



Manufactured Home Community Residents:

Your Rights in Pennsylvania

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The Resident Protection
Program, a project of
Regional Housing
Legal Services

Introduction

If you live in a manufactured home community with three or more homes in Pennsylvania, you have substantial rights provided by the state constitution and the state legislature, including:

- no eviction without good cause
- freedom from retaliation for exercising rights
- freedom of speech and association
- the right to sell your home in place

These rights and others are provided by the state legislature in the

Manufactured Home Community Rights Act (MHCRA) and other statutes or in the state constitution.

These rights are not self-enforcing. However, residents (referred to as “lessees” in the statute) have resources that can help protect and enforce them, including a private right of action for violation of a right, and assistance for lower-income people from civil legal aid programs.

No Eviction Without Good Cause

A manufactured home community owner may evict a lessee or refuse to renew their lease only for one of the following reasons:

- non-payment of rent
- a second or subsequent violation of community rules within a 6-month period
- change in use of the community or part of it
- termination of the community

Community Rules Rules must be:

- given to lessees and posted in the community
- uniformly applied
- fair and reasonable
- reasonably related to health, safety, or upkeep
- not arbitrary or capricious

Fair Procedure Even if there is good cause to evict a person—and their home—from the community, it must be done according to a fair procedure:

- an owner may not evict a person by self-help; they must use the formal legal process
- prior to starting an eviction, the owner must give notice
- length of notice depends on the reason for the proposed eviction
- there is a right to cure non-payment of rent during the notice period—20 or 30 days
- for violations other than non-payment of rent, the notice must be 60 days
- the owner must start the action within that 60-day period
- argument against eviction—rules not enforced with respect to other lessees

No Waiver of Rights The rights and duties of both community owners and lessees may not be waived by any oral or written agreement. Any such agreement “shall be void and unenforceable....”

Rent Increases Limited No more than once in a twelve-month period.

Written Renewable Lease "Every lease shall be in writing" and shall be for one month, unless a longer period is mutually agreed on, "and shall be renewable."

Freedom from Retaliation Any proposed eviction or change of lease terms within 6 months of lessee's assertion of rights under the MHCRA or any other legal right "shall raise a presumption that such action constitutes a retaliatory and unlawful eviction" and violates the MHCRA.

The Right to Sell Your Home

- any rule preventing the sale of a home "shall be void and unenforceable"
- community owner may approve a buyer, but approval may not be unreasonably withheld
- fee claims void and unenforceable, unless claimant acted as licensed agent for homeowner

Fees May Not Exceed Actual Cost

- community owner can charge reasonable security deposit
- Landlord's fees for installing or removing a home limited to actual cost
- such fees are refundable if, within one year of installation, the landlord evicts without wrongdoing by resident

Social and Business Visitors

- there is a right to invite social and business visitors
- no fee may be charged for overnight visitors or guests
- rent increase allowed if guests are so frequent as to increase the number normally living in the unit, to conform to the rent paid by others with a like number in their household

Interior Improvements

No community owner or operator may:

- stop you from making interior improvements so long as they comply with building codes
- restrict the installation, service or maintenance of an electric or gas appliance
- charge any fee for such installation unless it reflects the actual cost to the owner/operator

Disclosure of Fees

- written disclosure prior to signing lease of a) all rent and other charges payable to the owner, and b) notice of utility charges for which lessee is responsible
- failure to disclose makes the charges "void and unenforceable"
- increases unenforceable until 30 days after notice is posted
- more extensive disclosures for leases which are for more than a 60-day period

Right to Organize You have the right to join and participate in a homeowners' association

Enforcement Under the MHCRA

- private right of action for damages, treble damages (where provided), or restitution
- rental agreements voidable if lacking required disclosures
- 30 days to accept new rental agreement or give notice of intent to vacate within 60 days
- Attorney General has the power and duty to enforce the MHCRA and to restrain prohibited acts

For additional information and resources, visit **www.rhls.org**

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Regional Housing Legal Services

is a nonprofit law firm with unmatched expertise in affordable, sustainable housing and its related components — community and economic development, utility matters and preservation of homeownership. RHLS provides innovative project and policy solutions that help create sustainable communities offering decent, safe and affordable housing for lower-income Pennsylvanians.

This brochure is for information only. Consult an attorney for legal assistance.



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