

Connecticut General Statutes Annotated [Currentness](#)

Title 21. Licenses

→ [Chapter 412](#). Mobile Manufactured Homes and Mobile Manufactured Home Parks. Park Owners and Residents
(Refs & Annos)

→ **§ 21-64. Definitions**

As used in this chapter:

- (1) “Mobile manufactured home” means a detached residential unit having three-dimensional components which are intrinsically mobile with or without a wheeled chassis or a detached residential unit built on or after June 15, 1976, in accordance with federal manufactured home construction and safety standards, and, in either case, containing sleeping accommodations, a flush toilet, tub or shower bath, kitchen facilities and plumbing and electrical connections for attachment to outside systems, and designed for long-term occupancy and to be placed on rigid supports at the site where it is to be occupied as a residence, complete and ready for occupancy, except for minor and incidental unpacking and assembly operations and connection to utilities systems;
- (2) “Mobile manufactured home park” or “park” means a plot of ground upon which two or more mobile manufactured homes, occupied for residential purposes are located;
- (3) “Mobile manufactured home space or lot” means a plot of ground within a mobile manufactured home park designed for the accommodation of one mobile manufactured home;
- (4) “Licensee” means any person licensed to operate and maintain a mobile manufactured home park under the provisions of this chapter;
- (5) “Resident” means a person who owns, or rents and occupies, a mobile manufactured home in a mobile manufactured home park;
- (6) “Department” means the Department of Consumer Protection;
- (7) “Owner” means a licensee or permittee or any person who owns, operates or maintains a mobile manufactured home park;
- (8) “Dwelling unit” means a mobile manufactured home;

(9) "Person" means an individual, corporation, limited liability company, the state or any political subdivision thereof, agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity;

(10) "Premises" means a dwelling unit and facilities and appurtenances therein and grounds, areas and facilities held out for the use of residents generally or whose use is promised to the resident;

(11) "Rent" means all periodic payments to be made to the owner under the rental agreement;

(12) "Rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under subsection (d) of [section 21-70](#), embodying the terms and conditions concerning the use and occupancy of a dwelling unit or premises.

§ 21-64a. Term "mobile home" means mobile manufactured home

Whenever the term "mobile home" occurs or is referred to in the general statutes, it shall be deemed to mean or refer to a mobile manufactured home.

§ 21-65. Repealed. (1977, P.A. 77-614, § 609, eff. Jan. 1, 1979.)

§ 21-65a. Licensure of mobile manufactured home parks. Rents not recoverable, when

(a) It shall be unlawful for any person to maintain or operate a mobile manufactured home park, within the limits of this state unless such person shall first obtain a license therefor, in accordance with the provisions of this chapter. Any license issued pursuant to this section and [sections 21-64 to 21-73](#), inclusive, or any revocation thereof shall be posted in a conspicuous location on the grounds of the mobile manufactured home park or on the premises of any person engaged in the business of selling mobile manufactured homes.

(b) No rent shall be recoverable by the owner for any period of time in which a mobile manufactured home park is maintained or operated in violation of this section.

§ 21-66. Repealed. (1983, June Sp.Sess., P.A. 83-3, § 19, eff. July 1, 1983.)

§ 21-67. License: Application. Fee. Renewal. Inspections

(a) Application for a license to operate a mobile manufactured home park shall be made in writing to the department on such forms and in such manner and accompanied by such evidence in support of the application as the department may

prescribe together with a fee determined in accordance with subsection (c) of this section. Certification of approval by the appropriate local official or commission of compliance with the State Building Code [FN1] and any existing municipal ordinance or planning or zoning regulation shall accompany such application.

(b) The department shall, within sixty-five days after the receipt of the application, review the application, plans and specifications and inspect the location. If the department finds that the proposed park meets the provisions of this chapter and of any other state statutes or regulations and municipal ordinances or regulations, it shall approve the application and, subject to reinspection and approval on completion of the park or sections of the park and payment of the annual license fee as provided in subsection (c), shall issue a license effective for one year.

(c) The annual license fee for each mobile manufactured home park shall be computed on the basis of the number of mobile manufactured home spaces located in the park in accordance with the following schedule:

Not more than twenty-nine spaces	One hundred twenty-five dollars plus three dollars for each space
More than twenty-nine but not more than fifty spaces	Six hundred eighty-eight dollars
More than fifty but not more than one hundred spaces	One thousand sixty-three dollars
More than one hundred spaces	One thousand two hundred fifty dollars

No municipality shall charge any fee or assessment under a mobile manufactured home or trailer ordinance or zoning regulation other than a fee for seasonal use.

(d) The department shall, upon receipt of a renewal application, accompanied by the annual license fee, and after inspection of the mobile manufactured home park and determination that the park continues to conform with the requirements of this chapter, issue a renewal license.

(e) The department shall annually issue a mobile manufactured home seller's license to any person who, on October 1, 1992, has a valid Department of Motor Vehicles dealers' and repairers' license under which the licensee has engaged in the sale or resale of mobile manufactured homes. The mobile manufactured home seller's license shall allow the licensee, or any of his employees, to sell new or used mobile manufactured homes. The mobile manufactured home seller's license shall be issued annually after payment of an annual licensing fee of three hundred dollars. No person, except a person licensed or specifically exempted under chapter 392, [FN2] shall act as a real estate broker or a real estate agent for the resale of a mobile manufactured home without a license issued pursuant to this subsection.

[FN1] Regs. Conn. State Agencies, § 29-252-1d.

[FN2] C.G.S.A. § 20-311 et seq.

§ 21-67a. Filing of documents re mobile manufactured homes and mobile manufactured home parks

(a) **List of homes and owners.** Not later than October 1, 1986, the licensee of any mobile manufactured home park licensed under this chapter shall file with the town clerk, for purposes of recording in the land records of the municipality in which the park is located, a list containing all mobile manufactured homes in the park on the date of such filing, the name and address of the owner of each mobile manufactured home as appearing on its record and the lot number or location of each mobile manufactured home in the park. Each list shall contain a certification that the licensee is duly licensed by the state of Connecticut and said certification shall contain the park's license number. Each park licensee shall pay to the town clerk for recording the list, five dollars per page plus fifty cents for each owner's name to be indexed in excess of four names per page. The Department of Consumer Protection shall ensure that each licensee is in compliance with this section.

(b) **Evidence of ownership.** Any person owning a mobile manufactured home on or after October 1, 1986, shall file with the town clerk of the municipality in which the mobile manufactured home is located a certificate of title, bill of sale or other document evidencing the person's ownership of the mobile manufactured home. On or after October 1, 1986, any person holding a security interest in any such mobile manufactured home may file the security interest for recording in the land records of the municipality in which the mobile manufactured home is located.

(c) **Conveyance requirements.** On or after October 1, 1986, conveyances of title of mobile manufactured homes in mobile manufactured home parks licensed under this chapter or located on single-family lots owned by a person other than the homeowner shall comply with the following requirements: (1) The document conveying the title shall contain (A) a description of the mobile manufactured home, setting forth the name of the manufacturer, the model number, the serial number and all encumbrances on the home, (B) the name and address of the mobile manufactured home park in which the home is located, including lot number, if any, within the park, or for those homes not situated in mobile manufactured home parks, the name and address of the individual owning the lot on which the home is located and the address of the lot, and (C) the amount due and owing, if any, for property taxes to the municipality in which the mobile manufactured home is located; (2) the document conveying title shall be filed in the town clerk's office of the municipality in which the home is located for recording on the land records; and (3) any taxes imposed as provided in subsection (b) of [section 12-412c](#) which have become due shall have been paid in full. No purchaser of a mobile manufactured home shall be entitled to assume the tenancy or rental agreement of the seller in a mobile manufactured home park until such purchaser has complied with subdivisions (2) and (3) of this subsection.

(d) **Document transferring title.** Any document transferring title to a mobile manufactured home located in a mobile manufactured home park or on a single-family lot, when duly executed and recorded in accordance with subsection (c) of this section, shall have the force and effect of the equivalent statutory form deed as provided for in [section 47-36c](#).

(e) **Document creating encumbrance.** On or after October 1, 1986, any public documents purporting to create an encumbrance upon a mobile manufactured home, including, but not limited to, a mortgage, a security interest, a chattel mortgage or an attachment, shall be recorded in the town clerk's office of the municipality in which the home is located. The filing of any document on said land records evidencing the encumbrance and used to perfect the encumbrance under Connecticut's uniform commercial code, [\[FN1\]](#) shall be deemed compliance with subsection (b) of this

section. Failure to comply with this section shall not in any way affect any security rights of the secured party in the mobile manufactured home, except that any document creating an encumbrance upon a mobile manufactured home after October 1, 1993, shall not be perfected under Connecticut's Uniform Commercial Code until the document has been recorded in the town clerk's office of the municipality in which the home was located.

(f) **Removal statement.** Any owner of a mobile manufactured home located in a mobile manufactured home park or on a single-family lot who desires to remove such home from the park or lot in or on which it has been situated shall file for recording with the town clerk of said municipality a certificate substantially in the following form:

MOBILE MANUFACTURED HOME REMOVAL STATEMENT

.... of, owner of (description of mobile manufactured housing being removed, containing name of manufacturer, model and serial number) which has the following encumbrances, and which mobile manufactured home has been situated at (name of park, if any, street address, town/city) hereby intends to remove said mobile manufactured home from (address) to the following location:

Signed this day of, 20..

Witnessed by:
.....

(Acknowledgment)

...., holder of the aforementioned security instrument/mortgage deed/lien/attachment, hereby consents to the removal of the aforesaid home, subject to the condition that the aforesaid security instrument/mortgage/lien/attachment shall remain in full force and effect thereon., Tax collector of the town of certifies that all property taxes due and payable with respect to the aforesaid mobile manufactured home have been paid in full.

Signed this day of, 20..

(g) **Time period for filing removal statement.** The removal statement required under subsection (f) of this section shall be filed with the town clerk of the municipality not later than seventy-two hours prior to the removal of such home from the park or lot or the conveyance of such home to any purchaser. Any person who fails to file such removal statement within the time period prescribed by this subsection shall be subject to a fine of five hundred dollars. No owner of a mobile manufactured home located in a mobile manufactured home park or on a single-family lot who desires to remove such home from the park or lot in or on which such home has been situated or to convey such home to any purchaser shall remove such home from such park or lot without filing a valid removal statement pursuant to this subsection.

[FN1] C.G.S.A. § 42a-1-101 et seq.

§ 21-68. Conformance with building and fire safety codes, ordinances and regulations required. Replacement of mobile manufactured home in mobile manufactured home park

Each mobile manufactured home park shall conform to the requirements of the State Building Code, [FN1] the Fire Safety Code [FN2] and local ordinances or planning or zoning regulations, if any, provided an applicant for a license for a mobile manufactured home park in existence on October 1, 1972, may, with the consent of the Commissioner of Consumer Protection, be exempted from the provisions of sections 425.31, 425.32, 425.33, 425.51 and 425.52 of the basic or State Building Code, if such park meets the remaining requirements for a license; and provided further, the commissioner may exempt any mobile manufactured home park from the provisions of section 425.37 of said code, with respect to faucets, sanitary facilities, laundry tubs and slop sinks for community use. The replacement of a mobile manufactured home in a mobile manufactured home park with a mobile manufactured home with the same or different external dimensions that is built in compliance with federal mobile manufactured home construction and safety standards, as amended from time to time, shall not constitute an expansion of a nonconforming use.

[FN1] Regs. Conn. State Agencies, § 29-252-1d.

[FN2] Regs. Conn. State Agencies, § 29-292-1e et seq.

§ 21-68a. Exemption of certain mobile manufactured homes from inspection provisions of State Building Code

Any mobile manufactured home manufactured prior to September 1, 1971, and any used mobile manufactured home sold on site or resited on an individual lot outside a mobile manufactured home park shall be exempt from any provisions of the State Building Code [FN1] which would otherwise require a third-party inspection on resale or resiting. In the event of resale or resiting of a mobile manufactured home, the local building official in the town where the mobile manufactured home is to be located shall, upon the request of either party, inspect such unit and shall issue a certificate of approval in the case of an on-site sale or a certificate of occupancy in the case of a resiting, to the owner of such unit, provided such authority finds such unit safe for human habitation and the site meets local zoning requirements. A fee of not more than fifty dollars may be charged for such inspection by such building officials.

[FN1] Regs. Conn. State Agencies, § 29-252-1d.

§ 21-69. Attendant required at park. Notification of name and address of manager and agent for service of process. Liability of owner and manager

(a) The licensee, or a duly authorized attendant or caretaker, shall be in charge at all times to keep the mobile manufactured home park, its facilities and equipment in a clean, orderly and sanitary condition. The attendant or caretaker shall be answerable, with the licensee, for a violation of any provision of this chapter or any regulation issued thereunder.

(b) It is the duty of the owner or an agent authorized by him, or any successor owner or such successor's agent, to noti-

fy the resident in writing, on or before the commencement of the tenancy or, in the case of a successor owner or agent, at the time of such succession, of the name and address of (1) the person authorized to manage the premises and (2) the person authorized to receive all notices, demands and service of process. Such name and address shall be kept current. If the owner fails to comply with this subsection, the person authorized by the owner to enter into the rental agreement with the resident shall be deemed the agent of the owner for (A) service of process and receipt of all notices and demands, (B) performing the obligations of the owner under the rental agreement and under [sections 21-82](#) and [47a-13](#) and any other provision of this chapter imposing obligations on the owner and (C) expending funds from the rent collected from the premises to perform such obligations.

(c) (1) Unless otherwise agreed, an owner who conveys premises which include a mobile manufactured home or a mobile manufactured home space or lot subject to a rental agreement to a bona fide purchaser is relieved of liability under the rental agreement and the provisions of this chapter and [sections 47a-21, 47a-23 to 47a-23b, inclusive, 47a-26 to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46](#), with respect to any events occurring after written notice to the resident of the conveyance.

(2) Unless otherwise agreed, a manager of premises which include a mobile manufactured home or a mobile manufactured home space or lot is relieved of liability under the rental agreement and this chapter and [section 47a-21](#) as to events occurring after termination of his management.

§ 21-70. Disclosure statement. Rental agreements and renewals. Notice when home or lot located in common interest community. Adoption of rules and regulations. Documents filed with department. Notice of proposed land use change or sale. Purchase of mobile manufactured home park by association of unit homeowners

(a) The Commissioner of Consumer Protection shall adopt regulations, in accordance with the provisions of chapter 54, [\[FN1\]](#) providing for a disclosure statement which shall be used by mobile manufactured home park owners. The disclosure statement shall be a plain language summary of the rights and obligations listed in this chapter and shall not add to or diminish the rights and obligations provided by this chapter. Such disclosure statement shall include at least the following information: (1) The monthly rental fee and all considerations payable by the resident to the owner; (2) the length of the rental term; (3) the amount of land granted by the rental agreement; (4) an enumeration of goods and services to be provided to the resident, including those goods and services to be provided free of charge; (5) notice if the owner plans to terminate the operation of the park during the term of the rental agreement; (6) a statement of conditions to be complied with by the owner and resident in the event of the sale of the mobile manufactured home by the resident, including aesthetic standards for resale, which conditions shall not be altered by the owner after the rental agreement has been entered into; (7) the rights of residents regarding eviction under [section 21-80](#); (8) the rights of residents regarding the resale of a mobile manufactured home under [section 21-79](#); (9) the rights of residents in the event that alterations of the rules concerning the resident's use and occupancy of the premises under subsection (b) of this section are to be made; (10) notice that outstanding property taxes may be owed on the mobile manufactured home; and (11) notice that there may be liens and other encumbrances on the mobile manufactured home and that the resident or purchaser should check with the town clerk, tax assessor and tax collector to determine whether any taxes are due on the mobile manufactured home and within any liens or encumbrances on the mobile manufactured home exist. Owners shall provide each prospective resident, before any rental agreement is entered into, and each resident, at the time of

the first renewal of his rental agreement which occurs after the effective date of the regulations providing for a disclosure statement, with a completed disclosure statement. No rental agreement entered into on or after the effective date of the regulations providing for a disclosure statement shall be enforceable until the requirements of this subsection are met. A copy of such statement shall be signed by the resident at the time of the rental, acknowledging receipt of a completed, signed copy and such completed, signed copy shall be kept on file by the owner for a period of four years after such resident vacates the park.

(b) No owner may offer a mobile manufactured home or a mobile manufactured home space or lot for rent without providing the prospective resident with a copy of an initial written rental agreement before the resident occupies such mobile manufactured home or lot. No owner may rent a mobile manufactured home or mobile manufactured home space or lot to a new resident until a written rental agreement has been signed by the resident and the owner. The initial rental agreement and all renewals offered to a resident by the owner shall be in writing. The term of each rental agreement and renewal shall not be less than one year unless the resident requests, in writing, a term for less than one year. If the owner fails to offer the resident a written renewal of a rental agreement, or if the owner offers a renewal but the resident fails or refuses to sign it, unless there is a disagreement as to the amount of the rent, the prior rental agreement shall be deemed to be extended for one year at the then prevailing park rental and the resident shall be bound by all terms of the prior rental agreement and any prevailing park rental adopted after the prior rental and all rules and regulations properly applicable to such prior rental agreement pursuant to subsection (d) of this section. If there is a disagreement as to the amount of the rent, unless the owner terminates the lease and brings an action of summary process, the prior rental agreement shall be deemed to be extended on a month-to-month basis at the last agreed-upon rent, and the resident shall be bound by all terms of the prior rental agreement and all rules and regulations properly applicable to such prior rental agreement pursuant to subsection (d) of this section. In such an event, the owner may bring an action of summary process pursuant to [section 21-80](#), or the resident may seek relief under [section 47a-23c](#) or [sections 7-148b to 7-148f](#), inclusive, if applicable.

(c) Whenever a resident rents a mobile manufactured home or a mobile manufactured home space or lot in a mobile manufactured home park which is also a common interest community from a declarant, successor declarant or person acting on the declarant's or successor declarant's behalf, such declarant, successor declarant or person shall, prior to entering into a rental agreement, provide the resident with a written notice that the mobile manufactured home or the mobile manufactured home space or lot is located in a common interest community.

(d) An owner, from time to time, may adopt a rule or regulation, however described, concerning the resident's use and occupancy of the premises. Such rule or regulation shall be enforceable against the resident only if (1) the purpose of the rule or regulation is to promote the convenience, safety or welfare of the residents, preserve the owner's property from abusive use or make a fair distribution of services and facilities held out for the residents generally; (2) such rule or regulation is reasonably related to the purpose for which it is adopted; (3) such rule or regulation applies to all residents on the premises in a fair manner, provided reasonable exemptions may be made for good cause; (4) such rule or regulation is sufficiently explicit in its prohibition, direction or limitation of the resident's conduct to fairly inform him of what he shall or shall not do to comply, and (5) the resident has written notice of such rule or regulation at the time he enters into the rental agreement or when such rule or regulation is adopted. A rule or regulation having the effect of substantially modifying the terms of a rental agreement previously entered into by a resident shall not apply to such rental agreement without the written consent of the resident.

(e) Each owner shall file with the Department of Consumer Protection copies of the park's rental agreements, aesthetic standards to be complied with by the owner and resident in the event of the sale of the mobile manufactured home by the resident, and rules or regulations concerning the resident's use and occupancy of the premises. Any change in the documents required to be filed under this subsection, other than a change in rent, shall be filed with the Department of Consumer Protection. No rental agreements, aesthetic standards, or rules or regulations, and no changes in the terms or provisions of such documents, other than a change in rent, shall be effective until such documents or changes are filed with the Department of Consumer Protection.

(f) (1) Any person making an application to appear before any municipal, state or federal agency with respect to any matter changing the land use of a specific mobile manufactured home park shall give written notice of the application by first class mail addressed to the affected units of the park or by personal delivery to the units not later than seven days after its filing. The notice shall state the reasons for which the application was filed.

(2) Except as otherwise provided in subdivision (5) of this subsection, any mobile manufactured home park owner who intends to discontinue the use of the land as a mobile manufactured home park or to sell land used as a mobile manufactured home park to any person who intends to discontinue its use as a mobile manufactured home park shall give written notice by first class mail addressed to each mobile manufactured home unit or by personal delivery to each unit upon such land if such transaction will entail the discontinuance of the use of the land for mobile manufactured home park purposes. If an owner of a mobile manufactured home has given the park owner written notice that the owner resides in a place other than the owner's unit, notice shall be sent by first class mail to the address so provided. The notice shall include a statement advising the recipient of the intended discontinuance of use or sale and, except as otherwise provided in subdivision (5) of this subsection, shall be mailed or delivered at least one hundred twenty days prior to the discontinuance of the use of the land as a mobile manufactured home park. The notice may run concurrently with the notice required by [subdivision \(3\) of subsection \(a\) of section 21-80](#) or [subparagraph \(E\) of subdivision \(1\) of subsection \(b\) of section 21-80](#). A copy of such notice from the park owner shall be sent to any association of residents of the mobile manufactured home park which has made a written request for such notice.

(3) Except as otherwise provided in subdivision (5) of this subsection, within one hundred twenty days after the notice provided for in subdivision (2) of this subsection has been mailed, any association representing twenty-five per cent or more of the units in the park, including an association formed after the issuance of the notice, may notify the owner of the park that it is interested in purchasing the mobile manufactured home park. A copy of such notice may be filed on the land records of the town in which the mobile manufactured home park is located. If such notice is given, except as otherwise provided in subdivision (5) of this subsection, the association shall have three hundred sixty-five days after the notice required in subdivision (2) of this subsection has been given to purchase the park through negotiation or the method set forth in subdivision (4) of this subsection. Upon the request of the association, the Department of Economic and Community Development shall assist the association in developing financing for the purchase of the park.

(4) If the association and the park owner cannot agree upon a purchase price, the association shall have the right to purchase the property: (A) If the association matches the essential provisions of any existing bona fide offer to purchase the park made by another potential purchaser which offer by such other purchaser the owner is prepared to accept; or (B) if there is no such offer, at a purchase price to be established by an appraiser chosen by the association and the

park owner. If the two parties cannot agree upon one appraiser, either party may notify the other, in writing, of such disagreement, and the association shall choose an appraiser, the park owner shall choose an appraiser, and the two appraisers shall choose a third appraiser, which three appraisers shall establish a value of the park. If the park owner refuses to select an appraiser within fifteen days of such notice, the Commissioner of Consumer Protection shall choose an appraiser for the park owner. The costs of all appraisers shall be paid equally by the association and the park owner. Except as otherwise provided in subdivision (5) of this subsection, if, within three hundred sixty-five days from the mailing of the notice required in subdivision (2) of this subsection, no agreement for such sale signed by the association and the park owner has been filed upon the land records, or if the association has not filed a certified statement to purchase the park at the appraised value which value shall also be certified on the land records by the appraiser or appraisers, the right provided in this subsection to purchase the park shall be void and any recorded notice filed pursuant to subdivision (3) of this subsection shall be void.

(5) In any case in which a mobile manufactured home park with two hundred or more units in which a majority of residents have been given written notice, prior to June 10, 1999, of the intended discontinuance of the use of the land as a mobile manufactured home park, regardless of whether one or more of such notices or the service of such notices is subsequently deemed invalid or ineffective, (A) any subsequent notice of such intended discontinuance that is given or required to be given after June 23, 1999, by the owner pursuant to this subsection, and (B) any notice given or action taken pursuant to this subsection after June 23, 1999, by any association representing twenty-five per cent or more of the units in the park shall be subject to the time limitations contained in this subsection that were in effect immediately prior to June 23, 1999.

[FN1] C.G.S.A. § 4-166 et seq.

§ 21-70a. Displacement of residents due to change in land use. Relocation expenses and compensatory payments. Notice of closing of park, requirements

(a) A mobile manufactured home park resident who owns a mobile manufactured home and is required to remove the home from the park because of a change in use of the land on which said mobile manufactured home is located shall be entitled to receive from the mobile manufactured home park owner (1) relocation expenses to a mobile manufactured home park satisfactory to the resident within one hundred miles of the existing park site up to a maximum of (A) seven thousand dollars if the notice given pursuant to [subdivision \(3\) of subsection \(a\) of section 21-80](#) or [subparagraph \(E\) of subdivision \(1\) of subsection \(b\) of section 21-80](#) expires before October 1, 2000, regardless of whether such notice was given before or after June 23, 1999, or (B) subject to the provisions of subsection (b) of this section, ten thousand dollars if the notice given pursuant to [subdivision \(3\) of subsection \(a\) of section 21-80](#) or [subparagraph \(E\) of subdivision \(1\) of subsection \(b\) of section 21-80](#) expires on or after October 1, 2000, regardless of whether such notice was given before or after June 23, 1999, or (2) in the event a satisfactory site is not available onto which the mobile manufactured home may be relocated, the sum of (A) seven thousand dollars if the notice given pursuant to [subdivision \(3\) of subsection \(a\) of section 21-80](#) or [subparagraph \(E\) of subdivision \(1\) of subsection \(b\) of section 21-80](#) expires before October 1, 2000, regardless of whether such notice was given before or after June 23, 1999, or (B) subject to the provisions of subsection (b) of this section, ten thousand dollars if the notice given pursuant to [subdivision \(3\) of subsection \(a\) of section 21-80](#) or [subparagraph \(E\) of subdivision \(1\) of subsection \(b\) of section 21-80](#) expires on or after October 1, 2000, regardless of whether such notice was given before or after June 23, 1999.

(b) Notwithstanding the provisions of subsection (a) of this section, in any case in which a mobile manufactured home park containing two hundred or more units in which a majority of residents have been given written notice, prior to June 23, 1999, pursuant to [subdivision \(3\) of subsection \(a\) of section 21-80](#) or [subparagraph \(E\) of subdivision \(1\) of subsection \(b\) of section 21-80](#), regardless of whether one or more of such notices or the service of such notices is subsequently deemed invalid or ineffective, the amount of the relocation or compensatory payments required to be paid to such resident under the provisions of this section shall not exceed seven thousand dollars, regardless of whether a subsequent valid notice or notices are properly served subsequent to June 23, 1999, and such subsequent notice or notices expire on or after October 1, 2000.

(c) The owner of a mobile manufactured home park, who intends to close the park, shall notify, in writing, the Commissioner of Consumer Protection, the Commissioner of Economic and Community Development and the chief elected official in the town in which the park is located at least ninety days prior to refusing to renew any leases because of the impending closing, or on any earlier date the owner gives any notice of the closing of the park as may be required by the general statutes.

§ 21-71. Revocation, suspension or refusal to renew license for violation. Fine. Remedies available to residents

(a) The department may revoke, suspend or refuse to renew any license to operate a mobile manufactured home park for a violation of any provision of this chapter or any regulations issued hereunder or any other state or local law or regulation, after hearing, except that if the department upon investigation finds a licensee is not providing adequate sewerage facilities, electrical, plumbing or sanitary services, water supply or fire protection, suspension of the license shall be automatic, provided such licensee shall be entitled to a hearing before the department within five days after such suspension. A license may be reinstated or reissued if the circumstances leading to the violation have been remedied and the park is being maintained and operated in full compliance with this chapter and the regulations hereunder. Each officer, board, commission or department of the state or any local government shall assist the department with technical data on sewerage facilities, electrical, plumbing or sanitary services, water supply or fire protection and shall submit such data to the department for the department's use in any hearing held pursuant to this section. In addition to revoking, suspending or refusing to renew any license to operate a mobile manufactured home park, the department may impose a fine of not less than fifty nor more than three hundred dollars for each day that such violation continues. In connection with any investigation the Commissioner of Consumer Protection or the commissioner's authorized agent may administer oaths, issue subpoenas, compel testimony and order the production of books, records and documents. The commissioner may issue an appropriate order to any owner found to be in violation of any provision of this chapter or any regulation issued hereunder, providing for the immediate discontinuance of the violation. Each owner shall retain all leases, disclosure statements, rules and regulations required under this chapter for at least four years after any resident to whom they relate vacates the park. If an inspection by the department reveals a violation of any provision of this chapter or any regulation issued hereunder, the cost of all reinspections necessary to determine compliance with any such provision shall be assumed by the owner, except that if a first reinspection indicates compliance with such provision, no charge shall be made.

(b) In addition to any other available remedies, the provisions of [section 47a-14h](#) shall be available to all residents in a mobile manufactured home park including residents who own their own units.

§ 21-72. Appeal from department's actions

Any person aggrieved by any action of the department may appeal therefrom in accordance with the provisions of [section 4-183](#).

§ 21-73. Collection of rents prohibited after suspension or revocation of permit or license. Management fee

(a) Upon the suspension or revocation of a license or the refusal to renew a license, pursuant to [section 21-71](#), the licensee shall be prohibited from collecting any rents or other consideration until the license is reinstated or reissued. In the event of such suspension, revocation or refusal to renew a license, the department may apply to the Superior Court for a receivership to carry on the management of the park with the costs of the receivership assessed against the owner.

(b) Upon the automatic suspension of a license for failure to supply adequate sewerage, electrical, plumbing or sanitary services, water supply or fire protection the department may: (1) Collect such rents or other consideration and use the proceeds to provide any necessary services or; (2) apply to the Superior Court for a receivership to carry on the management of the park with the costs of the receivership assessed against the owner.

(c) The department shall charge the licensee a fee of ten per cent of all rental payments collected to cover the cost of collection of rents and use of proceeds.

(d) If the Commissioner of Consumer Protection finds that conditions constituting a threat to the health or safety of residents exist within a mobile manufactured home park, the commissioner may require the owner to post a bond in such form and amount as the commissioner shall require, which shall run to the state for the use of the state in the event the owner is unable to remedy such conditions.

§ 21-73a. Owner's interest subject to tax lien

The interest of each owner of a mobile manufactured home park in such park shall be subject to any tax lien on such park continued pursuant to the provisions of [section 12-173](#). No such lien shall be valid unless the tax collector of the municipality wherein such park is situated makes and files in the office of the town clerk a certificate of lien, pursuant to the provisions of [section 12-173](#), giving notice of his intention to claim against such park. Such lien shall exist from the fifteenth day succeeding the date of entry of such certificate in the land records. Any such lien may be discharged in accordance with said [section 12-173](#).

§ 21-73b. Reserved for future use

§ 21-73c. Constructive notice of lien

Each certificate of lien filed pursuant to the provisions of [sections 12-172](#) and [21-73a](#), this section and [section 21-73d](#) shall constitute constructive notice of the existence of the lien and the claim of the municipality against any such interest in such park.

§ 21-73d. Order of precedence of liens

The liens filed pursuant to [section 21-73a](#) shall take precedence over any claim of right of an insured owner, mortgagee, assignee or other interested party.

§ 21-74. Repealed. (1977, P.A. 77-614, § 609, eff. Jan. 1, 1979.)

§ 21-75. Regulations

The Commissioner of Consumer Protection shall adopt such regulations as are necessary to carry out the purposes of this chapter, in accordance with the provisions of chapter 54. [\[FN1\]](#)

[\[FN1\]](#) C.G.S.A. § 4-166 et seq.

§ 21-76. Repealed. (1977, P.A. 77-614, § 609, eff. Jan. 1, 1979.)

§ 21-76a. Penalty

(a) Any person violating any provision of this chapter or the regulations adopted thereunder shall be fined not more than one hundred dollars for each offense.

(b) Nothing in this chapter shall affect the rights of any party under chapter 735a. [\[FN1\]](#)

[\[FN1\]](#) C.G.S.A. § 42-110a et seq.

§ 21-77. Repealed. (1977, P.A. 77-614, § 609, eff. Jan. 1, 1979.)

§ 21-78. Restrictions by owners on suppliers of commodities and services, reviewable by department

No owner shall restrict without good cause the number of suppliers of other commodities or services customarily delivered by home delivery including but not limited to milk, bakery goods, newspapers, laundry and dry cleaning and no owner shall receive, directly or indirectly, any fee, charge, commission or remuneration from any supplier. Any resident aggrieved by such a restriction without cause may petition the department for review of such restriction. The Com-

missioner of Consumer Protection may adopt regulations, in accordance with the provisions of chapter 54, [FN1] if necessary to carry out the purposes of this section. Notwithstanding the provisions of chapter 54, the decision of the commissioner shall be final with respect to the petition.

[FN1] C.G.S.A. § 4-166 et seq.

§ 21-79. Owner prohibited from restricting resident's right to sell

(a) No owner or operator of a mobile manufactured home park shall require a resident who owns a mobile manufactured home which is safe, sanitary and in conformance with aesthetic standards to remove the home from the development at the time such mobile manufactured home is sold or a mortgage on such a home is foreclosed provided that the purchaser or foreclosing mortgagee shall assume and be bound by the rental agreement of the foreclosed mortgagor and shall be bound by the rules and regulations of the park.

(b) A mobile manufactured home shall be presumed to be safe and sanitary if it is established that the mobile manufactured home was constructed in accordance with any nationally recognized building or construction code or standard. Failure to meet any such standard or the provisions of any such code shall not automatically raise a presumption that the mobile manufactured home is unsafe or unsanitary. Such failure shall not be used as a reason for withholding approval of an on-site sale unless such failure renders the mobile manufactured home unsafe or unsanitary.

(c) The owner of a mobile manufactured home park shall bear the burden of showing that a mobile manufactured home is unsafe, unsanitary, or fails to meet the aesthetic standards of the development. No aesthetic standard concerning those physical characteristics such as size, original color or original building materials, which cannot be changed without undue financial hardship to the resident, shall be applied against a mobile manufactured home.

(d) Any purchaser of a mobile manufactured home sold by a resident may become a resident of the mobile manufactured home park provided he meets the entry requirements for said park and such requirements are equally applied by the owner to all purchasers and prospective residents and the owner approves such entry. Such approval may not be withheld except for good cause. For the purposes of this section good cause means a reasonable cause for the owner to believe (1) that such purchaser intends to utilize the purchased mobile manufactured home for an illegal or immoral purpose or for any purpose that would disturb the quiet enjoyment of the other residents of the park or (2) that the purchaser is or will be financially unable to pay the rent for the space or lot upon which the purchased mobile manufactured home is located. If the owner denies approval to a purchaser, he shall, in writing, state any reason for such disapproval. Such statement shall be delivered to the resident and the purchaser or prospective resident within ten days after the owner receives the completed application of the purchaser or prospective resident. Failure to deliver such notification within ten days shall be deemed to be approval.

(e) Any resident wishing to sell his or her home shall request a written statement of the owner's intentions regarding the condition of the home. Within twenty days after receipt of such a request, the owner shall approve the home's condition for resale or deliver a written statement to the resident specifying the reasons why the home is not safe, sanitary,

or in conformance with aesthetic standards. Failure of the owner to respond within twenty days shall be deemed to be an approval of the home's condition for resale. If the resident disputes the owner's response, he may seek a declaratory ruling from the Department of Consumer Protection. The resident may attempt to correct defects identified by the owner and may again request the owner's approval of the home's condition for resale. If the resident again disputes the owner's response, he may once again seek a declaratory ruling from the department. An owner's statement of approval shall remain in force for not more than six months. No owner shall exact a commission or fee with respect to the price realized by the seller, unless he has acted as agent for the seller in a sale pursuant to a written contract, or charge a rent for the mobile manufactured home space or lot upon which the purchased mobile manufactured home is located greater than the prevailing rent for any other space or lot located in the park.

§ 21-80. Grounds for summary process action or termination of rental agreement. Procedure. Rent increases. Stay of execution. Sale of abandoned homes

(a) An action for summary process may be maintained by the owner of a mobile manufactured home park against a mobile manufactured home resident who rents a mobile manufactured home from such owner for the following reasons, which shall be in addition to other reasons allowed under chapter 832 [FN1] and, except as otherwise specified, proceedings under this subsection shall be as prescribed in chapter 832 and sections 47a-15, 47a-20 and 47a-20a:

(1) A conviction of the resident of a violation of a federal or state law or local ordinance which the court finds to be detrimental to the health, safety and welfare of other residents in the park but no notice to quit possession shall be required;

(2) The continued violation of any reasonable rule established by the owner, provided a copy of such rule has been delivered by the owner to the resident prior to entering into a rental agreement and a copy of such rule has been posted in a conspicuous place in the park and, provided further the resident receives written notice of the specific rule or rules being violated at least thirty days before the time specified in the notice for the resident to quit possession of the mobile manufactured home or occupancy of the space or lot; or

(3) A change in use of the land on which such mobile manufactured home is located, provided all the residents affected are given written notice (A) at least three hundred sixty-five days before the time specified in the notice for the resident to quit possession of the mobile manufactured home or occupancy of the lot if such notice is given before June 23, 1999, or (B) at least five hundred forty-five days before the time specified in the notice for the resident to quit possession of the mobile manufactured home or occupancy of the lot if such notice is given on or after June 23, 1999, regardless of whether any other notice under this section or [section 21-70](#) has been given before June 23, 1999; provided nothing in subsection (f) of [section 21-70](#), [section 21-70a](#), this subsection, subdivision (1) of subsection (b) of this section or [section 21-80b](#) shall be construed to invalidate the effectiveness of or require the reissuance of any valid notice given before June 23, 1999.

(b) (1) Notwithstanding the provisions of [section 47a-23](#), an owner may terminate a rental agreement or maintain a summary process action against a resident who owns a mobile manufactured home only for one or more of the follow-

ing reasons:

(A) Nonpayment of rent, utility charges or reasonable incidental services charges;

(B) Material noncompliance by the resident with any statute or regulation materially affecting the health and safety of other residents or materially affecting the physical condition of the park;

(C) Material noncompliance by the resident with the rental agreement or with rules or regulations adopted under [section 21-70](#);

(D) Failure by the resident to agree to a proposed rent increase, provided the owner has complied with all provisions of subdivision (5) of this subsection; or

(E) A change in the use of the land on which such mobile manufactured home is located, provided all of the affected residents receive written notice (i) at least three hundred sixty-five days before the time specified in the notice for the resident to quit possession of the mobile manufactured home or occupancy of the lot if such notice is given before June 23, 1999, or (ii) at least five hundred forty-five days before the time specified in the notice for the resident to quit possession of the mobile manufactured home or occupancy of the lot if such notice is given on or after June 23, 1999, regardless of whether any other notice under this section or [section 21-70](#) has been given before June 23, 1999; provided nothing in subsection (f) of [section 21-70](#), [section 21-70a](#), subsection (a) of this section, this subdivision and [section 21-80b](#) shall be construed to invalidate the effectiveness of or require the reissuance of any valid notice given before June 23, 1999.

(2) An owner may not maintain a summary process action under subparagraph (B), (C) or (D) of subdivision (1) of this subsection, except a summary process action based upon conduct which constitutes a serious nuisance or a violation of [subdivision \(9\) of subsection \(b\) of section 21-82](#), prior to delivering a written notice to the resident specifying the acts or omissions constituting the breach and that the rental agreement shall terminate upon a date not less than thirty days after receipt of the notice. If such breach can be remedied by repair by the resident or payment of damages by the resident to the owner and such breach is not so remedied within twenty-one days, the rental agreement shall terminate except that (i) if the breach is remediable by repairs or the payment of damages and the resident adequately remedies the breach within said twenty-one-day period, the rental agreement shall not terminate, or (ii) if substantially the same act or omission for which notice was given recurs within six months, the owner may terminate the rental agreement in accordance with the provisions of [sections 47a-23 to 47a-23b](#), inclusive. For the purposes of this subdivision, “serious nuisance” means (A) inflicting bodily harm upon another resident or the owner or threatening to inflict such harm with the present ability to effect the harm and under circumstances which would lead a reasonable person to believe that such threat will be carried out, (B) substantial and wilful destruction of part of the premises, (C) conduct which presents an immediate and serious danger to the safety of other residents or the owner, or (D) using the premises for prostitution or the illegal sale of drugs. If the owner elects to evict based upon an allegation, pursuant to [subdivision \(8\) of subsection \(b\) of section 21-82](#), that the resident failed to require other persons on the premises with the resident's consent to conduct themselves in a manner that will not constitute a serious nuisance, and the resident claims to

have had no knowledge of such conduct, then, if the owner establishes that the premises have been used for the illegal sale of drugs, the burden shall be on the resident to show that the resident had no knowledge of the creation of the serious nuisance.

(3) Notwithstanding the provisions of [section 47a-23](#), termination of any tenancy in a mobile manufactured home park shall be effective only if made in the following manner:

(A) By the resident giving at least thirty days' notice to the owner;

(B) By the owner giving the resident at least sixty days' written notice, which shall state the reason or reasons for such termination, except that, when termination is based upon subparagraph (A) of subdivision (1) of this subsection, the owner need give the resident only thirty days' written notice, which notice shall state the total arrearage due provided, the owner shall not maintain or proceed with a summary process action against a resident who tenders the total arrearage due to the owner within such thirty days and who has not so tendered an arrearage under this subparagraph during the preceding twelve months.

(4) Except as otherwise specified, proceedings under this section shall be as prescribed by chapter 832.

(5) Nothing in this subsection shall prohibit an owner from increasing the rent at the termination of the rental agreement if (A) the owner delivers a written notice of the proposed rent increase to the resident at least thirty days before the start of a new rental agreement; (B) the proposed rent is consistent with rents for comparable lots in the same park; and (C) the rent is not increased in order to defeat the purpose of this subsection.

(c) Notwithstanding the provisions of [sections 47a-35](#) and [47a-36](#), if judgment is entered in a summary process action against a mobile manufactured home owner and resident based upon subparagraph (D) of subdivision (1) of subsection (b) of this section, execution shall not issue until six months from the date of such judgment. The court shall condition such stay of execution upon a requirement that the mobile manufactured home owner and resident make payments to the plaintiff in the summary process action in such installments as the court may direct for the use and occupancy of the premises during the period of such stay at the rate for which such mobile manufactured home owner and resident was most recently liable as rent or in such other sum as is reasonable.

(d) Notwithstanding the provisions of [sections 47a-35](#) and [47a-36](#), if judgment is entered in a summary process action against a resident who owns the mobile manufactured home, the resident may, prior to the expiration of the automatic stay of execution provided in [section 47a-35](#) or [47a-36](#), as applicable, move for permission to exercise in good faith the resident's right to sell the mobile manufactured home in place in the mobile manufactured home park, subject to the provisions of [section 21-79](#), and the court may stay execution upon such judgment pending sale of the home. Such stay may be ordered for a period or periods in an aggregate not to exceed twelve months from the date of the judgment in the summary process action, except that any such stay or stays extending beyond six months from the date of the judgment in the summary process action shall be reviewed every two months to determine that the resident is making a

good faith effort to sell the home. The court shall condition such stay of execution upon a requirement that the resident make payments to the plaintiff in the summary process action in such installments as the court may direct for the use and occupancy of the premises during the period of such stay at the rate for which such resident was most recently liable as rent or in such other amount as is reasonable and may, in addition, impose other reasonable terms and conditions on the stay. If there is a rental arrearage at the time of the entry of the order, the court shall order that it be paid out of the proceeds of the sale, except that the court, upon finding that the resident has the present ability to pay the arrearage, may require that all or part of such arrearage be paid as a condition of the stay.

(e) (1) If (A) a judgment for possession has been entered against the resident and all occupants of a mobile manufactured home pursuant to chapter 832 and this section; (B) no rent or other payment has been received for the use and occupancy of the lot upon which the mobile manufactured home is situated for at least four months; (C) at least sixty days have passed since the expiration of the last stay of execution pursuant to chapter 832 and this section; and (D) notwithstanding the provisions of [section 47a-42](#), the mobile manufactured home remains upon the lot, the owner of the mobile manufactured home park may initiate a petition to the Superior Court pursuant to this section. Such petition may be brought as a supplemental proceeding in the summary process action, in which case no additional entry fee shall be required.

(2) The petition shall allege the acts specified in subdivision (1) of this subsection and, in addition, shall allege supporting facts which demonstrate that the owner of the mobile manufactured home has failed or refused to make reasonable efforts to remove the home from the lot or to sell the home in place or that, in spite of reasonable efforts to locate the owner of the mobile manufactured home or such owner's representative, the owner of the mobile manufactured home park has been unable to locate such owner. Reasonable efforts to locate the owner of the mobile manufactured home shall include, but not be limited to, reasonable inquiry of relatives or associates of the owner of the home, if known to the owner of the park, and of other residents of the park.

(3) A copy of the petition and the notice of the hearing on the petition shall be given to the owner of the mobile manufactured home, the municipality and all lienholders who have recorded a lien against the mobile manufactured home or of whom the owner of the mobile manufactured home park has actual knowledge. Notice to the municipality and to lienholders shall be by certified mail. Notice to the owner of the mobile manufactured home shall be designed to maximize the likelihood that the owner will receive actual notice of the petition, without regard to whether the owner appeared in the summary process action. Such notice to the owner of the mobile manufactured home shall be conspicuously posted at the entrance to the mobile manufactured home and also sent by certified or registered mail, return receipt requested, to the owner of the mobile manufactured home and to the attorney, if any, who appeared for such owner in the summary process action. Notice to the owner of the mobile manufactured home shall be sent to such owner at the owner's last-known address and also to such owner in care of any other person reasonably believed to know the location of the owner. The court may require supplemental notice if it finds that additional notice is likely to result in actual notice to the owner of the mobile manufactured home.

(4) At the hearing on the petition, the court shall determine whether all the requirements of subdivisions (1), (2) and (3) of this subsection have been satisfied and, if they have, shall also determine whether the home has been abandoned. If such requirements have been satisfied and such home has been abandoned, the court shall order the owner of the mo-

mobile manufactured home park to conduct a public sale of the home. Nothing in this section shall preclude the court from deferring the entry of an order requiring sale and from issuing other appropriate orders, if the court finds that, within a reasonable period of time, the owner of the mobile manufactured home will remove the home from the lot or dispose of the home by sale or will make other appropriate arrangements with the park owner. The order directing sale shall require notice which includes a conspicuous statement that the sale will extinguish all previous ownership and lien rights. Notice shall be given by certified or registered mail, return receipt requested, to all persons entitled to notice of the petition. Notice shall also be posted conspicuously at the entrance of the home and shall be advertised at least three times in the real estate section of a daily paper with general circulation in the area where the park is situated. Any person, including a lienholder or the owner of the mobile manufactured home park, may bid at the sale. The proceeds of such sale shall be applied first to the costs of the sale and then to the payment of lienholders in the order of the priority of their liens. If proceeds remain thereafter they shall be paid over to the owner of the mobile manufactured home. Upon conclusion of the sale, the park owner shall file an affidavit with the court setting forth the nature of its compliance with the court's order of sale. The court, upon finding compliance with its order, shall issue a conveyance of title and release of liens, if any, to the purchaser for filing in the land records, which shall constitute good title to the home, and no execution shall issue on the original summary process action.

[FN1] C.G.S.A. § 47a-23 et seq.

§ 21-80a. Retaliatory action by owner prohibited. Actions deemed not retaliatory

(a) An owner shall not maintain an action or proceeding against a resident to recover possession of a dwelling unit or a mobile manufactured home space or lot, demand an increase in rent from the resident, or decrease the services to which the resident has been entitled within six months after: (1) The resident has in good faith attempted to remedy by any lawful means, including contacting officials of the state or of any town, city or borough or public agency or filing a complaint with a fair rent commission, any condition constituting a violation of any provision of this chapter or chapter 368o [FN1] or of any other state statute or regulation, or of the housing and health ordinances of the municipality wherein the premises which are the subject of the complaint lie; (2) any municipal agency or official has filed a notice, complaint or order regarding such a violation; (3) the resident has in good faith requested the owner to make repairs; (4) the resident has in good faith instituted an action under subsections (a) to (i), inclusive, of section 47a-14h; or (5) the resident has organized or become a member of a residents' association.

(b) Notwithstanding the provisions of subsection (a) of this section, if permitted by subdivision (1) of subsection (b) of section 21-80, the owner may maintain an action to recover possession of the premises if: (1) The resident is using the dwelling unit or the premises for an illegal purpose or for a purpose which is in violation of the rental agreement or for nonpayment of rent; (2) the condition complained of was caused by the wilful actions of the resident or another person in his household or a person on the premises with his consent; or (3) the owner seeks to recover possession pursuant to section 21-80 on the basis of a notice which was given to the resident before the resident's complaint.

(c) Notwithstanding the provisions of subsection (a) of this section, an owner may increase the rent of a resident if: (1) The condition complained of was caused by the lack of due care by the resident or another person in his household or a person on the premises with his consent; (2) the owner has become liable for a substantial increase in property taxes, or

a substantial increase in other maintenance or operating costs not associated with his complying with the complaint, not less than four months before the demand for an increase in rent, and the increase in rent does not exceed the prorated portion of the net increase in taxes or costs; or (3) the owner in good faith is increasing the rent in a manner permitted by [subdivision \(5\) of subsection \(b\) of section 21-80](#).

(d) Nothing in this section shall be construed to in any way limit the defense provided in [section 47a-33](#).

[FN1] C.G.S.A. § 19a-355 et seq.

§ 21-80b. Effect of notices

Nothing in subsection (f) of [section 21-70](#), [section 21-70a](#), subsection (a) of [section 21-80](#), [subdivision \(1\) of subsection \(b\) of section 21-80](#) and this section shall be construed to invalidate an otherwise effective notice or to validate an otherwise ineffective notice given or served pursuant to [section 21-70](#) or [21-80](#) prior to June 23, 1999.

§ 21-81. Repealed. (1977, P.A. 77-614, § 609, eff. Jan. 1, 1979.)

§ 21-82. Owner's responsibilities. Resident's responsibilities. Payment of rent. Terms and conditions of rental agreement. Remedy for unlawful entry. Mitigation of damages. Acceptance of overdue rent

(a) At all times during the tenancy the owner shall:

(1) Comply with the requirements of the State Building Code, [FN1] the Fire Safety Code, [FN2] and all applicable state laws and regulations, local ordinances and planning and zoning regulations materially affecting health and safety;

(2) Maintain the premises and regrade them when necessary to prevent the accumulation of stagnant water and to prevent the detrimental effects of moving water;

(3) Maintain the ground at such a level that the mobile manufactured home will not tilt from its original position;

(4) Keep each mobile manufactured home space or lot marked in such a way that each resident will be certain of his area of responsibility;

(5) Keep any exterior area of the park not the responsibility of each resident free from any species of weed or plant growth which are noxious or detrimental to the health of the residents;

(6) Make all repairs and do whatever is necessary to put and keep the portion of the mobile manufactured home park

that is not the responsibility of each resident in a fit and habitable condition, except where such premises are intentionally rendered unfit or uninhabitable by the resident, a member of his family or other person on the premises with his consent, in which case such duty shall be the responsibility of the resident;

(7) Keep all common areas of the premises in a clean and safe condition;

(8) Be responsible for the extermination of any insect, rodent, vermin or other pest dangerous to the health of the residents whenever infestation exists in the area of the park not the responsibility of the resident or in the area for which the resident is responsible including the mobile manufactured home if such infestation is not the fault of the resident and particularly if such infestation existed prior to the occupancy of the resident claiming relief;

(9) Maintain all mobile manufactured homes rented by the owner in a condition which is structurally sound and capable of withstanding adverse effects of weather conditions;

(10) Maintain all electrical, plumbing, gas or other utilities provided by him in good working condition except during any emergency after which any repair shall be completed within seventy-two hours unless good cause is shown as to why such repair has not been completed;

(11) Maintain all water and sewage lines and connections in good working order, and in the event of any emergency, make necessary arrangements for the provision of such service on a temporary basis;

(12) Arrange for the removal from waste receptacles of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit;

(13) Maintain any road within the park in good condition, provide adequate space for parking of two cars for each lot except that any park which provided only one space for each lot on January 1, 1985, and which provided only one space for each lot on October 1, 1972, shall be exempt from such requirement, and be responsible for damage to any vehicle which is the direct result of any unrepaired or poorly maintained access road within the park;

(14) Respect the privacy of the resident and if only the space or lot is rented, agree to enter the mobile manufactured home only with the permission of the resident;

(15) Allow all residents freedom of choice in the purchase of all services pursuant to [section 21-78](#);

(16) Allow a resident to terminate a rental agreement whenever a change in the location of such resident's employment requires a change in the location of his residence if such resident gives thirty days' notice; provided, a resident who is a member of the armed forces of the United States may terminate his rental agreement with less than notice of thirty days if he receives reassignment orders which do not allow such prior notification.

(b) At all times during the tenancy the resident shall:

(1) Comply with all obligations primarily imposed upon residents by applicable provisions of any building, housing or fire code materially affecting health and safety;

(2) Keep the unit and his area of responsibility as marked by the owner in a clean and sanitary condition, free of garbage and rubbish;

(3) Keep the supplied basic facilities including any plumbing fixture, cooking and refrigeration equipment and electrical fixtures in a rented mobile manufactured home unit in a clean and sanitary condition and exercise reasonable care in their proper use and operation;

(4) Dispose of any rubbish, garbage and other waste material in a clean and sanitary manner;

(5) Not wilfully or negligently destroy, deface, damage, impair or remove any part of the premises or permit any other person to do so;

(6) Observe all reasonable rules of the owner concerning the use, occupation and maintenance of the premises, provided such reasonable rules are brought to his attention at the time he signs a rental agreement;

(7) Unless otherwise agreed, occupy the dwelling unit only as a dwelling unit;

(8) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises or constitute a nuisance, as defined in [section 47a-32](#), or a serious nuisance, as defined in [section 21-80](#);

(9) If judgment has entered against a member of the resident's household pursuant to subsection (c) of [section 47a-26h](#) for serious nuisance by using the premises for the illegal sale of drugs, not permit such person to resume occupancy of the dwelling unit, except with the consent of the owner.

(c) Rent is payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, (1) rent is payable at the premises and (2) periodic rent is payable at the beginning of any term of one month or less and for terms of more than one month in equal monthly installments at the beginning of each month. In the absence of agreement, the resident shall pay the fair rental value for the use and occupancy of the premises.

(d) The terms for the payment of rent shall be clearly set forth and any charge for services, space or lot rent, unit rent or any other charge shall be specifically itemized in the rental agreement and in any billing to the resident by the own-

er. The total rent for the term of the rental agreement shall be stated therein.

(e) Reasonable rules for guest parking shall be clearly stated and unless violation thereof occurs, no fee shall be charged a resident or a guest.

(f) Any action on the part of the resident which may be grounds for eviction from the park or termination of the rental agreement shall be clearly and specifically stated therein.

(g) The right of the resident to sell his mobile manufactured home pursuant to [section 21-79](#) shall be clearly stated in the rental agreement.

(h) If the owner makes an entry prohibited by subdivision (14) of subsection (a) of this section, or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the resident, the resident may recover actual damages not less than an amount equal to one month's rent and reasonable attorney's fees. The resident may also obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement.

(i) If, during the term of a rental agreement, the resident removes his mobile manufactured home from a space or lot which he is renting, the owner shall make reasonable efforts to rent the space or lot at a fair rental in mitigation of damages. If the owner fails to use reasonable efforts to rent the space or lot at a fair rental, the rental agreement is deemed to be terminated by the owner as of the date the owner has notice of the abandonment.

(j) Acceptance of rent with the knowledge that such rent is overdue constitutes a waiver of the owner's right to terminate the rental agreement for the resident's failure to pay such rent when it was due.

[FN1] [Regs. Conn. State Agencies, § 29-252-1d.](#)

[FN2] [Regs. Conn. State Agencies, § 29-292-1e et seq.](#)

§ 21-83. Rental agreements: Permissible and prohibited provisions

(a) An owner and a resident may include in a rental agreement terms and conditions not prohibited by law, including rent, term of the agreement and other provisions governing the rights and obligations of the parties. No rental agreement shall contain the following:

(1) Any provision by which the resident agrees to waive or forfeit rights or remedies under this chapter and [sections 47a-21, 47a-23 to 47a-23b, inclusive, 47a-26 to 47a-26h, inclusive, 47a-35 to 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46](#), or under any section of the general statutes or any municipal ordinance, unless such section or ordinance expressly states that such rights may be waived;

- (2) Any provision which permits the owner to terminate the rental agreement for failure to pay rent unless such rent is unpaid when due and the resident fails to pay rent within nine days thereafter;
- (3) Any provision which permits the owner to collect a penalty fee for late payment of rent without allowing the resident a minimum of nine days beyond the due date in which to remit or which provides for the payment of rent in a reduced amount if such rent is paid prior to the expiration of such grace period;
- (4) Any provision which permits the owner to charge a penalty for late payment of rent in excess of five per cent of the total rent due for the mobile manufactured home space or lot or four per cent of the total rent due for the mobile manufactured home and mobile manufactured home space or lot;
- (5) Any provision which allows the owner to increase the total rent or change the payment arrangements during the term of the rental agreement;
- (6) Any provision allowing the owner to charge an amount in excess of one month's rent for a security deposit or to retain the security deposit upon termination of the rental agreement if the resident has paid his rent in full as of the date of termination and has caused no damage to the property of the owner or to waive the resident's right to the interest on the security deposit pursuant to [section 47a-21](#);
- (7) Any provision allowing the owner to charge an entrance fee to a resident assuming occupancy;
- (8) Any provision authorizing the owner to confess judgment on a claim arising out of the rental agreement;
- (9) Any provision which waives any cause of action against or indemnification from an owner, by a resident for any injury or harm caused to such resident, his family or his guests, or to his property, or the property of his family or his guests resulting from any negligence of the owner, his agents or his assigns in the maintenance of the premises or which otherwise agrees to the exculpation or limitation of any liability of the owner arising under law or to indemnify the owner for that liability or the costs connected therewith;
- (10) Any provision permitting the owner to dispossess the resident without resort to court order;
- (11) Any provision consenting to the distraint of the resident's property for rent;
- (12) Any provision agreeing to pay the owner's attorney's fees in excess of fifteen per cent of any judgment against the resident in any action in which money damages are awarded;
- (13) Any provision which denies to the resident the right to treat as a breach of the agreement, a continuing violation

by the owner, substantial in nature, of any provision set forth in the rental agreement or of any state statute unless the owner discontinues such violation within a reasonable time after written notice is given by the resident by registered or certified mail.

(b) A provision prohibited by this chapter included in a rental agreement is unenforceable.

§ 21-83a. Applicability of provisions re owners' and residents' responsibilities and rental agreements

The provisions of [sections 21-82](#), [21-83](#) and [21-83c](#) shall apply to all tenancies in mobile manufactured home parks.

§ 21-83b. Violation of provisions re rental agreements. Penalties

An owner who fails to comply with any rental agreement provision required by [section 21-82](#) or who requires a resident to comply with any provision prohibited by [section 21-83](#) shall be subject to the provisions of [section 21-71](#).

§ 21-83c. Rent not recoverable when owner fails to comply with statutory responsibilities

A rental agreement shall not permit the receipt of rent for any period during which the owner has failed to comply with the provisions of subdivisions (1) to (13), inclusive, of subsection (a) of [section 21-82](#), and such failure materially affects the health and safety of the residents or materially affects habitability.

§ 21-83d. Damage or destruction of unit or premises. Noncompliance by owner with rental agreement or statutory responsibilities. Resident's remedies

(a) If the dwelling unit or premises are damaged or destroyed by fire or other casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the resident, unless such damage or destruction is caused by the resident's negligence or wilful act, upon vacating the premises shall not be liable to pay rent for such period of time as such impairment continues. In such case, the resident shall immediately vacate the premises and notify the owner in writing within fourteen days thereafter of his intention to terminate the rental agreement, in which case the rental agreement shall terminate as of the date of vacating and the owner shall return all security and prepaid rent recoverable under [section 47a-21](#). Accounting for rent, in the event of termination or apportionment, shall be made as of the date of the fire or other casualty.

(b) If there is a material noncompliance by the owner with the rental agreement or a noncompliance with [section 21-82](#) which materially affects health and safety, the resident may deliver a written notice to the owner specifying the acts and omissions constituting the breach. If the breach is not remedied in twenty-one days, the rental agreement shall terminate nine days thereafter. If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six months of the first act of noncompliance, the resident may terminate the rent-

al agreement upon at least fourteen days written notice specifying (1) the date the breach complained of occurred and (2) the date the resident intends to terminate the rental agreement by vacating the premises, which date shall be within thirty days of such breach. The resident may not terminate the rental agreement under this subsection for a condition caused by the wilful or negligent act or omission of such resident, a member of his family, or other person on the premises with his consent.

(c) Nothing in this section shall in any way restrict the resident's use of other remedies available to him under this chapter or any other chapter of the general statutes.

§ 21-83e. Violation of provisions of chapter. Declaratory ruling. Unfair trade practice

(a) A resident who claims that an owner is violating any provision of this chapter, or an owner who claims that a resident is violating any provision of this chapter, may request a declaratory ruling from the Department of Consumer Protection.

(b) A violation of any of the provisions of this chapter shall be deemed an unfair or deceptive trade practice under chapter 735a. [FN1]

[FN1] C.G.S.A. § 42-110b et seq.

§ 21-84. Model rental agreement

The Commissioner of Consumer Protection may adopt regulations in accordance with the provisions of chapter 54 [FN1] providing for a model rental agreement. The use of any model rental agreement provided for by regulation shall not be required of any owner.

[FN1] C.G.S.A. § 4-166 et seq.

§ 21-84a. Mobile Manufactured Home Advisory Council

(a) There is established, within the Department of Consumer Protection, a Mobile Manufactured Home Advisory Council composed of fifteen members as follows: One member of the Connecticut Real Estate Commission, one employee of the Department of Economic and Community Development and one employee of the Connecticut Housing Finance Authority to be appointed by the Governor; an attorney-at-law specializing in mobile manufactured home matters to be appointed by the speaker of the House of Representatives; one town planner and one representative of the banking industry to be appointed by the Governor; three mobile manufactured home park owners, one to be appointed by the Governor, one to be appointed by the minority leader of the Senate and one to be appointed by the minority leader of the House of Representatives; a representative of the mobile manufactured home industry to be appointed by the majority leader of the House of Representatives; three mobile manufactured home park tenants or representatives

of such tenants, each from different geographic areas of the state, one to be appointed by the Governor, one to be appointed by the president pro tempore of the Senate and one to be appointed by the majority leader of the Senate; a senior citizen, who is either a resident of a mobile manufactured home park or a representative of other senior citizens who reside in mobile manufactured home parks, and a representative of the Housing Advisory Committee to be appointed by the Governor. The mobile manufactured home park owners and the representative of the Mobile Manufactured Home Industry shall be appointed from a list submitted to the appointing authorities by the Connecticut Manufactured Housing Association or its successor, if such organization or successor exists. The mobile manufactured home park tenants or tenant representatives and the senior citizen shall be appointed from a list submitted to the appointing authorities by the Connecticut Manufactured Home Owners Alliance or its successor, if such organization or successor exists. The Governor shall appoint a chairperson from among the members of the council. Members shall serve for a term coterminous with the term of the Governor or until their successors are appointed, whichever is later. Any vacancy shall be filled by the appointing authority for the position which has become vacant. Members of the council shall not be compensated for their services. Any council member who fails to attend three consecutive meetings or who fails to attend fifty per cent of all meetings held during any calendar year shall be deemed to have resigned from office.

(b) The advisory council shall: Monitor the implementation of statutes and regulations affecting mobile manufactured homes, promote mobile manufactured homes in the state, conduct a public education program to improve public perception and local acceptance of mobile manufactured homes and promote them as affordable, decent, safe and sanitary housing, and study additional issues related to mobile manufactured homes.

TERMINATION

<For termination of the Mobile Manufactured Home Advisory Council under the Connecticut Sunset Law, see [C.G.S.A. § 2c-2b](#).>

§ 21-84b. Notice to residents re environmental violations. Requirements of notice. Certification re notice

(a) The owner of a mobile manufactured home park, as defined in [section 21-64](#), shall notify all residents of such park of the violation or possible violation of a general statute or regulation under the jurisdiction of the Department of Environmental Protection if the Commissioner of Environmental Protection notifies, in writing, the owner of such mobile manufactured home park of the commissioner's determination that a violation or possible violation of any such general statute or regulation, other than a record-keeping or reporting violation, has occurred on the plot of ground where such mobile manufactured home park is located.

(b) Any notice provided by an owner of a mobile manufactured home park, in accordance with the provisions of subsection (a) of this section, shall be: (1) Provided to residents of such mobile manufactured home park not later than ten days after such owner receives written notice from the commissioner of an actual or possible violation; (2) sent to such residents utilizing a method that is reasonably calculated to apprise all residents of such mobile manufactured home park of such violation or possible violation; and (3) sufficient to reasonably inform such residents of the nature of the actual or possible violation.

(c) Not later than five days after such owner provides residents of such park with any notice required under subsection (a) of this section, such owner shall provide the commissioner with a written certification indicating that such notice has been provided to such residents. Such certification shall describe the method used by such owner to provide notice to residents.

(d) Upon providing an owner of a mobile manufactured home park with written notice of a violation or possible violation of a general statute or regulation under the jurisdiction of the Department of Environmental Protection, in accordance with subsection (a) of this section, the Commissioner of Environmental Protection shall also provide the Commissioner of Consumer Protection with a copy of such notice.

(e) Nothing in this section shall be construed to affect any other notice requirement, including, but not limited to, compliance with any other notice requirement, that the owner of a mobile manufactured home park may be required to provide such residents under any regulation or other provision of the general statutes.

END OF DOCUMENT