

Office of the Manufactured Housing Ombudsperson (“MHO”)

Frequently Asked Questions

DISCLAIMER: The information in this FAQ is general information only. It is not intended to be legal advice. Additionally, this information is a summary of some of the laws and regulations governing manufactured home lot leases. It is intended for general guidance only. As such, this FAQ should not be considered an authoritative or complete statement of the law.

Manufactured Housing and Lease Terminations

1. Is it true that manufactured home lot leases are “perpetual” leases?
 - a. No. Manufactured home lot leases exist for a particular length of time, called a “term” or “duration.” Manufactured home lot leases often have a one-year term. Longer or shorter leases are possible if the parties agree to them in writing.
2. Does that mean that a home owner can be kicked out when the lease ends?
 - a. No. Ordinary residential leases (e.g., for an apartment) can be terminated by either party if they give adequate notice prior to the end of a term. Lot leases are different. The community owner is required to renew the lease upon its expiration unless:
 - i. the home owner provides notice to the community owner stating that the home owner intends not to renew the lease (60 day notice required) or
 - ii. the community owner notifies the tenant that the community owner has “due cause” (discussed below) to terminate the lease (90 day notice required).
3. Can the community owner change the lease when it renews?
 - a. No, except for the amount of rent. All other provisions of the lease, including the duration of the lease, must be kept the same unless both sides agree to the change.
4. When can a home owner terminate the lease?
 - a. At the end of the term of the lease, by giving 60-days’ notice to the community owner.
 - b. When the home owner sells the manufactured home, the lease terminates automatically once the buyer enters into a new rental agreement with the community owner. If the seller chooses to transfer the existing lease to the buyer, the lease does not terminate (because it has been transferred), but the seller’s obligations under the lease are terminated once the transfer is completed.
 - c. During the first month of occupancy, if the community owner is not substantially complying with provisions of the rental agreement or is not complying with the laws governing manufactured home communities.
 - d. At any time, if there is a condition that deprives the home owner of a substantial part of the benefit and enjoyment that the rental agreement entitles them to, if the condition is NOT caused by the home owner or the home owner’s guests AND

- i. The community owner does not fix the condition within 15 days of when the home owner mails written notice to the community owner or
 - ii. The condition makes the premises uninhabitable or poses an imminent risk to the home owner's health, safety, or welfare.
 - e. Within the first 18 months of occupancy, if the community owner intentionally misrepresented a material fact about the community, the services therein, or the provisions of the rental agreement if:
 - i. The community owner did so for the purpose of getting the home owner to enter into the rental agreement AND
 - ii. The home owner relied on the misrepresentation.
5. What is "due cause" that allows a community owner to not renew or to terminate a lease?
 - a. Due Cause is one of two things:
 - i. A change in land use, meaning that the community owner is going to use the land as something other than a manufactured home park where it leases lots. A community owner must give at least a 1-year notice to home owners in order to change the land use. There are specific procedures that must be followed, and home owners can receive payments to help with cost of moving their homes
 - ii. The home owner failing to comply with the lease. Depending on the nature of the noncompliance, the community owner may be able to terminate the lease immediately or may only be able to do so if there is additional noncompliance. In order to do this, there are specific notices that the community owner must send. Be sure to read the lease, any additional rules, and the relevant section of the Delaware Code carefully.
6. My community owner sent me a notice stating that I violated the lease and my lease is now terminated. Does that mean I have to leave?
 - a. No. Only a court can order you to return possession of the lot to the community owner. The community owner cannot use "self help" (e.g., placing locks on the doors, putting a locked chain across your driveway, etc.) to make you leave.
7. The notice my community owner sent me says that I will be considered a "holdover" tenant if I do not leave by a certain date and that I will have to pay double rent if I do not leave. Is that true?
 - a. Not exactly. The court may require you to pay double rent from the date of lease termination *if the court finds that you held over in bad faith*. If the court finds that the holdover is in good faith, you are only liable for regular rent.
8. My community owner has filed a case in court against me. I have received the notice of the trial date. Do I have to go to court?
 - a. YES. To clarify, no one is going to put you in handcuffs and take you to jail if you do not go to your eviction trial. That said, if the community owner shows up and you do not, you are probably going to lose.
9. Do I need an attorney if I go to court?
 - a. You are allowed to go to court and argue your case without an attorney, but it can be very, very helpful to have an attorney. The Justice of the Peace Court has a

special rule that allows corporations and similar entities to be represented by someone other than an attorney if they fill out the appropriate paperwork.

10. I can't afford an attorney. What should I do?

- a. Homeowners can try contacting Legal Services Corporation of Delaware (www.lscd.com) or Community Legal Aid Society, Inc. at (www.declasi.org). They might be able to help.

11. I own my home. If I get evicted, does that mean I lose my home?

- a. No. You own your home. You are being evicted from the lot. You have every right to take your home with you. Whether it is practical to do so may be a different question.