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# Manufactured Home Protections

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## When do Manufactured Home Protections Apply?

People who live in manufactured homes may own the home or may rent the home. They may also own or rent the plot of land on which the home sits. If they rent the manufactured home, the land it's on, or both, those rental agreements are protected by standard landlord-tenant laws and rules mentioned elsewhere on this website.

Wisconsin also has two sets of manufactured home protections; one set is in Wisconsin statute and the other is in the Administrative Code. The statute protects two types of rental agreements: the rental agreement for the manufactured home itself and also the rental agreement for the plot of land on which the home sits. The Code only protects the rental agreement for the plot of land, but does not cover the rental agreement for the manufactured home itself.

These differences are captured on the chart below, which comes from the Wisconsin State Bar's *Landlord & Tenant Manual*:

## Applicable State Statutes and Regulations Regarding Mobile Homes to Wisconsin

	<b>Wisconsin Statutes</b>	<b>Wisconsin Administrative Code</b>
<b>Rent mobile home, and lot</b>	Wis Stat. ch 704, § 710.15	Wis. Admin Code ch. ATCP 134

<b>Own mobile home, rent lot</b>	Wis Stat. ch 704, § 710.15	Wis. Admin Code ch. ATCP 125, 134
<b>Rent to own</b>	Depends on contract	Depends on contract

A manufactured home park must also be a certain size before the statute or Code applies. The statute only applies to parks with three or more plots of land available, while the Code only applies to parks with two or more lots offered for rent.

What are Manufactured Home Protections?

**The following are some of your rights renting in a manufactured home community, whether you are renting the manufactured home, the lot, or both:**

- Rental agreements/leases for rental of manufactured home sites must be in writing.
- The lease must clearly state the rules of the community, the terms of the agreement (e.g. rent, utility fees), and if there's an emergency shelter in the community.
- Every lease must be for a term of at least one year, unless the resident asks for a shorter lease in writing, and the community owner agrees to that amount of time. The Renter does NOT have to agree to rent for a shorter term, and it is illegal for the Operator to pressure or require the Renter to do so.
- Unlike a lease in an apartment building or house, the manufactured home lease can only be terminated or non-renewed for certain reasons that are listed in the law. These include only the following:
  - Making significant lies in the application for tenancy
  - Refusing to sign a lease
  - Breaching the lease
  - Not paying rent or other charges
  - Vandalism of the property
  - Immediate threat of serious physical harm
  - Disrupting others' peaceful enjoyment and use of the premises
  - The community owner wants to close the community permanently

- Building or health authorities need tenants to leave the community so the community owner can make certain repairs
- The manufactured home is in such a bad state that it's a threat to the health or safety of the tenants, or just looks so bad that it disrupts others' peaceful enjoyment and use of the community
- Breaking community rules in a way that puts others at risk or disrupts their peaceful enjoyment of the premises, as long as the tenant has gotten written notice to stop the violation but hasn't
- Breaking federal, state, or local laws relating to manufactured homes, as long as the tenant has gotten written notice to stop the violation but hasn't
- Other "good cause"

**The following are some of your rights if you own your own manufactured home and are renting only the lot it sits on:**

- If you decide to buy a manufactured home from the same people that run the manufactured home community, the community owner must show you the terms of the lot lease before you sign the contract to purchase the manufactured home. If you are buying the home from the Park Operator and don't want to buy the home and live there once you see what the lot lease says, you do not have to buy the home, even if you signed a contract to do so.
- Major rental terms, like rent increases or rules about how many guests you can have or if you can have pets, cannot be changed in the middle of the rental agreement.
- Major rental term changes can be made at the time the rental agreement is renewed, as long as the community owner tells you in writing at least 28 days before the changes happen. If the tenants or any group of tenants want to talk with the Operator before the new rules go into effect, the Operator is required to meet and discuss the changes and tenants' concerns.
- The community owner can't stop you from selling your manufactured home, and they can't make it move or leave the community just because it has new owners. Note that the community owner does have certain rights to screen the buyer of your home, in the same manner they would screen any new tenant.
- The community owner can't charge extra fees for you to move your home into or out of the community. They can charge for what it actually costs them to move the home, install or remove it from the site, and connect or disconnect

utility services. However, you can always make your own choice about which company moves your home in or out of the community, or connected utilities. You can not be forced to hire the Operator to do these tasks.

- If the community owner provides utilities through their own facilities, such as a community's own septic system, the fees you are charged for use of those utilities should be similar to what you would be charged by a public utility.

Remember that the protections above are in addition to the "regular" landlord-tenant protections in Wisconsin. If you own your own manufactured home, the standard landlord-tenant protections apply only to your lease of the lot. If you are renting both the manufactured home and the lot, the standard landlord-tenant protections apply to both.

### Enforcing Your Rights

If the owner violates the above statute or rule and you cannot work it out with them, you can sue in small claims court. If there's a violation of Wisconsin Statute § 710.15, and you lose money because of that violation, then you can sue in small claims (or possibly large claims) court for the amount of money that you lost, plus [court costs](#). If there's a violation of Wisconsin Administrative Code Chapter ATCP 125, and you lose money because of that violation, then you can sue in small claims (or large claims) court for two times the amount of money that you lost, plus court costs and actual reasonable attorneys fees.

### Notice and Eviction

The notice requirements and eviction process are generally the same for manufactured homes and communities as they are for "regular" tenancies. Just like with rental properties outside of manufactured home communities, the community or manufactured home owner must give you different notices to end your tenancy based on how long your lease is and why they are ending it, such as for not paying rent or another reason. See this article(s) for more information on [notice requirements](#) and the [Wisconsin eviction process](#).

### Special Rule in Evictions in Manufactured Home Parks

If you are evicted from a Manufactured Home community, you either need to sell your home or move it. If you sell or move it you need to do so within the time period requirements in the eviction action, unless the Park Operator enters into some sort of agreement to give you more time. If you fail to do so, the Operator is allowed to get rid of the home and pay you nothing for it or sell it on their own terms.

However, the Operator is required by law to give the renter written notice of their intent to do so. This gives the renter some limited amount of time to take steps to keep this from happening.

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