

North Dakota Mobile & Manufactured Home Park Handbook

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Purchasing

Licensing of Dealers (39-18-01)

A person must be licensed to engage in the business of buying, selling, or exchanging, or advertising for the sale of mobile homes and manufactured homes. The Department of Transportation licenses people who meet the application, fee, and other requirements. A license expires on December 31st of each year and a person must apply to renew a license on or before the license expires. A license will only be issued to applicants who maintain a permanent office, place of business, and adequate service department during the licensing year. A dealer must maintain all the business records in one central location. The department may suspend a license if a dealer violates the law three times or more times within five years of the first violation.

Titling and Licensing (39-18-03)

An owner who sells or transfer the title must endorse an assignment and warranty of title on the certificate of title. An owner must also include a statement of whether there are any liens or encumbrances on the property. If the title passes at the time of the sale, the owner must deliver the title to the purchaser within fifteen days after the sale.

A person who has purchased a home and is applying for a title must present a statement of the full consideration paid for the home. The Department of Transportation may not issue a title to the home until the statement is received.

If the title does not pass at the time of the sale, the owner must endorse a statement that the owner holds a lien, the date, the name of the purchaser. The owner must send the title to the department with an application by the purchaser for a new title. The owner must transfer the title to the purchaser upon payment of the lien. Then, the purchaser must present the endorsed and assigned title to the department within thirty days of receipt along with an application for a new title and payment of an application fee.

Safety (39-18-04)

Any new mobile home sold and licensed must be equipped with combination taillight and stoplight controlled and operated from the driver's seat of the propelling vehicle, brakes, and a hitch or coupler.

Inspections

A manufacturer of modular residential structures that are built in factories is required to contract with a certified inspector for the inspection of structures for compliance with all applicable building, electrical, fire, and plumbing codes and standards. The Department of Commerce certifies inspectors and adopts rules for the inspection procedure.

Building Codes

The Department of Commerce also adopts rules that establish an installation program for all homes built in accordance with federal manufactured home construction and safety standards.

Duties of the Park Owner or Manager

Park owners and managers are required to perform specific duties pursuant to North Dakota state law. Park owners must be licensed, comply with state statutes and local ordinances, and properly maintain manufactured home parks.

Compliance (23-10-02)

The North Dakota Department of Health is authorized to supervise the health, safety, sanitation, and legal compliance with North Dakota Century Code Chapter 23-10 of all mobile home parks. The department may promulgate and enforce appropriate rules and regulations.

License (23-10-03)

A potential park owner may not establish, maintain, or enlarge a mobile home park without first obtaining a license from the department. An application for a mobile home park license is available upon request from the department. Upon requesting a license, the park owner must state the location and type of mobile home park, the type of proposed water supply, the method of sewerage and garbage disposal, and other plans and specifications.

For new park construction, an applicant must submit a complete scaled plan and list of specifications to the department. For an existing park, an applicant must submit a complete scaled plan and list of specifications for alternations or enlargement. The plans or specifications must contain: (1) a legal description of the property and a description of the site location including highways, streets, and landmarks; (2) the name and address of the developer; (3) the name and address of the architect, engineer, or designer; (4) the site area and dimensions; (5) the number, location, and dimensions of all lots and details of each typical lot for each mobile home; (6) the location and width of roadways, parking lots, driveways, and walkways, including whether they are paved, blacktopped, or graveled; (7) the location and details of any service buildings or other proposed structures; (8) the location and details of lighting and electrical systems; (9) the location and specifications of the water supply, sewer, and refuse disposal facilities, including approved soil testing results and details of wells, pumping stations, and service riser pipes.

An applicant must submit a certification from the electrical and plumbing installers stating all installations were made in accordance with state codes before the department will issue a license.

The department may charge a license fee depending upon the type of park owner ship, number of lots, and whether the park is subject to local sanitation, safety, and inspection requirements accepted by the department. The amount of the license fee varies based on the number of lots in a park. The department shall issue a license upon approving the application, receiving the license fee, and inspecting the park.

The owner must continue to have and renew this license as long as they own the park. The license lasts for a one year term from January 1st to December 31st. The license must be renewable on the same basis as that which it was originally issued. A penalty of twenty-five percent of the license fee must be imposed if the park owner does not renew the license on or before January 31st.

Any person who maintains or operates a park without first obtaining or after revocation of a license is guilty of an infraction.

The license may be transferred without charge if the proposed new park owner applies for transfer of license and certifies the park will be operated in accordance with North Dakota Century Code Chapter 23-10.

License Revocation (23-10-12)

In the event that a park owner does not comply with a health department rule or regulation or North Dakota law, the department shall notify the park owner in writing of the violation and provide a reasonable amount of time for the park owner to correct the violation. If a park owner does not correct the violation within a reasonable amount of time, the department may revoke the park owner's license.

Inspection (23-10-04)

The department shall inspect a park as soon as possible after receiving a license application. The department must inspect a park for sources of danger to the health and safety of occupants or the general public. If the park passes inspection, the department shall notify the applicant.

The department may have access to and inspect parks at reasonable times. The department is required to inspect each park at least once every two years.

Occupancy Record (23-10-09)

A park owner must maintain a current record of all park occupants' names.

Posting Rules and Regulations (23-10-10)

A park owner is required to distribute a copy of North Dakota Century Code Chapter 23-10 and relevant rules and regulations to each park tenant. The owner must post Chapter 23-10 and the relevant rules and regulations in a visible and obvious location in the park. The department must provide park owners copies of materials required to be distributed or posted free of charge.

Emergency Plan (23-10-10.1)

An owner of a park that contains at least ten mobile homes is required to establish a procedure to respond to park emergencies and complaints by tenants. The procedure must be in writing. It

must include contact information for a person who is authorized to perform the park owner's duties. A copy of the procedure must be provided to park tenants.

Maintenance & Repairs (47-16-13.1)

A park must fulfill specific obligations. A park must:

- a. Comply with applicable building and housing codes materially affecting health and safety;
- b. make all repairs and do whatever is necessary to put and keep the rented premises in a fit and habitable condition;
- c. keep all common areas in a clean and safe condition;
- d. maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances supplied or required to be supplied by the park;
- e. provide and maintain appropriate garbage receptacles and arrange for their removal;
- f. supply running water and reasonable amounts of hot water at all times and reasonable heat.

A tenant should inform a park of any repairs that need to be made. It is best to make a written request for repairs and to keep a copy. A park must be provided a reasonable amount of time to make repairs.

If repairs are not made in a reasonable amount of time, a tenant has three options:

- a. Repair the property and deduct the cost of the repair from the rent. It is best to notify the park in writing before invoking this option.
- b. Recover the costs in any lawful manner from the park. This option includes suing the park in small claims or district court for breach of the obligations and the cost of the repairs. A court may award reasonable attorney's fees to the prevailing party.
- c. Vacate the property. The tenant will be discharged from further payment of rent or performance of other conditions. This option is best reserved for serious situations. It is recommended to request the department of health to inspect the property to confirm the severity of the repair that needs to be made.

A park and tenant may agree that the tenant is to perform specified repairs, maintenance, alterations, or remodeling if specific requirements are met. The parties must enter into a written agreement that is separate from the lease agreement. The agreement must be entered into in good faith. The agreement must be signed by the parties and supported by adequate consideration. The work cannot be necessary to cure a park's noncompliance with a park's obligation to provide garbage receptacles and arrange for their removal. The agreement cannot diminish or affect the park's obligation to other tenants in the park. The park may not treat a tenant's performance of the separate agreement as a condition to any obligation or performance of a rental agreement.

Double Renting (47-16-26)

A tenant who rents property is entitled to the sole use and possession of the property, unless the parties agree otherwise. A landlord should not rent the same portion of property to more than one tenant at any one period of time. If a landlord rents a portion of property to more than one tenant at a time, then the first tenant is entitled to the use and possession of the property for the lease term. Every tenant in the landlord's property is relieved from all obligation to pay rent during the time the landlord double rents a portion of the property.

Park Conditions

Every mobile home park must be operated with strict regard for the health, safety, and comfort of its occupants. Park owners are required to comply with health and safety laws and regulations.

Location (23-10-07)

A mobile home park must be established and maintained on dry, well-drained ground. Any sinkholes or pooling water must be artificially drained and filled.

Drinking Water (23-10-07)

A mobile home park must be provided an adequate supply of potable and safe drinking water. A park may not use water from any source other than a municipal supply until it is inspected, tested, and certified by the department.

Towels (23-10-07)

A park with a public washroom must provide individual cloth towels, mechanically dispensed cloth towels, individual paper towels, or roller paper towels. A park with a public washroom is prohibited from provided roller cloth towels.

Toilets (23-10-07)

A park must provide modern sanitary flush toilets. If a sewer connection is not available, the park must maintain sanitary flyproof privies. All toilets and privies must be kept in clean and sanitary condition. Separate toilets and privies must be provided for each sex. No privy or cesspool may be located less than one hundred feet from a well, kitchen, or sleeping quarters.

Plumbing (23-10-07)

All plumbing installations in a park must comply with North Dakota state plumbing code. Each lot must be provided an approved plumbing system.

Electricity (23-10-07)

All electrical installations in a park must comply with North Dakota state electrical code. Each lot must be provided an approved electrical service outlet.

Garbage (23-10-07)

All garbage and refuse must be stored in metal flyproof garbage containers. Garbage container contents must be removed and disposed of on a regular basis.

Building Condition (23-10-07)

All park buildings must have window screens against flies and be kept in clean and sanitary condition.

Maintenance (23-10-07)

Service buildings, sinks, toilets, or other equipment must be kept in a clean and sanitary condition and in good repair at all times.

Streets (23-10-07)

A park is required to have streets wide enough for the movement of traffic and parking within the park. A street systems must provide unobstructed access to the public street, highway, or access road. Streets must meet minimum requirements:

- a. Two-way streets must be 34, 27, or 24 feet wide depending on whether they allow for parking on both sides, one side, or no parking, respectively.
- b. One-way streets must be 27, 18, and 14 feet wide depending on whether they allow for parking on both sides, one side, or no parking, respectively.

Lighting (23-10-07)

A park must be well lit. Streets and walkways must be lighted to provide a minimum average maintained illumination of four-tenths foot-candles, with a uniformity ration of no greater than six to one.

Fire & Safety Protection (23-10-07)

A park must have adequate fire protection. Mobile homes, accessory buildings, or structures must be spaced a minimum number of feet apart. End to end, two mobile homes, accessory buildings, or structures must be spaced at least 6 feet apart. Side to side, they must be spaced at least 10 feet apart. Two homes, accessory buildings, or structures that are placed end to side must be spaced at least 8 feet apart.

A mobile home may be located closer to another mobile home than the above spacing requirements if the exposed composite walls and roof of either structure do not have openings and are constructed of materials that will provide a one-hour fire resistant rating or the structures are separated by a one-hour fire-rated barrier.

An accessory building or structure may be located immediately adjacent to a lot line if it is not constructed of combustible materials and the buildings or structures are at least three feet from another building or structure on an adjacent lot. If an accessory building or structure is constructed of combustible materials, it must be located at least five feet from the lot line. An accessory building or structure must not obstruct a mobile home exits.

A mobile home, attachment, accessory building, or structure must not be located so as to create hazard for park occupants or restrict emergency vehicles and personnel from performing necessary services.

Playgrounds (23-10-07)

A park with twenty-five or more lots must provide playground space. For every twenty-five lots, a park must provide a playground space equivalent to the size of one lot.

Multiple-Story Parks (23-10-07)

The construction of a multiple-story park is prohibited.

Noxious Plan and Animal Control

The grounds, buildings, storage areas, and structures of a park must be maintained free of conditions that would allow insects, rodents, or other vermin to harbor. All areas must be maintained free of accumulations of debris. The growth of brush, weeds, and gross must be controlled to prevent noxious insects and vermin from harboring and breeding. Parks must be maintained to prevent the growth of noxious weeds considered detrimental to health. Lumber, firewood, pip, and other building materials must be stored neatly at least one foot above the ground. Mobile home skirting must not provide insects and vermin to harbor and breed. Skirted mobile homes must provide an access opening near service connections. A park must comply with department requirements for extermination methods or other measures to control insects and rodents.

Local Ordinances

The department must accept city or county enforcement of local sanitation, safety, zoning, and inspection requirements in place of department enforcement of state requirements if the department determines the city or county requirements meet or exceed state requirements. Before accepting city or county enforcement of local requirements, the department must determine the city or county requirements meet or exceed the state requirements.

Fees, Security Deposits, and Rent

Application Fee

A park may charge potential tenants an application fee. An application fee covers a park's cost to conduct a background check on the potential tenant. A background usually includes an individual's criminal, employment, credit, and rental history.

Service Fee

A park may charge tenants a fee if a service is performed in a park. The service fee must reasonably reflect the cost of the service provided. A fee may only be charged if a service is actually provided.

Security Deposit (47-16-07.1)

A park may require tenants to pay a security deposit. A park may require a tenant to pay a security deposit in an amount no greater than one month's rent. If a tenant has a pet, a park may require a tenant to pay a deposit in an amount no greater than \$2,500 or two months' rent. A park cannot charge a disabled tenant a security deposit for a service or companion animal. The amount of a security deposit cannot be modified after the parties enter into the initial lease agreement.

A park must deposit the money in a federally insured interest-bearing savings or checking account. If a tenancy is at least nine months in duration, a park must pay a tenant any interest accruing on the deposit upon termination of a lease.

Upon termination of a lease, a park must return a tenant's security deposit and any accrued interest. A park may apply the security deposit and accrued interest toward three specific costs:

- a. Any damages to the real property or dwelling caused by the tenant's pet or the negligence of the tenant or tenant's guest.
- b. Any unpaid rent.
- c. The costs of cleaning or other repairs which were the responsibility of the tenant and which are necessary to return the unit to its original condition when the tenant took possession. A park may not charge a tenant for reasonable wear and tear.

If a park does not return all or part of the deposit to a tenant, then the park must itemize the amount not returned. The park must provide the tenant the itemization and remaining amount of the security deposit. The park must also provide the tenant a written notice stating any amount of money still owed to the park or the refund owed to the tenant. The itemization, remaining deposit, and notice must be delivered or mailed to the tenant at the last address provided to the park within thirty days after termination of the lease and delivery of possession by the tenant.

A park that unreasonably withholds a tenant's security deposit is liable for treble damages. A tenant may seek reimbursement of an unreasonably withheld security deposit, interest, and treble damages in small claims court.

Late Fee

Rent must be paid by the date it is due.

Late rent is considered cause for eviction since it is a breach of the lease. However, many landlords simply require that you pay a fee if you are late in paying your rent. If this is the case, it must state in your lease both the amount of the fee and when it becomes effective.

Eviction

When Maintainable

A park may commence an eviction action to recover possession of the property in district court. There are eight reasons why a park may evict a tenant. The most common reasons are failure to pay rent for three days after it is due, holding over after termination or expiration of a lease, unreasonable disturbance of other tenants' peaceful enjoyment of the premises, and violation of a material term of a written lease agreement.

A park may eject a person from the park for nonpayment of charges or fees for accommodations, a violation of law, disorderly conduct, violation of any department regulation, or violation of any reasonable rule of the park which is publicly posted.

Notice of Intention to Evict

When a park seeks to evict a tenant for nonpayment of rent, hold over after termination, or material breach of lease, a park must provide a notice called a notice of intention to evict to the tenant. The notice must provide the tenant three days to resolve the problem or vacate the premises. A park cannot institute proceedings until three days after the notice is provided to the tenant. A park may serve the notice like a summons. If the tenant cannot be found, then a park may serve the notice by a sheriff or process server posting the notice conspicuously on the premises.

Summons and Complaint

If a tenant does not resolve the problem or vacate the property, a park may commence an eviction action by serving the tenant legal documents called summons and complaint. An eviction hearing must be scheduled to be held between three and fifteen days after the tenant is served the summons and complaint. If a tenant cannot be found for service, a sheriff or process server may post the summons and complaint on the door of the unit. An affidavit of service by a sheriff or process server is evidence that the tenant could not be found. Specific steps must be followed for service by posting to be valid. First, a sheriff or process server must attempt to serve the tenant at least one time between the hours of six p.m. and ten p.m. Second, the park or its attorney must file an affidavit. The affidavit must state that the tenant could not be found and a copy of the summons was mailed to the tenant at the tenant's last known address, and the tenant was served by the sheriff or process server posting the summons on the door of the unit. Third, the park must physically mail copies of the summons and complaint to the tenant.

Claims for Relief

A park may only seek two types of relief in an eviction action. A park may seek repossession and rent owed or damages arising out of the tenant's possession. A tenant may only ask for

relief to set off a park's demand for rent or damages. An eviction action cannot be brought in connection with any other actions.

Order and Judgment

If a court grants the eviction, the court is required to order the park have immediate repossession of the property. If a tenant shows immediate repossession would create substantial hardship, a court may postpone repossession for up to a maximum of five days. A court may not postpone repossession in cases involving disturbance of the peace.

Execution

If a tenant fails to vacate by the date and time ordered by the court, the park may seek an execution of judgment. An execution is a legal document authorizing the sheriff to forcibly remove a tenant from the property and place the tenant's property in storage.

Rent (47-16-13.7)

A tenant who is evicted is still liable for rent for the remainder of the lease term. However, the park has a duty to mitigate the damages by re-renting the property to another tenant.

Park Change in Use or Closure. (23-10-13)

A change in use of a mobile home park is a change in the park that would alter any portion of the park that is leased to mobile homeowners so that the portion would no longer be leased to mobile homeowners. If a park applies to rezone the use of a park, the park must post a notice of the proposed rezoning in the park at least five days before the public hearing on the rezoning. If a change in use is granted, the park must provide park tenants written notice of the change in use at least one hundred eighty days (about six months) before the change in use occurs. Ninety days before the park gives the tenants notice, the park cannot increase the rent.

Rental Agreement

Lease (47-16-01)

A lease is a contract by which one person gives another person the temporary possession and use of real property for payment and the other person agrees to return the possession at a future time. A lease may be verbal or written, unless it is for a term of more than one year. A lease for a term of more than one year must be in writing. A tenant should keep a copy of the lease and any other agreements with the park.

There are different types of leases. Leases can be classified as periodic or term. A periodic lease is typically month-to-month, with no set ending date. A term lease specifies the length of the lease, such as six months or one year.

Quiet Possession (47-16-08)

A lease agreement binds the park to provide the tenant quiet possession of the property during the lease term against individuals lawfully claiming the same.

Move In Statement

A park shall provide a tenant a statement describing the condition of the facilities in and about the property to be rented at the time of entering into a rental agreement. The statement shall be agreed to and signed by the park and tenant. The statement constitutes evidence of the condition of the facilities and the property at the beginning of the rental agreement.

Unconscionable Lease Terms (47-16-13.3)

A court may refuse to enforce a lease or any provision of a lease that the court finds is unconscionable.

Notice to Change Terms (47-16-07)

In a month-to-month lease, a park may change the terms of the lease. The park must give the tenant notice in writing at least 30 days before the change takes effect at the end of the month. The notice, when served on the tenant, becomes a part of the lease. The notice may be served in any reasonable manner that actually informs the tenant of the changes. A tenant may reject the proposed changes by terminating the lease. To terminate the lease at the end of the month, the tenant may provide the park twenty-five days notice.

In a term lease, a park may not change the terms of the lease unless the tenant agrees.

Lease Renewal (47-16-06, 47-16-06.1)

Generally, if a tenant remains in possession of the property after the expiration of a term lease and the park accepts rent from the tenant, the parties are presumed to have renewed the lease as a month-to-month tenancy.

Sometimes leases will include an automatic renewal provision stating the lease will automatically renew unless the tenant vacates at the end of the lease term. In a term lease of two or more months, a park may not enforce an automatic renewal provision against a tenant unless the park has complied with a specific requirement. The park must notify the tenant in writing of the automatic renewal provision at least thirty days before the expiration date of the lease. The notice may be delivered personally or by first-class mail. If the park does not give the tenant proper notice, the lease expires and converts to a month-to-month tenancy.

Termination (47-16-14)

A lease generally terminates when one of four situations occur:

1. the lease term ends;
2. both parties consent;
3. the tenant acquires superior title to the property; or
4. the property is destroyed.

Landlord Early Termination (47-16-17)

Sometimes, a landlord may terminate a lease before the end of the lease term. A landlord may terminate a lease early when the tenant uses or allows the property to be used in a manner contrary to the lease agreement or the tenant does not make repairs that the tenant is required to make within a reasonable amount of time after a request is made.

Tenant Early Termination (47-16-16)

Sometimes, a tenant may terminate a lease before the end of the lease term. A tenant may terminate a lease early when the landlord does not fulfill its obligations to provide the tenant quiet possession of the property, keep the property in good condition, or repair the property within a reasonable time after request. A tenant may also terminate a lease early when the greater part of the property or the material part of the property used is destroyed by any cause other than the tenant's ordinary negligence.

Termination by Death (47-16-18)

Upon a tenant's death, a surviving co-tenant or estate of the dead tenant may terminate the lease. Notice of termination by the person terminates the lease on the last day of the month in the month after the tenant died, unless the lease term expired before that time.

Notice of Termination (47-16-15)

The type of notice that is required to terminate a lease depends on the type of lease. In month-to-month tenancies, either party may terminate the tenancy by giving at least one calendar month's written notice at any time. The parties may agree in writing to a longer notice period or a different notice time. The tenant must pay rent through the date of termination.

If a lease converts from a term lease to a month-to-month lease, either party may terminate the lease on the last day of the month by providing at least one calendar month's notice.

If a landlord requires a tenant to give a notice period longer than one month to terminate a lease, then the lease must state the notice requirement and provide space for the tenant to initial next to the notice requirement. If the tenant does not initial the notice requirement at the time of entering into the lease agreement, then the tenant may terminate the lease on the last day of a month by giving at least one calendar month's notice.

Improper Termination

If a tenant improperly terminates a lease agreement, the landlord has claims against the tenant for possession, rent, and actual damages for breach of the lease.

Termination due to Domestic Violence (47-16-17.1)

A tenant involved in domestic violence may terminate a lease early without penalty under certain circumstances. To terminate without penalty, the tenant must be a victim of domestic violence or fear imminent domestic violence against the tenant or the tenant's minor children if they continue to reside on the property. Domestic violence includes physical harm, bodily injury, sexual activity by physical force, assault, or the infliction of fear of imminent physical harm, bodily injury, sexual activity by physical force, or assault that is not committed in self-defense on family or household members.

A tenant must provide advance written notice to the landlord that states:

1. the tenant fear imminent domestic violence from a person
2. the person is named in a court order
3. the tenant needs to terminate the tenancy and
4. the specific date the tenancy will terminate.

The notice of termination must be delivered by mail, facsimile, or in person before the termination.

A tenant is responsible to pay rent for the full month in which the tenancy terminates and an additional one month's rent. The landlord has a duty to attempt to re-rent the unit as soon as possible. The tenant is relieved of all other lease obligations for payment of rent or other charges for the remainder of the lease term. The tenant must pay the additional month's rent before the

tenancy is terminated in order to be relieved of the lease obligations for the remainder of the lease term.

A tenant is still liable for delinquent or unpaid rent or other amounts owed to the landlord before the termination of lease. A landlord may use information provided by the tenant documenting domestic violence as evidence in an eviction proceeding in claims for unpaid rent, damages, or otherwise allowed by law. A landlord may not otherwise disclose information provided by the tenant of domestic violence.

If there are additional tenants bound by the lease, the tenancy will continue for those tenants. The timing for return of the security deposit begins upon expiration of the lease for the remaining tenants. If there are no other tenants, then the timing for return of the security deposit begins on the first day of the month after the date the tenant vacates the property.

A person may not refuse to rent, negotiate for rental, or in any other manner make a unit unavailable or deny, or retaliate against an individual because a tenant, applicant, or household member exercised the right to terminate the lease because of domestic violence. An aggrieved person may commence a legal action against a landlord for violating this law. A court may award statutory damages of \$1,000, actual damages, reasonable attorney's fees, costs, and disbursements.

Abandoned Property

If a tenant does not claim a security deposit within one year of the termination of the lease, it is presumed abandoned.

A landlord may retain and dispose of property with a total estimated value of no more than \$2,500 that is left on the property without legal process 28 days or more after the landlord received actual notice that the tenant vacated the property or after it reasonably appears to the landlord that the tenant vacated the property. The landlord may deduct any storage and moving expenses in excess of the proceeds from the sale of the property from the tenant's security deposit.

If a landlord removes the abandoned property from the unit after obtaining an eviction judgment and serving a special execution, the landlord has a lien upon the property for the reasonable amount of any storage and moving expenses. The landlord may keep the possession of the property until the charges have been paid. The lien does not have priority over a prior perfected security interest in the property.

Transfer of Ownership

When a park owner transfers ownership to a new owner, the original park owner must transfer all tenants' security deposits and accrued interest to the new owner. Until the original owner

transfers the security deposits, it shall not be relieved from liability for tenants' security deposits. At the termination of a lease, the new owner is bound by security deposit laws. A new owner is entitled to the same remedies for recovery of rent, nonperformance of any lease terms, waste, or forfeiture as the original owner.

Assigns

A tenant has the same remedies for breach of lease against a landlord's assignee as the tenant has against the landlord. A tenant's assigns may have remedies against the landlord and the landlord's assigns as well, except for promises against encumbrances, relating to the title, or possession of the property.

A landlord has the same remedies for breach of lease or recovery of possession against a tenant's assignee as the landlord has against the tenant, except when assignment is for security of a loan and does not include possession of the property. A landlord only has remedies against a tenant's assignee for claims that accrued during the assignment.

Landlord Entrance

A landlord may enter a rental unit under certain circumstances. In an emergency, the park may enter the unit at any time. If the park reasonably believes the tenant abandoned the premises or the tenant is in substantial violation of the lease, a park may enter the unit at any time.

To inspect a unit, make repairs, decorations, alterations, or improvements, supply services, or showing the unit, a park may enter the unit during reasonable hours and in a reasonable manner. Unless it is impracticable to do so, a park must notify a tenant that it will be entering the unit and receive a tenant's consent. The tenant must not unreasonably withhold consent. A tenant's consent to entrance must include a specific time allowing the landlord to enter. A tenant's consent is presumed if the tenant fails to object to the landlord's notice of intent to enter at a certain time. The notice may be given by personal service, posting in a conspicuous place in or about the unit for a reasonable period of time, or by any other method which provides a tenant actual notice.

A park shall not abuse its right to access rental units. A park shall not use its right to access to harass or intimidate a tenant.

Lien

A mobile home park landlord may have a lien on a tenant's mobile home if the tenant left the mobile home on the lot after the tenant vacated after an eviction or after the expiration of the lease term. The lien may consist of costs for accrued rent, storage, and removal of a mobile home. The park may keep possession of a mobile home until the lien is paid. A park must post a notice of lien on the primary entrance to the mobile home. The notice must state the name and last known address of the home owner, the name and post office address of the lien claimant, the

amount of the lien, a description of the location of the home, a description of the type of home, and a recitation of the statutory penalty for removing the notice of lien.

A park may sell a home 30 days after the park mails a copy of the notice of lien to the home owner and secured parties of record. After the sale, the park must send the former owner any money left over from the sale after payment of the lien. If the location of the former owner is not known, then any money from the sale is presumed abandoned.

Taxes

Mobile homes are subject to taxation. An owner must file an application for a tax permit with the local county director of tax equalization. An owner must file the application within ten days after acquiring, moving, or bringing the home into the state. A tax permit will not be issued unless all the taxes and penalties are paid.

The state tax commission determines the proper tax assessment value for mobile homes. The director of tax equalization determines the tax for each mobile home pursuant to assessed values. Taxes may be paid in two equal installments if the amount of the tax due is \$40 or more. The first or full installment is due and payable each year on January 10th. The first or full installment becomes delinquent on March 1st and is subject to penalty charges. The second installment is due June 1st and is delinquent on July 1st. If any tax remains due after January 1st of the next year, interest will be assessed until the tax and penalties have been paid in full.

A person with an estate, right, title, interest, or lien on a home may apply for a tax abatement, refund, or compromise if the property is exempt from taxation or if the assessment was invalid, unfair, or unjust. The owner of a home who has paid more in taxes than owed may apply for a tax refund. An owner who has paid taxes in full for a mobile home that has been destroyed beyond repair by fire, wind, or flood is entitled to a tax refund for the part of the year remaining after the property was destroyed.

A mobile home park owner, operator, or manager or dealer is required to display a notice stating the tax requirements in that person's office in a conspicuous place.

A park must make quarterly written reports on or before the 15th day after the last day of each quarter to the local county director of tax equalization. The report must list the number of homes, the names of owners for each home moved into, out of, or within the park, the name of the owner of each home that occupies more than one lot, and the lots which are vacant. The report must also provide the name and date of arrival or departure of each home that has been moved since the last quarterly report.

A mobile home may be exempt from taxation in specific situations. A home is exempt from taxation if:

1. it is owned and lived in by a person who is on active military duty in this state and is a resident of another state.
2. it is owned and occupied by a recipient of welfare, which means the person receives a major portion of income from a state or federal public assistance program. The home must not be permanently attached to land and classified as real property.

3. it is owned and living in by a disabled veteran or unremarried surviving spouse. The veteran or spouse must meet the requirements of one of two situations.
 - a. The person is:
 - i. a paraplegic disabled veteran of the US armed forces or a veteran who has been awarded specially adapted housing by the VA or the unremarried surviving spouse. The first \$120,000 of the true and full value of the property may be exempt from taxation.
 - ii. permanently and totally disabled and permanently confined to the use of a wheelchair, or the unremarried surviving spouse.
 - b. The person is:
 - i. a disabled veteran of the US armed forces with a service-connected disability of 50% or greater; or
 - ii. a disabled veteran who has an extra-schedular rating that includes unemployability that brings the total disability rating to 100% as determined by the VA.

The person must:

 - i. have received an honorable discharge or been retired
 - ii. be an unremarried surviving spouse of a deceased disabled veteran
 - iii. be an unremarried surviving spouse who is receiving VA's dependency and indemnity compensation receives a 100% credit
4. it is owned and lived in by a permanently and totally disabled person or unremarried surviving spouse.
5. it is owned and lived in by a blind person.
6. it is owned and lived in by a person who qualifies for the homestead credit.

A mobile home used for temporary living for recreational or vocational activities is not exempt from taxation.

If the director of tax equalization determines any person is not complying with the tax law requirements, then the director must give the person a warning stating that if the person fails to comply within 10 days, the director may begin civil action against the person. If the director determines there are mobile homes belonging to transients or nonresidents who are not complying with the tax law requirement and the director determines the taxes will be uncollectible without immediate action, then the director must notify the county sheriff. The sheriff must immediately and no later than 5 days commence proceedings to collect the taxes, penalties, and interest due.

Moving Permit

A home owner must obtain a moving permit before the home may be moved. A moving permit may be obtained from the county director of tax equalization. The permit must indicate that all

taxes, penalties, and interest on the home have been paid. While the home is being transported, the permit must be displayed on the rear of the home.

Discrimination

North Dakota State Law prohibits discrimination

A person may not discriminate against an individual based on race, color, religion, sex, disability, age, familial status, national origin, marital status, or receipt of public assistance. A state housing program may not deny admission to or assistance, terminate from participation or evict an applicant or tenant from housing on the basis of domestic violence, dating violence, sexual assault, or stalking.

Housing discrimination includes:

- refusing to sell or rent a property after making a sincere offer
- refusing to negotiate for the sale or rental of a property
- refusing to show or falsely denying availability
- offering different terms, conditions, or privileges of a sale or rental
- providing different services or facilities in connection with a sale or rental
- refusing to permit reasonable modification to a property by a disabled person
- refusing to make reasonable accommodation to rules, policies, practices, or services for a disabled person
- failing to comply with housing design and construction accessibility standards for disabled persons
- refusing to make real estate transactions of selling, brokering, appraising, making or purchasing loans, providing financial assistance to purchase, construct, improve, repair, maintain a dwelling, or to secure real estate, available
- providing different terms or conditions of access, membership, or participating in a listing service, organization, or facility
- denying a person access to, or membership or participation in, a listing service, real estate broker's organization, service, or facility relating to the business of selling or renting property
- engaging in blockbusting activity (making representations about the characteristics of a neighborhood to encourage the sale or rental of property for profit)
- making, printing, publishing or effecting the making, printing, or publishing of a notice, statement, or advertising about the sale or rental of a unit in a manner that indicates discriminatory preference or intention of discriminatory preference
- representing that a unit is not available for inspection for sale or rent when a unit is available for inspection
- interfering, through intimidation, force, or threat of force, with any person's full enjoyment of housing privileges

Disability Documentation

In some situations, a park owner may request a disabled tenant to provide documentation supporting a tenant's reasonable accommodation request to a no pets policy for a service or companion animal. If a tenant's disability, need for the accommodation, or the relationship between the disability and the need is not obvious, the park may request the tenant to provide documentation verifying the same. A park may not require a tenant to provide documentation verifying a disability, need, or relationship between the disability and the need if it is obvious or already known.

If you are experiencing any discrimination in your housing situation, you can take action

If you believe you have been discriminated against illegally, you may get an attorney to take the case directly to court. Alternately, you or your attorney can call or write to Department of Labor and Human Rights Division, High Plains Fair Housing, or the Department of Housing and Urban Development (HUD). This contact must be made within one year of the discriminatory act or occurrence. The Department of Labor and Human Rights Division will be able to conduct an investigation, and will be the one to impose any penalties necessary.

Contact Information:

Department of Labor: 701-328-2660

High Plains Fair Housing: 701-203-1077

HUD: 701-239-5136

Tenant Duties

Ordinary Care

A tenant must use ordinary care to keep the property in safe and good condition.

Damage

A tenant must repair all damage to the property that is caused by the tenant's ordinary negligence.

Use of Property

A tenant must only use property for the purpose for which it is leased. If the tenant uses the property for any other purpose, the park may hold the tenant responsible for the safety of the property during such use or rescind the lease.

Obligations

A tenant must comply with specific obligations. A tenant must:

- a. comply with all applicable provisions imposed upon tenants of building and housing codes materially affecting health and safety;
- b. keep the portion of the property leased as clean and safe as the condition permits;
- c. periodically remove and dispose of garbage from the tenant's unit;
- d. keep all plumbing fixtures in the unit or used by the tenant as clean as the condition permits;
- e. use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in a reasonable manner;
- f. not deliberately or negligently destroy, damage, or remove any part of the property or knowingly allow anyone else to do so;
- g. conduct oneself and require tenant's guests to conduct themselves in a manner that will not disturb the tenant's neighbors' peaceful enjoyment of the property.

A park may commence legal action against a tenant for breach of the tenant's obligations. A court may award reasonable attorney's fees to the prevailing party.

Glossary

Manufactured home: A structure that is transportable in one or more sections and erected onsite. In traveling mode, the structure is eight body feet or more wide and forty body feet or more in length or, when erected onsite, is three hundred twenty square feet or more. The structure is built on a permanent chassis and signed to be used as a dwelling with or without a permanent foundation when connected to utilities. It has plumbing, heating, air-conditioning, and electrical systems.

Mobile Home: A structure which is built on a permanent chassis and is designed for human living quarters. It is either attached to utility services or is twenty-seven feet or more long.

General Resources

This section is designed to provide additional resources to mobile home park owners, managers, residents, and dealers. The following agencies provide varying services to those involved with mobile home parks.

North Dakota Attorney General's Office

600 E. Boulevard Ave Dept.
125
Bismarck ND 58505
Phone: 701-328-2210
attorneygeneral.nd.gov

North Dakota Dept. of Health, Environmental Health Section

918 East Divide Avenue
Bismarck, ND 58501-1947
Phone: 701-328-5150
Fax: 701-328-5200
www.ndhealth.gov

North Dakota Dept. of Labor and Human Rights

600 E Boulevard Ave
Department 406, Room 107,
Bismarck, ND 58505
Phone: 701-328-2660
Concerning Housing
Discrimination
www.nd.gov/labor/human-rights/housing

North Dakota Dept. of Transportation Motor Vehicles

Phone: 701-328-2725
Toll Free: 1-800-582-8032
Fax: 701-328-1487
Concerning Dealer
Regulations and Licensing
<http://www.dot.nd.gov/divisions/mv/vehicle.htm#dealerrequirements>

North Dakota Dept. of Commerce

1600 E. Century Ave., Suite
2
PO Box 2057
Bismarck, ND 58503
Phone: 701-328-5300
commerce@nd.gov
Concerning Inspections and
Building Codes of
Manufactured Homes:
<https://communityservices.nd.gov/buildingcode/>

Department of Housing and Urban Development (HUD)

North Dakota
657 2nd Avenue North
Third Floor, Room 366
P.O. Box 2483
Fargo, North Dakota 58108-
2483
Phone: 701-239-5136
https://portal.hud.gov/hudportal/HUD?src=/states/north_dakota

North Dakota Manufactured Housing Association

PO Box 2681
Bismarck, North Dakota
58502
Phone: 701-223-6671
Fax: 701-223-8574
<http://www.ndmha.com/>

High Plains Fair Housing Center

1405 1st Ave North, Grand
Forks, ND 58201
Phone: 701-203-1077
Toll Free: 1-866-380-2738
<http://www.highplainsfhc.org>

Better Business Bureau of Minnesota and North Dakota

220 S. River Ridge Circle
Burnsville, MN 55337
Phone: 651-699-1111
www.bbb.org

North Dakota Housing Finance Agency

2624 Vermont Avenue
PO Box 1535
Bismarck, ND 58502-1535
Phone: 701-328-8080
800-292-862
<https://www.ndhfa.org/>

All Parks Alliance for Change (APAC)

2380 Wycliff St., Ste 200
St. Paul, MN 55114
Phone: 651-644-5525
855-361-2722
allparksallianceforchange.org

North Dakota Dept. of Veterans Affairs

Provides information, loans and insurance to veterans who wish to purchase manufactured homes.

Department of Veterans Affairs
810 Vermont Avenue NW
Washington, DC 20420
Phone: 800-827-1000
www.va.gov

Legislature

House and Senate Information
Phone: 701-328-2916
<http://www.legis.nd.gov/>

North Dakota Protection and Advocacy Project

A protection and advocacy system for people with disabilities in North Dakota. Their staff is trained to be knowledgeable about service delivery systems and the legal rights of people with disabilities.
Wells Fargo Bank Building
400 E. Broadway, Suite 409
(701) 328-2950
(888) 472-2670
www.ndpanda.org

Alternative Dispute Resolution in North Dakota

The North Dakota Judicial System encourages the use of Alternative Dispute Resolution or “ADR” as a potentially more cost effective means of resolving disputes. ADR may result in greater satisfaction of all participants.

The Alternative Dispute Resolution page on the North Dakota Supreme Court website has instructions about how to go through this process and a list of mediating organizations:

Alternative Dispute Resolution, cont’d

Fargo:
4201 38th Street South
Suite 104
Fargo, ND 58104-7535
Phone: 866-634-8387 or 701-239-7165
Fax: 701-239-7166

Bismarck:
925 Basin Avenue
Suite 6
Bismarck, ND 58504
701-328-544
http://www.ndcourts.gov/_COURT/ADR/

Immigrant Services

Lutheran Social Services of North Dakota –
Immigration Services
Fargo Program Center
3911 20th Ave. S.
Fargo, ND 58103
Phone: 701.235.7341
<http://www.lssnd.org/>

Legal Aid Services

Legal Aid Services provide legal assistance to financially disadvantaged persons. Each Legal Aid office has criteria to determine when a person qualifies for legal assistance at little to no cost. Some Legal Aid offices provide assistance only within certain areas of the state or to certain groups of individuals-see specific listings for more information.

Legal Services of North Dakota

Age 60+ call toll-free 1-866-621-9886

Under age 60 call toll-free 1-800-634-5263

Fargo Law Office

112 N University Drive, Suite 220

PO Box 1327

Fargo, North Dakota 58107

The Fargo Office serves the east counties of:

Barnes

Cass

Cavalier

Grand Forks

Griggs

Nelson

Pembina

Ransom

Richland

Sargent

Steele

Trail

Walsh

McIntosh

Morton

Oliver

Slope

Stark

Sheridan

Sioux

Stutsman

Minot Law Office/Central Intake Unit

20 1st St SW, Suite 201

Minot, North Dakota 58701

The Minot Office serves northwest counties of:

Benson

Billings

Bottineau

Burke

Divide

Dunn

Eddy

Golden Valley

McHenry

McKenzie

McLean

Mercer

Mountrail

Pierce

Ramsey

Renville

Rolette

Towner

Wells

Williams

Ward

Bismarck Law Office

418 E Broadway Ave. #7

Bismarck, North Dakota 58501

The Bismarck Office serves the southwest counties of:

Adams

Bowman

Burleigh

Dickey

Emmons

Foster

Grant

Hettinger

Kidder

Lamoure

Logan

Small Claims Court

If you have a case that is **under \$15,000 and less than six years old**, you may be able to take it to Small Claims Court without needing to hire an attorney. Before taking your case to Small Claims Court, see if you can resolve the issue by writing a letter to the person you would like to sue stating your intent to take them to court. If you are unable to come up with a solution, the next step is to file a claim affidavit with the local clerk of district court (see contact information below).

For information on the process of taking your case to Small Claims Court, visit:
www.legalassist.org/?id=86&form_data_id=39

***Below is contact information for the Clerks of District Court for the counties that contain the 6 most populous cities in North Dakota. If your county isn't listed below, go to:
www.ndcourts.gov/court/counties/counties.htm***

Burleigh County:
Clerk: Michele Bring
701-222-6690

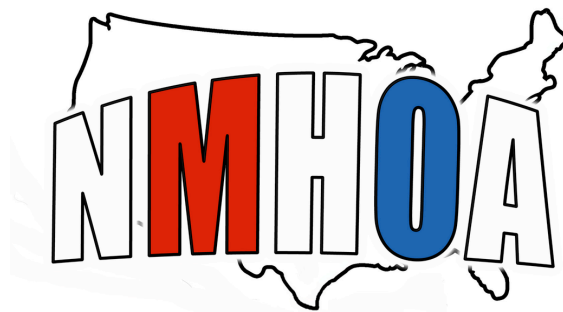
Cass County:
Clerk: Lindsey Scheel
701-451-6900

Grand Forks County:
Clerk: Rebecca Absey
701-787-2715

Stark County:
Clerk: Linda Splichal
701-227-3184

Ward County:
Clerk: Susan Hoffer
701-857-6600

Williams County
Clerk: Jody Fixen
701-774-4375



Questions?

*Contact All Parks Alliance for Change
Call (651)-644-5525 or toll free at (855)-361-2722
Or email info@allparksallianceforchange.org
Or consult pages 28-30*

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