_\_\_\_\_

- Cash Check Money Order

Received by \_\_\_\_\_

Comments \_\_\_\_\_

**KEEP FOR YOUR RECORDS**

PAID TO \_\_\_\_\_

FOR \_\_\_\_\_

DATE \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

- Cash Check  
Money Order

**RECEIPT**

Date \_\_\_\_\_

Received from \_\_\_\_\_

For Rent or \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Amount \$ \_\_\_\_\_

- Cash Check Money Order

Received by \_\_\_\_\_

Comments \_\_\_\_\_

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FOR \_\_\_\_\_

DATE \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

- Cash Check  
Money Order

**RECEIPT**

Date \_\_\_\_\_

Received from \_\_\_\_\_

For Rent or \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Amount \$ \_\_\_\_\_

- Cash Check Money Order

Received by \_\_\_\_\_

Comments \_\_\_\_\_



**KEEP FOR YOUR RECORDS**

PAID TO \_\_\_\_\_  
\_\_\_\_\_

FOR \_\_\_\_\_

DATE \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

- Cash Check  
Money Order

**RECEIPT**

Date \_\_\_\_\_

Received from \_\_\_\_\_

For Rent or \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Amount \$ \_\_\_\_\_

- Cash Check Money Order

Received by \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_

**KEEP FOR YOUR RECORDS**

PAID TO \_\_\_\_\_  
\_\_\_\_\_

FOR \_\_\_\_\_

DATE \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

- Cash Check  
Money Order

**RECEIPT**

Date \_\_\_\_\_

Received from \_\_\_\_\_

For Rent or \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Amount \$ \_\_\_\_\_

- Cash Check Money Order

Received by \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_

**KEEP FOR YOUR RECORDS**

PAID TO \_\_\_\_\_  
\_\_\_\_\_

FOR \_\_\_\_\_

DATE \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

- Cash Check  
Money Order

**RECEIPT**

Date \_\_\_\_\_

Received from \_\_\_\_\_

For Rent or \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Amount \$ \_\_\_\_\_

- Cash Check Money Order

Received by \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_



**KEEP FOR YOUR RECORDS**

PAID TO \_\_\_\_\_  
\_\_\_\_\_

FOR \_\_\_\_\_

DATE \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

- Cash
- Check
- Money Order

**RECEIPT**

Date \_\_\_\_\_

Received from \_\_\_\_\_

For Rent or \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Amount \$ \_\_\_\_\_

- Cash
- Check
- Money Order

Received by \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_

**KEEP FOR YOUR RECORDS**

PAID TO \_\_\_\_\_  
\_\_\_\_\_

FOR \_\_\_\_\_

DATE \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

- Cash
- Check
- Money Order

**RECEIPT**

Date \_\_\_\_\_

Received from \_\_\_\_\_

For Rent or \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Amount \$ \_\_\_\_\_

- Cash
- Check
- Money Order

Received by \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_

**KEEP FOR YOUR RECORDS**

PAID TO \_\_\_\_\_  
\_\_\_\_\_

FOR \_\_\_\_\_

DATE \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

- Cash
- Check
- Money Order

**RECEIPT**

Date \_\_\_\_\_

Received from \_\_\_\_\_

For Rent or \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Amount \$ \_\_\_\_\_

- Cash
- Check
- Money Order

Received by \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_



**TEXT:**

**Jim Buchanan, Southeastern Ohio Legal Services  
Linda Cook, Ohio Poverty Law Center, LLC**

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