

What is Habitability?

Mobile Homeowners Right to a Clean and Safe Park

Your Landlord Must:

- Meet the requirements of local codes affecting health and safety.
- Make repairs necessary to keep the park clean and safe.
- Provide for the removal of garbage and waste.
- Maintain in good working order all common areas such as the swimming pool, showers, and plumbing.
- Provide a statement to you ahead of time for any planned shut offs in electricity or water.
- Supply hookups for electricity and air conditioning.

The law gives you the right to clean and safe living conditions. Enforcing this right can be complicated. Before you withhold rent, move out, or pay for repairs, get legal advice if you can.

Steps to Follow When You Have a Habitability Issue

Step 1: What is the issue with your mobile home space?

Non-compliance Affecting Health and Safety

This type of non-compliance is when your landlord violates the lease in a way that affects health and/or safety. This would include a lack of services like running water, gas, electrical service, hot water, heat, AC, and plumbing.

General Non-Compliance

General non-compliance means that your home is still livable, but you need something fixed. This includes things like a disruptive neighbor or pests that are annoying but not a health risk.

Step 2: Whatever is wrong, let your landlord know in writing.

Write a letter to your landlord and make sure to keep a copy. If you want to write your own letter:

1. Introduce yourself as a tenant.
2. Give your address.
3. Say what issue you want fixed.
4. If necessary, list a day and time that your landlord may enter your home.
5. Send the letter to your landlord by certified mail, their address should be provided on your lease.

Or, if you choose to personally deliver the letter to your landlord, make sure to bring a witness.



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Step 3: How long does your landlord have to fix the problem?

Non-compliance Affecting Health and Safety

You may end the lease in 20 days if your landlord does not fix the problem within 10 days from the date you provide notice. Ex: A pipe bursts and you have no access to running water.

General Non-compliance

You may end the lease in 30 days if your landlord does not fix the problem within 14 days from the date you provide notice. Ex: non-dangerous pest infestation.

Step 4: What if your landlord doesn't make the repair on time?

You Must Provide Notice

1. Regardless of the type of violation, if you want to end the lease, you must provide the landlord with written notice.
 2. It is very important to give as much detail as possible when you provide notice of the things your landlord has done or has failed to do. Be sure to include dates, times, and places..
 3. If you'd like help writing your notice, SU2J may be able to help.
 4. You can deliver the notice by personally delivering the document to your landlord (bring a witness) or by sending it by certified mail. Certified mail means the post office has proof that you put the letter in the mail.
 5. Make sure to keep a copy of the notice for yourself.
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Self Help

1. If your landlord will not fix the issue, you have two options, you may either

- a) Move out on the date you provided in your notice, or b) Seek self help

2. If you choose to seek self help, you must do the following:

- a) Notify the landlord, in writing, that you plan to have the problem fixed by a contractor and will bill the landlord for the costs
- b) For non-emergency issues, the landlord has 20 days, from the date you deliver this notice, to fix the problem. To save yourself time, you can deliver the self help notice at the same time as your notice to break the lease.
- c) Keep receipts of when the work was done, by whom, and for how much. Then, write to your landlord again to tell them the repair is done.
- d) Provide your landlord with a copy of your receipt from the licensed contractor, along with a waiver of lien, and tell your landlord you will deduct this amount from your next month's rent.
- e) A waiver of lien means the contractor agrees that the bill for their services has been paid.
- f) A waiver of lien should state: "By signing this, I hereby waive any lien I may have for work performed on (date) at (rental address). Signed (contractor name and business address and license number) and (date)."