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

For additional information and resources, visit [www.rhls.org](http://www.rhls.org)

This project is funded in part through the generous contributions of the IOLTA Foundation.

**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.

Prepared by:
The Resident Protection Program, a project of Regional Housing Legal Services
**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

**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

**Interiors 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