



## STATE OF VERMONT

### MEMORANDUM

To: House Committee on General, Housing and Military Affairs  
From: David Hall  
Date: February 3, 2015  
Subject: Regulation of Mobile Homes

This memorandum provides a general overview of the Vermont statutes governing mobile homes and mobile home parks.

#### 1. What is a Mobile Home?

- real property?
- personal property?
- motor vehicle?
- homestead?
- owned residence, owned land?
- owned residence, leased land?
- leased residence, leased land?
- in a mobile home park, or not?

#### ***General Definition - 10 V.S.A. § 6201(1):***

(1) "Mobile home" means:

- (A) a structure or type of manufactured home, including the plumbing, heating, air-conditioning, and electrical systems contained in the structure, that is:
- (i) built on a permanent chassis;
  - (ii) designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities;
  - (iii) transportable in one or more sections; and
  - (iv)(I) at least eight feet wide, 40 feet long, or when erected has at least 320 square feet; or
- (II) if the structure was constructed prior to June 15, 1976, at least eight feet wide or 32 feet long; or
- (B) any structure that meets all the requirements of this subdivision (1) except the size requirements, and for which the manufacturer voluntarily files a certification required by the U.S. Department of Housing and Urban Development and complies with the construction and safety standards established under Title 42 of the U.S. Code.

## **2. Buying, Selling, Financing, and Taxing a Mobile Home**

### **Personal property**

- transfer by Mobile Home Uniform Bill of Sale, filed in town clerk's office (9. §2602)
- financed by motor vehicle retail installment contract or chattel mortgage (secured loan for personal property) (9 VSA ch. 59)
  - Secured loan – UCC secured transaction (Title 9A, Articles 2; 9)
  - UCC financing statement, filed with Secretary of State and town clerk (§2602)
- Default and foreclosure – action in superior court for possession; hearing required within 90 days (UCC 9-609)
- Transfer - Sales and use tax of 6% on 60% of the value applies (32 VSA ch. 233)

### **Real property**

- MH is financed as residential real estate (9 VSA §2603)
  - if owned MH on owned land, must be financed as residential real estate
  - if owned MH on leased land, may be financed as residential real estate
- Transfer by warranty deed or quitclaim deed
- Provisions in law for conversion of personal property to real property when financed as residential real estate and for relocation (relocation statement) (§§2605-2606)
- Financed by residential mortgage or retail installment contract
  - residential mortgage filed with town clerk
  - treated like other real property
- Default and foreclosure – foreclosure of mortgage as for other mortgaged real property (12 V.S.A. ch. 172)
- Transfer - Property transfer tax applies (32 VSA ch. 231)

### **Rent-to-Own Transactions (9 VSA § 2602(e))**

- either a sale or not—transaction is a lease until parties execute a retail installment contract and a mobile home bill of sale
- if not a sale – transaction is a lease and landlord/tenant applies
- if a sale – buyer has protections of the foreclosure process

### **Taxation**

- subject to property tax, either as real property or taxable personal property (32 VSA ch. 123)
- town clerk must confirm property tax paid and endorse mobile home bill of sale prior to transfer (9 VSA §2602; 32 VSA § 5079)
- subject to tax foreclosure process as for real property (32 VSA ch. 133, subch. 8)
- tax credit available to park owner who sells to nonprofit or tenants (32 VSA § 5828)
- MH owner on leased lot can claim income sensitivity, counting lot rent as property tax paid unless park is in a cooperative, in which case the coop will allocate a % of common land to each MH (32 VSA 6066)

- mobile home can serve as principal dwelling = homestead for purposes of education property tax (32 VSA 5401)...but only MH that is permanently affixed treated as homestead for purposes of 27 VSA ch. 3 (9 VSA §2603(d))

### **3. Mobile Home Parks**

(2) "Mobile home park" means any parcel of land under single or common ownership or control which contains, or is designed, laid out, or adapted to accommodate, more than two mobile homes. Nothing herein shall be construed to apply to premises used solely for storage or display of mobile homes. Mobile home park does not mean any parcel of land under the ownership of an agricultural employer who may provide up to four mobile homes used by full-time workers or employees of the agricultural employer as a benefit or condition of employment or any parcel of land used solely on a seasonal basis for vacation or recreational mobile homes.

- Mobile Home Parks (MHP) under the general jurisdiction of Department of Housing and Community Development within the Agency of Commerce and Community Development  
- 10 V.S.A. Chapter 153 governs mobile home parks; in addition to specific penalties and remedies under certain sections, a violation of the chapter may be enforced by Attorney General or State's Attorney by fine (\$1,000) or imprisonment (6 months) or both. (§6205)

#### General Provisions

- Leases – must be in writing and rental and utility charges cover 1 year (§6236)
- MH Transfer - no sale, lease, or sub-lease without MHP-owner approval (§§6236;6240)
- Eviction – statutory process; only for nonpayment, substantial violation of lease, or change in use of park (§6237)
- MHP Closure – statutory process (§6237a)
- Charges – no entrance fee; site improvement fee permitted (§6238)
- Goods and services – lessee's choice cannot be restricted (§6239)
- Access – park owner may access lot with consent; 7-7 access for inspection, repairs, services, or showing; emergency (§6241)
- Sale of MHP – notice to residents, opportunity to purchase (§6242)
- Security Deposit – statutory circumstances to withhold; return within 14 days; if unreturned willfully MHP must pay double plus costs (§6242)

- Illegal evictions – no interruption of utilities, denial of access or possession; lessee may sue; if action was frivolous, MHP owner can recover attorney fees (§§6245-6246)
- Retaliatory conduct – no setting or changing lease terms, bring or threaten action in response to complaint of organization; resident may recover damages and fees (§6247)
- Abandonment – indicia of abandonment (§6248) and process for court sale (§6249); see also municipal sale of abandoned MH (9 V.S.A. § 2608)
- Lot Rent Increase – 60 days notice to residents and Department (and affidavit for major infrastructure needs >\$2500); if increase exceeds CPI by >1%, residents can dispute through mediation (costs paid by Department); if no agreement, majority of residents can bring civil action to demonstrate increase is clearly excessive (legal costs may be paid by Department) (§§6251-6253)
- Registration – annual registration of MHP; annual fee \$12 per leased lot (§6254)

### Habitability

- Resident obligations – use and maintenance of premises ~ resident must not contribute to code violations, disturb peaceful enjoyment, destroy property; adequate notice of termination ~ one payment period; MHP owner can recover damages, costs, fee, and terminate lease (§6261)
- Owner obligations – warranty of habitability – safe, clean, and fit for human habitation; adequate and reliable utilities and access and common areas; Agency rules; warranty cannot be waived (§6262)
- Habitability; leaseholder remedies – withhold payment, injunctive relief, damages, costs, and fees; terminate lease; repair and deduct for minor defects (§§6263-6264)
- Condemnation – owners pays relocation costs if willful failure to comply with law, or upon MHP closure within one year of enforcement action (§6265)
- Health and safety compliance – government order of compliance must be recorded in land records; notice of compliance to be filed by govt. entity; prior to transfer MHP owner shall disclose drinking water tests and permit status (§6266)

**Relevant Vermont Statutes**

***Sale and Transfer of a Mobile Home – 9 V.S.A. Chapter 72 (§§ 2601-2608)***

§ 2601. DEFINITIONS

(a) As used in this chapter, unless the context requires otherwise, "mobile home" means:

- (1) A mobile home as defined in 10 V.S.A. § 6201.
  - (2) An unmotorized vehicle, other than a travel or recreational trailer, designed to be towed and designed or equipped for use as sleeping, eating, or living quarters.
- (b) A mobile home remains a mobile home for purposes of this chapter even though it may be used for advertising, sales, display or promotion of merchandise or services, or for any other commercial purposes except the transportation of property.
- (c) A mobile home that was financed as residential real estate shall be defined as residential real estate.
- (d) "Permanently sited" means the mobile home has become affixed to the land. Factors that tend to show a mobile home is permanently sited include:
- (1) The mobile home has been set up on blocks or otherwise stabilized so that the wheels do not form a major part of the structural support.
  - (2) The mobile home has been connected to utilities such as electricity, sewage, water, gas, or oil.
  - (3) Skirting has been installed around the base of the mobile home.
  - (4) The wheels or axles have been removed.
  - (5) The mobile home has been situated in a place that makes removal unlikely.

§ 2602. SALE OR TRANSFER; PRICE DISCLOSURE; MOBILE HOME UNIFORM BILL OF SALE

(a) When a mobile home is sold or offered for sale:

- (1) If a mobile home is appraised, the appraisal shall include a cover sheet which itemizes the value of the unsited mobile home, the value of any adjacent or attached structures located on the site and the value of the sited location, if applicable, and valuations of sales of comparable properties.
- (2) In the case of a new mobile home, the seller shall provide to a prospective buyer a written disclosure which states the retail price of the unsited mobile home, any applicable taxes, the set-up and transportation costs, and the value of the sited location, if applicable.
- (3) [Repealed.]
- (4) A legible copy of the disclosure required in subdivision (2) of this subsection shall be prominently displayed on a new mobile home in a location that is clearly visible to a prospective buyer from the exterior.

(b) Sale or transfer of all mobile homes.

- (1) Prior to the sale or transfer of ownership of a mobile home, the seller or transferor shall provide a copy of a completed, unexecuted, mobile home bill of sale:
  - (A) to the town clerk in which the mobile home is located for his or her endorsement; and
  - (B) in the case of a mobile home being sold or transferred separately from the real property on which it is located, to the record owner of the real property on which the mobile home is located by certified mail, return receipt requested, at least 21 days prior to the transfer or sale.
- (2) A clerk shall not endorse a mobile home uniform bill of sale unless:
  - (A) all property taxes due and payable on the mobile home, but not the real property on which the mobile home is located if separately owned, have been paid in full as of the most recent assessment, or if the town collects taxes in installments pursuant to 32 V.S.A. § 4872, as of the most recent installment; or
  - (B) in the case of removal of a mobile home from the municipality, or of a sale, trade, or transfer that will result in the removal of the mobile home from the municipality, all property taxes assessed with regard to the mobile home, but not the mobile home site, have been paid.
- (3) The seller or transferor shall execute and provide the endorsed bill of sale to the buyer or transferee at the time of sale or transfer.
- (4) The buyer or transferee shall execute and then file the executed bill of sale with the clerk of the town in which the mobile home will be located within 10 days of executing the bill of sale. A clerk shall not accept a mobile home uniform bill of sale for filing that is not completed, executed, and endorsed as required by this subsection. Upon filing, the clerk shall note the transfer on the mobile home uniform bill of sale whereby the seller acquired ownership of the mobile home, if available.

(5) If the mobile home will be relocated to real property that is not owned by the buyer or transferee, the buyer or transferee shall provide a copy of the mobile home uniform bill of sale to the record owner of the real property on which the mobile home will be located at least 21 days prior to the sale or transfer of the mobile home.

(6) Within 14 days of the filing of the bill of sale, the town clerk shall mail a copy of the bill of sale to each buyer, seller, and owner of real property for whom a mailing address is provided in the bill of sale pursuant to subdivision (c)(1) of this section.

(7) The requirements of this subsection shall apply to a mobile home that is physically relocated by its owner to another town.

(8) This subsection shall not apply to:

(A) the valid transfer of a mobile home by deed when financed as residential real estate pursuant to this chapter;

(B) the valid transfer of a mobile home by a mobile home uniform bill of sale issued by the court pursuant to the abandonment process set forth in 10 V.S.A. § 6249;

(C) the physical relocation of a mobile home that is held as inventory by a manufacturer, distributor, or dealer, is stored or displayed on a sales lot, and is not connected to utilities.

(c) Mobile home uniform bill of sale.

(1) A mobile home uniform bill of sale shall contain the following information regarding each mobile home being transferred:

(A) the name and address of each seller or transferor;

(B) the name and address of each buyer or transferee, and if more than one buyer or transferee, the estate under which the buyers or transferees will hold title to the mobile home;

(C) the make, model, serial number, size, and year manufactured;

(D) the current address or location of the mobile home;

(E) whether the mobile home will be moved following the sale or transfer, and if so, the future address of the mobile home;

(F) the name and address of the owner of the real property on which the mobile home is located;

(G) the name and address of the owner of the real property on which the mobile home will be located following the sale or transfer;

(H) the sale constitutes a "retail installment transaction" as defined in subdivision 2351(4) of this title and is subject to chapter 59 of this title (motor vehicle and mobile home retail installment sales financing);

(I) an itemized list of the mobile home's deficiencies known to the seller at the time of the sale, if the mobile home is sold "as is"; and

(J) an itemized list of known liens on the mobile home.

(2) A mobile home uniform bill of sale shall be substantially in the following form:

VERMONT MOBILE HOME UNIFORM BILL OF SALE

NOTICE

Vermont statute requires that this Mobile Home Uniform Bill of Sale be signed by each Buyer and Seller, endorsed by the Town Clerk of the Town where the Mobile Home is located at the time of sale, and filed by Buyer with the Town Clerk of the Town where the Mobile Home will be located after the sale. A financing statement evidencing a security interest in the Mobile Home must be filed with the Secretary of State.

Seller or Transferor ("Seller"):

Name: .....

Street: .....

Town/State/ZIP: .....

County: .....  
Mailing Address (if different):  
Street: .....  
Town/State/ZIP: .....

Buyer or Transferee ("Buyer"):

Name: .....  
Street: .....  
Town/State/ZIP: .....  
County: .....

Mailing Address (if different):

Street: .....  
Town/State/ZIP: .....

If more than one Buyer, Buyers take title as:

- Joint tenants (co-owners with right of survivorship).
- Tenants by the entirety (joint tenancy of persons who are married).
- Tenants in common (individual interests without right of survivorship).
- .....

Mobile Home Being Sold or Transferred ("Mobile Home")

Specifications:

Make: .....  
Model: .....  
Year: .....  
Serial Number: .....  
Size: .....  
Color: .....

Current Location:

Street: .....  
Town/State/ZIP: .....  
County: .....

Owner of Real Property on which Mobile Home is Located:

Name: .....  
Street: .....  
Town/State/ZIP: .....

Mailing Address (if different):

Street: .....  
Town/State/ZIP: .....

Location of Mobile Home Following Sale

- Mobile Home will remain at current location.
- Mobile Home will be relocated to the following address:

Street: .....  
Town/State/ZIP: .....  
County: .....

Owner of Real Property on which Mobile Home will be Located:

Name: .....  
Street: .....  
Town/State/ZIP: .....

Mailing Address (if different):

Street: .....  
Town/State/ZIP: .....

Retail Installment Transaction

This sale constitutes a "retail installment transaction" as defined in 9 V.S.A. § 2351(4) and is subject to 9 V.S.A. chapter 59 (motor vehicle and mobile home retail installment sales financing).

KNOWN DEFICIENCIES IN "AS IS" SALES

In the case of an "as is" sale, the Seller is aware of the following deficiencies and defects of the Mobile Home:

\_\_\_\_\_  
\_\_\_\_\_

KNOWN LIENS

The Seller is aware of the following liens on the Mobile Home:

\_\_\_\_\_  
\_\_\_\_\_

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller hereby transfers to the Buyer the Mobile Home identified in this Bill of Sale, and Seller covenants with Buyer that Seller is the lawful owner of the Mobile Home, that it is free from all encumbrances, that Seller has good right to sell the Mobile Home, and that Seller will warrant and defend the same against the lawful claims and demands of all persons.

Seller Signature ..... Date .....  
Witness Signature ..... Date .....  
Buyer Signature..... Date .....  
Witness Signature ..... Date .....

TOWN CLERK ENDORSEMENT

TO BE COMPLETED BY TOWN CLERK WHERE MOBILE HOME IS CURRENTLY LOCATED PRIOR TO EXECUTION BY THE BUYER AND SELLER.

I hereby acknowledge that:

- all property taxes due and payable on the mobile home, but not the real property on which the mobile home is located if separately owned, have been paid in full as of the most recent assessment, or if the town collects taxes in installments pursuant to 32 V.S.A. § 4872, as of the most recent installment; or
- in the case of removal of a mobile home from the municipality, or of a sale, trade, or transfer that will result in the removal of the mobile home from the municipality, all property taxes assessed with regard to the mobile home, but not the mobile home site, have been paid.

Town Clerk Signature: ..... Date .....

(d) Relocation of mobile home.

Unless excluded under subdivision (b)(8) of this section, a mobile home shall not be moved over the highways of this State unless the operator of the vehicle hauling the mobile home has in his or her possession a copy of the mobile home uniform bill of sale endorsed pursuant to subsection (b) of this section. In addition to any penalty or remedy imposed under section 2607 of this title, a violation of this subsection shall be subject to the collection and enforcement provisions set forth in 32 V.S.A. § 5079.

(e) Mobile home rent to own agreements.

(1) Definition of rent to own agreements for mobile homes. For purposes of this subsection, "an agreement to purchase a mobile home on a rent-to-own, lease-purchase, or similar basis" means any agreement, other than an agreement to purchase a mobile home, that will be financed as residential real estate, under which:



(A) a buyer or lessee, however named, agrees to pay consideration in one or more installments to the owner of a mobile home, or to a third party designated by the owner of the mobile home to receive payment on behalf of the owner, for the right to use or occupy the mobile home; and

(B) upon full compliance with the terms of the agreement, the buyer or lessee, however named, is bound to become, or for no further or a merely nominal additional consideration, has the option of becoming, the owner of the mobile home.

(2) Requirements to consummate sale under rent to own agreements. An agreement to purchase a mobile home on a rent-to-own, lease-purchase, or similar basis shall not transfer ownership of the mobile home, or the rights, duties, and liabilities arising from ownership of the mobile home, unless and until:

(A) the buyer and seller execute a written retail installment contract complying with the requirements set forth in chapter 59 of this title; and

(B) a mobile home uniform bill of sale transferring the mobile home from the seller to the buyer is completed, endorsed, executed, and filed pursuant to subsection (b) of this section.

(3) Compliance; sale. Notwithstanding any provision of 9A V.S.A. Article 2 (uniform commercial code; sale of goods) to the contrary, an agreement to purchase a mobile home on a rent-to-own, lease-purchase, or similar basis that meets the requirements of subdivision (2) of this subsection shall constitute a "retail installment transaction" as defined in subdivision 2351(4) of this title, is subject to chapter 59 of this title, and shall not be subject to chapter 137 of this title relating to residential rental agreements.

(4) Failure to comply; lease. Notwithstanding any provision of 9A V.S.A. Article 2A (uniform commercial code; leases) to the contrary, an agreement to purchase a mobile home on a rent-to-own, lease-purchase, or similar basis that does not meet the requirements of subdivision (2) of this subsection shall constitute a residential rental agreement as defined in subdivision 4451(8) of this title, and shall be governed by chapter 137 of this title relating to residential rental agreements.

(f) Sale of mobile homes in non-rent to own transactions. Except for a mobile home that is financed or conveyed as real property:

(1) The sale of a mobile home under subsection (b) of this section, is a sale of goods under 9A V.S.A. Article 2 (uniform commercial code; sale of goods), except to the extent of a direct conflict with this section.

(2) The sale of a mobile home under this section is subject to the provisions governing express and implied warranties on the sale of goods set forth in 9A V.S.A. Article 2, Part 3, with the following modifications:

(A) the warranty of title in a contract of sale under 9A V.S.A. § 2-312 may be excluded or modified only by a written agreement that is executed by the buyer and seller prior to sale and clearly states any deficiency or limitation on the seller's title, as well as any security interest, lien, or encumbrance on the mobile home that excludes or modifies the warranty of title;

(B) in the case of a new mobile home, the implied warranty of merchantability under 9A V.S.A. § 2-314 and the implied warranty of fitness for a particular purpose under 9A V.S.A. § 2-315 may not be waived if the seller has notice that the mobile home will be used by the buyer as his or her primary residence; and

(C) in the case of a used mobile home, the implied warranty of merchantability under 9A V.S.A. § 2-314 and the implied warranty of fitness for a particular purpose under 9A V.S.A. § 2-315 may be waived only if the seller notifies the buyer in writing that the mobile home is being offered for sale "as is."

#### § 2603. FINANCING OF MOBILE HOMES; CREDITORS' REMEDIES; RETAIL INSTALLMENT CONTRACT DISCLOSURE

(a) Except as provided in subsection (b) of this section, a mobile home may be financed under chapter 59 of this title, or under subdivision 41a(b)(4) of this title.

(b) A mobile home that is or is intended to be permanently sited for continuous residential occupancy by the owner on land that is:

(1) Owned by the owner of the mobile home shall be financed as residential real estate.

(2) Leased by the owner of the mobile home may be financed as residential real estate.

(c) The holder of a retail installment contract, promissory note or other evidence of indebtedness, secured by collateral consisting of a mobile home, shall not have the prejudgment remedies provided in 9A V.S.A. § 9-609, 12 V.S.A. § 5331, V.R.C.P. 64 or V.R.C.P. 4.1, except where V.R.C.P. 64(b)(3) or V.R.C.P. 4.1(b)(3) applies, with respect to the mobile home. The holder of the retail installment contract may proceed in Superior Court by action to take possession of the mobile home under 9A V.S.A. § 9-609.

An action to take possession of a mobile home shall be heard by the Superior Court within 90 days of filing of the action.

(d) A mobile home which is permanently sited in a manner intended for continuous residential occupancy by the owner, on land owned or leased by its owner, shall be considered a homestead under 27 V.S.A. chapter 3.

(e) At the time a motor vehicle retail installment sales contract for purchase of a mobile home is taken, a retail seller shall provide to the potential buyer written disclosure in a form approved by the Commissioner of Financial Regulation. The disclosure shall clearly state that other financing options may be available for the purchase of the mobile home, including financing offered by the Vermont Housing Finance Agency, lenders licensed pursuant to 8 V.S.A. chapter 73, a financial institution as described in 8 V.S.A. § 11101(32), or a credit union. Any person who fails to comply with this subsection may be fined by the Commissioner no more than \$1,000.00 for each occurrence.

§ 2604. REAL ESTATE DEEDS FOR MOBILE HOMES

(a) Any mobile home purchased from a mobile home dealer on or after July 1, 2008 that is financed as residential real estate pursuant to subsection 2603(b) of this title shall be conveyed by a warranty deed drafted in substantially the form provided in subsection (c) of this section.

(b) An owner of a mobile home shall, upon financing or refinancing a mobile home as residential real estate or selling a mobile home that has been financed as residential real estate, issue to the grantee either a warranty deed or a quitclaim deed that is drafted in substantially the form provided in subsection (c) or (d) of this section.

(c) A deed that is substantially in the form provided in this subsection shall, when duly executed and delivered, have the force and effect of a deed in fee simple to the grantee, the heirs, successors, and assigns, to their own use, with covenants on the part of the grantor, for the grantor, the grantor's heirs, executors, and administrators that, at the time of the delivery of the deed, the grantor was lawfully seized in fee simple of the mobile home; that the mobile home was free from all encumbrances, except as stated; that the grantor had good right to sell and convey the same to the grantee, the grantee's heirs, successors, and assigns; and that the grantor and the grantor's heirs, executors, and administrators shall warrant and defend the same to the grantee and the grantee's heirs, successors, and assigns, against the lawful claims and demands of all persons. No owner of land on which a mobile home is sited shall unreasonably withhold the consent required by this statutory form.

Form for Mobile Home Warranty Deed

\_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_, ("Grantor"), for consideration paid, grants to \_\_\_\_\_ of Street, Town (City) of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_ ("Grantee"), with warranty covenants, the \_\_\_\_\_ (description of mobile home being conveyed: name of manufacturer, model and serial number and encumbrances, exceptions, reservations, if any) which mobile home is situated, or is to be situated, at \_\_\_\_\_ (state name of park, if any, and street address), Town (City) of \_\_\_\_\_, \_\_\_\_\_ County, State of Vermont.

The tract or parcel of land upon which the mobile home is situated, or is to be situated, is owned by \_\_\_\_\_ by deed dated and recorded at Book \_\_\_\_\_, Page \_\_\_\_\_ in the land records of the Town (City) of \_\_\_\_\_.

\_\_\_\_\_ (wife)(husband) of said Grantor, releases to said Grantee all rights and other interests therein. Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Here add acknowledgment)

\_\_\_\_\_, owner of the tract or parcel of land upon which the aforesaid mobile home is situated, or is to be situated, hereby consents to the conveyance of the mobile home. Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Here add acknowledgment)

[ ] Check box if the mobile home has been relocated from one site to another within Vermont, and attach a Relocation Statement in the form provided in 9 V.S.A. § 2606.

(d) A deed that is substantially in the form provided in this subsection shall, when duly executed and delivered, have the force and effect of a deed in fee simple to the grantee, the heirs, successors, and assigns, to their own use. No owner of land on which the mobile home is sited shall unreasonably withhold consent required by this statutory form.

Form for Mobile Home Quitclaim Deed

\_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_ ("Grantor"), for consideration paid, grants to \_\_\_\_\_ of \_\_\_\_\_ Street, Town (City) of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_ ("Grantee"), with quitclaim covenants, the (description of mobile home being conveyed: name of manufacturer, model and serial number and encumbrances, exceptions, reservations, if any) which mobile home is situated, or is to be situated, at \_\_\_\_\_ (state name of park, if any, and street address), Town (City) of \_\_\_\_\_ County, State of Vermont.

The tract or parcel of land upon which the mobile home is situated, or is to be situated, is owned by \_\_\_\_\_ by deed dated \_\_\_\_\_ and recorded at Book \_\_\_\_\_, Page \_\_\_\_\_, in the land records of the Town (City) of \_\_\_\_\_.

\_\_\_\_\_ (wife)(husband) of said Grantor releases to said Grantee all rights and other interest therein.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Here add acknowledgment)

\_\_\_\_\_, owner of the parcel of land upon which the aforesaid mobile home is situated, or is to be situated, hereby consents to the conveyance of the mobile home. Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Here add acknowledgment)

[ ] Check box if the mobile home has been relocated from one site to another within Vermont, and attach a relocation statement in the form provided in 9 V.S.A. § 2606.

§ 2605. MOBILE HOME BILL OF SALE CONVERSION PROCESS

The owner of any mobile home that was initially financed pursuant to a motor vehicle loan, motor vehicle retail installment contract, or another form of chattel mortgage shall, if the mobile home is subsequently financed as residential real estate pursuant to subsection 2603(b) of this title, file a request for purging of the security interest with the clerk of the municipality where the chattel mortgage for the mobile home was last recorded.

(1) A request to purge the security interest of a mobile home shall include the most recent Vermont uniform bill of sale or certificate of origin, the terminated UCC financing statement or statements, and an executed warranty or quitclaim deed, which shall be drafted substantially in the form provided in section 2604 of this title.

(2) Upon the filing of a request to purge the security interest of a mobile home with the clerk of the municipality where the chattel mortgage for the mobile home was last recorded, and upon the owner's procuring the consent of the holders of any security interest in the mobile home shown to be unreleased, the mobile home shall become residential real estate.

(3) Upon receiving a request to purge the security interest of a mobile home, the municipal clerk shall mark or stamp the originally filed Vermont uniform bill of sale or certificate of origin with the word "converted."

(4) A mobile home that has been converted to residential real estate shall not be converted or redefined as personal property.

§ 2606. RELOCATING MOBILE HOMES TO ANOTHER MUNICIPALITY OR STATE

(a) If a deed for any mobile home is recorded by the clerk of the municipality in which the mobile home is sited, and if that mobile home is relocated to another site within the State of Vermont, the owner of the mobile home shall, within 10 days of the relocation, do all the following:

(1) File with the clerk of the municipality where the deed was last recorded a relocation statement substantially in the form provided in this subsection.

(2) File with the clerk of the municipality where the mobile home is relocated a copy of the relocation statement as required by subdivision (1) of this subsection, together with the deed filed with the clerk of the municipality where the mobile home was previously sited. If the records of a municipality in which the deed or conveyance is recorded are destroyed, an attested copy of the deed or other conveyance from the county clerk shall have the same validity as a copy from the municipal clerk's office.

(3) Provide a copy of the relocation statement filed pursuant to subdivision (1) of this subsection to the holders of any unreleased, recorded security interests in the mobile home.

Form for Relocation Statement

\_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_, is the owner of (description of mobile home: name of manufacturer, model and serial number and encumbrances, exceptions, reservations, if any), which mobile home has been relocated. The mobile home was previously located at \_\_\_\_\_ (state name of park, if any, and street address), Town (City) of \_\_\_\_\_, \_\_\_\_\_ County, State of Vermont and title, if any, to the same was recorded at Book \_\_\_\_\_, Page \_\_\_\_\_, in the records of the Town (City) of \_\_\_\_\_.

The mobile home is/has been relocated to \_\_\_\_\_ (state name of park, if any, and street address), Town (City) of \_\_\_\_\_, \_\_\_\_\_ County, State of Vermont and title, if any, to the same was recorded at Book \_\_\_\_\_, Page \_\_\_\_\_, in the records of the Town (City) of \_\_\_\_\_.

The tract or parcel of land upon which the mobile home is situated is owned by \_\_\_\_\_ by deed dated \_\_\_\_\_ and recorded at Book \_\_\_\_\_, Page \_\_\_\_\_ in the land records of the Town (City) of \_\_\_\_\_.

The mobile home is subject to an existing mortgage by \_\_\_\_\_ in favor of \_\_\_\_\_, recorded at Book \_\_\_\_\_, Page \_\_\_\_\_, in the land records of the Town (City) of \_\_\_\_\_.

If the relocation is to a municipality in Vermont other than the municipality in which the deed to the Grantor was recorded, a duplicate original of the deed to the Grantor shall be recorded in the land records of the municipality of the relocation at the same time this statement is recorded.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(b) An out-of-state transfer statement substantially in the form provided in this subsection shall, when duly executed and recorded by the clerk of the municipality in which the mobile home was previously located, have the force and effect of transferring title of the mobile home to the grantee, the grantee's heirs, successors, and assigns and terminating the record title or deed of the mobile home in the municipal records under circumstances by which the mobile home is relocated outside this State. No owner of land on which a mobile home is sited shall unreasonably withhold the consent required by this statutory form. No mobile home may be relocated to a site outside this State unless all holders of liens, attachments, or encumbrances, if any, consent in writing on the transfer statement.

Form for Out-of-State Transfer Statement

\_\_\_\_\_, of \_\_\_\_\_, County, State of \_\_\_\_\_ ("Grantor"), for consideration paid, grants to \_\_\_\_\_, (complete mailing address) \_\_\_\_\_, of \_\_\_\_\_ Street, Town (City) of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_ ("Grantee"), the \_\_\_\_\_ (Description of mobile home being conveyed: name of manufacturer, model and serial number and encumbrances, exceptions, reservations, if any) which mobile home was situated at \_\_\_\_\_ (state name of park, if any, and street address), Town (City) \_\_\_\_\_ of \_\_\_\_\_ County, State of Vermont.

The tract or parcel of land upon which the mobile home was situated is owned by \_\_\_\_\_ by deed \_\_\_\_\_ dated \_\_\_\_\_ and recorded at Book \_\_\_\_\_, Page \_\_\_\_\_ in the \_\_\_\_\_ County Registry of Deeds.

\_\_\_\_\_ (wife)(husband) of said Grantor, releases to said Grantee all rights and other interest therein. The mobile home is transferred subject to an existing mortgage by \_\_\_\_\_ in favor

of \_\_\_\_\_, recorded at Book \_\_\_\_\_, Page \_\_\_\_\_, in the land records of the Town (City) of \_\_\_\_\_, State of Vermont.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Here add acknowledgment)

\_\_\_\_\_, owner of the tract or parcel of land upon which the aforesaid mobile home was situated, hereby consents to the conveyance of the mobile home.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Here add acknowledgment)

\_\_\_\_\_, holder of (lien, attachment or encumbrance) hereby consent to the conveyance of the aforesaid mobile home, subject to condition that the aforesaid (lien, attachment or encumbrance) shall remain in force and effect thereon.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Here add acknowledgment)

(c) An attachment, mortgage, security interest, lien, or other encumbrance on a mobile home, when properly perfected, shall be enforceable until released or discharged notwithstanding the relocation of the mobile home within or outside this State.

§ 2607. PENALTY

A person who violates a provision of this chapter:

(1) except for violations of subsection 2603(e) of this title, shall be fined not more than \$5,000.00 for each occurrence; and

(2) shall be subject to all the remedies and penalties available to a consumer and the Attorney General under chapter 63 of this title.

§ 2608. MUNICIPAL ACTION FOR SALE OF ABANDONED MOBILE HOME

(a) In the alternative to the process for foreclosure of a tax lien on a mobile home pursuant to 32 V.S.A. chapter 133, a municipality shall have the authority to commence an action to sell at public auction an abandoned mobile home located within the municipality pursuant to this section.

(b) A municipality shall file a verified complaint in the Civil Division of the Superior Court for the county in which the municipality is located, which shall be entitled "In re: Abandoned Mobile Home of [name of owner]," and shall include the following information:

- (1) The physical location and address of the mobile home.
- (2) The name and last known mailing address of the owner of the mobile home.
- (3) A description of the mobile home, including make, model, and serial number, if available.

(4) The names and addresses of creditors, holders of housing subsidy covenants, or others having an interest in the mobile home based on liens or notices of record in the municipality offices or the Office of the Secretary of State.

(5) The facts supporting the claim that the mobile home has been abandoned.

(6) The name of a person disinterested in the mobile home or of a municipality employee who will be responsible for the sale of the mobile home at a public auction.

(7) A statement of the amount of taxes, fees, and other charges due or which will become due to the municipality.

(8) If the mobile home is located on leased land, the name and address of the landowner.

(c) A municipality may request an order approving transfer of a mobile home which is unfit for human habitation to the municipality without a public sale by filing a verified complaint containing the information required in subsection (a) of this section and the facts supporting the claim that the mobile home is unfit for human habitation.

(d) When a verified complaint is filed under this section, the clerk of the Civil Division of the Superior Court shall set a hearing to be held at least 15 days but no later than 30 days after the filing of the complaint.

(e) Within five days after filing the verified complaint, the municipality shall post a copy of the verified complaint and order for hearing on the mobile home and send a copy of the verified complaint and order for hearing by certified mail, return receipt requested, to the mobile home owner's last known mailing address, to the landowner if the mobile home is located on leased land, and to all lien-holders of record.

(f) The municipality shall publish the verified complaint and order for hearing in a newspaper of general circulation in the municipality where the mobile home is located. The notice shall be published no later than five calendar days before the date of hearing.

(g) If prior to or at the hearing any lien-holder certifies to the Court that the lien-holder has paid to the municipality all taxes, charges, and fees due the municipality and will commence or has commenced proceedings to enforce the lien and will continue to pay municipal taxes, charges, and fees during the proceedings under this section, the Court shall, upon confirmation of the representations of the lien-holder, stay the action under this section pending completion of the lien-holder's action.

(h) At the hearing, the municipality shall prove ownership of the mobile home; abandonment of the mobile home; the amount of taxes, fees, and other charges due the municipality; and the amount of attorney's fees claimed. The municipality shall also prove compliance with the notice requirements of subsections (e) and (f) of this section. Whether a mobile home is abandoned shall be a question of fact determined by the Court.

(i) If the Court finds that the municipality has complied with subsection (h) of this section, the Court shall enter an order approving the sale of the mobile home at a public auction to be held within 15 days of the date of the order. The municipality shall send the order by first-class mail to the mobile home owner, to the landowner if the mobile home is located on leased land, and to all lien-holders of record. The order shall require all the following:

(1) That the sale shall be conducted by the person identified in the verified complaint or some other person approved by the Court.

(2) That notice of the sale shall be published in a newspaper of general circulation in the municipality where the mobile home is located and sent by first-class mail to the mobile home owner, to the landowner if the mobile home is located on leased land, and to all lien-holders of record. The notice of sale shall be published no later than three calendar days before the date of sale.

(3) That the terms of sale provide for conveyance of the mobile home by real estate deed or by uniform mobile home bill of sale, as appropriate under this chapter, executed on behalf of the mobile home owner pursuant to the order of the Court by the person authorized by the Court, in "as is" condition, and free and clear of all liens and other encumbrances of record.

(4) A minimum bid established by the Court sufficient to cover the total costs listed in subdivisions (7)(A)-(D) of this subsection. The mobile home shall be sold to the highest bidder over the minimum bid set by the Court; provided, however, that if no bid meets or exceeds the minimum bid set by the Court, the Court shall order transfer of the mobile home to the municipality upon payment of costs due to the person who conducted the sale.

(5) The successful bidder, if other than the municipality:

(A) shall make full payment at the auction if the bid does not exceed \$2,000.00; or

(B) if the bid exceeds \$2,000.00, shall provide a nonrefundable deposit at the time of the auction of at least \$2,000.00 or 25 percent of the bid, whichever is greater, and shall make full payment within three working days after the auction.

(6) A successful bidder, if other than the municipality, shall remove the mobile home from its current location within five working days after the auction unless the municipality permits the mobile home to remain on the site or permits removal of the mobile home at a later date. If the mobile home is located on leased land, the mobile home shall be removed within five days unless the landowner grants permission to the successful bidder, including the municipality, for the mobile home to remain on the leased land.

(7) The person who conducted the public sale shall report to the Court the results of the sale, the proposed distribution of the proceeds of the sale, and the bank in which any excess proceeds are deposited and shall send a copy of the report to the mobile home owner, the municipality, the landowner if the mobile home is located on leased land, and all lien-holders of record by certified mail, return receipt requested, within three working days after the sale. Anyone claiming impropriety in the conduct of the sale may file an objection with the Court within seven days after the sale. The filing of an objection shall not invalidate the sale or delay transfer of ownership of the abandoned mobile home. If an objection is filed and if the Court finds impropriety in the conduct of the sale, the Court may order distribution of the proceeds of the

sale as is fair, taking into account the impropriety. If no objection is filed with the Court, on the eighth day after the sale, the proceeds shall be distributed as follows:

- (A) to the person conducting the sale for costs of the sale;
- (B) to the municipality for court costs, publication and mailing costs, and attorney's fees incurred in connection with the action in an amount approved by the Court;
- (C) to the municipality for taxes, penalties, and interest owed in an amount approved by the Court;
- (D) to the landowner for unpaid lot rent if the mobile home is located on leased land; and
- (E) the balance to a bank account in the name of the mobile home municipality as trustee, for the benefit of the mobile home owner and lien-holders of record, to be distributed pursuant to further order of the Court.

(j) Notwithstanding provisions of this section and 10 V.S.A. § 6249 (sale of abandoned mobile home by park owner) to the contrary, if an action is commenced by a municipality pursuant to this section and by a mobile home park owner pursuant to 10 V.S.A. § 6249 for the sale of the same abandoned mobile home within 30 days of one another, the Court shall consolidate the cases and shall distribute the proceeds of a sale as follows:

- (1) to the person conducting the sale for costs of the sale;
- (2) to the municipality and the park owner equitably in the discretion of the Court:
  - (A) for court costs, publication and mailing costs, and attorney's fees incurred in connection with the action in an amount approved by the Court;
  - (B) for taxes, penalties, and interest owed the municipality in an amount approved by the Court; and
  - (C) for rent and other charges owed to the park owner in an amount approved by the Court; and
- (3) the balance to a bank account in the name of the mobile home municipality as trustee for the benefit of the mobile home owner and lien-holders of record, to be distributed pursuant to further order of the Court.

(k) If a municipality requests an order approving transfer of a mobile home to the municipality without a public sale, the Court shall approve that order if it finds that the municipality has complied with subsection (h) of this section and has proved that the mobile home is unfit for human habitation. In determining whether a mobile home is unfit for human habitation, the Court shall consider whether the mobile home:

- (1) contains functioning appliances and plumbing fixtures;
- (2) contains safe and functioning electrical fixtures and wiring;
- (3) contains a safe and functioning heating system;
- (4) contains a weather-tight exterior closure;
- (5) is structurally sound; and
- (6) is reasonably free of trash, debris, filth, and pests.

### ***Financing a Mobile Home as Personal Property – 9 V.S.A. Chapter 59 (§§ 2351-2362)***

#### **§ 2351. DEFINITIONS**

As used in this chapter only, unless the context otherwise requires:

- (1) "Motor vehicle" means and is limited to the following:
  - (A) all vehicles propelled or drawn by power other than muscular power, except when two or more such vehicles are purchased at the same time;
  - (B) trailers and semi-trailers, as defined in 23 V.S.A. § 4(40), except when two or more such trailers or semi-trailers are purchased at the same time.
  - (C) mobile home as defined in 10 V.S.A. § 6201.
- (2) "Retail buyer" or "buyer" means a person who agrees to buy or buys a motor vehicle other than principally for the purpose of resale, or other than principally for a commercial purpose, from a retail seller in a retail installment transaction.
- (3) "Retail seller" or "seller" means a person engaged in the business of selling motor vehicles to retail buyers in retail installment transactions and includes an owner of a mobile home park who sells mobile homes to residents of the park, whether or not the sales are the principal business of the park owner.

(4) "Retail installment transaction" or "transaction" means any transaction in which a retail buyer purchases a motor vehicle from a retail seller under a retail installment contract for a time sale price consisting of a cash sale price and other amounts as limited by this chapter and agrees to pay part or all of the price in one or more deferred installments. The term shall include every transaction wherein the promise or agreement to pay the deferred balance of such price is made by the retail buyer to the retail seller notwithstanding the existence or occurrence of any one or more of the following events:

(A) that the retail seller has arranged or arranges to sell, transfer, or assign the retail buyer's obligation;

(B) that the amount of the finance charge is determined by reference to charts or information furnished by a financing institution;

(C) that the forms of instruments used to evidence the retail installment transaction are furnished by a financing institution; and

(D) that the credit standing of the retail buyer is or has been evaluated by a financing institution.

(5) "Retail installment contract" or "contract" means a contract entered into in this state evidencing a retail installment transaction under which the title to or a lien or security in the motor vehicle, which is the subject matter of the transaction, is retained or taken to secure the retail buyer's obligations. The term includes a chattel mortgage, conditional sale contract, and a contract in the form of a bailment or a lease if the bailee or lessee contracts to pay as compensation for use a sum substantially equivalent to or in excess of the value of the motor vehicle sold and it is agreed that the bailee or lessee is bound to become, or, for no further or a merely nominal consideration, has the option of becoming, the owner of the motor vehicle upon full compliance with the provisions of the bailment or lease. The term shall also include any amendment of the retail installment contract in which the parties agree to renew, restate, or reschedule the unpaid balance thereof, or to extend the scheduled due date of all or any part of any installment or installments.

(6) "Cash price" means the minimum price for which the motor vehicle, including accessories, subject to the retail installment contract or another motor vehicle of like kind and quality, including similar accessories, may be purchased for cash from the seller by the buyer.

(7) "Official fees" means the amount of the fees prescribed by law for filing, recording, or otherwise perfecting a retained title, lien, or other security interests created in a retail installment transaction.

(8) "Principal balance" means the cash sale price of the motor vehicle plus the amounts, if any, included in the retail installment contract, if a separate identified charge is stated therein, for insurance and other benefits and official fees, less the amount of the buyer's down payment, if any, in money or goods or both.

(9) "Finance charge" means the estimated amount to be added to the principal balance to determine the balance of the buyer's indebtedness to be paid under a retail installment contract.

(10) "Sales finance company" means a person engaged in the business of purchasing or otherwise acquiring from one or more sellers retail installment contracts.

(11) "Holder" means the retail seller of the motor vehicle or the sales finance company or other assignee if the retail installment contract is purchased or otherwise acquired by a sales finance company or other assignee.

(12) "Administrator" means the Commissioner of Financial Regulation.

(13) "Person" means an individual, partnership, joint venture, corporation, banking organization, association, or any other group however organized.

(14) Words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

(15) "Commercial purpose" means a purpose related to the production, exhibition, marketing, transportation, processing, or manufacture of goods or services by any person, where the cash price of the motor vehicle, exclusive of any finance charges, exceeds the sum of \$20,000.00.

(16) "Commercial lease" means a transfer of the right to possession and use of a motor vehicle for a term in return for consideration (including leases intended as security), and where the vehicle is to be used by the lessee primarily for commercial, industrial, or agricultural use and not for personal, family, or household use.

#### § 2354. INVESTIGATIONS AND COMPLAINTS; POWERS OF ADMINISTRATOR

(a) The Administrator, if he or she has reasonable cause to believe that any licensee or other person has violated any of the provisions of this chapter, may make such investigation as he or she shall deem necessary, and, to the extent necessary for this purpose, the Administrator or his or her authorized



representative may examine the licensee or any other person and shall have the power to compel the production of all relevant books, records, and documents.

(b) Any buyer having reason to believe that this chapter has been violated with respect to this retail installment contract, may file with the Administrator a written complaint setting forth the details of the alleged violation.

(c) The Administrator may issue subpoenas to compel the attendance of witnesses and the production of books, records, documents, and other evidence before him or her in any matter over which he or she has jurisdiction, control or supervision pertaining to this chapter. The Administrator shall have the power to administer oaths and affirmations to any person whose testimony is required.

#### § 2355. REQUIREMENTS AND PROHIBITIONS AS TO RETAIL INSTALLMENT CONTRACTS

(a) Each retail installment contract shall be in writing, dated, signed by both the buyer and the seller, and completed as to all essential provisions before it is signed by the buyer. A retail installment contract need not be contained in a single document.

(b) The printed portion of the retail installment contract, other than instructions for completion, shall be in a size equal to at least eight point type. The contract shall contain substantially the following notice in a size equal to at least 10 point bold type and shall appear directly above the buyer's signature:

(c) A retail installment contract shall also contain, in a size equal to at least 10 point bold type, a specific statement that liability insurance coverage for bodily injury and property damage caused to others is not included, if that is the case.

(d) The seller shall deliver to the buyer at the time of the execution of the contract and if it contains blank spaces as provided in subsection (j) of this section, mail to him or her at his or her address shown on the retail installment contract, a copy of the contract as accepted by the seller. Until the seller does so, a buyer who has not received delivery of the motor vehicle may rescind his or her contract and receive a refund of all payments made and a return of all goods traded in to the seller on account of or in contemplation of the contract, or if the goods traded in cannot be returned, the value thereof. Any acknowledgment by the buyer of delivery of a copy of the retail installment contract shall be in a size equal to at least 10 point bold type and shall appear directly above the buyer's signature.

(e) The retail installment contract shall contain the names of the seller and the buyer, the place of business of the seller, the residence or other address of the buyer as specified by the buyer, and a description of the motor vehicle sold or to be sold.

(f)(1) The retail installment contract shall contain the following items:

(A) The cash price of the motor vehicle.

(B) The amount of the buyer's down payment, if any, specifying the amounts paid in money and in goods traded in.

(C) The difference between items (A) and (B) of this subdivision.

(D) The amount, if any, paid or to be paid by the seller pursuant to an agreement with the buyer to discharge a security interest, lien interest, or lease interest on the traded-in motor vehicle, the amount, if any, for insurance including the cost of credit life insurance at a rate authorized by rate schedules then in effect and on file with the Commissioner of Financial Regulation, the cost, if any, of physical damage insurance specifying the type or types and the term of coverage, the cost, if any, for service contracts as defined in 8 V.S.A. § 4247, and the reasonable cost, if any, for a debt protection agreement as set forth in 8 V.S.A. § 10405.

(E) The amount of all official fees and a separate identified charge shall be shown therefor.

(F) The principal balance, which is the sum of items (C), (D), and (E) of this subsection.

(G) The amount of the finance charge.

(H) The sum of items (F) and (G) of this subsection, which is the balance to be paid by the buyer to the seller, the number of installments, the amount of each installment and the due date or period thereof and notice to the borrower as to the effect of early or late payments.

(I) The total time price, which is the sum of items (A), (D), (E), and (G) of this subsection.

(J) A disclosure form completed by the automobile dealership containing at least the allowance for the trade-in, amount owed on the trade-in, or lease, cash price, amount financed on the motor vehicle retail installment contract, the amount financed on the motor vehicle retail installment contract as a percentage of the cash price of the vehicle and signature blocks for the buyer will be provided to the buyer who finances a motor vehicle utilizing a motor vehicle retail installment sales contract at the dealership. The unexecuted disclosure form will be provided to the buyer prior to consummation of the transaction and

will be signed by the buyer at the time the buyer signs the motor vehicle retail installment contract. The disclosure will be on a form prescribed by the Commissioner on or before July 1, 2006 and as thereafter amended by the Commissioner by rule.

(2) The above items need not be stated in the sequence or order set forth; additional items may be included but only to explain the calculations involved in determining the balance to be paid by the buyer as set forth above. No other charges shall be made by the seller.

(g) The amount, if any, stated and included in the retail installment contract for insurance to be purchased by the holder, shall not exceed the applicable premiums chargeable in accordance with filings, if any, with the Department of Financial Regulation. If the insurance for which the stated amount is included insures the life, safety, or health of the buyer, or their interest in or their liability because of the motor vehicle, and is purchased by the holder, the holder shall, within 30 days after the execution of the retail installment contract, send or cause to be sent to the buyer a policy or policies of insurance, written by an insurance company authorized to do business in this State, or a certificate or certificates thereof. The policy or policies shall set forth all the terms, exceptions, limitations, restrictions, and conditions of the contract or contracts of insurance and the certificates shall set forth a summary thereof. The insurance may be purchased by the holder. However, the buyer may purchase the insurance from an agent or broker of his or her own selection, and select an insurance company acceptable to the holder, which acceptance shall not be arbitrarily or unreasonably withheld, but in that case the inclusion of the insurance premium in the retail installment contract shall be optional with the seller. If the insurance is cancelled, or the premium adjusted, any refund of the premium received by the holder shall be credited to the outstanding principal balance of the contract, except to the extent applied toward payment for similar insurance protecting the interest of the buyer and the holder or either of them.

(h)-(i) Repealed.]

(j) A retail installment contract shall not be signed by any party thereto when it contains blank spaces of items which are pertinent to the transaction and which should be completed. However, if delivery of the motor vehicle is not made at the time of the execution of the contract, the identifying numbers or marks or similar information and the due date of the first installment may be inserted in the contract after its execution.

(k) Upon written request of the buyer, the holder of a retail installment contract shall give or forward to the buyer a written statement of the dates and amounts of installment payments and the total amount unpaid under the contract. A buyer shall be given a written receipt for any payment when made in cash. One statement or receipt shall be given the buyer without charge; if any additional statement or receipt is requested by the buyer, it shall be supplied by the holder at a charge not in excess of \$1.00 for each additional statement or receipt so supplied.

(l) A provision in a retail installment contract relieving the seller from liability for any legal remedies which the buyer may have against the seller shall not be enforceable.

(m) The holder of any retail installment contract may collect a reasonable delinquency charge if provided for in the contract. In addition, where collection is referred for payment to an attorney who is not a salaried employee of the holder of the contract, the contract may provide for the payment of an attorney's reasonable fee and for court costs and disbursements and also for actual and reasonable out-of-pocket expenses incurred after referral in connection with the delinquency, repossession, or foreclosure, including storage charges, reconditioning expenses, and collection expenses.

#### § 2356A. FINANCE CHARGE LIMITATION AND METHOD OF CALCULATION

The interest rates for motor vehicle financing shall be that authorized by subdivision 41a(b)(4) of this title, and the method of interest calculation shall be as specified in subsection 41a(d) of this title.

#### § 2357. PREPAYMENT

Notwithstanding the provisions of any retail installment contract to the contrary, any buyer may prepay it in full at any time before maturity without penalty.

#### § 2358. REFINANCING RETAIL INSTALLMENT CONTRACTS

(a) The holder of a retail installment contract, upon request by the buyer, may agree to an amendment thereto to extend the scheduled due date of all or any part of any installment or installments or to renew, restate, or reschedule the unpaid balance of the contract.

(b) The amendment to the contract must be confirmed in writing signed by the buyer and the holder. The writing shall set forth the terms of the amendment, and shall either be delivered or mailed to the buyer at the address as shown on the contract. The writing together with the original contract and any previous amendments thereto shall constitute the retail installment contract.

#### § 2359. CASES NOT PROVIDED FOR; SCOPE

This chapter shall not affect or apply to any loans or to the business of making loans under the laws of this State, nor shall any of the provisions of the loan or interest statutes of this State affect or apply to any retail installment transaction. Nothing in this chapter shall be construed to impair or in any way affect any rule of law applicable to or governing retail installment sales not otherwise subject hereto. This chapter shall apply exclusively to all retail installment transactions as defined in section 2351 of this title. This chapter shall not apply to commercial leases.

#### § 2360. WAIVER

No act or agreement of the retail buyer before or at the time of the making of a retail installment contract shall constitute a valid waiver of any of the provisions of this chapter.

#### § 2361. PENALTIES

(a) In case of failure of any person to comply with any of the provisions of this chapter, such person or any person who acquires a contract or installment account with knowledge of such noncompliance is barred from recovery of any finance charge or of any delinquency, collection, deferral, or refinance charge imposed in connection with such contract or installment account and the buyer shall have the right to recover from such person an amount equal to any of such charges paid by the buyer with interest thereon from the time of payment and all expenses of collection including reasonable attorney's fees, in a civil action on this statute.

(b) In any case in which a person willfully violates any provision of this chapter, except as provided in subsection (c) of this section, the buyer may recover from such person an amount equal to two times the total of the estimated finance charges and any delinquency, collection, extension, deferral, or refinance charges imposed, contracted for, or received, and the seller shall be barred from the recovery of any such charges. The buyer shall also recover reasonable attorney's fees as determined by the court.

(c) A person shall not knowingly or willfully make any retail installment contract under this chapter which directly or indirectly calls for the payment of any finance charges in excess of the legal rate as set forth in this chapter. A contract violating this section shall be unenforceable and a person shall have no right to collect any principal, finance, or other charges.

(d) Notwithstanding the provisions of this section, any failure to comply with any provision of the chapter may be corrected by the holder in accordance with the provisions of this section, provided that a willful violation may not be corrected, and a correction which will increase the amount owed by the owner or the amount of any payment shall not be effective unless the buyer concurs in writing to the correction. If a violation is corrected by the holder in accordance with the provisions of this section, neither the seller nor the holder shall be subject to any penalty under this section. The correction shall be made by delivering to the buyer a corrected copy of the contract within 60 days of the execution of the original contract by the buyer. Any amount improperly collected from the buyer shall be credited against the indebtedness evidenced by the contract.

(e) Any person who shall willfully and intentionally violate any provisions of this chapter shall be fined not more than \$100.00 for the first offense. Upon conviction for violating this section in any transaction entered into or consummated after a first conviction hereunder, the offender shall be fined not more than \$1,000.00 or imprisoned for not more than one year, or both.

#### § 2362. PROHIBITION ON DISCRIMINATION BASED ON SEX, SEXUAL ORIENTATION, GENDER IDENTITY, MARITAL STATUS, RACE, COLOR, RELIGION, NATIONAL ORIGIN, AGE, OR DISABILITY

No seller shall discriminate against any buyer or prospective buyer who desires to establish a retail installment contract because of the sex, sexual orientation, gender identity, marital status, race, color, religion, national origin, age, or disability of the buyer.

### 3. Taxing a Mobile Home – 32 V.S.A. § 5079; § 5061; 5828; chapter 233

#### § 5079. SALE OR TRANSFER OF MOBILE HOMES; COLLECTION OF TAXES

(a) A transfer of ownership of a mobile home shall be made pursuant to the requirements set forth in 9 V.S.A. chapter 72.

(d) A mobile home removed from a town without a mobile home uniform bill of sale endorsed by the clerk of the municipality where the mobile home was located as required by 9 V.S.A. § 2602 may be taken into possession by any sheriff, deputy sheriff, constable, or police officer, or by the treasurer or tax collector of the town in which the mobile home was last listed if known, or by the Commissioner of Taxes if that town is unknown. A mobile home taken into possession under this section shall be in the constructive custody of the official, who shall control the use and movement of the mobile home. In taking possession, the authorized officer may proceed without judicial process only in the event that the taking of possession can be done without breach of the peace. Proceedings for collection of the taxes assessed against and due with respect to the mobile home shall then be conducted in accordance with subchapter 9 of chapter 133 of this title.

(e) Taxes assessed against a mobile home shall be considered due for purposes of this section as of the date of removal of the mobile home from the town in which the mobile home was last listed, and the owner shall be liable for fees provided for in section 1674 of this title from the date of removal.

(f) The treasurer or tax collector of any town from which a mobile home is removed without an endorsed mobile home uniform bill of sale as required by 9 V.S.A. § 2602(b) may notify the Director of Property Valuation and Review of the removal giving a description of the mobile home by serial or other number if known. If the Director is notified of the seizure of a mobile home as provided in subsection (d) of this section, he or she shall immediately notify the treasurer or tax collector of the town, if known, in which the mobile home was last listed on the grand list.

(g) Taxes lawfully assessed upon a mobile home shall attach as a lien on the mobile home as provided in section 5061 of this title.

#### § 5061. FORCE AND EFFECT OF LIEN

(a) Commencing with the date of the filing by the listers of the grand list in the office of the town clerk of the town, taxes lawfully assessed upon real estate shall be a first lien thereon, underlying all mortgages, attachments, liens, or other encumbrances thereon, and all estates for the term of a natural life or lives, for a term of years or for any other duration. Such lien shall remain in full force and effect for a period of 15 years and it may be enforced separately against each parcel of real estate upon which a tax has been voted or assessed. Notice to all parties having an interest in such land shall be given as provided by law or as directed by the Court. Courts at law may issue such execution as the facts warrant, to impress such lien on such real estate.

(b) When the taxes secured by a lien in accordance with this section remain unpaid more than two years after the creation of such lien, such lien may be foreclosed in the same manner as provided by law for the foreclosure of mortgages on real estate. In such case, the parties having an interest in the land on record in the town clerk's office shall be given notice as directed by the presiding judge of the Superior Court. The judge in his or her final decree shall appoint a commissioner who shall be bonded before entering upon his or her duties in an amount set by the judge to sell with the approval of the judge the real estate after time for redemption has expired, which period of redemption shall run for one full year from the date of the decree. The commissioner shall be empowered to execute a conveyance to the purchaser, apply the proceeds of the sale to the amount found due the town, including costs, in the decree, the expense of the sale, which shall include the commissioner's compensation and expenses, and a reasonable fee for the town's solicitor. The commissioner shall first pay out of the proceeds, the expense of sale, the town solicitor's fee and the amount due the town with costs, in order named. The residue, if any, shall be disposed of by the commissioner, with the approval of the judge, in the same manner as proceeds from foreclosure of chattel mortgages. As directed by the judge, the Commissioner shall report his or her doings to the judge, and such report shall be accepted by the judge and judgment rendered thereon before the commissioner is discharged from his or her duties.

## ***Regulation of Mobile Home Parks - 10 V.S.A. Chapter 153***

### ***Subchapter 1: General Provisions***

#### **§ 6201. Definitions**

As used in this chapter, unless the context requires otherwise:

- (1) "Mobile home" means:
  - (A) a structure or type of manufactured home, including the plumbing, heating, air-conditioning, and electrical systems contained in the structure, that is:
    - (i) built on a permanent chassis;
    - (ii) designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities;
    - (iii) transportable in one or more sections; and
    - (iv)(I) at least eight feet wide, 40 feet long, or when erected has at least 320 square feet; or (II) if the structure was constructed prior to June 15, 1976, at least eight feet wide or 32 feet long; or
      - (B) any structure that meets all the requirements of this subdivision (1) except the size requirements, and for which the manufacturer voluntarily files a certification required by the U.S. Department of Housing and Urban Development and complies with the construction and safety standards established under Title 42 of the U.S. Code.
  - (C) [Repealed.]
- (2) "Mobile home park" means any parcel of land under single or common ownership or control which contains, or is designed, laid out, or adapted to accommodate, more than two mobile homes. Nothing herein shall be construed to apply to premises used solely for storage or display of mobile homes. Mobile home park does not mean any parcel of land under the ownership of an agricultural employer who may provide up to four mobile homes used by full-time workers or employees of the agricultural employer as a benefit or condition of employment or any parcel of land used solely on a seasonal basis for vacation or recreational mobile homes.
- (3) "Public highway" means a public highway as defined in 19 V.S.A. § 1 except within the perimeter of a mobile home park.
- (4) [Repealed.]
- (5) "Leaseholder" means a resident lawfully occupying a mobile home owned by the park owner or the owner of a mobile home sited on a mobile home lot in a mobile home park regardless of whether the leaseholder has actual possession of a written lease.
- (6) "Mobile home park resident" or "resident" means an individual, individuals, or family who occupies a mobile home on a permanent or temporary basis in a mobile home park as that term is defined in subdivision (2) of this section.
- (7) "Mobile home park owner" or "park owner" means the owners, operators, officers, or managing agents of a mobile home park as well as any person acting through any corporate or other device who has the practical authority to establish rules, policies, or other requirements for the operation of the mobile home park. The term shall not include a stockholder for a corporation owning stock in a mobile home park unless such stockholder has a controlling interest in the corporation and has the practical authority to establish rules, policies, or other requirements for the operation of the mobile home park.
- (8) "Department" means the Department of Housing and Community Development.
- (9) "Good faith" means honesty in fact and the observance of reasonable standards and fair dealing, such that each party shall respond promptly and fairly to offers from the other party.
- (10) "Lot rent" means a charge assessed on a mobile home park resident for the occupancy of a mobile home lot, but does not include charges permitted under section 6238 of this title.
- (11) "Commissioner" means the Commissioner of Housing and Community Development.
- (12) "Single or common ownership or control" means ownership or control by any person or persons and includes affiliations of individuals or entities, or both, that are formed in order to derive profit, consideration, or any other beneficial interest. The following individuals and entities shall be presumed not

to be affiliated for beneficial interest unless there is substantial evidence of an intent to evade the purposes of this chapter:

(A) A stockholder in a corporation, if the stockholder and the stockholder's spouse, parents, children, and siblings own, control, or have a beneficial interest in less than five percent of the outstanding shares in the corporation.

(B) An individual in the capacity as an agent and within the normal scope of the individual's duties as a court appointed guardian, attorney, real estate broker or salesperson, engineer, or land surveyor, unless compensation received or beneficial interest obtained as a result of these duties indicates more than an agency relationship.

(C) A seller or chartered lending institution that only provides financing for all or a part of the purchase price at rates not substantially higher than prevailing lending rates in the community and subsequently grants a partial release of the security when the buyer establishes or maintains a mobile home park. (Added 1969, No. 291 (Adj. Sess.), § 3, eff. date, see note set out below; amended 1973, No. 264 (Adj. Sess.), § 1; 1989, No. 229 (Adj. Sess.), § 3; 1989, No. 235 (Adj. Sess.); 1993, No. 141 (Adj. Sess.), §§ 2, 20, eff. May 6, 1994; 1995, No. 33, §§ 4, 5, eff. June 1, 1995; 1997, No. 103 (Adj. Sess.), § 1, eff. April 23, 1998; 2001, No. 133 (Adj. Sess.), § 14, eff. June 13, 2002; 2003, No. 104 (Adj. Sess.), § 1; 2007, No. 176 (Adj. Sess.), § 53; 2011, No. 137 (Adj. Sess.), § 2, eff. May 14, 2012.)

**§ 6202. Repealed. 1995, No. 188 (Adj. Sess.), § 4.**

**§ 6203. Municipal acquisition of land for mobile home parks**

Any municipality, or group of municipalities jointly, may acquire land for the purpose of encouraging the development of suitable mobile home parks under this chapter, and may lease or sell such land to private persons for that purpose, and may impose additional restrictions on the land conforming to the spirit of this chapter and acquired by a municipality under this section. (1969, No. 291 (Adj. Sess.), § 10, eff. date, see note under § 6201 of this title.)

**§ 6204. Application of other laws and regulations**

(a) A municipality may impose more restrictive requirements on mobile home parks and mobile homes than are contained in this chapter to the extent it is authorized to do so under other legislation.

(b) Other applicable laws and regulations which are more restrictive than this chapter shall prevail.

(c) To the extent that they are consistent with this chapter, the provisions of chapter 137 of Title 9 (residential rental agreements) and the provisions of subchapter 3 of chapter 169 of Title 12 (eviction) shall apply to the occupancy and rental of a mobile home and the provisions of subchapter 3 of chapter 169 of Title 12 (eviction) shall apply to the rental of a mobile home lot, except the rental of a mobile home lot shall be subject to the provisions of chapter 169 of Title 12, relating to payment of rent into court.

(d) A mobile home occupied on the basis of a lease-purchase or rent-to-own contract, however named, shall be subject to the provisions of 9 V.S.A. § 2602(e).

(e) Notwithstanding any other provision of this section, where a mobile home park is a nonconforming use under local zoning regulations, its status regarding conformance or nonconformance shall apply to the parcel as a whole, and not to any individual mobile home lot within the park. The vacancy of any individual mobile home lot shall not be considered a discontinuance or abandonment of the nonconforming use.

(f) This chapter shall not apply to the rental or use of campsites occupied for vacation or recreational purposes by camping units, such as: tents, yurts, tepees, lean-tos, camping cabins, and recreational vehicles, including motor homes, folding camping trailers, conventional travel trailers, fifth wheel travel trailers, truck campers, van campers, and conversion vehicles designed and used for travel, recreation, and camping. (Amended 1969, No. 291 (Adj. Sess.), § 4, eff. date, see note under § 6201 of this title; 1987, No. 252 (Adj. Sess.), § 2; amended 1993, No. 141 (Adj. Sess.), § 3, eff. May 6, 1994; 1999, No. 161 (Adj. Sess.), § 2; 2003, No. 104 (Adj. Sess.), § 5; 2007, No. 176 (Adj. Sess.), §§ 49, 54; 2007, No. 196 (Adj. Sess.), § 2; 2009, No. 140 (Adj. Sess.), § 3, eff. Sept. 1, 2010.)

**§ 6205. Enforcement; penalties**

(a) Any person who violates or fails to comply with this chapter or with any conditions, restrictions or limitations contained in a permit issued under this chapter shall be fined not more than \$1,000.00 or imprisoned for not more than six months, or both.

(b) The superior court for the county in which a violation of this chapter occurs shall have jurisdiction, on application by the department in the case of violations of sections 6236-6243 of this title, to enjoin and restrain the violation, but any election by the department to proceed under this subsection shall not limit or restrict the authority of the state to prosecute for the offense under subsection (a) of this section.

(c) A leaseholder may bring an action against the park owner for a violation of sections 6236-6243 of this title. The action shall be filed in superior court for the unit in which the alleged violation occurred. No action may be commenced by the leaseholder unless the leaseholder has first notified the park owner of the violation by certified mail at least 30 days prior to bringing the action. During the pendency of an action brought by a leaseholder, the leaseholder shall pay rent in an amount designated in the lease, or as provided by law, which rental amount shall be deposited in an escrow account as directed by the court. (Added 1969, No. 291 (Adj. Sess.), § 12, eff. date, see note under § 6201 of this title; amended 1973, No. 193 (Adj. Sess.), § 3, eff. April 9, 1974; 1983, No. 235 (Adj. Sess.), § 2; 1989, No. 229 (Adj. Sess.), § 5; 2001, No. 133 (Adj. Sess.), § 4, eff. June 13, 2002; 2007, No. 176 (Adj. Sess.), § 55; 2009, No. 154 (Adj. Sess.), § 62.)

### ***Subchapter 2: Permits And Regulations***

#### **§ 6231. Rules**

(a) [Repealed.]

(b) The Department may adopt rules to carry out the provisions of this chapter.

(c) A mobile home park that has been closed pursuant to section 6237a of this title and reduced to no more than two occupied leased lots, shall be required, if the number of occupied leased lots subsequently is increased to more than two, to obtain all State land use and environmental permits required for a mobile home park that has been established or expanded after May 31, 1970. (Added 1969, No. 291 (Adj. Sess.), § 7, eff. date, see note under § 6201 of this title; amended 1987, No. 76, § 8; 1987, No. 265 (Adj. Sess.), § 1; 1989, No. 229 (Adj. Sess.), § 6; 1999, No. 161 (Adj. Sess.), § 3; 2001, No. 133 (Adj. Sess.), § 5, eff. June 13, 2002; 2007, No. 176 (Adj. Sess.), § 56; 2011, No. 137 (Adj. Sess.), § 2, eff. May 14, 2012.)

#### **§§ 6232-6235. Repealed. 2001, No. 133 (Adj. Sess.), § 14.**

#### **§ 6236. Lease terms; mobile home parks**

(a) All terms governing the use and occupancy of a mobile home lot shall be contained in a written lease. Mobile home park owners shall promulgate reasonable and fair lease terms governing the use and occupancy of a mobile home lot and shall furnish an initial copy of the lease to leaseholders. Any lease term that prohibits or in any other manner obstructs the ability of any leaseholder to act in accordance with the provisions of this chapter shall be unenforceable. Any lease term which is not uniformly applied to all leaseholders of the same or a similar category shall be unenforceable, except that a park owner may establish a different lot rent rate for a mobile home park constructed after June 1, 1995, or for new lots in an expanded mobile home park constructed after June 1, 1995. Mobile home park owners shall not restrict access by representatives of the Department to the leaseholders of the park.

(b) A lease term requiring the removal from a mobile home park of a mobile home that is detrimental to the other residents of the park for either health, safety, or aesthetic reasons shall not be considered unreasonable or unfair.

(c) Prospective leaseholders shall be furnished with a copy of the proposed lease prior to any agreement to use or occupy a mobile home lot, and upon acceptance of the lease terms the lease shall be signed by the lessor and lessee. Any provision in a lease governing rental and utility charges shall be effective for a minimum of one year, except in the case of a new leaseholder in a mobile home park in which there is a uniform rent schedule that affects all lots in that park simultaneously. The initial lease for a new leaseholder may include the anticipated increase in the rent and utility charge at the time it occurs for the other lots. A mobile home park owner shall provide leaseholders with a minimum of 60 days notice prior to any rent increase. Rent increase notices shall not be given within six months prior to the issuance of a closure notice or at any time during which the closure notice is in effect. All rent increases received by the park owner during the six months prior to the issuance of a closure notice shall be returned to the affected leaseholders within seven days of issuance of the closure notice, except when the Commissioner determines the rent increase is needed to help remedy an emergency situation that affects the resident's health, safety, or welfare. This subsection shall not apply to proprietary leases in mobile home parks owned by limited

equity housing cooperatives established under 11 V.S.A. chapter 14. The rental and utility charge may be increased during a year if the operating expenses of the park increase 20 percent or more during that year as the result of legislative action taken during that year and the increase could not have been anticipated. The rental and utility charge may be increased during a year only to the extent necessary to cover the increase in operating expenses of the park.

(d) No person shall sell, lease, or sublease a mobile home or sublease or assign a lease for a lot in a mobile home park without first obtaining the written approval of the park owner, which shall not be unreasonably withheld. A violation of this subsection shall be grounds for eviction.

(e) All mobile home lot leases shall contain the following:

(1) Rental and utility charges and other reasonable incidental service charges, if any.

(A) No charges other than properly disclosed charges for rent, utilities, or other reasonable incidental services may be imposed or collected.

(2) Names and addresses of the park owners.

(3) Notice that the park owner shall not discriminate for reasons of race, religious creed, color, sex, sexual orientation, gender identity, marital status, disability, national origin, or because a person is a recipient of public assistance.

(4) Notice that the park owner shall not discriminate based on age or the presence of one or more minor children in the household, except as permitted under 9 V.S.A. § 4503(b) and (c). If age restrictions exist in all or part of a park, the specific restrictions and geographic sections in which restrictions apply shall be documented in the lease.

(5) The requirement to obtain permission from the park owner prior to leasing or selling a mobile home or assigning or subleasing a lease for a mobile home lot to another person.

(6) The notice required from a leaseholder in order to terminate the lease or occupancy arrangement.

(7) An effective date of the lease.

(f) A copy of all new lease terms shall be furnished to all leaseholders at least 30 days prior to the effective date of any amendment, addition, or deletion of the existing lease terms. Upon request, the park owner shall provide to any leaseholder a copy of the current lease for his or her lot. (Added 1973, No. 264 (Adj. Sess.), § 2; amended 1987, No. 252 (Adj. Sess.), § 3; 1989, No. 229 (Adj. Sess.), § 8; 1993, No. 141 (Adj. Sess.), § 10, eff. May 6, 1994; 1995, No. 33, § 3, eff. June 1, 1995; 1997, No. 103 (Adj. Sess.), § 2, eff. April 23, 1998; 2007, No. 176 (Adj. Sess.), § 57; 2011, No. 137 (Adj. Sess.), § 2, eff. May 14, 2012.)

### § 6237. Evictions

(a) A leaseholder may be evicted only for nonpayment of rent or for a substantial violation of the lease terms of the mobile home park, or if there is a change in use of the park land or parts thereof or a termination of the mobile home park, and only in accordance with the following procedure:

(1) A leaseholder shall not be evicted by force or any other self-help measure.

(2) Prior to the commencement of any eviction proceeding, the park owner must notify the leaseholder by certified or registered mail, except as provided in subdivision (3) of this subsection:

(A) of the grounds for an eviction proceeding;

(B) that an eviction proceeding may be commenced if the leaseholder does not pay the overdue rent within 20 days from the date of the mailing of the notice.

(3) A substantial violation of the lease terms, of the mobile home park, or an additional nonpayment of rent occurring within six months of the giving of the notice referred to in subdivision (2) of this subsection may result in immediate eviction proceedings.

(4) A substantial violation of the lease terms, other than an uncured nonpayment of rent, will be insufficient to support a judgment of eviction unless the proceeding is commenced within 60 days of the last alleged violation. A substantial violation of the lease terms based upon criminal activity will be insufficient to support a judgment of eviction unless the proceeding is commenced no later than 60 days after arraignment.

(5) [Repealed.]

(b) A leaseholder shall not be evicted when there is proof that the lease terms the leaseholder has been accused of violating are not enforced with respect to the other leaseholders or others on the park premises.

(c) A sale or change in the form of ownership of the mobile home park shall not be grounds for eviction.

(d) This section shall apply only to evictions undertaken by the park owner. Evictions of a mobile home resident by a mobile home owner who is not the park owner shall be governed by 9 V.S.A. § 4467. (Added



1973, No. 264 (Adj. Sess.), § 2; amended 1987, No. 252 (Adj. Sess.), § 5, eff. Aug. 1, 1988; 1989, No. 229 (Adj. Sess.), § 9; 1993, No. 141 (Adj. Sess.), § 1, eff. May 6, 1994; 2003, No. 104 (Adj. Sess.), § 8; 2007, No. 176 (Adj. Sess.), § 58; 2011, No. 137 (Adj. Sess.), § 2, eff. May 14, 2012.)

#### **§ 6237a. Mobile home park closures**

(a) At least 18 months prior to the closure of a mobile home park or any mobile home lot that will result in the eviction of a resident or a leaseholder or removal of a mobile home, a park owner shall give notice of the closure to each affected resident or leaseholder and to the Commissioner by certified mail. Upon request, the Commissioner may waive some or all of the 18-month notice period if the closure is necessary to ensure the health, safety, or welfare of park residents. No evictions may be commenced during the 18-month closure period except for nonpayment of rent or a substantial violation of the lease terms.

(b) Prior to issuing a closure notice pursuant to subsection (a) of this section, a park owner shall first issue a notice of intent to sell in accordance with section 6242 of this title that discloses the potential closure of the park. However, if the park owner sends a notice of closure to the residents and leaseholders without first providing the mobile home owners with a notice of intent to sell under section 6242 that discloses the potential closure of the park, then the park owner must retain ownership of the land for five years after the date the closure notice was provided. If required, the park owner shall record the notice of the five-year restriction in the land records of the municipality in which the park is located. The park owner may apply to the Commissioner for relief from the notice and holding requirements of this subsection if the Commissioner determines that strict compliance is likely to cause undue hardship to the park owner or the leaseholders, or both. This relief shall not be unreasonably withheld.

(c) When a park owner gives notice of intent to sell pursuant to section 6242 of this title, any previous notice of closure and any evictions commenced pursuant to the closure notice are void.

(d) A park owner who gives notice of intent to sell pursuant to section 6242 of this title shall not give notice of closure until after:

(1) At least 45 days after giving notice of intent to sell.

(2) If applicable, the Commissioner receives notice from the mobile home owners and the park owner that negotiations have ended following the 120-day negotiation period provided in subdivision 6242(c)(1) of this title.

(e) A park owner who closes a mobile home park within five years of providing closure notice by selling the land on which the park was located without complying with subsection (b) of this section shall be liable to the State in the aggregate amount of \$10,000.00 or 50 percent of the gain realized by the park owner from the sale, whichever is greater, unless the Commissioner has granted relief from strict compliance pursuant to subsection (b) of this section.

(f) A park owner may bring an action for possession upon the expiration of the 18-month closure notice. The only defense to an action for possession in the case of a park closure is improper notice. (Added 2007, No. 176 (Adj. Sess.), § 59; amended 2011, No. 137 (Adj. Sess.), § 2, eff. May 14, 2012.)

#### **§ 6238. Charges and fees**

(a) A prospective leaseholder or other person may not be charged an entrance fee for the privilege of leasing or occupying a mobile home lot. A reasonable charge for the fair value of services performed in placing a mobile home on a lot shall not be considered an entrance fee.

(b) A qualified park owner may charge the initial lessee or occupant of an eligible site a site improvement fee.

(1) The term "qualified park owner" shall mean:

(A) a limited equity cooperative organized to provide low or moderate income housing as defined in chapter 14 of Title 11; or

(B) a Section 501(c)(3) organization or its wholly owned subsidiary organized to preserve housing for low income families.

(2) The term "eligible site" shall mean a lawfully created mobile home site that becomes available for occupancy by a mobile home for the first time after June 1, 1993, and:

(A) is located in a mobile home park established in conformance with the requirements of this chapter after June 1, 1970; or

(B) is located in a mobile home park established prior to June 1, 1970 that registered with the Vermont agency of natural resources as a preexisting mobile home park prior to July 1, 1989.

(3) A site improvement fee is a charge for the cost of establishing a designated mobile home site located within a mobile home park including site clearing, grading, construction of a mobile home pad, construction of utility improvements such as those for water supply, sewage disposal, electricity, telephone, cable television, and gas, payment of municipal fees such as school impact fees and sewer connection charges, and payment of other costs associated with improvement of a site. A site improvement fee may not exceed \$8,000.00.

(4) A mobile home park owner who has collected a site improvement fee may not terminate the park or change the use of any site that has paid the fee without offering to sell the park to the mobile home owners in accordance with the provisions of section 6242 of this title. (Added 1973, No. 264 (Adj. Sess.), § 2, eff. April 16, 1974; amended 1993, No. 96, § 1; 2007, No. 176 (Adj. Sess.), § 60.)

#### **§ 6239. Goods and services**

A leaseholder shall not be restricted in his or her choice of vendors from whom he or she may purchase goods and services. This section shall not be construed to prohibit a mobile home park owner from contracting with any or all leaseholders for the sale, supply or distribution of goods and services, but such contract shall not be required as a condition of entrance to the mobile home park. (Added 1973, No. 264 (Adj. Sess.), § 2, eff. April 16, 1974; 2007, No. 176 (Adj. Sess.), § 61.)

#### **§ 6240. Sale of homes located in parks**

(a) Prior to selling a mobile home located in a mobile home park, the mobile home owner shall notify the park owner by certified mail of the name and mailing address of the prospective purchaser. The seller may be held liable by the purchaser or prospective purchaser for failure to comply with this section.

(b) A purchaser or prospective purchaser of a mobile home located in a park shall not be refused entrance except for the inability of the purchaser and the purchaser's household to meet the terms of the proposed lease or to qualify under a valid admission policy of the park. Upon approval for entrance into the mobile home park, the purchaser or prospective purchaser shall be offered a written lease pursuant to section 6236 of this title. If the purchaser or prospective purchaser does not notify the park owner in writing of any objections to the lease terms prior to occupancy of the mobile home park, the purchaser shall be deemed to have accepted the lease, regardless of whether the purchaser signs and returns a copy of the lease to the park owner. The seller's failure to provide the notice required in subsection (a) of this section shall not be grounds to deny the purchaser or prospective purchaser's application.

(c) A park owner shall not charge or collect any commission on the sale of a mobile home located in a park unless the park owner contracts to sell the home. (Added 1973, No. 264 (Adj. Sess.), § 2, eff. April 16, 1974; amended 2007, No. 176 (Adj. Sess.), § 62.)

#### **§ 6241. Access**

(a) A park owner may enter a mobile home lot in the park with the resident's consent, which shall not be unreasonably withheld.

(b) A park owner may also enter a mobile home lot in the park between the hours of 7:00 a.m. and 7:00 p.m. on no less than 12 hours' notice for any of the following purposes:

- (1) To inspect the premises.
- (2) To make necessary or agreed repairs, alterations, or improvements.
- (3) To supply agreed services.
- (4) To show the lot to prospective or actual purchasers, mortgagees, residents, workers, or

contractors.

(c) A park owner may enter a mobile home lot without notice or permission, if, in the course of performing repairs in the mobile home park, the owner discovers that it is necessary to enter a lot to complete the repairs, provided that the owner could not reasonably have foreseen the necessity to enter the lot at the time the repairs were commenced. A park owner shall attempt to obtain permission from the resident before entering the lot, at a minimum, by attempting to contact the resident at any telephone number the owner has for the resident and in person at the mobile home.

(d) A park owner may enter a mobile home or a mobile home lot in the park without notice or permission when the park owner reasonably believes that there is a likelihood of imminent injury to any person, damage to property or interruption of utility services. (Added 1983, No. 235 (Adj. Sess.), § 3; amended 1993, No. 141 (Adj. Sess.), § 5, eff. May 6, 1994; 2007, No. 176 (Adj. Sess.), § 63.)

**§ 6242. Mobile home owners' right to notification prior to park sale**

(a) Content of notice. A park owner shall give to each mobile home owner and to the Commissioner of Housing and Community Development notice by certified mail, return receipt requested, of his or her intention to sell the mobile home park. If the notice is refused by a mobile home owner or is otherwise undeliverable, the park owner shall send the notice by first class mail to the mobile home owner's last known mailing address. Nothing herein shall be construed to restrict the price at which the park owner offers the park for sale. The notice shall state all the following:

- (1) That the park owner intends to sell the park.
- (2) The price, terms, and conditions under which the park owner offers the park for sale.
- (3) A list of the affected mobile home owners and the number of leaseholds held by each.
- (4) The status of compliance with applicable statutes, regulations, and permits, to the park owner's best knowledge, and the reasons for any noncompliance.
- (5) That for 45 days following the notice the park owner shall not make a final unconditional acceptance of an offer to purchase the park and that if within the 45 days the park owner receives notice pursuant to subsection (c) of this section that a majority of the mobile home owners intend to consider purchase of the park, the park owner shall not make a final unconditional acceptance of an offer to purchase the park for an additional 120 days, starting from the 46th day following notice, except one from a group representing a majority of the mobile home owners or from a nonprofit corporation approved by a majority of the mobile home owners.

(b) Resident intent to negotiate; timetable. The mobile home owners shall have 45 days following notice under subsection (a) of this section in which to determine whether they intend to consider purchase of the park through a group representing a majority of the mobile home owners or a nonprofit corporation approved by a majority of the mobile home owners. A majority of the mobile home owners shall be determined by one vote per leasehold and no mobile home owner shall have more than three votes or 30 percent of the aggregate park vote, whichever is less. During this 45-day period, the park owner shall not accept a final unconditional offer to purchase the park.

(c) Response to notice; required action. If the park owner receives no notice from the mobile home owners during the 45-day period or if the mobile home owners notify the park owner that they do not intend to consider purchase of the park, the park owner has no further restrictions regarding sale of the park pursuant to this section. If during the 45-day period, the park owner receives notice in writing that a majority of the mobile home owners intend to consider purchase of the park then the park owner shall do all the following:

- (1) Not accept a final unconditional offer to purchase from a party other than leaseholders for 120 days following the 45-day period, a total of 165 days following the notice from the leaseholders.
- (2) Negotiate in good faith with the group representing a majority of the mobile home owners or a nonprofit corporation approved by a majority of the mobile home owners concerning purchase of the park.
- (3) Consider any offer to purchase from a group representing a majority of the mobile home owners or from a nonprofit corporation approved by a majority of the mobile home owners.

(d) Penalty. A park owner who sells a mobile home park without complying with this section shall be liable to the mobile home owners in the aggregate amount of \$10,000.00 or 50 percent of the gain realized by the park owner from the sale, whichever is greater. A sale, an offer to sell, or an attempt to sell a mobile home park without complying with this section shall also be subject to the remedies of section 6205 of this title, including actual and punitive damages.

(e) Exceptions. The provisions of this section do not apply when the sale, transfer, or conveyance of the mobile home park is any one or more of the following:

- (1) Through a foreclosure sale.
- (2) To a member of the park owner's family or to a trust for the sole benefit of members of the park owner's family.
- (3) Among the partners who own the mobile home park.
- (4) Incidental to financing the park.
- (5) Between joint tenants or tenants in common.
- (6) Pursuant to eminent domain.
- (7) Pursuant to a municipal tax sale.

(f) Requirement for new notice of intent to sell.

(1) Subject to subdivision (2) of this subsection, a notice of intent to sell issued pursuant to subsection (a) of this section shall be valid:

(A) for a period of one year from the expiration of the 45-day period following the date of the notice; or

(B) if the park owner has entered into a binding purchase and sale agreement with a group representing a majority of the mobile home owners or a nonprofit corporation approved by a majority of the mobile home owners within one year from the expiration of the 45-day period following the date of the notice until the completion of the sale of the park under the agreement or the expiration of the agreement, whichever is sooner.

(2) During the period in which a notice of intent to sell is valid, a park owner shall provide a new notice of intent to sell, consistent with the requirements of subsection (a) of this section, prior to making an offer to sell the park or accepting an offer to purchase the park that is either more than five percent below the price for which the park was initially offered for sale or less than five percent above the final written offer from a group representing a majority of the mobile home owners or a nonprofit corporation approved by a majority of the mobile home owners.

(g) "Good faith." A leaseholders group representing a majority of the mobile home owners or a nonprofit corporation approved by a majority of the mobile home owners shall negotiate in good faith with the park owner for purchase of the park. (Added 1987, No. 252 (Adj. Sess.), § 6, eff. Aug. 1, 1988; amended 1989, No. 229 (Adj. Sess.), § 10; 1993, No. 141 (Adj. Sess.), §§ 6-8, eff. May 6, 1994; 2007, No. 176 (Adj. Sess.), § 64; 2011, No. 137 (Adj. Sess.), § 2, eff. May 14, 2012.)

#### **§ 6243. Expired.**

#### **§ 6244. Security deposits**

(a) A security deposit is any advance, deposit or prepaid rent which is refundable to a leaseholder at the termination or expiration of the occupancy. A security deposit is to secure the leaseholder's obligation to pay rent and to maintain a rented mobile home or mobile home lot.

(b) The mobile home park owner may retain all or a portion of the security deposit for any of the following reasons:

(1) Nonpayment of rent.

(2) Damage to property of the park owner, unless the damage is the result of normal wear and tear or the result of actions or events beyond the control of the leaseholder.

(3) Nonpayment of utility or other charges which the leaseholder was required to pay directly to the park owner or to a utility.

(4) Expenses for removal of articles abandoned by the leaseholder, including personal property, the mobile home, rubbish and motor vehicles from the mobile home lot.

(c) A park owner shall return to the leaseholder the security deposit with a written statement itemizing any deductions within 14 days from the date on which the leaseholder:

(1) removes a mobile home from the park and terminates the lease for the lot on which the mobile home was located; or

(2) delivers to the park owner an executed bill of sale transferring ownership of a mobile home which is to remain in the park to an individual who has entered into a lease for the lot with the park owner; or

(3) has been removed from the park pursuant to a writ of possession.

(d) The park owner shall comply with this section by hand-delivering or mailing the statement and any payment required to the last known address of the leaseholder.

(e) If a park owner fails to return the security deposit with a statement within 14 days, the park owner forfeits the right to withhold any portion of the security deposit. If the failure is wilful, the park owner shall be liable for double the amount wrongfully withheld, plus reasonable attorney fees and costs.

(f) Upon termination of the park owner's interest in the park, the security deposit shall be transferred to the new park owner. The new park owner shall give the leaseholder actual notice of the new park owner's name and address with a statement that the security deposit has been transferred to the new park owner.

(g) A municipality may adopt an ordinance governing security deposits on mobile homes or mobile home lots. The ordinance shall be supplemental to and not inconsistent with the minimum protections of the provisions of this section. The ordinance may not limit how a security deposit is held. The ordinance may authorize the payment of interest on a security deposit. The ordinance may provide that a housing board of review constituted pursuant to 24 V.S.A. § 5005 may hear and decide disputes related to security deposits upon request for a hearing by a park owner or leaseholder. The board's actions shall be reviewable

under 24 V.S.A. § 5006. (Added 1993, No. 141 (Adj. Sess.), § 9, eff. May 6, 1994; amended 2007, No. 176 (Adj. Sess.), § 65.)

**§ 6245. Illegal evictions**

(a) No park owner may willfully cause, directly or indirectly, the interruption or termination of any utility service to a mobile home except for temporary interruptions for necessary repairs.

(b) No park owner may directly or indirectly deny a leaseholder access to and possession of the leaseholder's leased premises, except through proper judicial process.

(c) No park owner may directly or indirectly deny a leaseholder access to and possession of the leaseholder's mobile home and personal property, except through proper judicial process. (Added 1993, No. 141 (Adj. Sess.), § 9, eff. May 6, 1994; amended 2007, No. 176 (Adj. Sess.), § 66; 2011, No. 137 (Adj. Sess.), § 2, eff. May 14, 2012.)

**§ 6246. Remedies for illegal evictions**

(a) Any leaseholder who sustains damage or injury as a result of an illegal eviction, as defined in section 6245 of this title, may bring an action for injunctive relief, damages, costs, and reasonable attorney fees.

(b) A court may award reasonable attorney fees to the park owner if, upon motion and hearing, it is determined that the action was not brought in good faith and that the action was either frivolous or intended solely for harassment. (Added 1993, No. 141 (Adj. Sess.), § 9, eff. May 6, 1994; amended 2007, No. 176 (Adj. Sess.), § 67.)

**§ 6247. Retaliatory conduct prohibited**

(a) A park owner may not retaliate by any of the following:

(1) Establishing or changing terms of a rental agreement.

(2) Bringing or threatening to bring an action against a resident who has done any of the following:

(A) Complained in writing to a governmental agency charged with responsibility for enforcement of a building, housing or health regulation of a violation applicable to the premises materially affecting health and safety.

(B) Complained in writing to the park owner of a violation of this chapter.

(C) Organized or become a member of a resident's association or similar organization.

(b) If the park owner acts in violation of this section, the resident is entitled to recover damages and reasonable attorney's fees and has a defense in any retaliatory action for possession. (Added 1993, No. 141 (Adj. Sess.), § 9, eff. May 6, 1994; amended 2007, No. 176 (Adj. Sess.), § 68.)

**§ 6248. Abandonment of mobile home in mobile home park**

(a) A resident or owner of a mobile home in a mobile home park shall be deemed to have abandoned the mobile home if all the following conditions exist:

(1) A reasonable person would believe that the mobile home is not occupied as a residence.

(2) The rent for the lot is at least 30 days delinquent.

(3) The park owner has attempted to contact the resident or owner at the resident or owner's home, last known place of employment and last known mailing address without success.

(b) Abandonment of a mobile home shall be deemed to be a substantial violation of the lease terms and may result in immediate eviction proceedings.

(c) A mobile home park owner may not commence an action pursuant to section 6249 of this title to sell an abandoned mobile home on which there are delinquent property taxes until 20 days after the date the park owner sends notice of the park owner's intent to commence the action to the town clerk and the tax collector of the town in which the mobile home is located by certified mail, return receipt requested. (Added 1993, No. 141 (Adj. Sess.), § 13, eff. May 6, 1994.)

**§ 6249. Sale of abandoned mobile home**

(a) A park owner may commence an action, which shall be entitled: In re: Abandoned Mobile Home of (name of owner), in the Civil Division of the Superior Court to obtain an order to sell the abandoned mobile home by filing a verified complaint which includes all the following information:

(1) The name of the park owner and name and location of the mobile home park.

(2) The name and last known mailing address of the owner of the mobile home.

(3) The name and the last known mailing address of the last resident of the mobile home.

(4) A description of the mobile home, including make, model, and serial number, if available, its location, and the amount of any security deposit held by the park owner.

(5) The names and addresses of creditors, holders of housing subsidy covenants, or others having an interest in the mobile home based on liens or notices of record in the town offices of the town in which the mobile home is located or the Office of the Secretary of State.

(6) The facts supporting the claim that the mobile home has been abandoned.

(7) The name of a person disinterested in the mobile home or mobile home park who is able to sell the mobile home at a public auction.

(8) A statement of the amount of rent and other charges due or which will become due to the park owner.

(b) A park owner may request an order approving transfer of a mobile home which is unfit for human habitation to the park owner without a public sale by filing a verified complaint containing the information required in subsection (a) of this section and the facts supporting the claim that the mobile home is unfit for human habitation.

(c) When a verified complaint is filed under this section, the clerk of the Superior Court shall set a hearing on the complaint before a Superior judge. The hearing shall be held at least 15 days but no later than 30 days after the filing of the complaint.

(d) Within five days after filing the verified complaint, the park owner shall post a copy of the verified complaint and order for hearing on the mobile home and send a copy of the verified complaint and order for hearing, by certified mail, return receipt requested, to the mobile home owner's last known mailing address; to the last resident of the mobile home at the resident's last known mailing address; to each person identified in the verified complaint; and to the town clerk of the town in which the mobile home is located.

(e) The park owner shall publish the verified complaint and order for hearing in a newspaper of general circulation in the town where the mobile home is located. The notice shall be published no later than five calendar days before the date of hearing.

(f) If prior to or at the hearing any lien holder certifies to the Court that the lien holder has paid to the park owner all lot rent due the park owner, and will commence or has commenced proceedings to enforce the lien and will continue to pay rent during the proceedings under this section, the Court shall, upon confirmation of the representations of the lien holder, stay the action under this section pending completion of the lien holder's action.

(g) At the hearing, the park owner shall prove ownership of the mobile home park; ownership of the mobile home; abandonment of the mobile home; the amount of rent and other charges due the park owner; the amount of town taxes, penalties and interest owed; and the amount of attorney's fees claimed. The park owner shall also prove compliance with the notice requirements of subsections (d) and (e) of this section.

(h) If the Court finds that the park owner has complied with subsection (g) of this section, the Court shall enter an order approving the sale of the mobile home at a public auction to be held within 15 days of the date of the order. The mobile home park owner shall send the order by first class mail to the mobile home owner and all lien holders of record. The order shall require all the following:

(1) That the sale shall be conducted by the person identified in the verified complaint or some other person approved by the Court.

(2) That notice of the sale be published in a newspaper of general circulation in the town where the mobile home is located and sent by first class mail to the mobile home owner, the mobile home park owner and all lien holders of record. The notice of sale shall be published no later than five calendar days before the date of sale.

(3) That the terms of sale provide for conveyance of the mobile home, together with any security deposit held by the park owner, by uniform mobile home bill of sale executed on behalf of the mobile home owner pursuant to the order of the Court by the person authorized by the Court, in "as is" condition, free and clear of all liens and other encumbrances of record.

(4) A minimum bid established by the Court sufficient to cover the total costs listed in subdivisions (7)(A)-(D) of this subsection. The mobile home shall be sold to the highest bidder over the minimum bid set by the Court.

(5) The successful bidder shall make full payment at the auction if the bid does not exceed \$2,000.00. If the bid exceeds \$2,000.00, the successful bidder shall provide a nonrefundable deposit at the time of the auction of at least \$2,000.00 or 25 percent of the bid, whichever is greater, and shall make full payment within three working days after the auction.

(6) A successful bidder, if other than the park owner, shall remove the mobile home from the park within five working days after the auction unless the park owner permits removal of the mobile home at a later date.

(7) The person who conducted the public sale shall report to the Court the results of the sale, the proposed distribution of the proceeds of the sale, and the bank in which any excess proceeds are deposited and shall send a copy of the report to the mobile home owner, the park owner and all lien holders of record by certified mail, return receipt requested, within three working days after the sale. Anyone claiming impropriety in the conduct of the sale may file an objection with the Court within seven days after the sale. The filing of an objection shall not invalidate the sale or delay transfer of ownership of the abandoned mobile home. If an objection is filed and if the Court finds impropriety in the conduct of the sale, the Court may order distribution of the proceeds of the sale as is fair, taking into account the impropriety. If no objection is filed with the Court, on the eighth day after the sale, the proceeds shall be distributed as follows:

(A) To the person conducting the sale for costs of the sale.

(B) To the park owner for court costs, publication and mailing costs, and attorney's fees incurred in connection with the action, in an amount approved by the Court.

(C) To the park owner for rent and other charges in an amount approved by the Court.

(D) To the town for taxes, penalties, and interest owed in an amount approved by the Court.

(E) The balance to a bank account in the name of the mobile home park owner as trustee, for the benefit of the mobile home owner and lien holders of record, to be distributed pursuant to further order of the Court.

(i) If a park owner requests an order approving transfer of a mobile home to the park owner without a public sale, the Court shall approve that order if it finds that the park owner has complied with subsection (g) of this section and has proved that the mobile home is unfit for human habitation. In determining whether a mobile home is unfit for human habitation, the Court shall consider whether the mobile home:

- (1) contains functioning appliances and plumbing fixtures;
- (2) contains safe and functioning electrical fixtures and wiring;
- (3) contains a safe and functioning heating system;
- (4) contains a weather-tight exterior closure;
- (5) is structurally sound;
- (6) is reasonably free of trash, debris, filth, and pests.

(j) A court order issued pursuant to subsection (i) of this section shall be effective upon issuance and provide for conveyance of the mobile home and any security deposit held by the park owner by uniform mobile home bill of sale executed on behalf of the mobile home owner in "as is" condition, free and clear of all liens and other encumbrances of record. (Added 1993, No. 141 (Adj. Sess.), § 14, eff. May 6, 1994; amended 2001, No. 101 (Adj. Sess.), §§ 1, 2, eff. May 12, 2002; 2011, No. 137 (Adj. Sess.), § 3, eff. May 14, 2012.)

**§ 6250. [Expired.]**

**§ 6251. Mobile home lot rent increase; notice; meeting**

(a) A mobile home park owner shall provide written notification on a form provided by the Department to the Commissioner and all the affected mobile home park leaseholders of any lot rent increase no later than 60 days before the effective date of the proposed increase. The notice shall include all the following:

(1) The amount of the proposed lot rent increase, including any amount of the increase that is attributable to a surcharge for any capital improvements of the mobile home park pursuant to subsection (b) of this section, the estimated cost of the capital improvements, and the proposed duration of the surcharge prorated in 12-month increments sufficient to recover the estimated cost of the capital improvements.

(2) The effective date of the increase.

(3) A copy of the mobile home park leaseholder's rights pursuant to this section and sections 6252 and 6253 of this title.

(4) The percentage of increase from the current base lot rent.

(b) If the mobile home park owner requests a lot rent increase that includes a surcharge for any capital improvements, which, for the purposes of this section, include replacement or repair of any major infrastructure systems that exceed \$2,500.00, the mobile home park owner shall submit to the Commissioner an affidavit stating the estimated costs of the improvements, the expected date of completion

of the improvements and the time frame required for the surcharge to provide for recovery of the cost of the improvements. The lot rent surcharge shall terminate when the park owner has recovered the cost of the capital improvements. A lot rent surcharge for capital improvements shall be implemented to minimize the financial burden on the mobile home park leaseholders.

(c) If the mobile home park owner fails to notify either the mobile home park leaseholders or the Commissioner of a lot rent increase as required by subsection (a) of this section, the proposed lot rent increase shall be ineffective and unenforceable. (Added 1995, No. 33, § 2, eff. June 1, 1995; amended 1997, No. 103 (Adj. Sess.), § 3, eff. April 23, 1998; 2011, No. 137 (Adj. Sess.), § 2, eff. May 14, 2012.)

**§ 6252. Lot rent increase dispute; mediation**

(a) If the percentage of a proposed lot rent increase is more than one percentage point above the U.S. Consumer Price Index for all Urban Consumers, Housing Component, published by the U.S. Bureau of Labor Statistics in the periodical "Monthly Labor Review and Handbook of Labor Statistics" as established annually by the department, and if, within 15 business days after receipt by the commissioner of the notice required pursuant to subsection 6251(a) of this title, a majority of the affected leaseholders files with the commissioner and the park owner a written petition that includes the name of the person who will act as the representative of the leaseholders and a statement that they dispute the proposed lot rent increase, the commissioner shall send a list of qualified professional mediators compiled by the department in cooperation with park owners and leaseholders to the park owner and to the leaseholders' representative. Within five business days of receipt of the list, the park owner and the leaseholders' representative shall agree on a mediator from the list provided by the commissioner and notify the commissioner of the name, address and telephone number of the mediator selected, accompanied by the mediator's agreement to conduct the mediation. If the commissioner has not been notified of a mediator as required by this subsection, the commissioner shall appoint a mediator from the department's list. The mediator may not have any interest, direct or indirect, in the mobile home park at issue and shall disclose to the park owner, the leaseholders and the commissioner, any experience as a mobile home park owner, resident or leaseholder, or any other circumstance that may create a real or perceived conflict of interest. The department shall pay the reasonable fees for professional mediation services based on a schedule established by rule of the department.

(b) The mediator shall conduct one or more mediation sessions within the period that ends 10 days prior to the effective date of the proposed lot rent increase. The mediation shall include the mobile home park owner and the leaseholders, or their respective representatives and shall attempt to resolve the dispute. No later than five days before the initial mediation session, the mobile home park owner shall provide to the mediator and the leaseholders' representative all documents and information that the park owner considers relevant to support the proposed lot rent increase. The mobile home park owner shall have the burden of providing information to show that proposed lot rent increase is reasonable. The mediator may also request any additional documents or information for the purposes of the mediation process. Any resolution of the dispute shall include an agreement regarding the amount of lot rent increase and the effective date. If the dispute is resolved, the mobile home park owner shall not be required to provide any additional notice in order for the lot rent increase to take effect pursuant to the resolution.

(c) The mediator shall issue to the parties and the commissioner a report signed by the mediator and the parties regarding the outcome of the mediation. The report shall not be admitted into evidence and the mediator shall not be competent to testify in any subsequent action regarding the proposed lot rent increase. (Added 1995, No. 33, § 2, eff. June 1, 1995; amended 1997, No. 103 (Adj. Sess.), § 4, eff. April 23, 1998; 2007, No. 176 (Adj. Sess.), § 69.)

**§ 6253. Lot rent increase abatement; civil action**

(a) If the parties are unable to resolve the disputed proposed lot rent increase pursuant to the process provided in section 6252 of this title, an action for abatement of some or all of the proposed lot rent increase based on a claim that the increase is clearly excessive may be initiated by a majority of the affected mobile home park leaseholders by filing a complaint in the superior court in the county in which the mobile home park is located within 30 days after the effective date of the proposed lot rent increase.

(b) Upon filing the complaint, the leaseholders shall pay the lot rent, including the proposed lot rent increase, to the park owner. The park owner shall pay the disputed portion of the proposed lot rent increase into court pending an order by the court.



(c) For the purposes of this section, a clearly excessive lot rent increase is an increase that is unreasonable based upon the park owner's total reasonable or documented expenses, including consideration of debt service and a reasonable return to the mobile home park owner on investment with consideration being given to comparable investments.

(d) The court may grant a protective order for financial records to any party to this action.

(e) If the court finds that the proposed lot rent increase is clearly excessive, the court may order abatement of the proposed lot rent increase in full or in part.

(f) A lot rent increase shall be exempt from this section if it is an increase:

- (1) that resulted from a completed sale of a mobile home park; and
- (2) that was a condition of a bona fide purchase and sales agreement; and
- (3) for which notice was given at least six months before the effective date of lot rent increase.

(g) The commissioner may provide for legal representation for mobile home park leaseholders who pursue an action under this section pursuant to rules adopted by the commissioner. (Added 1995, No. 33, § 2, eff. June 1, 1995; amended 1997, No. 103 (Adj. Sess.), § 5, eff. April 23, 1998; 2007, No. 176 (Adj. Sess.), § 70.)

#### **§ 6254. Registration of mobile home parks; report**

(a) No later than September 1 each year, each park owner shall register with the Department on a form provided by the Department. The form shall include the following information:

- (1) The name and address of the owner or owners of the mobile home park.
- (2) The name and address of any corporation and principals of the corporation with an interest in the mobile home park.
- (3) The name and address of any park manager.
- (4) The name and address and location of the mobile home park.
- (5) The duration of ownership of the park by the present owner.
- (6) The date the mobile home park was established.
- (7) The number of lots, including the number of vacant and occupied lots, in the park.
- (8) The lot rent to be charged for each lot as scheduled for October 1 of that year, and the effective date of that lot rent charge.
- (9) The services provided to the mobile home park leaseholders for payment of lot rent.
- (10) Additional charges for services paid by leaseholders in addition to lot rent.
- (11) Whether the mobile home park has a requirement that a mobile home must be purchased from a dealer designated by the mobile home park owner in order to be located in the park.
- (12) The number of mobile homes moved into and out of the park during the previous year ending July 1.
- (13) Any other relevant information requested on the form or by the Department.

(b) The Department shall:

- (1) verify the information provided pursuant to subsection (a) of this section on a random basis; and
- (2) maintain a data base of the information provided; and
- (3) report the resulting statistics and findings to the House Committee on General, Housing and Military Affairs and the Senate Committee on Economic Development, Housing and General Affairs no later than February 1, 1996, and every three years thereafter on February 1.

(c) The Department may charge a mobile home park owner an annual fee of no more than \$12.00 for each occupied leased lot in the park on September 1 of each year. The park owner may charge this fee to the affected mobile home park leaseholders. The fee shall be submitted to the Department with the registration form required in subsection (a) of this section. If a mobile home park owner charges the fee under this subsection, the fee shall not be deemed to be a lot rent increase and shall not be included in any calculation of a lot rent increase pursuant to section 6251 of this title. A mobile home park owner shall not be charged the fee under this subsection for any mobile home park in which all the mobile homes are owned by the mobile home park owner. The Commissioner may enforce filing of the registration form and payment of the fee under subsection 6205(a) of this title. A special fund shall be created for these fees, to be used by the Department for its expenses in administering the laws regarding mobile home parks, and to pay any fees required in the mediation process pursuant to section 6252 of this title and for legal representation for leaseholders pursuant to section 6253 of this title. This special fund shall be managed in accordance with 32 V.S.A. chapter 7, subchapter 5. (Added 1995, No. 33, § 2, eff. June 1, 1995; amended 1995, No. 178 (Adj. Sess.), § 391, eff. May 22, 1996; 1997, No. 103 (Adj. Sess.), § 6, eff. April 23, 1998;

2007, No. 176 (Adj. Sess.), § 71; 2011, No. 137 (Adj. Sess.), § 2, eff. May 14, 2012; 2013, No. 191 (Adj. Sess.), § 5.)

**§ 6255. Repealed. 2001, No. 133 (Adj. Sess.), § 14.**

***Subchapter 3: Habitability***

**§ 6261. Resident obligations; use and maintenance of premises**

(a) The resident shall not create or contribute to the noncompliance of the premises with applicable provisions of building, environmental, or housing and health regulations. For purposes of this subchapter, the term "premises" shall mean a mobile home lot and any part of a mobile home park.

(b) The resident shall conduct himself or herself and require other persons on the premises with the resident's consent to conduct themselves in a manner that will not disturb other residents' peaceful enjoyment of the premises.

(c) The resident shall not deliberately or negligently destroy, deface, damage, or remove any part of the premises or its fixtures, mechanical or utility systems, or furnishings or deliberately or negligently permit any person to do so.

(d) Unless inconsistent with a written rental agreement or otherwise provided by law, a resident may terminate a tenancy by actual notice given to the park owner at least one rental payment period prior to the termination date specified in the notice.

(e) If a resident acts in violation of this section, the park owner is entitled to recover damages, costs and reasonable attorney's fees, and the violation shall be grounds for termination under section 6237 of this title. (Added 1993, No. 141 (Adj. Sess.), § 11, eff. May 6, 1994.)

**§ 6262. Park owner obligations; warranty of habitability; rules**

(a) In any lot rental agreement, the park owner shall be deemed to covenant and warrant to deliver over and maintain, throughout the period of the tenancy, premises which are safe, clean and fit for human habitation. This warranty requires the park owner to provide adequate and reliable utility services, including safe electrical service, potable water, and sewage disposal to a location on each lot from which these utilities can be connected to the mobile home. The warranty also requires the park owner to assure that the roads, common areas, and facilities within the mobile home park are safe and fit for the purpose for which they were reasonably intended.

(b) The department, in cooperation with the agency of natural resources, the department of public safety and the department of health, shall, by rule, adopt standards for safety, cleanliness and fitness for human habitation regarding the rental of a mobile home lot within a mobile home park.

(c) No rental agreement shall contain any provision by which the leaseholder waives the protections of the implied warranty of habitability. Any such waiver shall be deemed contrary to public policy and shall be unenforceable and void. (Added 1993, No. 141 (Adj. Sess.), § 11a, eff. May 6, 1994; amended 2005, No. 103 (Adj. Sess.), § 3, eff. April 5, 2006; 2007, No. 176 (Adj. Sess.), § 72.)

**§ 6263. Habitability; leaseholder remedies**

(a) If the mobile home park owner fails to comply with the obligation of habitability, the park owner shall be deemed to have notice of the noncompliance if the park owner receives actual notice of the noncompliance from the leaseholder, a governmental entity, or a qualified independent inspector. If the park owner has received notice from any of those sources and fails to make repairs within a reasonable time and the noncompliance materially affects health and safety, the leaseholder may pursue any of the following remedies:

- (1) Withhold payment of lot rent during the period of the noncompliance.
- (2) Obtain injunctive relief.
- (3) Recover damages, costs and reasonable attorney fees.
- (4) Terminate the rental agreement on reasonable notice.

(b) The remedies under this section are not available to a leaseholder if the noncompliance was caused by the negligent or deliberate act or omission of the leaseholder or of a person on the premises with the leaseholder's consent. (Added 1993, No. 141 (Adj. Sess.), § 11, eff. May 6, 1994; amended 2007, No. 176 (Adj. Sess.), § 73.)

**§ 6264. Minor defects; repair and deduct**

(a) If the park owner fails to repair a minor defect or noncompliance with this chapter or noncompliance with a material provision of the rental agreement within 30 days of receipt of written notice, the leaseholder may repair the defect or noncompliance and deduct from the rent the actual and reasonable cost, not to exceed one-half of one month's lot rent. No major work on water, sewer, or electrical systems may be performed under this section. The leaseholder shall provide the owner with written notice of the cost of the repair or service when the cost is deducted from the rent. The leaseholder shall be responsible for any damage caused by the repair or attempts to repair.

(b) The remedies under this section are not available to a leaseholder if the noncompliance was caused by the negligent or deliberate act or omission of the leaseholder or a person on the premises with the leaseholder's consent. (Added 1993, No. 141 (Adj. Sess.), § 11, eff. May 6, 1994; amended 2007, No. 176 (Adj. Sess.), § 74.)

**§ 6265. Condemnation and relocation of residents**

(a) The owner of a lot or rented mobile home that is condemned by a governmental agency due to the wilful failure or refusal of the owner to comply with any obligations imposed by law shall provide for reasonable relocation costs of affected leaseholders and residents, except when the owner can demonstrate that he or she has no financial capacity to comply. The affected leaseholders and residents shall have the right to recover the reasonable costs of relocation, including court costs and reasonable attorney fees. The agency of natural resources shall grant to the owner in a timely fashion all permits necessary to correct violations under this subchapter.

(b) The commissioner may require a park owner who commences a closure of a mobile home park pursuant to section 6237a of this title within one year of receiving from a state or municipal enforcement official a notice of a violation of health, safety, or environmental laws or of section 6262 of this title to pay reasonable relocation costs not to exceed \$3,500.00 to each affected leaseholder, except when the park owner can demonstrate that he or she has no financial capacity to comply. (Added 1993, No. 141 (Adj. Sess.), § 11, eff. May 6, 1994; amended 2007, No. 176 (Adj. Sess.), § 75.)

**§ 6266. Sale of mobile home park; health and safety compliance**

(a) The state, a political subdivision of the state or any local governmental entity that has lawfully issued and served on the owner of a mobile home park an order that is based on a finding that the premises of the mobile home park are in violation of any state, or local health, safety or environmental law or regulation and requires the owner to bring the park into compliance shall record in the land records of any municipality in which the mobile home park is located, the following:

- (1) the order;
- (2) the health, safety or environmental laws or regulations that are the basis of the order;
- (3) the manner in which the park is in violation; and
- (4) the name, address and telephone number of a person who can provide additional information about the order and the noncompliance of the mobile home park.

(b) An order issued pursuant to subsection (a) of this section shall include the notice to the owner of the mobile home park that the order will be recorded in the land records of any municipality in which the park is located.

(c) If an order has been recorded pursuant to subsection (a) of this section, the issuing authority, after determining that the mobile home park is in compliance with the order shall record a notice of compliance in any land records in which the order was recorded.

(d) Prior to any transfer of the mobile home park, the owner shall disclose to the transferee the following:

- (1) the results of the most recent sanitary survey conducted by the agency of natural resources and all drinking water tests required to be performed on the mobile home park within the previous 36 months;
- (2) all state and local governmental permits relating to the operation of the mobile home park, including its water and sewage systems.