



General Assembly

Amendment

January Session, 2025

LCO No. 9616



Offered by:
REP. WEIR, 55th Dist.

To: House Bill No. 5428

File No. 587

Cal. No. 361

(As Amended)

**"AN ACT CONCERNING MOBILE MANUFACTURED HOME
PARKS."**

1 Strike section 5 in its entirety and substitute the following in lieu
2 thereof:

3 "Sec. 5. Subsection (b) of section 21-80 of the general statutes is
4 repealed and the following is substituted in lieu thereof (*Effective October*
5 *1, 2025*):

6 (b) (1) Notwithstanding the provisions of section 47a-23, an owner
7 may terminate a rental agreement or maintain a summary process action
8 against a resident who owns a mobile manufactured home only for one
9 or more of the following reasons:

10 (A) Nonpayment of rent, utility charges or reasonable incidental
11 services charges;

12 (B) Material noncompliance by the resident with any statute or

13 regulation materially affecting the health and safety of other residents
14 or materially affecting the physical condition of the park;

15 (C) Material noncompliance by the resident with the rental
16 agreement or with rules or regulations adopted under section 21-70, as
17 amended by this act;

18 (D) Failure by the resident to agree to a proposed rent increase,
19 provided the owner has complied with all provisions of subdivision (5)
20 of this subsection; or

21 (E) A change in the use of the land on which such mobile
22 manufactured home is located, provided all of the affected residents
23 receive written notice (i) at least three hundred sixty-five days before
24 the time specified in the notice for the resident to quit possession of the
25 mobile manufactured home or occupancy of the lot if such notice is
26 given before June 23, 1999, or (ii) at least five hundred forty-five days
27 before the time specified in the notice for the resident to quit possession
28 of the mobile manufactured home or occupancy of the lot if such notice
29 is given on or after June 23, 1999, regardless of whether any other notice
30 under this section or section 21-70, as amended by this act, has been
31 given before June 23, 1999; provided nothing in subsection (f) of section
32 21-70, as amended by this act, section 21-70a, as amended by this act,
33 subsection (a) of this section, this subdivision and section 21-80b shall
34 be construed to invalidate the effectiveness of or require the reissuance
35 of any valid notice given before June 23, 1999.

36 (2) An owner may not maintain a summary process action under
37 subparagraph (B), (C) or (D) of subdivision (1) of this subsection, except
38 a summary process action based upon conduct which constitutes a
39 serious nuisance or a violation of subdivision (9) of subsection (b) of
40 section 21-82, prior to delivering a written notice to the resident
41 specifying the acts or omissions constituting the breach and that the
42 rental agreement shall terminate upon a date not less than thirty days
43 after receipt of the notice. If such breach can be remedied by repair by
44 the resident or payment of damages by the resident to the owner and

45 such breach is not so remedied within twenty-one days, the rental
46 agreement shall terminate except that (A) if the breach is remediable by
47 repairs or the payment of damages and the resident adequately
48 remedies the breach within said twenty-one-day period, the rental
49 agreement shall not terminate, or (B) if substantially the same act or
50 omission for which notice was given recurs within six months, the
51 owner may terminate the rental agreement in accordance with the
52 provisions of sections 47a-23 to 47a-23b, inclusive. For the purposes of
53 this subdivision, "serious nuisance" means (i) inflicting bodily harm
54 upon another resident or the owner or threatening to inflict such harm
55 with the present ability to effect the harm and under circumstances
56 which would lead a reasonable person to believe that such threat will be
57 carried out, (ii) substantial and wilful destruction of part of the
58 premises, (iii) conduct which presents an immediate and serious danger
59 to the safety of other residents or the owner, [or] (iv) using the premises
60 for prostitution or the illegal sale of drugs. If the owner elects to evict
61 based upon an allegation, pursuant to subdivision (8) of subsection (b)
62 of section 21-82, that the resident failed to require other persons on the
63 premises with the resident's consent to conduct themselves in a manner
64 that will not constitute a serious nuisance, and the resident claims to
65 have had no knowledge of such conduct, then, if the owner establishes
66 that the premises have been used for the illegal sale of drugs, the burden
67 shall be on the resident to show that the resident had no knowledge of
68 the creation of the serious nuisance, or (v) using the premises for the
69 purpose of unlawfully trafficking illegal immigrants or minor children.

70 (3) Notwithstanding the provisions of section 47a-23, termination of
71 any tenancy in a mobile manufactured home park shall be effective only
72 if made in the following manner:

73 (A) By the resident giving at least thirty days' notice to the owner; or

74 (B) By the owner giving the resident at least sixty days' written notice,
75 which shall state the reason or reasons for such termination, except that,
76 when termination is based upon subparagraph (A) of subdivision (1) of
77 this subsection, the owner need give the resident only thirty days'

78 written notice, which notice shall state the total arrearage due provided,
79 the owner shall not maintain or proceed with a summary process action
80 against a resident who tenders the total arrearage due to the owner
81 within such thirty days and who has not so tendered an arrearage under
82 this subparagraph during the preceding twelve months.

83 (4) Except as otherwise specified, proceedings under this section shall
84 be as prescribed by chapter 832.

85 (5) Nothing in this subsection shall prohibit an owner from increasing
86 the rent at the termination of the rental agreement if (A) the owner
87 delivers a written notice of the proposed rent increase to the resident at
88 least [thirty] ninety days before the start of a new rental agreement; (B)
89 the proposed rent is consistent with rents for comparable lots in the
90 same park, provided the proposed rent shall not increase at a rate that
91 exceeds (i) the percentage change in the most recently published
92 consumer price index for the preceding twelve-month period plus two
93 per cent, or (ii) the rate approved by the Mobile Manufactured Home
94 Council pursuant to subsection (c) of section 21-84a, as amended by this
95 act; and (C) the rent is not increased in order to defeat the purpose of
96 this subsection."