

You have a right to sell your manufactured home.

- ▶ Your landlord can NOT prohibit you from selling your manufactured home.
- ▶ Your landlord can NOT require you to move your home solely because you want to sell it.
- ▶ Your landlord can NOT exact a commission for the sale of your home (unless you and your landlord have a voluntary written agreement that s/he shall act as your agent in the sale, and the landlord is licensed if licensure is required by law). I.C. § 55-2009(2).
- ▶ Your landlord has the right to accept or reject the buyer as a new tenant and to require the buyer to sign a lease before the sale if the buyer is accepted as a tenant.
- ▶ The landlord shall approve or disapprove of the transfer, assignment, or subletting of the manufactured home space on the same basis that the landlord approves or disapproves of any new tenant. Notice of approval or disapproval shall be given in writing within five working days of receiving a written application.
- ▶ No manufactured home shall be removed from any community until the rental payments (and all other charges specified in the rental agreement) including the month when the home is moved, are paid (or the provisions of **Idaho Code Section 55-2009A** have been complied with and the landlord has been fully notified of the date and time of removal).

You must give proper notice when you want to move.

- ▶ Generally, you must give **30 days' written notice** of your intention not to renew your rental agreement. For example, if you have a six-month lease, you must give your landlord notice 30 days before the end of the six months term.
- ▶ If you have to move for **employment reasons**, you may give **30 days' written notice** that you intend to move, regardless of when the lease ends.
- ▶ **If you receive reassignment orders from the Armed Forces, reserves or national guard**, and if it is impossible for you to give 30 days' notice, you may give less than 30 days' notice.

You have a right to be properly notified if your landlord wants you to move.

- ▶ Your landlord **must** give you **90 days' written notice of his/her intention not to renew your rental agreement**.
For example, if you have a six-month rental agreement, your landlord would have to give you a written notice to vacate 90 days prior to the expiration of the rental agreement.
- ▶ If the community property is being closed by the government or the landlord and the property will no longer be used as a manufactured home community, s/he must give you **180 days' written notice**. I.C. § 55-2010(c). Landlord may not raise rent in this period.
- ▶ Assuming that the landlord gave you proper notice, if you have not moved prior to the expiration of the notice period, your landlord may bring a lawsuit against you asking the Court to order you to leave. However, you will be given a hearing in Court as part of this lawsuit.

If your landlord wants to evict you, s/he must give you proper notice and an opportunity to correct any lease violation.

Your landlord may evict you if you do not pay rent or fees but only if:

- 1. Your landlord gives you written notice allowing you three days to pay AND
 - 2. You fail to pay within the three days AND
 - 3. You are also given a 20 day written notice to vacate.
- ▶ If the home is abandoned or the resident becomes more than 60 days behind on rent, the landlord may begin the process of selling the home. See I.C. 55-2009A-F for details.

Your landlord may evict you for substantial or repeated violations of the your rental agreement or the written community rules but only if:

- 1. Your landlord gives you a written notice that you have three days to comply with the rule that you have allegedly broken AND
 - 2. You do not comply with the rule within three days AND
 - 3. You are then given a 20 day written notice to vacate.
- ▶ If you are accused of a **periodic rule violation** (rather than a **continuous** rule violation), the first (three day) notice must inform you that your *next* violation may result in an eviction.

If you feel you are being improperly evicted, it is very important that you contact a lawyer. It is best to see the lawyer *before* the eviction notice period expires.

Your landlord may not evict you just because you exercise your rights.

- You can NOT be evicted because you:
- ▶ **Reported health or safety violations** to the landlord.
 - ▶ **Complained in good faith to the government about a violation of a building, safety or health code** or manufactured home community regulation.
 - ▶ Complained to your landlord about the **maintenance or conditions** of the community, the rent charged or community rules.
 - ▶ Joined, organized, or served as an official in a community **residents' association** to further your and other residents' mutual interests and/or conduct other business or programs that the association determines. (But you must notify the landlord that you have formed a residents' association).
 - ▶ **Formed an organization to purchase a community**. You must notify the landlord in writing of your interest and desire to be notified if the owner or agent enters into a listing agreement with a licensed real estate broker to sell all or part of the community. See I.C. 55-2012A for detailed requirements.
 - ▶ **Hired an attorney** or an agent to represent your interests.
- #### If you exercise any of these rights, your landlord can NOT retaliate by:
- ▶ Terminating your tenancy.
 - ▶ Refusing to renew your rental agreement.
 - ▶ Refusing to provide you services that are normally provided.
 - ▶ Threatening to sue you and evict you.

Before you sign a lease, you have a right to a written statement describing the manufactured home community.

The landlord and resident have a duty to act in good faith when exercising rights and remedies under this statute. I.C. 55-2002. The landlord should give the resident a **written statement** stating the name, address, phone number of the owner or manager of the manufactured home community.

The written statement must also describe the:

- Types of homes allowed in the community
- Boundaries of the tenant’s space
- Utilities and services included in the rent
- Utilities and services available in the community
- Zoning under which the community operates and the governmental entity that has zoning jurisdiction
- Date and amount of the most recent rent increase.**

Before you move in, you have a right to a written lease

Before you move into a manufactured home, your landlord must give you a **written lease** signed by both you and the landlord.

The signed, written lease **must** contain:

- Terms for payment of rent and other charges (time and place for payment)
- Itemized list of other non-monthly charges to be paid
- Description of any utilities and services included in the rent payment
- Community rules
- Names and addresses of the manager and the owner of the community (or an agent)
- Terms of any security deposit. I.C. § 55-2007(a)-(e).

Also, a written lease **must NOT** contain:

- Any agreements by the resident to waive rights given by the *Manufactured Home Residency Act*.
- Any provision that unreasonably restricts access to the manufactured home by guests of the manufactured home resident.
- Any “exit fee” or “entrance fee”

You have rights regarding changes and enforcement of rules of the manufactured home community.

- Community rules are enforceable **only if** they are in the **written lease** signed by **you**.
- If the landlord wants to amend your lease (i.e., change the rules in your rental agreement), landlord must give you 90 days’ written notice. I.C. § 55-2006(3).
- Your lease agreement may be changed no more than once in a six-month period.
- Manufactured home community rules must be **fairly and uniformly** enforced. The landlord cannot enforce a rule against you but let others break the same rule.

You have rights regarding rent increases.

- Your landlord cannot raise rent during your lease term. I.C. § 55-2006(1). The landlord **must** give you **90 days’ written notice** before any rent increase. The notice must be personally delivered or sent by certified mail or first class mail. I.C. § 55-2006(1).
- The rent increase must be the **same for the entire manufactured home community**. When rents within a community are set according to space/home size, amenities, location, etc., the rent increases must be uniform among all homes in the same rent tier.
- Your landlord **may** give you **30 days’** written notice for increases in your share of these types of fees, **if, and only if**, increases in your share of those property taxes, utilities, or

other charges are provided for in your written lease or rental agreement.

Idaho Legal Aid Services

Local Offices

Boise
1447 S. Tyrell Lane

Nampa
212 12th Ave Road

Coeur d’Alene
610 W Hubbard, Suite 219

Idaho Falls
482 Constitution Way, # 101

Lewiston
2230 3rd Ave North

Pocatello
109 N. Arthur Ave., Suite 302

Twin Falls
496 Shoup Ave West, Suite G

Statewide Telephone Number
208-746-7541

For TRS Dial 7-1-1

Idaho Rental Assistance & Properties:

1-877-428-8844
www.housingidaho.com

Looking for more information?

Visit www.idaholegalaid.org to find more free forms and information for renters.
Find the Idaho Attorney General’s manual, **Landlord and Tenant Guidelines**, at <http://www.ag.idaho.gov>

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Advice for Idahoans:

Manufactured Homeowners

If you rent a manufactured home space, Idaho’s *Manufactured Home Residency Act* probably applies to you. This law applies to all residents who rent manufactured home spaces (unless they rent both the space *and* the home from the same landlord).

Idaho’s *Manufactured Home Residency Act* is found at **Idaho Code Sections 55-2001 through 55-2019.**

Read this handout to understand:

What do Idaho laws say about my rights as a manufactured home resident who rents a space in a manufactured home community?

What are landlords’ and residents’ duties regarding rent increases, rules, and evictions?

The advice in this handout is very general and there might be special factors in your case. If you have legal questions, contact an attorney. If you cannot afford an attorney, contact the Idaho Legal Aid Services office nearest you using one of the phone numbers on the back of this handout. Also, visit us on the web at:

www.idaholegalaid.org