

Buying a Mobile Home and Renting the Lot*

*This flyer is for people who buy and own their mobile home, but rent the lot. There are different laws for people who rent both the mobile home and the lot.

Before You Buy:

- **DON'T SIGN ANYTHING YOU DON'T UNDERSTAND**
 - Before signing a contract, show it to a lawyer, housing counselor or friend in order to make sure you understand what it says before you sign.
- **DON'T SIGN A CONTRACT WITHOUT ENOUGH INFORMATION IN IT**
 - The seller must give you certain information in writing about the mobile home before you buy it, including information about the monthly payments, interest rate, who is responsible for paying the taxes and how much in taxes is owed, who is the legal owner of the mobile home, and more.
- **GET A COPY OF YOUR CONTRACT AND KEEP RENEWING IT**
 - If you don't have a written lease for the lot, your landlord may try to raise the rent without much notice. If you rent a lot only (and not the house itself), the landlord must give 60 days' notice of lot rent increase.

After You Buy:

- **KEEP RENT PAYMENT RECEIPTS**
 - They are proof of what has been paid. This includes receipts for late fees.
 - If the landlord won't provide a receipt, it may be helpful to write up your own and ask them to sign it.
- **COMMUNICATE REQUESTS FOR REPAIR IN WRITING**
 - If you are renting the lot, the landlord is required to keep the lot in a fit and habitable condition (cleaning septic tank, pest control, taking care of hazardous trees, etc.)
 - You, as the mobile home owner, are responsible for repairs to the mobile home.
 - Keep a copy of requests for repairs.
- **ALWAYS PAY LOT RENT FIRST** – Especially if you own or are renting-to-own your mobile home.
 - If you are behind on payments and cannot pay all that is due, you can designate in writing to put any money you pay toward the lot rent.
- **A TENANT CANNOT BE EVICTED WITHOUT A PROCESS IN COURT**
 - The Landlord can only evict using the court system. They cannot remove a tenant by padlocking the unit, changing the locks, cutting the electricity or water, or by any other forceful method.
 - Eviction is a civil process. It is not a criminal process. A tenant cannot go to jail for not paying rent or not showing up to eviction court.
 - You have a right to an interpreter in court. Tell the court if you need an interpreter.
- **NOTICE TO END LEASE CONTRACT**
 - If a tenant owns the mobile home and rents the lot, the landlord must give 60 days' notice before ending the lot lease.
 - If the mobile home park is being converted to a different use, the landlord must give 180 days' (6 months) notice before ending the lot lease.