

Winter 1975

## Mobile Home Park Practices: The Legal Relationship between Mobile Home Park Owners and Tenants Who Own Mobile Homes

Robert S. Hightower

Follow this and additional works at: <https://ir.law.fsu.edu/lr>



Part of the [Land Use Law Commons](#), and the [State and Local Government Law Commons](#)

---

### Recommended Citation

Robert S. Hightower, *Mobile Home Park Practices: The Legal Relationship between Mobile Home Park Owners and Tenants Who Own Mobile Homes*, 3 Fla. St. U. L. Rev. 103 (1975) .  
<https://ir.law.fsu.edu/lr/vol3/iss1/9>

This Note is brought to you for free and open access by Scholarship Repository. It has been accepted for inclusion in Florida State University Law Review by an authorized editor of Scholarship Repository. For more information, please contact [efarrell@law.fsu.edu](mailto:efarrell@law.fsu.edu).

## NOTE

### MOBILE HOME PARK PRACTICES: THE LEGAL RELATIONSHIP BETWEEN MOBILE HOME PARK OWNERS AND TENANTS WHO OWN MOBILE HOMES

In recent years the mobile home has become an important element in the housing market.<sup>1</sup> Demand for mobile homes has steadily increased. In 1972, 45 percent of all new single-unit homes sold at any price and 98 percent of all homes sold under \$15,000 were mobile homes.<sup>2</sup> While demand for mobile homes has grown rapidly throughout the nation, reliance on mobile homes as an inexpensive and durable form of housing has been especially prevalent in Florida.<sup>3</sup> In 1970, Florida had approximately 172,100 mobile homes, which represented six and nine-tenths percent of all year-round housing units in the state.<sup>4</sup> The number of mobile homes in Florida is now well over 500,000.<sup>5</sup>

Most mobile homes are located in mobile home parks.<sup>6</sup> This occurs primarily because of the high cost of owning land and because zoning ordinances frequently restrict placement of mobile homes.<sup>7</sup> When discussing mobile home parks a distinction must be drawn between (1) the mobile home park which provides both the mobile

---

1. See M. DRURY, *MOBILE HOMES: THE UNRECOGNIZED REVOLUTION IN AMERICAN HOUSING* 3-7 (rev. ed. 1972).

2. GOVERNOR'S TASK FORCE ON MOBILE HOMES, FLA. DEP'T OF COMMUNITY AFFAIRS, REPORT OF GOVERNOR'S TASK FORCE ON MOBILE HOMES 1 (1974) [hereinafter cited as TASK FORCE REPORT]. By comparison, mobile homes comprised only about nine percent of all single-unit housing starts in 1960. BUSINESS AND DEFENSE SERVICES ADMINISTRATION, U.S. DEP'T OF COMMERCE, CONSTRUCTION REVIEW, September, 1973, at 4 [hereinafter cited as CONSTRUCTION REVIEW]. *But see* FORBES, Nov. 1, 1974, at 24, which indicates that the mobile home industry, like the rest of the housing industry, is in trouble.

3. See 1 GOVERNOR'S TASK FORCE ON HOUSING AND COMMUNITY DEVELOPMENT, FLA. OFFICE OF THE GOVERNOR AND DEP'T OF COMMUNITY AFFAIRS, HOUSING IN FLORIDA 151 [hereinafter cited as HOUSING IN FLORIDA]. See also CONSTRUCTION REVIEW 7-9; TASK FORCE REPORT 1-5. Perhaps the single most important reason for Florida's heavy reliance on mobile homes is its large number of senior citizens and their need for reasonably priced housing. Cf. 3 HOUSING IN FLORIDA 8-15. Fully 77% of all Florida mobile home residents are retired. 1 HOUSING IN FLORIDA 151.

4. 1 HOUSING IN FLORIDA 151; CONSTRUCTION REVIEW 9. In 1970, Florida was second only to California, which had a total of 197,358 mobile homes. *Id.*

5. TASK FORCE REPORT 2.

6. See Note, *The Community and the Park Owner Versus the Mobile Home Park Resident: Reforming the Landlord-Tenant Relationship*, 52 B.U.L. REV. 810, 812 (1972), indicating that about one-half of all mobile homes are placed in mobile home parks. In Florida the figure appears to be somewhat higher. See 1 HOUSING IN FLORIDA 151.

7. See COUNCIL ON COMMUNITY AFFAIRS, FLA. DEPT. OF COMMUNITY AFFAIRS, REPORT OF HEARINGS ON MOBILE HOME PARK OPERATIONS IN FLORIDA 3-4 (1970) [hereinafter cited as FLORIDA REPORT].

home and the park space for the tenant (pure tenant), and (2) the park which rents space to a tenant who owns his own mobile home (owner-tenant). This note will focus on the landlord-tenant relationship existing in the latter situation.

In many areas there is a high demand for mobile home park space.<sup>8</sup> Frequently the supply of such space does not keep pace with demand.<sup>9</sup> As a result, a seller's market is created which puts mobile home park owners in an unequal bargaining position and, in some cases, leads to abuses.<sup>10</sup> The park owner's unequal bargaining power prompted the 1972 Florida Legislature to enact legislation, currently codified as section 83.69, Florida Statutes, which removed mobile home park tenancies from the confines of traditional landlord-tenant law.<sup>11</sup> In two recent cases, *Palm Beach Mobile Homes, Inc. v. Strong*<sup>12</sup> and *Stewart v. Green*,<sup>13</sup> the Florida Supreme Court upheld this legislation and afforded it an expansive interpretation, recognizing that the rental of

8. See *id.* at 4; TASK FORCE REPORT 77.

9. N.Y. Times, Oct. 19, 1972, § 2, at 94, col. 1.

10. See Note, *supra* note 6, at 812-13; OFFICE OF LEGISLATIVE RESEARCH, CONN. GENERAL ASSEMBLY, REPORT ON MOBILE HOME PARKS IN CONNECTICUT 4 (1973) [hereinafter cited as CONNECTICUT REPORT]; FLORIDA REPORT 5-9.

11. Fla. Laws 1972, ch. 72-28, § 1 (§ 83.271). This law has been amended and is now FLA. STAT. § 83.69 (1973), which provides in pertinent part:

83.69 Mobile home parks; eviction, grounds, proceedings.—

(1) A mobile home park owner or operator may not evict a mobile home or a mobile home dweller other than for the following reasons:

(a) Nonpayment of rent.

(b) Conviction of a violation of some federal or state law or local ordinance, which [violation] may be deemed detrimental to the health, safety, [or] welfare of other dwellers in the mobile home park.

(c) Violation of any reasonable rule or regulation established by the park owner or operator, provided the mobile home owner received written notice of the grounds upon which he is to be evicted at least thirty days prior to the date he is required to vacate. A copy of all rules and regulations shall be delivered by the park owner or operator to the mobile home owner prior to his signing the lease or entering into a rental agreement. A copy of the rules and regulations shall also be posted in the recreation hall, if any, or some other conspicuous place in the park. A mobile home park rule or regulation shall be presumed to be reasonable if it is similar to rules and regulations customarily established in other mobile home parks located in this state or if the rule or regulation is not immoderate or excessive.

(d) Change in use of land comprising the mobile home park or a portion thereof on which a mobile home to be evicted is located from mobile home lot rentals to some other use, provided all tenants affected are given at least ninety days' notice, or longer if provided for in a valid lease, of the projected change of use and of their need to secure other accommodations.

It should be noted that the statute makes no distinction between "owner-tenants" and "pure tenants."

12. 300 So. 2d 881 (Fla. 1974).

13. 300 So. 2d 889 (Fla. 1974).

mobile home park space to a mobile home owner-tenant is sufficiently different from the usual landlord-tenant relationship to allow the legislature to surround the owner-tenant with special protections. It can be anticipated that a separate body of landlord-tenant law will develop around these cases and section 83.69. This note will (1) briefly discuss the main factor which has given many mobile home park owners unequal bargaining power—local zoning restrictions, (2) examine the problems peculiar to the rental of park space to owner-tenants that led the legislature and the supreme court to the conclusion that such rental relationships must be afforded special treatment, and (3) analyze the *Strong* and *Stewart* decisions in an attempt to locate some guideposts for this new area of landlord-tenant law.

### I. ZONING ORDINANCES WHICH RESTRICT PLACEMENT OF MOBILE HOMES

While mobile homes are perhaps the most reasonably priced housing in the current market,<sup>14</sup> they have yet to escape their stereotype of slums on wheels<sup>15</sup> and they are frequently criticized for their

---

14. The chief explanation for the success of the mobile home lies in the failure of the conventional housing industry to adequately fulfill the need for reasonably priced housing. See 1 HOUSING IN FLORIDA 145.

Mobile homes can be produced at costs considerably below the cost of conventional housing. While a house constructed using traditional methods costs about \$17.20 per square foot in Florida, a mobile home costs about \$9.00 per square foot. *Id.* at 155. This cost savings results primarily from economies of scale generated by assembly line construction of mobile homes. See M. DRURY, *MOBILE HOMES: THE UNRECOGNIZED REVOLUTION IN AMERICAN HOUSING* 104 (rev. ed. 1972). The assembly line also enables mobile home manufacturers to employ semi-skilled or unskilled workers to perform routine tasks, avoiding the inefficient use of highly skilled persons in traditional on-site home construction. *Id.* at 106. Additionally, the mobile home is priced without realty, and does not enjoy the general appreciation in value taken for granted in conventional construction. *Id.* at 145. These factors tend to reduce the final cost to the mobile home purchaser.

15. One of the prime reasons given for this anti-mobile home sentiment is that communities fear mobile home residents will not contribute their fair share of taxes to pay for local governmental services. It is generally argued that the tax revenue generated by mobile homes and their parks is significantly less than the costs the mobile home dwellers impose on the community in terms of educational facilities, police and fire protection, and water and sewer lines. See Moore, *The Mobile Home and the Law*, 6 AKRON L. REV. 1, 3-4 (1973). Communities also argue that mobile homes will have a detrimental effect upon the aesthetics of the community and, as a result, that property values will decline. See 2 R. ANDERSON, *AMERICAN LAW OF ZONING* 361 (1968). Finally, some anti-mobile home sentiment is due to the low status generally accorded to trailers and "trailer people" in years past. See *id.*; Kneeland, *From "Tin Cans on Wheels" to the "Mobile Home,"* N.Y. Times, May 9, 1971, § 6 (Magazine), at 18, col. 1. Kneeland gives the following picture of the trailer stereotype:

For decades mobile homes have been the ugly ducklings of American housing. Consigned to sooty industrial zones. Relegated to sites beside the roar of free-ways. Pushed into bleak, unincorporated fields outside the city limits. Beautify

poor fire and wind safety records.<sup>16</sup> In an attempt to remedy some of these problems and to make the mobile home a more acceptable form of housing, the industry has developed a mobile home construction code—ANSI Standard A119.1.<sup>17</sup> Many states, Florida included,

---

America? Put fences around the junkyards and trailer courts. Now some of the ugly ducklings are emerging as swans, but the eye of the beholder is reluctant. Old images die hard.

Mobile homes. Trailers. Taking root like crab grass around military bases, construction sites, college campuses. Instant slums. Sardine cans packed with transient souls. Even portable warehouses, quick to slip across county lines at the threat of a hostile sheriff.

*Id.* at 18, col. 3.

16. See Frey & Knop, *The Imperative Need For Uniform Mobile Home Safety Standards*, 30 WASH & LEE L. REV. 459, 460-62 (1973) [hereinafter cited as Frey]; Tryon, *Mobile Homes and Fire Safety*, FIRE COMMAND, Oct. 1973, at 15-17.

17. AMERICAN NATIONAL STANDARDS INSTITUTE, STANDARD FOR MOBILE HOMES A119.1 (1972) [hereinafter cited as ANSI STANDARD A119.1]. The standard was developed by the Institute's Standards Committee on Mobile Homes and Travel Trailers which was sponsored by the Mobile Home Manufacturers Association, the National Fire Protection Association, and the Trailer Coach Association.

Although principally an attempt to increase acceptability of mobile homes, there were several other reasons for the development of a uniform construction code. First, mobile homes delivered to a homesite are usually completely constructed and require only several hook-ups. If local building codes were to be applied, an inspector would have to disassemble part of the home in order to insure that it met local standards. See Frey at 471-75. A uniform statewide standard for mobile home construction relieves the local inspector of this burden, and places upon the state the responsibility of inspecting mobile homes during their construction. See note 20 *infra*.

Mobile home manufacturers also sought statewide mobile home construction codes to avoid the burden of conforming to different standards in each community. Frey at 466. Clearly a manufacturer cannot know, much less comply with, the different standards of the various communities in which his homes will be placed; the final location of a mobile home is usually unknown. Under uniform standards, local jurisdictions are often precluded from applying their building codes to mobile homes. See, e.g., ARIZ. REV. STAT. § 44-1710 (1972); CAL. HEALTH AND SAFETY CODE § 18020 (West Supp. 1974). Although this is the accepted practice in Florida, the statute providing for adoption of uniform standards for mobile homes does not expressly require such a result. See FLA. STAT. §§ 320.821-8325 (1973), as amended, Fla. Laws 1974, ch. 74-9, -99, -169. Such statewide uniform standards were a boon for mobile home manufacturers. Under such standards, they could produce mobile homes on assembly lines, sell and setup homes in every town where property and proper zoning were available, and have no worry about violating local construction codes.

Finally, many states adopting the uniform standard included a provision for reciprocity with other states having similar standards for mobile homes. See, e.g., Fla. Laws 1974, ch. 74-169, § 8 (§ 320.830). Under such a provision, if the mobile home construction standards of Georgia, for example, were found to be the same or greater than those of Florida, then all mobile homes accepted as meeting the standard in Georgia would be accepted in Florida. Reciprocity provisions thus enable manufacturers to avoid the cost of duplicate inspections. Cf. Frey at 474.

For a detailed discussion of the ANSI Standard A119.1 and its application to state mobile home construction programs, see *id.* at 469-75.

have adopted this or a similar code as the minimum acceptable standard for any mobile home manufactured or sold in the state.<sup>18</sup> Although the ANSI Standard A119.1 has had the general effect of improving the quality of mobile home construction,<sup>19</sup> enforcement of the standard has been far from adequate.<sup>20</sup>

---

18. ALA. CODE tit. 25, §§ 124-36 (Supp. 1973); ALASKA STAT. §§ 45.30.010-.050 (Supp. 1974); ARIZ. REV. STAT. ANN. §§ 44-1701 to -1714 (Supp. 1974); ARK. STAT. ANN. § 82-3001 to -3014 (Supp. 1973); CAL. HEALTH & SAFETY CODE §§ 18055-063 (West Supp. 1974); CONN. GEN. STAT. ANN. §§ 19-395 to -403 (1958), *as amended*, (Supp. 1974); FLA. STAT. §§ 320.821-.8325 (1973), *as amended*, Fla. Laws 1974, ch. 74-169; GA. CODE ANN. §§ 84-4801 to -4812 (Supp. 1973), *as amended*, Ga. Laws 1974, ch. 762; IDAHO CODE §§ 39-4001 to -4010 (Supp. 1974); ILL. ANN. STAT. ch. 67½, §§ 501-14 (Smith-Hurd Supp. 1974); IND. STAT. ANN. §§ 9-8-1.5-1 to -8 (Burns 1973); KAN. STAT. ANN. §§ 75-1211 to -1225 (Supp. 1973); Ky. Laws 1974, ch. 76; LA. REV. STAT. ANN. §§ 51:911.21-.33 (West Supp. 1974), *as amended*, La. Laws 1974, ch. 281; ME. REV. STAT. ANN. tit. 30, §§ 4771-4783 (Supp. 1973), *as amended*, Me. Laws 1974, ch. 751; MD. ANN. CODE art. 41, §§ 266EE-1 to -6 (Supp. 1974); MINN. STAT. ANN. §§ 327.31-.34 (Supp. 1974), *as amended*, Minn. Laws 1974, ch. 273; MISS. CODE ANN. §§ 75-49-1 to -19 (1972), *as amended*, (Supp. 1974); MO. ANN. STAT. § 700.010-.060 (Vernon Supp. 1974); MONT. REV. CODES ANN. §§ 69-2122 to -2124 (Supp. 1974); NEV. REV. STAT. §§ 489.010-.400 (1973); N.J. STAT. ANN. §§ 52:27D-25.1 to -25.9 (Supp. 1974); N.Y. EXEC. LAW §§ 400-aa to -jj (McKinney Supp. 1974), *as amended*, N.Y. Laws 1974, ch. 74-276; N.C. GEN. STAT. §§ 143-144 to -151.1 (1974); N.D. CENT. CODE §§ 54-21.1-01 to -12 (1974); OKLA. STAT. ANN. tit. 63, §§ 2451 to 2459 (Supp. 1974); ORE. REV. STAT. §§ 446-155 to -210 (1974); PA. STAT. ANN. tit. 35, § 1655.1-.10 (Supp. 1974); S.C. CODE ANN. §§ 36-561 to -577.4 (Supp. 1973); S.D. COMPILED LAWS ANN. §§ 34-34A-1 to -21 (Supp. 1974), *as amended*, S.D. Laws 1974, ch. 238; TENN. CODE ANN. § 53-4801 to -4816 (Supp. 1974); TEX. REV. CIV. STAT. ANN. art. 5221f (Supp. 1974); UTAH CODE ANN. §§ 41-20-1 to -6, *as amended*, (Supp. 1973), *as amended*, (Supp. 1974); VA. CODE ANN. §§ 36-70 to -85 (Supp. 1974); WASH. REV. CODE ANN. §§ 43.22.340-.420 (1970), *as amended*, (Supp. 1973); WIS. STAT. ANN. §§ 101.90-.96 (Supp. 1974).

19. For example, the 1973 ANSI Standard A119.1 requires the placement of at least one automatic smoke detector outside each mobile home sleeping area in order to warn occupants of a fire condition. Tryon, *Mobile Homes and Fire Safety*, FIRE COMMAND, Oct. 1973, at 15, 17. This requirement will represent a significant safety improvement in mobile homes inasmuch as a large number of mobile home fires occur when the occupants are asleep. *Id.*

20. See Frey at 471-75. As stated by U.S. Representative Lou Frey, Jr. (D-Fla.) and Richard Knop:

The enormity of the problem of enforcement can be understood when it is considered that in a number of states, no state enforcement agency has been designated. In other states the enforcement agencies exist only on paper because no funds have been appropriated to implement enforcement, or no procedures were provided the state agency for enforcement. Three states still have no implemented enforcement or inspection procedures.

As a result of the lack of enforcement or improper enforcement, 87,668 mobile homes were manufactured in 1971 that were not subject to any enforcement or inspection procedures whatsoever. In those states where funds have been appropriated for enforcement of the state law adopting ANSI A119.1, inspection staffs are often too small to inspect all mobile homes sold in the state.

*Id.* at 471-73 (footnotes omitted).

In Florida, authority over mobile home construction is presently vested in the Department of Highway Safety and Motor Vehicles. FLA. STAT. § 320.822(4) (1973).

In spite of attempts to improve the quality and increase the acceptance of mobile homes, many communities still attempt to exclude or restrict their placement.<sup>21</sup> Initially, many zoning ordinances

---

(One might query why the department, which is primarily concerned with vehicular traffic, should still have jurisdiction over mobile homes, now that mobile homes are no longer used primarily as travel trailers.) The department is granted authority to make necessary inspections to assure compliance with the ANSI STANDARD A119.1. FLA. STAT. § 320.824(2) (1973). Inspections, however, have not been made with great regularity. Rather, mobile home inspection is accomplished by department inspectors spot-checking manufacturers while investigating consumer complaints. This procedure has been found to be ineffective by the Governor's Task Force on Mobile Homes. TASK FORCE REPORT 8-9. In order to assure compliance with ANSI STANDARD A119.1, it would seem more effective for the department to make frequent inspections of manufacturing facilities. The department, however, has not been given sufficient funding in the past for extensive inspections. *Id.*

In order to avoid the necessity of funding and training state mobile home inspectors and supplemental office personnel to handle the inspection paperwork, some states have adopted programs of "third party inspection." The recent report of the Governor's Task Force on Mobile Homes recommended that Florida adopt a third party inspection system. TASK FORCE REPORT 22-27. A bill introduced in the 1974 session of the Florida Legislature, H.R. 3499, would have required third party inspection of mobile homes. See FLA. H.R. JOUR. 342 (1974). This proposal was amended to delete the third party inspection plan.

Under third party inspection systems, a state approved inspection agency contracts with a mobile home manufacturer to maintain in-plant and follow-up quality control at mobile home manufacturing plants. Even with the third party inspection system, however, the state agency in charge of mobile home standards must vigilantly monitor the manufacturer and the inspection agency to prevent collusive deception of the public. See Frey at 473-74.

Under the law passed by the 1974 Florida Legislature, each mobile home sold in Florida must be inspected by the department at some stage of its construction. Since each mobile home will undergo inspection of at least one function or system, the overall effect should be to encourage manufacturer compliance with the code provisions. The statute also appropriates funds for about 100 new inspectors for the Department of Highway Safety and Motor Vehicles. FLA. LAWS 1974, ch. 74-169, § 5 (§ 320.8255).

While the intentions of the Florida Legislature should be commended, it seems questionable that the interests of Florida and mobile home owners will be well served by creation of yet another bureaucracy. Those interests might be better served by (1) the adoption of a total third party inspection system, or (2) the transfer of mobile home jurisdiction from the Department of Highway Safety and Motor Vehicles to the Department of Community Affairs, the state agency having the most concern and expertise in the housing field.

21. See generally Moore, *The Mobile Home and the Law*, 6 AKRON L. REV. 1 (1973). County and municipal attempts to exclude or restrict placement of mobile homes are based on the state's power to enact zoning ordinances for the health, safety and welfare of the community. See *Napierkowski v. Gloucester Township*, 150 A.2d 481, 489 (N.J. 1959). Courts have generally considered zoning a legislative function with which they will not interfere unless the challenged restriction lacks a rational basis. *Boraas v. Village of Belle Terre*, 416 U.S. 1 (1974); *Village of Euclid v. Ambler Realty Co.*, 272 U.S. 365 (1926); *City of Miami Beach v. Ocean & Inland Co.*, 3 So. 2d 364 (Fla. 1941).

Much has been written on the subject of mobile homes and methods which have been used by communities to exclude them. See, e.g., Bartke & Gage, *Mobile Homes: Zoning and Taxation*, 55 CORNELL L. REV. 491 (1970); Carter, *Problems in Regulation*

did not contain provisions relating expressly to the locating of mobile homes in a community. Early court cases often focused on whether a mobile home was a "single-family dwelling" within the meaning of the zoning ordinance, or a vehicle.<sup>22</sup> Most of these early decisions took the position that a mobile home, even when permanently attached to a residential lot, remained a trailer and was not a "single-family dwelling."<sup>23</sup> Therefore mobile homes were usually prohibited from single-family dwelling zones.

Once the "menace" of mobile homes was made known, some communities sought their total exclusion, whether they were to be located on the owner's property or in mobile home parks. With few exceptions,<sup>24</sup> most jurisdictions have held total exclusions invalid.<sup>25</sup> Some communities, while avoiding a total ban, have sought indirectly to exclude mobile homes<sup>26</sup> by the imposition of minimum floor area or lot footage requirements,<sup>27</sup> or by a limitation on the length of time a

---

and *Taxation of Mobile Homes*, 48 IOWA L. REV. 16 (1962); Note, *Regulation and Taxation of House Trailers*, 22 U. CHI. L. REV. 738 (1955).

22. See Carter, *Problems in the Regulation and Taxation of Mobile Homes*, 48 IOWA L. REV. 16, 35 (1962).

23. See, e.g., *City of New Orleans v. Louviere*, 52 So. 2d 751 (La. Ct. App. 1951); *Town of Manchester v. Phillips*, 180 N.E.2d 333 (Mass. Sup. Jud. Ct. 1962); *City of Astoria v. Nothwang*, 351 P.2d 688 (Ore. 1960); *Morris v. Nashville*, 343 S.W.2d 847 (Tenn. 1961).

Some recent decisions, however, have held that where not specifically restricted by the zoning ordinance, a mobile home permanently attached to the land does qualify as a "single-family dwelling" for purposes of location within a residential zone. See, e.g., *State v. Work*, 449 P.2d 806 (Wash. 1969).

24. See, e.g., *Vickers v. Township Comm.*, 181 A.2d 129 (N.J. 1962); *City of Raleigh v. Morand*, 100 S.E.2d 870 (N.C. 1957); *Carlton v. Riddle*, 132 N.E.2d 772 (Ohio Ct. App. 1955).

25. See *Smith v. Building Inspector*, 77 N.W.2d 332 (Mich. 1956); *Gust v. Township of Canton*, 70 N.W.2d 772 (Mich. 1955); *Hunter v. Richter*, 9 Pa. D. & C.2d 58 (C.P. Montgomery County 1956); Carter, *Problems in the Regulation and Taxation of Mobile Homes*, 48 IOWA L. REV. 16, 24 (1962); Moore, *The Mobile Home and the Law*, 6 AKRON L. REV. 1, 7-9 (1973). Cf. *City of Gloucester v. Olivo's Mobile Home Court, Inc.*, 300 A.2d 465 (R.I. 1973); *Hillsborough County v. Twin Lakes Mobile Homes Village, Inc.*, 153 So. 2d 64 (Fla. 2d Dist. Ct. App. 1963).

The primary rationale for this position is that mobile homes are not inherently detrimental to public health and the general welfare, so complete prohibition of them is an abuse of the police power. See *Vickers v. Township Comm.*, 181 A.2d 129, 140-150 (N.J. 1962) (Hall, J., dissenting). A second rationale for invalidating total exclusions comes into play where the state has legislation regulating mobile homes. If the state legislature has provided regulations or standards for mobile homes, as have most states, see note 18 *supra*, those regulations presuppose the existence of mobile homes somewhere within the political subdivision, and a total exclusion seems inappropriate. See *Gust v. Township of Canton*, 70 N.W.2d 772 (Mich. 1955).

26. See generally Carter, *Problems in the Regulation and Taxation of Mobile Homes*, 48 IOWA L. REV. 16, 25-33 (1962); Moore, *The Mobile Home and the Law*, 6 AKRON L. REV. 1, 9-11 (1973); Annot., 96 A.L.R.2d 232, 243-47, 251-53 (1964).

27. See, e.g., *Kimsey v. Rome*, 67 S.E.2d 206 (Ga. App. 1951).



mobile home may be parked or located within the municipality.<sup>28</sup> Since the average single-width mobile home has a floor area of only 720 square feet,<sup>29</sup> and since mobile homes are now used primarily as permanent dwellings rather than travel trailers,<sup>30</sup> such restrictions have the effect of totally excluding mobile homes from the community. Where such methods are recognized as indirect total exclusions, they are generally held invalid.<sup>31</sup>

While local governments in most jurisdictions have been unable totally to exclude mobile homes from their communities, ordinances confining mobile homes to mobile home parks have been upheld.<sup>32</sup> Florida is no exception.<sup>33</sup> Many communities, especially in major metropolitan areas, have required that placement of new mobile homes be restricted to mobile home parks.<sup>34</sup> It therefore should come as no surprise that the majority of mobile home residents live in mobile home parks.<sup>35</sup>

## II. PROBLEMS PECULIAR TO THE RENTAL OF MOBILE HOME PARK SPACE BY MOBILE HOME OWNER-TENANTS

Zoning ordinances requiring placement of mobile homes in parks, coupled with the demand for mobile homes and mobile home space, have afforded park owners in some areas a practical monopoly.<sup>36</sup> In

28. *Town of Hartland v. Jensen's, Inc.*, 155 A.2d 754 (Conn. 1959).

29. *See Note, supra* note 6, at 810 n.7.

30. *See id.* at 810-11; TASK FORCE REPORT 74.

31. Moore, *The Mobile Home and the Law*, 6 AKRON L. REV. 1, 9-10 (1973).

32. *See, e.g., Davis v. Mobile*, 16 So. 2d 1 (Ala. 1943); *People v. Wright*, 296 N.E.2d 30 (Ill. Ct. App. 1973); *City of Colby v. Hurtt*, 509 P.2d 1142 (Kan. 1973); *Town of Granby v. Landry*, 170 N.E.2d 364 (Mass. Sup. Jud. Ct. 1960); *Township of Wyoming v. Herweyer*, 33 N.W.2d 93 (Mich. 1948); *State ex rel. Wilkerson v. Murray*, 471 S.W.2d 460 (Mo.), *cert. denied*, 404 U.S. 851 (1971); *Napierkowski v. Gloucester Township*, 150 A.2d 481 (N.J. 1959); *People v. Clute*, 263 N.Y.S.2d 826 (Wash. County Ct. 1965); *Town of Wilson v. Kunstmann*, 96 N.W.2d 709 (Wis. 1959).

It has been pointed out, however, that such a restriction may not be valid in the absence of a comprehensive zoning plan. *See, e.g., City of Sparta v. Brenning*, 259 N.E.2d 30 (Ill. 1970); *City of Milford v. Schmidt*, 120 N.W.2d 262 (Neb. 1963).

33. *Cooper v. Sinclair*, 66 So. 2d 702 (Fla.), *cert. denied*, 346 U.S. 867 (1953).

34. *See, e.g., CLEARWATER, FLA., CODE* § 23-2 (1974); *DADE COUNTY, FLA., CODE* § 33-168 (1973); *TAMPA, FLA., CODE* § 43-52 (1974). The Tampa Code provides that "[n]o house trailer or mobile home shall be permitted within the corporate limits of the City of Tampa except in a duly licensed trailer park . . . ." *Id.*

35. *Bartke & Gage, Mobile Homes: Zoning and Taxation*, 55 CORNELL L. REV. 491, 508 (1970); 1 *HOUSING IN FLORIDA* at 151.

36. *See, e.g., Lavoie v. Bigwood*, 457 F.2d 7 (1st Cir. 1972). In *Lavoie*, the mobile home owner-tenant, against whom an eviction proceeding had been brought by the park owner, instituted a civil rights action under 42 U.S.C. § 1983 (1970) alleging retaliatory eviction. The tenant argued the eviction constituted "state action" because

Florida such conditions are noticeable in the southeastern and west-central portions of the state.<sup>37</sup> These areas have the most restrictive zoning requirements and a correspondingly high demand-to-supply ratio.<sup>38</sup> These factors can give mobile home park owners unfair bargaining power over mobile home owner-tenants.<sup>39</sup> This power manifests itself in several ways.

### A. Entrance Fees

Restrictions on the placement of mobile homes and the demand for mobile home spaces have enabled many mobile home park owners to require an entrance fee as a condition precedent to moving into a park.<sup>40</sup> Such fees vary with the location of the mobile home park, but they occur most often in areas with the most restrictive zoning requirements.<sup>41</sup> In Florida, where many areas have insufficient land zoned for mobile homes,<sup>42</sup> entrance fees may exceed \$2,000.<sup>43</sup> When a mobile home owner has been required to pay such a fee, he has made a substantial investment in the park. Park owners argue that entrance fees are necessary to reimburse them for costs incurred in constructing the mobile home park.<sup>44</sup> It appears, however, that the fees are not always limited to such costs.<sup>45</sup>

---

(1) the town required placement of mobile homes in parks and (2) its restrictions on the development of mobile home parks resulted in the park owner having the only major mobile home park in town. The court found the tenant had adequately shown "state action" because of the monopoly resulting from the zoning regulations. See generally C. GIBSON, POLICY ALTERNATIVES FOR MOBILE HOMES 27-33 (1972) [hereinafter cited as GIBSON].

37. See FLORIDA REPORT 4.

38. *Id.*

39. See notes 40-105 and accompanying text *infra*.

40. See FLORIDA REPORT 6. Cf. *Stewart v. Green*, 300 So. 2d 889, 892 (Fla. 1974). See notes 109-116 and accompanying text *infra* for a discussion of *Stewart v. Green* and Palm Beach Mobile Homes, Inc. v. Strong, 300 So. 2d 881 (Fla. 1974).

41. Cf. GIBSON 8, 20-21. See also FLORIDA REPORT 6.

42. See FLORIDA REPORT 3-4; TASK FORCE REPORT 76-77.

43. See FLORIDA REPORT 6.

44. *Id.*

45. It has been suggested that the charging of entrance fees, when combined with a park owner's ability to evict mobile home tenants (see notes 92-105 and accompanying text *infra*), may enable a park owner to collect an unconscionable profit. Conceivably, a park owner could continually evict tenants in order to maintain a steady cash flow from entrance fees. See *Tyranny in Mobile-Home Land*, 1973 CONSUMER REPORTS 440, 441. The Florida Supreme Court hypothesized a similar situation in relation to "closed parks" (see notes 46-47 and accompanying text *infra*):

[T]he mobile home park owners, in trying to prorate many newer sales of mobile homes without sufficient land area on which to locate them, may resort to eviction of present tenants in order to make future sales.

*Stewart v. Green*, 300 So. 2d 889, 892 (Fla. 1974).

Although entrance fees are usually direct charges for the privilege of moving into a mobile home park, fees having a similar purpose may be assessed indirectly. Indirect entrance fees are commonly charged in "closed park" operations. In order to locate his home in a "closed park" a prospective tenant must purchase a new mobile home from the park owner or from a specified mobile home dealer.<sup>46</sup> As a matter of practice, the selling price includes a premium paid for the right to rent the lot space—in other words, an entrance fee.<sup>47</sup> Even though indirectly charged, these premiums should not be treated any differently than entrance fees.

The fundamental problem with entrance fees is that the tenant may lose his investment if the owner decides to terminate the tenancy.<sup>48</sup> Assume that *A*, a mobile home owner, wants to move into a community. Assume further that local zoning regulations require placement of mobile homes in parks and that *B* owns the only mobile home park in town with a lot vacancy. As a condition of tenancy *B* requires a non-refundable \$1,000 entrance fee. Furthermore, *B* does not offer his tenants a written lease of any duration.<sup>49</sup> Upon *A*'s assuming occupancy,

---

46. See FLORIDA REPORT 5-6; GIBSON 8, 20-21.

47. See GIBSON 21-22.

48. Cf. Note, *supra* note 6, at 810, 813.

49. Florida and several other states recently have enacted laws that require mobile home park owners to offer tenants a written lease. See Conn. Laws 1974, P.A. 74-333, § 10(b); DEL. CODE ANN. tit. 25, § 7006 (Supp. 1972); Fla. Laws 1974, ch. 74-160, § 1 (§ 83.695); MINN. STAT. ANN. § 327.42(1) (Supp. 1974); N.J. STAT. ANN. § 64:8C-4 (Supp. 1974); N.Y. REAL PROP. LAW § 233(e) (McKinney Supp. 1974).

Florida's law, enacted during the 1974 legislative session, provides that no tenancy shall be enforceable or terminated by a park owner unless the tenant has been offered a written lease. Fla. Laws 1974, ch. 74-160, § 1. Written leases must be offered to existing tenants as well as to new tenants. It should be noted that under Florida's law the requirement of a written lease occurs only when the park owner rents a *mobile home park space* to a mobile home owner ("owner-tenant"). The provisions do not apply when the park owner rents *the lot space and the mobile home* to a non-owner ("pure tenant"). This distinction is a justifiable one, because the legislative intent appears to have been to afford mobile home owner-tenants a more certain tenancy than the month-to-month tenancy and to reduce the likelihood of an owner's having to move his mobile home on short notice. See TASK FORCE REPORT 74. For a discussion of the cost of moving a mobile home, see notes 104-105 and accompanying text *infra*. Consistent with this purpose, the act excludes tenancies of "transient occupancy," which are defined in § 83.43 as "occupancy when it is the intention of the parties that the occupancy will be temporary." Fla. Laws 1974, ch. 74-160, § 1 (emphasis added). The act also excludes from its coverage rental spaces when offered for recreational vehicles and mobile home parks containing 10 or less mobile home lots. Fla. Laws 1974, ch. 74-160, § 1. As high as 36% of mobile home parks in Florida have 10 or fewer spaces. TASK FORCE REPORT 16.

Aware of the problems encountered by mobile home owners when evicted from parks, some states that require the offer of a written lease have set a durational minimum of one year. See Conn. Laws 1974, P.A. 74-333, § 10(b); N.J. STAT. ANN.

a tenancy at will is established which can be terminated by written notice through the unilateral action of the park owner or the tenant.<sup>50</sup> If demand for mobile home lot spaces is high, *A* has little choice but to comply with *B*'s terms if he is to live in the community. If, after six months or so, *B* decides to terminate *A*'s tenancy for any reason, *A* has no remedy under traditional landlord-tenant law.<sup>51</sup> Although *A* may have assumed that he could remain in the park so long as he paid rent and followed the park rules, he now has forfeited his entrance fee and has no lot space for his mobile home. *A* also has to find a new mobile home park with a vacancy, and it is not unlikely that he will have to pay another entrance fee and make other investments in the new park.<sup>52</sup>

In recognition of such problems, several states have prohibited the charging of entrance fees as a condition precedent to admission to a mobile home park.<sup>53</sup> Until recently, Florida only required the return of a percentage of the entrance fee when the park owner terminated the tenancy during its first two years.<sup>54</sup> Although Florida has not pro-

---

§ 46:8C-4 (Supp. 1974); N.Y. Laws 1974, ch. 973, § 1 (§ 233(c)). Florida's recent law does not impose any durational requirement. The Governor's Task Force on Mobile Homes had recommended that the Florida Legislature require an offer of a one year lease, see TASK FORCE REPORT 75, and a proposed bill submitted to the House Business Regulation Committee encompassed that suggestion. See STAFF OF FLORIDA HOUSE COMM. ON BUSINESS REGULATION, PROPOSED MOBILE HOME WRITTEN LEASE BILL § 1, (Preliminary Draft No. 1, 1974). The one-year durational requirement was deleted from the bill which became law. See Fla. Laws 1974, ch. 74-160, § 1. It appears, however, that the Florida Supreme Court's decisions in *Strong* and *Stewart* will assure an owner-tenant occupancy for at least one year in spite of the legislature's failure to so provide, unless the park owner can base eviction on one of the grounds in § 83.69. See note 117 *infra*.

50. See Note, *supra* note 6, at 813-14; CONNECTICUT REPORT 4. See also notes 92-99, 106-07 and accompanying text *infra* for a discussion of tenancies at will and relevant provisions of the Florida Residential Landlord Tenant Act.

51. See notes 92-99 and accompanying text *infra*. See also notes 107-117 and accompanying text *infra* for a discussion of Florida's legislative and judicial response to this problem.

52. Cf. *Stewart v. Green*, 300 So. 2d 889, 892 (Fla. 1974).

53. See CAL. CIV. CODE § 789.8 (Supp. 1974); Conn. Laws 1974, P.A. 74-333, § 8(e); DEL. CODE ANN. tit. 25, § 7009(b)(5) (Supp. 1972); N.J. STAT. ANN. § 46:8C-2 (Supp. 1974). See also MINN. STAT. ANN. § 327.43(1) (Supp. 1974); N.H. REV. STAT. ANN. § 205-A:2 (Supp. 1973), both of which place restrictions upon the charging of entrance fees.

54. FLA. STAT. § 83.70(6)(a) (1973) provides in part:

(6) Whenever an entrance fee is charged by a mobile home park owner or operator for the entrance of a mobile home or a tenant into the park and such mobile home or tenant leaves before two years have passed from the date on which the fee was charged, the fee shall be prorated and a portion returned as follows:

(a) Entrance fees shall be refunded at the rate of one twenty fourth of said fee for each month short of two years that a tenant maintains his mobile home within the park.

The above language was retained in the statute passed by the legislature in 1974. Fla. Laws 1974, ch. 74-12, § 3. The amount that a park owner or operator may charge has been substantially altered. See note 55 and accompanying text *infra*.

hibited all entrance fees, since October 1, 1974, Florida has limited the charging of entrance and exit fees to those costs "*directly incurred* by [the] park owner or operator as a result of the placing of a mobile home upon or removal from a park site."<sup>55</sup> Such explicit terminology should be interpreted to eliminate most entrance fees which have been charged to profit from land scarcity and the demand for mobile home lot spaces. This language should also be construed to prohibit the charging of indirect entrance fees which exist in closed park operations. The Florida Supreme Court's recent decisions in *Strong* and *Stewart*<sup>56</sup> indicate that the court is aware of the entrance fee problem and is willing to interpret the new law broadly, affording owner-tenants protection from direct as well as indirect entrance fees that are charged to profit from the scarcity of mobile home park spaces.<sup>57</sup>

In addition to the possibility of having to pay an entrance fee, upon moving into a mobile home park a tenant may be required to pour a concrete patio, put up an awning, install skirting around the base of the mobile home and install anchors and tiedowns.<sup>58</sup> Such park investments are a potential burden to the mobile home owner-tenant, because much of the investment will be lost if the tenancy is terminated.<sup>59</sup> Although most states have no legislation affecting this type of tenant investment, Florida and several other jurisdictions do prohibit park owners from requiring tenants to purchase tiedowns, awnings or other such equipment from the park.<sup>60</sup> The park owner in Florida, however, still retains discretion as to the style and quality of the equipment used.<sup>61</sup> Despite an apparent statutory intention to the contrary, it is arguable that under Florida law a park owner can still

55. Fla. Laws 1974, ch. 74-12 (§ 83.70(3)(b)) (emphasis added).

56. See notes 109-16 and accompanying text *infra*.

57. See *Stewart v. Green*, 300 So. 2d 889, 891-92 (Fla. 1974). If the law is not so construed, the Florida Legislature should not hesitate to follow the lead of New Hampshire which has already prohibited "closed parks." N.H. REV. STAT. ANN. § 205-A:2 (Supp. 1973).

58. See FLA. OFFICE OF THE GOVERNOR, 1 CONSUMER AFFAIRS IN FLORIDA: A REPORT TO GOVERNOR REUBIN O'D. ASKEW 317 n.211 (1973). In Florida and several other states, all mobile homes, unless otherwise exempted, are required to be tied down. See FLA. STAT. § 320.8325 (1973), as amended, Fla. Laws 1974, ch. 74-9, § 1; MO. ANN. STAT. § 700.065-.080 (Vernon Supp. 1974); TEX. REV. CIV. STAT. ANN. art. 5221f, § 14 (Supp. 1974). See also FLA. ADMIN. CODE ch. 15C-1.10, which sets forth the anchor and tiedown specifications for Florida. The cost of tiedowns and anchors usually will not exceed \$150 per mobile home. DEFENSE CIVIL PREPAREDNESS AGENCY, U.S. DEP'T OF DEFENSE, PUB. NO. TR-75, PROTECTING MOBILE HOMES FROM HIGH WINDS 4 (1972).

59. See notes 93-105 and accompanying text *infra*.

60. See FLA. STAT. § 83.70(1) (1973); N.H. REV. STAT. ANN. § 205-A:2 (Supp. 1973); N.J. STAT. ANN. § 46:8C-2(a) (Supp. 1974); N.Y. REAL PROP. LAW § 233(f)(3)(a) (McKinney Supp. 1974).

61. See FLA. STAT. § 83.70(1) (1973).

require mobile home owner-tenants to purchase skirting, awnings and similar equipment from him by structuring the requirements of style and quality so as to make the park owner the only convenient supplier of the required equipment. Of a more beneficial effect are provisions that prohibit park owners from requiring tenants to make permanent improvements to the park as a condition of residence.<sup>62</sup>

### *B. Park Rules and Regulations*

Once in a mobile home park, a tenant may be required to comply with rules and regulations promulgated by the park owner or operator.<sup>63</sup> Theoretically, such rules are covenants to which the mobile home owner agrees upon assuming occupancy.<sup>64</sup> Under traditional analysis, if the prospective tenant found the rules too confining, he could take his mobile home elsewhere. In reality, however, there is often no other place to take the mobile home.<sup>65</sup>

Although some rules are reasonable and necessary to maintain order and to protect property,<sup>66</sup> some rules and regulations imposed by park owners are unreasonable, oppressive and illegal.<sup>67</sup> Until recently, one of the most common mobile home park rules provided that a mobile home park tenant could receive electric and gas utility service only from the park owner, who charged a fee above the price he paid to the utility company. Although this practice is still condoned in some areas,<sup>68</sup> it has been prohibited in Florida.<sup>69</sup> Another rule which has met with great opposition prohibits tenants from receiving any services or maintenance work other than through businesses

62. See, e.g., FLA. STAT. § 83.70(5) (1973).

63. See Note, *supra* note 6, at 815-16; CONNECTICUT REPORT 6-7; FLORIDA REPORT 6-9; TASK FORCE REPORT 71-72. Rules promulgated for mobile home parks usually involve subjects such as

noise, condition of the mobile homes . . . , condition of spaces and yards, the use of recreational facilities, payment of rent, gas, and electric bills, prohibiting the conduct of business, registration, use of telephones, law enforcement, use of public conveniences, parking, traffic control, refuse handling, group activity approval, peddling or soliciting, mail boxes, trespassing, visitors, curfews for children, television, etc.

R. NULSEN, CONSTRUCTION, MANAGEMENT AND INVESTMENT POTENTIAL OF MOBILE HOME AND RECREATIONAL VEHICLE PARKS 209 (1970).

64. See 3 G. THOMPSON, COMMENTARIES ON THE MODERN LAW OF REAL PROPERTY § 1113, at 388 (1959).

65. See TASK FORCE REPORT 76-77.

66. See R. NULSEN, CONSTRUCTION, MANAGEMENT AND INVESTMENT POTENTIAL OF MOBILE HOME AND RECREATIONAL VEHICLE PARKS 209 (1970).

67. See Note, *supra* note 6, at 815-16; TASK FORCE REPORT 71-72.

68. See, e.g., CONNECTICUT REPORT 6.

69. See FLA. STAT. § 83.70(7) (1973).

designated by the park owner.<sup>70</sup> Many tenants have alleged that the businesses favored by such rules charge higher rates and give the park owners kickbacks, sometimes as high as 10 percent.<sup>71</sup> Park owners contend that such restrictions are needed to curtail the volume of traffic in the mobile home park.<sup>72</sup> Although this rule has been prohibited in several states,<sup>73</sup> Florida is not among them.

One rule frequently promulgated by mobile home park owners prohibits the sale of a mobile home situated in the park unless a resale fee is paid to the park owner.<sup>74</sup> Such fees have been charged even though the park owner had no role in securing the buyer. Rules requiring such fees, perhaps better than any other example, demonstrate why the rental of a mobile home space to an owner-tenant must be distinguished from the rental of an apartment or the rental to a tenant of both the mobile home lot *and* the mobile home. Mobile home park owners attempt to justify such fees by arguing that the value of the mobile home sold in the park necessarily includes, in part, the value of its location.<sup>75</sup> The park owners are clearly correct in this assessment—a mobile home located in a nice park is more valuable than one in a less attractive park. This is true especially when zoning requires placement of mobile homes in parks, and sites in the nicer parks are unavailable.<sup>76</sup> It is, however, equally true that a mobile home owner-tenant has made a substantial investment in a home, improvements to the park site and sometimes tiedowns,<sup>77</sup> and that such investment will be rendered almost totally worthless unless a

---

70. See CONNECTICUT REPORT 6. For example, in *Southland Dev. Corp. v. Ehrler's Dairy, Inc.*, 468 S.W.2d 284 (Ky. 1971), a park owner attempted to enforce a non-solicitation rule so as to prohibit milk deliveries that the tenant had requested from an unauthorized dealer. See Note, *supra* note 6, at 815 n.58.

71. FLORIDA REPORT 8.

72. CONNECTICUT REPORT 6.

73. See, e.g., N.H. REV. STAT. ANN. § 205-A:2 (Supp. 1973).

74. See Note, *supra* note 6, at 816; CONNECTICUT REPORT 7; FLORIDA REPORT 7. Similar rules have required the removal of a mobile home from the park upon a sale by the mobile home owner. The theory for this rule is that it enables a park owner to require removal of old, dilapidated trailers. Note, *supra* note 6, at 816; CONNECTICUT REPORT 7.

It also should be noted that by requiring removal of a mobile home sold to a third person a park owner avails himself of an additional lot space. If lot spaces are at a premium, see note 42 *supra*, the park owner may be able to collect an entrance fee upon admitting a new tenant or a large profit upon selling a new mobile home with the guarantee to provide a lot space. See notes 40, 45-47 *supra*.

75. Note, *supra* note 6, at 816; CONNECTICUT REPORT 7.

76. It should be recognized, however, that any premium the park owner may be able to collect, like the entrance fee, reflects the community restriction on available mobile home spaces, not any extra service that the park owner has performed. See Note, *supra* note 6, at 816.

77. See generally notes 40-62 and accompanying text *supra*.

mobile home lot space is available.<sup>78</sup> Clearly, both the landlord and the mobile home owner-tenant have interests in the mobile home park, and both are in need of protection.

In attempting to recognize these diverse interests, several states have enacted laws which affirm the owner-tenant's right to sell his mobile home located in a park without having to pay a commission to the park owner.<sup>79</sup> In return for this protection granted to the mobile home owner-tenant, Florida's law provides that this sale is subject to the approval of the park owner. The park owner may refuse to grant permission to purchase and assume occupancy in his park to a maximum of three prospective purchasers; the fourth must be accepted.<sup>80</sup>

In addition to the possibility of oppressive park rules, tenants must cope with the fact that some rules may be changed at the whim of the park owner.<sup>81</sup> If new rules are adopted, they may require the outlay of additional money, as where the park owner decides that all mobile homes in the park must have an awning or a patio. In such a situation, the tenant may be faced with the unpleasant choice of compliance with a rule he never agreed to or eviction. Considering the potential cost of a forced move,<sup>82</sup> few mobile home owner-tenants would choose to risk eviction.<sup>83</sup>

---

78. See Note, *supra* note 6, at 816; CONNECTICUT REPORT 7.

79. See CAL. CIV. CODE § 789.8 (West Supp. 1974); Conn. Laws 1974, P.A. 74-333, § 4; FLA. STAT. § 83.71 (1973); MINN. STAT. ANN. § 327.43(2) (Supp. 1974); N.J. STAT. ANN. § 46:8C-3 (Supp. 1974); N.Y. Laws 1974, ch. 973, § 1 (§ 233(f)(3)(e)).

80. FLA. STAT. § 83.71 (1973).

81. See Note, *supra* note 6, at 815; FLORIDA REPORT 8-9. As was stated in FLORIDA REPORT:

The [Florida Council on Community Affairs] heard complaints that some park owners apply one set of rules to some tenants and different rules to other tenants. Along with this practice is the practice by some of changing rules overnight that greatly effect the welfare of the tenants and their feeling of security. Perhaps an even worse practice is the failure to show the park tenants the rules when they are negotiating for a rental space, or not showing them a complete set of rules when they have been notified that they have broken certain rules. In effect, a new tenant may not know the rules to which he is subject, nor when or how they are changed. Many times rules have been imposed after tenants have moved in, which involve additional outlays of money by a tenant, which he has not expected. The tenant is caught because he has to pay these additional fees or charges, or he has to move, and due to the other limitations, moving is not a reasonable alternative if he is in disagreement with the new rules.

82. See notes 104-05 and accompanying text *infra*.

83. See TASK FORCE REPORT 72:

The Task Force recognizes that a mobile home owner residing in a rental park is in a unique situation: while he owns his home, he rents his lot space. But he does not have the mobility of an apartment dweller. Therefore, if the management of a mobile home park makes rules for the home owners, it is no average undertaking for an owner to move if he does not like the rules. He has two



In an attempt to resolve the problem of undisclosed and uncertain mobile home park rules and regulations, Florida has in recent years required that a mobile home park owner disclose in writing to a prospective tenant all "fees, charges, assessments, and rules and regulations," prior to the latter's assuming occupancy.<sup>84</sup> If such fees are not so disclosed a park owner may not rely on nonpayment by the tenant as a cause for eviction.<sup>85</sup> Although the statute does not specifically so provide, it would seem logical to assume that noncompliance with an undisclosed park rule or regulation would similarly be unavailable to the park owner as a cause for eviction.

Although Florida's laws governing park rules and regulations have been of benefit to the mobile home owner-tenant, their protection does not extend as far as one might assume. The recent Governor's Task Force on Mobile Homes stated the problem as follows: "Mobile home park and subdivision owners have made rules and regulations for tenants and residents which seem excessive."<sup>86</sup> Florida's current law is lacking in at least two respects. First, Florida's requirement that park owners inform prospective mobile home tenants about park rules before they assume occupancy means little unless tenants have enough bargaining power to shop for rules with which they agree. Such bargaining power is clearly nonexistent in many areas due to the increasing scarcity of land on which to locate a mobile home.<sup>87</sup>

Second, under Florida law a mobile home park owner can change park rules, regulations, and fees, without prior tenant approval, in as short as 30 days.<sup>88</sup> Even though notice of a proposed change is required 30 days before the rule's effective date, this power enables park owners to substantially affect the basic landlord-tenant relationship in a very short period of time. It is questionable whether the Florida Supreme Court, after the *Stewart* and *Strong* decisions,<sup>89</sup> will allow park owners wide flexibility in the use of this provision. The provision clearly does not give much consideration to the fact that many mobile home owner-tenants view their residence in a park as permanent and probably expect the basic landlord-tenant relationship and the fees, rules and assessments to be subject only to slight modification.<sup>90</sup>

---

options: to adjust to the rules which may infringe upon his liberties, or to move. He most probably meekly adjusts.

84. FLA. STAT. § 83.70(3) (1973).

85. FLA. STAT. § 83.70(4) (1973).

86. TASK FORCE REPORT 71.

87. See generally notes 8-10, 36-39 and accompanying text *supra*.

88. FLA. STAT. § 83.70(3) (1973).

89. See notes 109-16 and accompanying text *infra*.

90. See TASK FORCE REPORT 74.

A bill proposed during the 1974 Florida Legislature, H.R. 2288, would have remedied this situation by requiring majority tenant approval before an amendment to park rules could become effective. The tenants' approval language was deleted from the final version of the bill which became law.<sup>91</sup> In order to afford the park tenants a better bargaining position regarding rule amendments, the legislature should require majority tenant approval of amendments to mobile home park rules or, in the alternative, increase the notice required for rule amendments to a minimum of 90 days, with an exception for emergency amendments.

### *C. Termination of a Mobile Home Park Tenancy*

Although mobile home park entrance fees and unreasonable park rules and regulations serve as evidence of a park owner's opportunity to dominate mobile home owner-tenants, the owner's unequal bargaining power is best exemplified by his power to terminate a mobile home tenancy. Under common law principles, the mobile home owner-tenant is in a unique position: "While he owns his home, he rents his lot space."<sup>92</sup> If the mobile home owner-tenant loses the right to rent the lot space he may incur a substantial loss.<sup>93</sup> In spite of this potential insecurity, most mobile home parks do not offer an oral or written lease of any significant duration, and most mobile home park tenancies are tenancies at will.<sup>94</sup> In some states this common law tenancy is modified by statute, and a tenancy of unspecified duration is created.<sup>95</sup> Under Florida's statutory tenancy if rent is payable monthly, as it is in most mobile home tenancies,<sup>96</sup> a month-to-month tenancy is created.<sup>97</sup> In such a case, either party may terminate the tenancy after giving the other party 15 days' notice,<sup>98</sup> unless this result is prohibited by other statutory provisions.<sup>99</sup>

Although either party may terminate a statutory tenancy at will,

---

91. Fla. Laws 1974, ch. 74-160.

92. TASK FORCE REPORT 72.

93. As stated in CONNECTICUT REPORT 7, a mobile home owner's "investment in his home is practically worthless without the availability of a site."

94. See Note, *supra* note 6, at 813; FLORIDA REPORT 4; TASK FORCE REPORT 74. Florida and several other states recently have enacted laws requiring mobile home park owners to offer tenants a written lease. See note 49 *supra*.

95. See, e.g., FLA. STAT. § 83.46 (1973).

96. See Note, *supra* note 6, at 810, 814.

97. FLA. STAT. § 83.46(2) (1973).

98. FLA. STAT. § 83.57(3) (1973).

99. Florida and several other states have recently enacted statutes that would prohibit such a result. See FLA. STAT. § 83.69 (1973); notes 106-07 and accompanying text *infra*.

where mobile home park spaces are in demand termination of a tenancy upon short notice is usually more onerous to the mobile home owner-tenant than it is to the park owner.<sup>100</sup> There are several reasons for such a conclusion. First, if the tenant has made an investment in the park, either in the form of an entrance fee or additions to the park, he may be deprived of his investment if the park owner terminates the tenancy.<sup>101</sup> Second, if the tenancy at will is terminated, the mobile home owner will have to find a new location for his home. Since the value of a mobile home is to a considerable extent dependent upon the availability of a lot space, termination of the tenancy can cause the tenant's home to become nearly worthless unless a new lot space can be found.<sup>102</sup> Finding a new site for the home may be difficult due to the scarcity of land zoned for mobile homes, the high demand for mobile home sites, and the high cost of land.<sup>103</sup> Also, even if a mobile home owner can find another park, relocating a mobile home is expensive. "In most instances, it costs at least \$200 to move a mobile home from one side of town to another, and the charge on hauls of 1,000 miles or more can be up to \$1,600."<sup>104</sup> Finally, if required to move from one park to another, the mobile home owner may have to pay the owner of the new park an entrance fee, or be forced to install a patio, skirting, anchors and tiedowns.<sup>105</sup> If the tenant had not planned for such a move, it could come as quite a financial shock.

### III. THE *Strong* AND *Stewart* DECISIONS

Several states recently have enacted laws to protect the mobile home park tenant from unexpected termination of tenancy.<sup>106</sup> These

---

100. Clearly such a termination power is not always more onerous to the mobile home owner. If the mobile home park is located in a relatively undeveloped area, where land is comparatively inexpensive and zoning restrictions against mobile homes are non-existent, demand for mobile home lot space may be low. In such a situation it may be difficult for a mobile home park owner to maintain a high enough occupancy rate to cover basic costs. See generally, R. NULSEN, CONSTRUCTION, MANAGEMENT AND INVESTMENT POTENTIAL OF MOBILE HOME AND RECREATIONAL VEHICLE PARKS 112-46 (1970).

101. See notes 40-52, 58-59 and accompanying text *supra*.

102. See CONNECTICUT REPORT 7.

103. See FLORIDA REPORT 3-4; TASK FORCE REPORT 76-77. See generally notes 8-10, 36-39 and accompanying text *supra*.

104. N.Y. Times, Oct. 19, 1972, § 2, at 94, col. 1.

105. When all factors are considered, the cost of relocating a mobile home is quite high. "It can cost in total up to \$5000 to relocate a mobile home in a new park (assuming a new location can be found) . . . ." 1 FLA. OFFICE OF THE GOVERNOR, CONSUMER AFFAIRS IN FLORIDA: A REPORT TO GOVERNOR REUBIN O'D. ASKEW 317 n.211 (1973).

106. See CAL. CIV. CODE § 789.5(d) (Supp. 1974); FLA. STAT. § 83.69(1) (1973); MASS.

laws specify that the tenant cannot be evicted except for certain enumerated reasons. The Florida law, which contains provisions similar to the others, provides that a park owner cannot evict a mobile home park tenant for other than the following reasons:

- (a) Nonpayment of rent.
- (b) Conviction of a violation of some federal or state law or local ordinance, which [violation] may be deemed detrimental to the health, safety, [or] welfare of other dwellers in the mobile home park.
- (c) Violation of any reasonable rule or regulation established by the park owner or operator, provided the mobile home owner received written notice of the grounds upon which he is to be evicted at least thirty days prior to the date he is required to vacate. . . .
- (d) Change in use of land comprising the mobile home park . . . provided all tenants affected are given at least ninety days' notice, or longer if provided for in a valid lease, of the projected change of use and of their need to secure other accommodations.<sup>107</sup>

---

GEN. LAWS ANN. ch. 140, § 32J (1974). See also Conn. Laws 1974, P.A. 74-333, § 5; MINN. STAT. ANN. § 327.44 (Supp. 1974); N.H. REV. STAT. ANN. § 205-A:3 (Supp. 1973); N.J. STAT. ANN. § 46:8C-1 (Supp. 1974); N.Y. Laws 1974, ch. 973, § 1 (§ 233(b)).

107. FLA. STAT. § 83.69(1) (1973). Although this statute appears to remedy the problem of unexpected termination of a mobile home tenancy, it does contain at least one ambiguity. Was it (1) intended to apply only to an eviction during the lease term, thereby allowing termination without cause after the lease term, or (2) intended to govern termination of a mobile home tenancy regardless of the lease term? This issue was presented to the Florida Supreme Court in *Palm Beach Mobile Homes, Inc. v. Strong*, 300 So. 2d 881 (Fla. 1974), and its companion case, *Stewart v. Green*, 300 So. 2d 889 (Fla. 1974). In *Strong*, it was argued on behalf of the appellant park owner that if the second interpretation were adopted, the statute would be invalid as impinging upon the freedom to contract. See Reply Brief of Appellants at 6-13, *Palm Beach Mobile Homes, Inc. v. Strong*, 300 So. 2d 881 (Fla. 1974); Brief for Florida Mobile Home and Recreational Vehicle Association as Amicus Curiae at 4-9, *Palm Beach Mobile Homes, Inc. v. Strong*, 300 So. 2d 881 (Fla. 1974). The supreme court rejected the argument advanced by the park owner; it resolved the ambiguity in favor of the latter interpretation and found the statute constitutional.

It was argued on behalf of the appellant park owner that § 83.69 was to be applied only to the *eviction* of a tenant *during the period of a valid lease*, that *removal* of a tenant's mobile home *after expiration of a lease term* was to be permitted under § 83.62, and that any other interpretation would lead to a conflict with other provisions of chapter 83. Under § 83.62, it was noted that 30 days after serving a complaint for removal, a mobile home park owner could obtain the removal of the mobile home of any tenant holding over after the expiration of the rental agreement. Brief of Amicus Curiae, *supra*, at 6-7. It was implied that this right to remove a tenant's mobile home after expiration of the rental agreement was available irrespective of the availability of the right to evict under § 83.69. Reading the two provisions together, the Florida Mobile Home and Recreational Vehicle Association argued that "eviction" and "removal" could not be used interchangeably, and that adoption of the second interpretation of § 83.69 would in effect repeal § 83.62.

This law (section 83.69) removes mobile home park tenancies from the traditional landlord-tenant law and creates hybrid law which affords mobile home owner-tenants additional security. It appears unquestionable, however, that the law also restricts park owners' freedom to contract and to use their property.<sup>108</sup>

In two recent decisions, *Palm Beach Mobile Homes, Inc. v. Strong*,<sup>109</sup> and *Stewart v. Green*,<sup>110</sup> the Florida Supreme Court recognized that section 83.69 restricted the freedom to contract and to use one's property, but it found the restraint reasonable and necessary in order to secure the general welfare of the state.<sup>111</sup> In both cases mobile home owner-tenants relied on section 83.69 to prevent mobile home park owners from terminating their tenancies.<sup>112</sup>

---

The Florida Supreme Court rejected the association's argument, and for good reason. Most mobile home park tenancies are of the month-to-month variety. See notes 96-97 *supra*. Applying the first interpretation of § 83.69 to the month-to-month tenancy would lead to an absurd result. A month-to-month tenancy, absent any other statutory protection, affords the tenant a lease of only one month's duration and can be terminated at the end of any monthly period by giving not less than 15 days' notice prior to the end of the month. See FLA. STAT. §§ 83.46(2), .57(3) (1973). Under the association's argument, a park owner could (1) terminate a mobile home park tenant's month-to-month tenancy at the end of the current month on 15 days' notice, (2) file a complaint for removal of the mobile home at the end of the month and (3) require removal by writ of possession 30 days after filing the complaint. The effect of such an interpretation of § 83.69 would be to allow a park owner to remove month-to-month tenants without cause in as short a period as 45 days. Under the association's argument, the effect of § 83.69 would be quite limited: if a month-to-month tenant were to be evicted within the 45-day period, such eviction could proceed only if based on one of the reasons listed in § 83.69; if the park owner could wait for the 45 days, he could remove the tenant under §§ 83.46(2) and 83.57(3) without having to meet any of § 83.69's conditions for eviction.

108. See note 111 *infra*.

109. 300 So. 2d 881 (Fla. 1974).

110. 300 So. 2d 889 (Fla. 1974).

111. *Palm Beach Mobile Homes, Inc. v. Strong*, 300 So. 2d 881, 884-86 (Fla. 1974).

112. In *Strong* the owner-tenant (Beatrice Strong) purchased a mobile home from Palm Beach Mobile Homes, Inc. in April, 1971, orally agreeing to rent a lot in the park for one year. In March, 1972, the park owner gave owner-tenant Strong written notice that the lease would not be renewed when it expired in April, 1972. Strong tendered payment for the following year's tenancy, but the park owner refused to accept the sum and gave Strong an additional month to relocate. The owner-tenant refused to relocate and, relying on § 83.69, filed a complaint in the Circuit Court of Palm Beach County seeking a decree compelling the defendant park owner to accept her tendered payment. The circuit court upheld the constitutionality of § 83.69 and ordered the park owner to refrain from attempting to terminate Strong's tenancy. Appeal was by way of article V, § 3(b)(1) of the Florida Constitution which provides that the supreme court shall hear appeals from orders of trial courts "initially and directly passing on the validity of a state statute." 300 So. 2d at 882.

*Stewart* involved the consolidation of five actions for eviction from the Ravenswood Mobile Home Park. The owner-tenants relied on § 83.69 as a defense to actions for possession. The question of the constitutionality of § 83.69 was certified to the supreme

In holding for the owner-tenants, the court noted that the mobile home park landlord-tenant relationship was different than the traditional landlord-tenant arrangement and that the peculiar problems created in mobile home park tenancies required special treatment.<sup>113</sup> The court appeared to be primarily concerned with the fact that in a mobile home park landlord-tenant situation the mobile home owner-tenant usually has made a considerable investment in home ownership and in the mobile home park—an investment which cannot be relocated except at considerable expense.<sup>114</sup> Because the owner-tenant is unable to relocate without inconvenience, the park owner frequently acquires unequal bargaining power which may be exercised unfairly against the mobile home owner-tenant.<sup>115</sup> The court's decisions in *Stewart* and *Strong* in addition to upholding the constitutionality of section 83.69, should thus be read (1) as an attempt to reduce park owners' unequal bargaining power, and (2) as establishing a judicial policy that mobile home park landlord-tenant relations will be subject to careful scrutiny.<sup>116</sup>

The immediate effect of the *Strong* and *Stewart* decisions is that a mobile home owner's tenancy in a mobile home park cannot be terminated unless termination is based on one of the four grounds listed in section 83.69.<sup>117</sup> At first glance this would appear to afford mobile

---

court as a question of great public importance pursuant to Rule 4.6 of the Florida Appellate Rules. 300 So. 2d at 891.

113. See 300 So. 2d at 886; 300 So. 2d at 891-93.

114. See 300 So. 2d at 886; 300 So. 2d at 891-93.

115. See 300 So. 2d at 886; 300 So. 2d at 891-93.

116. The court established this policy in *Stewart*, where the majority opinion of Justice Ervin stated:

It is contemplated by the statute that the trial courts will carefully scrutinize any deviation from the norm of usual rental agreements or rules or regulations of park owners or operators in order to protect mobile home owners from circumvention of the rights declared to be afforded them by Section 83.69. The rules and regulations which a mobile home park owner or operator adopts must not be designed to indirectly circumvent the positive protection provisions of Section 83.69.

300 So. 2d at 894.

117. A not insignificant question is what effect *Strong* and *Stewart* will have on the recently enacted written lease law, Fla. Laws 1974, ch. 74-160, § 1 (§ 83.695). This law, which became effective January 1, 1975, requires park owners to offer mobile home owner-tenants a written lease. The law does not specify any required lease duration, so it would appear that park owners could offer leases with less than a year's duration. If the park owner were to offer such a lease, could he avoid § 83.69 as that statute is interpreted in *Strong* and *Stewart*? It would appear not. In the closing language of the *Strong* decision Justice Roberts stated, in reference to mobile home park leases, that "any such lease is made in contemplation of and subject to the limiting provisions of the statute" (§ 83.69). 300 So. 2d at 888. Thus, even though a mobile home park lease offered to an owner-tenant specifies a duration shorter than one year,

home owner-tenants a perpetual tenancy which would violate the constitutional property rights of the park owner.<sup>118</sup> The supreme court, however, dismissed this possibility by reading a limitation into section 83.69. The court noted that the park owner could establish and amend park rules and regulations.<sup>119</sup> It then suggested that, in order to avoid a perpetual tenancy, the park owner might adopt a rule to the effect that the tenancy could be terminated by the park owner after a "substantial duration" if at least 12 months' notice of such termination were given to the owner-tenant.<sup>120</sup> Thus, a park owner could adopt a rule that a mobile home park tenancy might be terminated after a period of "substantial duration" (such as five years), provided that the owner-tenant is afforded at least one year's notice of the intention to terminate. The court's recommendation would appear to provide the owner-tenant considerable security in his residence and, at the same time, afford the park owner ultimate control over the disposition of his property.

In addition to utilizing the termination procedure suggested by the court, a park owner may terminate a tenancy of a mobile home owner-tenant on 90 days' notice if the park owner changes the use of his property.<sup>121</sup> This statutory provision was viewed as necessary because mobile home parks are frequently interim land uses<sup>122</sup> and it is thus important for a park owner to be able to clear his property of mobile homes on relatively short notice. Clearly this right is very valuable to park owners and, after the *Strong* and *Stewart* decisions,

---

the *Strong* and *Stewart* opinions appear to overlay that lease with the protections of § 83.69 and prevent eviction or removal except upon the four grounds specified in that section.

118. See 300 So. 2d at 888.

119. This power of the park owner is found in FLA. STAT. § 83.70(3) (1973). See generally notes 63-91 and accompanying text *supra*.

120. 300 So. 2d at 888.

121. FLA. STAT. § 83.69(1)(d) (1973).

122. R. NULSEN, CONSTRUCTION, MANAGEMENT AND INVESTMENT POTENTIAL OF MOBILE HOME AND RECREATIONAL VEHICLE PARKS 78-79, 113 (1970). Mobile home parks are often considered interim land uses because the decisions to zone and develop land for a park are usually not irrevocable. After a period of 10 or so years, especially if the value of the land in question has risen, the park owner can evict the mobile home owners and develop the property for a higher or better use.

The classic example of a mobile home park as an interim land use is as follows: *D*, a developer anticipating urban growth, purchases land on the outskirts of a metropolitan area, gets proper zoning for a mobile home park and develops the park. Several years later urban sprawl has reached *D*'s park, the property value has increased and *D* gets offers from apartment, office plaza or other developers. Since the mobile homes are relatively easy to move and since *D* does not pay tenant's relocation expense, he evicts the tenants and sells the property. *D* has thus been able to derive income from mobile home site rentals while waiting for the land value to increase and make it profitable for him to sell.

it would appear to be a park owner's easiest method to terminate mobile home park tenancies. Affording the park owner such an option, however, seriously curtails the protection section 83.69 affords to mobile home owner-tenants. Viewing the change-of-use provision from the owner-tenant position, it can be argued that if a park owner commits land to a mobile home park and encourages mobile home owners to rent lot space, there is a reasonable expectation that the park will remain in existence for a "substantial duration." When mobile home owner-tenants place their homes in the park, install tie-downs, and make utility connections, they incur expenses in reliance on the park's continued existence. If the mobile home park is then closed due to a change of use, and tenancies are terminated on 90 days' notice, the tenants have been damaged. The legislature should follow the court's lead and require that park owners give owner-tenants at least a year's notice of a change-of-use termination of tenancy.<sup>123</sup>

#### IV. CONCLUSION

The recent mobile home legislation enacted in Florida and the *Strong* and *Stewart* decisions will undoubtedly afford mobile home owner-tenants more bargaining power than they have had in the past. But work remains to be done. Perhaps the most difficult task will be finding a way to inform Florida's 700,000 mobile home residents<sup>124</sup> about the legislation enacted for their protection and the court decisions which support that legislation.<sup>125</sup> Additionally, legislation is needed in some areas to resolve ambiguity and to strengthen present laws. But that is not all that should concern Florida's legal com-

---

123. Legislative concern with the plight of the mobile home owner-tenant forced to relocate when the park owner changes the use of his property is indicated by Fla. Laws 1974, ch. 74-160 (§ 1), which provides:

(4) No agency of any municipal, local or county government shall approve any application for rezoning or take any other official action which would result in the removal or relocation of mobile home park tenants without first investigating as to the adequacy of mobile home parks or other suitable facilities for the relocation of tenants.

124. TASK FORCE REPORT 2.

125. Florida's mobile home lease law requires that the written lease contain a provision indicating that FLA. STAT. §§ 83.68-73 (1973) govern mobile home park tenancies. Fla. Laws 1974, ch. 74-160, § 1 (§ 83.695(3)). California goes one step further by requiring the park owner to provide tenants with a written copy of the applicable sections. CAL. CIV. CODE § 789.9 (Supp. 1974). One might query, however, whether prospective mobile home tenants would ponder the provisions of those sections prior to investing in a mobile home and a lot in a mobile home park. A better proposal would seem to be that of Massachusetts, which requires that each written lease include the following notice summarizing the applicable law:



munity. While the main purpose of Florida's mobile home laws is to assure that this state's mobile home owner-tenants are afforded proper bargaining power, one would hope that Florida's legislature and judiciary will remain mindful of the fact that, with 700,000 mobile home residents, Florida has the opportunity to lead the nation in the development of meaningful and constructive mobile home legislation.

ROBERT S. HIGHTOWER\*

---

#### IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease of occupancy arrangement with this mobile home park. The law requires all of these rules and regulations to be fair and reasonable, else said rules and regulations cannot be enforced against you.

You may continue to stay in the park as long as you pay your rent and abide by the rules and regulations of the park. You may only be evicted for nonpayment of rent, violation of laws, or for a substantial violation of the rules and regulations of the park. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and have been given fifteen days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the park. However, only one notice of a substantial violation of the rules and regulations of the park is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice then eviction proceedings may be commenced against you immediately.

If this park requires you to deal exclusively with a certain fuel dealer or other merchant for goods or services in connection with the use or occupancy of your mobile home lot, the price you pay for such goods or services may not be more than the prevailing price in this locality for similar goods and services.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, the department of the attorney general, or any other appropriate government agency. Receipt of notice of termination of tenancy by you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

This law is enforceable by the consumer protection division of the department of the attorney general.

MASS. GEN. LAWS ANN. ch. 140, § 32P (1974). The only drawback of this proposal is that it does not give a citation to the applicable provisions in the Massachusetts statutes.

\* The author was a legislative intern assigned to the House Committee on Business Regulation during the 1974 session of the Florida Legislature. That committee prepared a significant amount of the mobile home legislation passed in 1974. The opinions, conclusions and recommendations contained in this article are entirely those of the author, who is currently a mobile home owner-tenant. It should be noted that the House Committee on Business Regulation recently has been dissolved. The House Committee on the Judiciary and the Senate Committee on Commerce presently have jurisdiction over mobile home legislation.