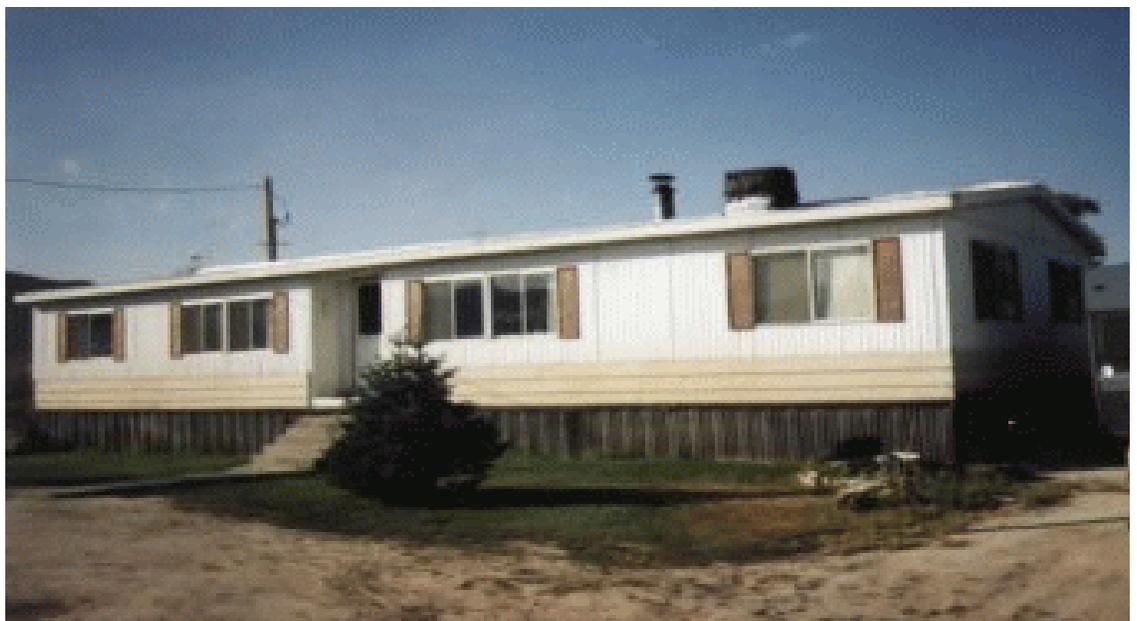


**YOUR RIGHTS
AND RESPONSIBILITIES
AS A
MOBILE HOME PARK
RESIDENT IN OHIO**



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TEXT:

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YOUR RIGHTS AND RESPONSIBILITIES AS A MOBILE HOME PARK RESIDENT IN OHIO

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“ABANDONED” MOBILE HOMES”

Ohio has a new law that will allow the sale or transfer of your mobile home, including all personal property, to the park operator if you “abandon” the home. Once an eviction order is issued, you must either 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 and if it does not sell after two attempts, it will either be transferred to the park operator or destroyed.

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

Addendum

INTRODUCTION

This booklet is about your rights and responsibilities as a mobile home dweller. It is important for you to know your rights and duties when renting mobile homes, or lots on which to place your own home, so you can avoid some problems.

When you see a ✓ in this booklet, an important Warning or Tip will follow so you should pay close attention.

IF YOU HAVE QUESTIONS that are not answered by this booklet, call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your local Legal Aid office, and to find out if you qualify for their services.

✓ WARNING

This booklet is for informational purposes only and is intended solely to provide a summary of landlord/tenant rights and duties in Ohio. 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 landlord/tenant law, and the law sometimes changes. For advice on a specific problem, call your local Legal Aid office or a private attorney.

1. WHO'S WHO IN MOBILE HOME LAW?

Your legal status is important in mobile home landlord/tenant law because your rights differ according to who you are. First, the law applies only to people who live in a mobile home park. Second, your rights depend on the definition of your tenancy.

What the Terms Mean

- You are an **owner** if you **own the mobile home** and are only **renting a lot** in the park.
- You are a **tenant** if you **rent a mobile home** from the park operator.
- **Residents** are both those who own or rent for purposes of part of the landlord/tenant law.
- The **park operator** is the person you probably call the landlord, the one who either owns the mobile home park or is in charge of the park.
- The term **manufactured home park** is the name



that the Ohio General Assembly uses in the law for what you call the mobile home park. Don't worry, it's just another name for the same thing. The key is that to be a mobile home park or manufactured home park, there must be **three or more mobile homes on the same piece of land.**

2. FINDING A PLACE TO LIVE

When looking for a place to live, you are limited by Ohio law. Mobile home parks are limited to certain areas by zoning laws. For that reason, you will be looking more at lease terms and amenities such as:

**44870
Lots for Rent**

Mobile home park
in rural county...

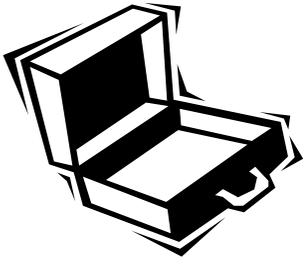
- How much can you afford to pay in rent?

**You should try not to pay more than
one-third of your income as rent.**

- How big is your lot and what will you be required to put on the lot (such as sheds or carports)?
- What facilities or amenities are available, such as swimming pool, recreation area, laundry facilities, storm shelter?
- Are the park facilities in good shape or do they need repair?
- What restrictions are there on you or your family?
- Is the mobile home park near shopping, schools or other facilities you might require?

Things that you can do before renting in a mobile home park:

- Check with the local Health Department for the record of the annual inspection of facilities.
- Talk to other residents about the park.
- Ask for a copy of the lease to review before agreeing to rent in the park.



3. MOVING IN

A. Homeowners

There are things you should do when your home is moved into the mobile home park. For example:

- Inspect the lot closely, noting any problems.
- Give the park operator a list of things that need to be fixed, if any.
- Be there when your home is moved in to make certain that the set up is done correctly and that utilities are connected (important because you will not be the one moving the home into the park).
- Have a witness with you to note any problems that may occur, as well as be able to tell about the lot and the home moving if problems should arise later.

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

- Take a carpenter's level and check to make certain that the home is level.
- Turn on the utilities and make sure there are no leaks at the connections.
- Look at the walls, doors and ceilings to see if there are bulges anywhere. Bulges could indicate the home is not level.

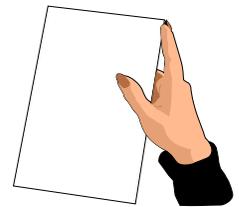
B. Tenants

Because you are moving into a home already in the park, you will not have to watch the move-in or set-up. However, there are things you should do as well.

- 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 it to the park operator.
Always keep copies of any documents, including the check-in list and repairs needed.
- Make certain you have copies of the lease and rules.

4. LEASES/RENTAL AGREEMENTS



What you call a lease, Ohio law calls a *rental agreement*. Ohio mobile home law has a special section concerning leases in mobile home parks. Under Ohio law:

- Park operators are required to offer written leases 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. **Rent cannot be changed except at the time of each new lease, so a longer lease is recommended to avoid numerous rent increases.**
- If the rules and fees are not in writing, you do not have to pay those fees which you weren't told about, and you cannot be evicted for refusing to pay those fees.

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. If you receive a written agreement, you should look for certain items. For example, **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 if you believe it does not reflect what you agreed to. 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 (owners must be offered an annual lease prior to moving in, or a new lease when each one expires)
- a clause 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
- a provision in which you give up your right to a trial
- an agreement to pay the park operator's legal fees
- anything that permits the park operator to take unfair advantage of you, such as requiring that he or she automatically keeps your security deposit.
- a provision that allows the park operator to seize your personal property for nonpayment of rent
- provisions that allow the park operator to cut off your utilities, padlock the home, or raise your rent if you complain to a government agency about the park, the park operator, or if you try organizing a residents' organization.
- a provision that forces a tenant to continue to pay rent on a home that is destroyed by fire, tornado or other disaster.

✓ WARNING

Even though these unlawful clauses may not be 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.

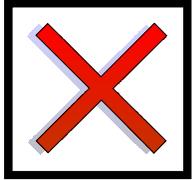
5. WHAT THE LAW SAYS A PARK OPERATOR MUST DO



Whether you have a written lease or not, the park operator has legal obligations that he or she must perform. For example, the park operator must:

- Comply with all building, housing and health codes that significantly affect health and safety. This is important because mobile home parks have health requirements concerning all of the facilities in the park. The requirements are too numerous to list here, but a list may be obtained from your local Health Department.
- **Make all repairs** to the park and keep it habitable.
- **Keep the park areas** not related to the individual homes **safe and sanitary**.
- **Give the resident at least 24 hours' advance notice** before entering the mobile home lot.

Although most parks require that you allow them to enter your home, the law only requires you to let them come in to inspect utility connections. They may come on the lot but not into the home at other times.



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 is not permitted to 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 by demanding over and over to enter a home or by entering at unreasonable times of the day.
- A park operator is not permitted to move your home out or remove any of your property from the home without a court order signed by a judge.
- A park operator is not permitted to 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, contact your local Legal Aid office.

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 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 mobile home park. Specifically 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.
- Do not damage the home or lot, or permit your guests or visitors to do so.
- Do not disturb other residents.

- Except with good reason, 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.



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. You should 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; and
- if something breaks, tell your park operator right away. 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 tell off your park operator. If you do, your park operator could:

- evict you, especially if you do not have a written lease and are a month-to-month tenant. Even though your park operator is not allowed to evict to get back at 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, have a reliable witness there to see you pay your park operator.
 - » If the park operator will not give you a receipt, do not pay by cash again.
- **Have a reliable witness** when you talk to your park operator if your park operator won't put agreements in writing.
 - **Take photographs or videotape 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 to make repairs to their own homes. It is the park operator's duty to make repairs to a tenant's home. If 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 the agreement in writing **before** making the repairs. If your park operator will not give it to you in writing, do not make the repairs. Without a written agreement, your park operator could have you make the repairs and then evict you for nonpayment of rent.



If you want to make repairs or fix things up 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 or fix things up without your park operator's permission, you could be sued and/or evicted.

Here are some other things to think about:

- **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 for businesses that provide free estimates.
- **Keep receipts from 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*. For example, a tenant's walls needing to be repainted after a few years, park plumbing fixtures that 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, read *Section 7C* 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/her back over time. If you do come to an agreement of this sort – get it in writing – **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).

8. WHAT A RESIDENT CAN DO ABOUT PROBLEMS IN A MOBILE HOME PARK

Unlike an apartment or house, residents of mobile home parks often have problems with roads, utility lines, water and sewer connections and other facilities related to the actual home rather than a particular apartment in a building.

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

✓ 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.**

A. A Step-by-Step Guide to Getting Your Rented Home or Mobile 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.

2. **Written Notice** – If that 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 that does not work, you can contact your local health department. These government officials 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 after receiving your written notice and you are current in your rent payments – you can use the rent escrow process.

Escrowing your rent means that instead of paying your rent to your park operator, you pay your rent to your local municipal or county court. **You must pay your rent one way or the other no matter what your park operator does.**

You must be current with your rent if you want to escrow (deposit) rent. If your rent is due *before* the 30 days have expired, pay your park operator. The next date the rent is due *after* the reasonable time has expired, you may 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. Take your copy of the written notice with you when you pay your rent to the court. You can continue to pay your rent to the court until the park operator's violation is corrected.

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

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

You will have to prove to the court that your home needs repairs and your park operator unreasonably refuses to make the repairs.

- Take pictures;
- 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 local Legal Aid office or a private attorney right away. They may be able to represent you or give you more advice.

6. Form a Residents' Union – Residents have the right to form a *residents' union*. This way residents can work together to help solve problems. They can give the park operator notice of repairs that are needed in their building, and if necessary, members can deposit rent with the court.

✓WARNING

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

If you have a written lease for a set period of time, such as a year, your park operator cannot end your tenancy prematurely except if you do not pay rent or you do not perform one of your duties in the lease or under the law. If you are a month-to-month tenant, your park operator can end your tenancy with 30 days' notice with only a few limitations.

If you have a lease covering a set period of time, you are in a stronger position to get things fixed in your home. Your park operator is not allowed to try to evict you for complaining about the conditions of your home or park. 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. You should keep this in mind as you decide whether to use the step-by-step guide.

9. MOVING OUT

A. When the Mobile Home Owner Wants to Move

When you own your home and want to move it out, 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 the same as a month-to-month tenant. You must give the park operator at least 30 days' advance notice of your intended move or you may be forced to pay rent for the month.

In most cases you will have a lease. You will need to consult the 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 live on that lot. With occupancy in Ohio's mobile home parks at just less than 100%, this should not be a problem in most parks.

When you go to leave, there will be a company hired 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 that the park take the home up to the front and the movers can hook up there.

The park may charge a fee for moving out in the amount equal to the actual costs that the park incurs. There can be no general

"move out" fee, just as there can be no "entrance fees." The park may require a deposit to pay for any damage which occurs, but this must be used for actual damages, and the remainder must be returned to you.

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.

It is your choice who can sell your home — a realtor, the park operator or yourself. You cannot be forced to use any particular person, 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 mobile 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.

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.

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. Then to leave, 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 7 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 11, "Getting Your Security Deposits Back—Tenants"* before your move.

10. WHEN THE PARK OPERATOR WANTS YOU TO MOVE

NOTICE

The issue of when a park operator can make a mobile home resident move out has been the center of a controversy since the landlord/tenant law began for mobile home parks. In 1987, the Ohio Supreme Court said no homeowner could be asked to leave without "just cause." This seems to indicate that no homeowner can simply be asked to leave without reason, but the controversy has not been settled because of changes in the eviction law since 1987. Tenants who

rent only the home do not have the same rights. This booklet will not discuss the issue if the park operator does not have a reason for asking you to leave, but suggests that if you receive a notice to leave and no reason is listed, contact an attorney.

A. Notice of Resident's Violation

A park operator can claim that you committed a “material violation” of the rules of the mobile home park or state health and safety codes. If he or she asks you to leave on this basis, you will 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 described in the park operator’s notice 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.

It is important to take action at this step if you want to stay in the mobile home park. Remember, if you lose the eviction case in court, your home is removed from the park and it is difficult and expensive to find a new mobile home park for the home. It is better to avoid court if at all possible.

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 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 12*.

C. Forcible Entry and Detainer Action

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 12*.

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 enable you to 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 and if they don't

believe you, you must pay. Don't request one unless you believe they will find for you.

D. The Hearing

At the hearing, both you and the park operator will be present and 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 bring out 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, 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 or referee or jury finds for the park operator, you have only as long as 10 days (and sometimes fewer) in which 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 some other place 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 a full 10 days to give you the most time 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, too.

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. Get an agreement in writing. Otherwise, the park operator can accept your back rent and still 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, you should immediately contact your local Legal Aid office.

✓ WARNING

Being unable to pay rent, having children, or being pregnant are not valid defenses to eviction!

7. Sometimes in an eviction lawsuit, a park operator will ask the court to order that you pay rent 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 submit a written answer to the court within 28 days after service of the summons and complaint. An attorney can help you prepare an answer or you can prepare an answer on your own.

✓ TIP

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

- ▶ Clean the place up 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 or sue you if there is no security deposit or it is too small to cover damages;
- ▶ Leave the place 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 videotape the conditions of the place 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 place 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 could 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 the security deposit to you;
- ▶ Move out quickly. The longer you drag it out, the more you tempt your park operator to speed things up by throwing your things out; and
- ▶ As long as anything remains in the place that you want to keep, you should continue spending the night there or notify your park operator that you are not moved out yet.

11. 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. One of the biggest abuses by park operators is wrongfully keeping security deposits. If you owe nothing, the park operator should return your security deposit within 30 days of you leaving the park and returning the keys (tenants). This is your money, so work to get your deposit back. The law is on your side.

A. Tenants

A park operator is permitted to request a security deposit of any size he or she wants. If the park operator keeps the deposit for at least six months, he or she must pay interest on any part of the deposit that exceeds one month's rent. The deposit may be kept by the park operator when the tenant moves out for any *unpaid rent or for damages* done to the mobile home or the park facilities.

Even *before you move in*, you can prepare to get your security deposit back. Inspect the mobile home with someone who can be your witness and, if possible, with your park operator, too. Make a written list of the defects, give a copy to your park operator and ask him or her for a written statement that he or she will correct them. Take pictures.

When moving out, the tenant should make sure that the mobile home is clean, remove all property, clean ovens and refrigerators, and leave the mobile 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 the tenant's responsibility. On the other hand, anything damaged by the tenant or misused by the tenant is the tenant's responsibility.

Upon moving out, the tenant should go through the mobile home again with a witness (if possible, with the same one as

before) and, if possible, with the park operator. Make another list of damages. Take pictures.

The tenant should *return the keys* to the park operator and give him or her a 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 should not need an attorney to sue your park operator in small claims court, but you might want to talk to someone listed in *Section 12* before you go to court.

The amount of money you sue for depends on how much you think was improperly 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 referee.

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 to show of the mobile 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 local Legal Aid office and ask for information about getting your security deposit back.

B. Homeowners

Just as with tenants, a park operator can take a security deposit from a mobile 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.

Before you move in, you should inspect the mobile home lot for damaged concrete or water lines, or other problems. Ask to have them fixed by giving the park operator a written

list of the problems. When you move the home out of the park, reinspect 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.

12. WHO CAN HELP

A. Local Legal Aid Office

Your local legal aid office can give you advice about your rights and possibly represent you in court. It also has other booklets on mobile 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 local legal aid office. You can call 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your local legal aid office.



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, you can call your county bar association. They can refer you to an attorney.

C. Social Service Agencies

The local Urban League or Salvation Army may be able to advise you about your rights and answer questions about your problems with your park operator.

D. PRC — Prevention, Retention & Contingency

The county welfare department may be able to help you stay in your home or help you move into a new home. Talk to your caseworker or to an attorney.

E. Building Inspector or Health Department

As a tenant, 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 mobile home park whenever you think repairs should be made. An inspection report could be good evidence to present in court. You could have even better evidence if the inspector comes to court with you.

F. Residents' Unions

If your mobile home park does not have a residents' union, there may be one for the city you live in, such as the Cleveland Tenants Organization.

13. A NOTE ON FAIR HOUSING

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



- You are told the unit or lot you wish to rent is not available when it really is.
- You are told that no children are allowed in the mobile 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 unit that are needed because of your disability. For instance, you generally have the right to change your rented 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.

Sometimes park operators refuse to rent to people because they feel the place is not safe for children, or that the park is not appropriate for the disabled. This is illegal. You, not your

park operator, decide if a home is right for you and your family.

There is one exception in regards to the age of residents in a mobile home park. Under some circumstances, a park may be for adults only. If you have any questions about this, contact your local Health Department, which licenses parks, or your local Legal Aid office.

If you believe you have experienced discrimination, call the Ohio Civil Rights Commission at 1-888-278-7101, a local fair housing agency, or 1-866-LAW-OHIO (1-866-529-6446), toll-free, to be connected to your local Legal Aid office.

MOVE-IN MOVE-OUT RECORD

Address _____ Apt. _____

ROOMS:	Conditions at Time of Move-in Inspection	Conditions at Time of Move-out Inspection
<u>Living room:</u>	Poor - Fair - Excellent	Poor - Fair - Excellent
Walls		
Floors/carpet		
Ceiling		
Draperies/Blinds		
Windows		
Comments:		
<u>Kitchen:</u>		
Walls		
Floors/carpet		
Ceiling		
Windows		
Draperies/Blinds		
Comments:		
<u>Cabinets:</u>		
Stove:		
Refrigerator:		
<u>Bathroom 1:</u>		
Walls		
Floors/Carpet		
Commode		
Windows		
Draperies/Blinds		
Comments:		
<u>Bathroom 2:</u>		
Walls		
Floors/Carpet		
Commode		
Windows		
Draperies/Blinds		
Comments:		
<u>Bedroom 1</u>		
Walls		
Floors/Carpet		
Ceiling		
Windows		
Draperies/Blinds		
Comments:		

ROOMS:	Conditions at Time of Move-in Inspection	Conditions at Time of Move-out Inspection
---------------	---	--

<u>Bedroom 2</u>		
Walls		
Floors/Carpet		
Ceiling		
Windows		
Draperies/Blinds		

Comments: _____

<u>Bedroom 3</u>		
Walls		
Floors/Carpet		
Ceiling		
Windows		

Comments: _____

<u>Park Facilities</u>		
Pad		
Utility Connections		
Sidewalk		
Parking Area		

Comments: _____

Remarks/Comments: _____

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

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FOR _____

DATE _____

AMOUNT \$ _____

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RECEIPT

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For Rent or _____

From _____ to _____

Amount \$ _____

- Cash
- Check
- Money Order

Received by _____

Comments _____

OHIO STATE LEGAL SERVICES ASSN
555 BUTTLES AVENUE
COLUMBUS OH 43215-1137