

Ag 125

Filed April 21, 1976
3:40 p.m. C. L. Paulson

STATE OF WISCONSIN)
) SS
DEPARTMENT OF AGRICULTURE)

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

I, Claire L. Jackson, Administrator, Trade Division, and custodian of the official records of said Division do hereby certify that the annexed order repealing and recreating rules relating to mobile home parks, Wis. Adm. Code Chapter Ag 125, was duly adopted by the department on April 21, 1976.

I further certify that said copy has been compared by me with the original on file in the department and that the same is a true copy thereof, and of the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand at Madison, Wisconsin, this 21 day of April, 1976.



Claire L. Jackson
Administrator
Trade Division

ORDER OF THE STATE OF WISCONSIN DEPARTMENT OF AGRICULTURE
REPEALING AND ADOPTING RULES

Pursuant to authority vested in the State of Wisconsin Department of Agriculture by section 100.20(2), Wis. Stats., the Department hereby repeals and recreates Wis. Adm. Code Chapter Ag 125 to read as follows:

CHAPTER AG 125
MOBILE HOME PARKS

Ag 125.01 Declaration of policy. Zoning restrictions imposed by local units of government on the development and use of land for the location of mobile homes have resulted in a shortage of rental sites in many areas of the state. This shortage has had the effect of limiting competition between mobile home park operators in the rental of sites, placing many of them in a dominant market position with respect to persons renting or seeking to rent mobile home sites. This has impaired the bargaining position of tenants, and resulted in the imposition of undue burdens and requirements as conditions to the rental of mobile home sites. These have included required tie-in purchases of goods and services, including mobile homes, from the park operator or persons named by the operator, with the result that competition in the sale of such goods and services has been inhibited. Park entry requirements, coupled with the shortage of mobile home sites, have further limited the possibilities for relocating mobile homes between parks, thereby subjecting tenants to the threat of serious

financial loss unless permission is granted to sell their mobile homes in place. This has made tenants susceptible to the threat of arbitrary eviction, and further encouraged the imposition of arbitrary terms and charges, including terms and charges not disclosed at the outset of tenancy. These and other acts or practices by mobile home park operators constitute unfair methods of competition and unfair trade practices in business, and are prohibited under section 100.20, Wis. Stats.

Ag 125.02 Definitions. (1) "Mobile home" means a unit designed to be towed or transported and used as a residential dwelling, but does not include such units used primarily for camping, touring, or recreational purposes.

(2) "Site" means any plot of land which is rented, or intended to be rented for the accommodation of a mobile home occupied for residential purposes, but does not include a plot of land accommodating a mobile home occupied on a strictly seasonal basis.

(3) "Mobile home park" means any tract of land containing 2 or more sites.

(4) "Person" means any individual, corporation, partnership, association, business organization or entity.

(5) "Operator" means any person engaged in the business of renting sites in a mobile home park to tenants.

(6) "Tenant" means any person renting a site from an operator.

(7) "Rental agreement" means an agreement between an operator and a tenant for the rental of a site.

(8) "Utility service" means electricity, water, sewer, and gas and petroleum fuels, including liquified petroleum gas.

Ag 125.03 Tie-in sales; separate or discriminatory charges.

No operator shall:

(1) Require, as a condition to the rental of any site, the purchase of a mobile home from the operator or any dealer, manufacturer, or agent named by the operator.

(2) Represent to any person that the purchase of a mobile home from the operator or any dealer, manufacturer, or agent named by the operator will give the purchaser an advantage over others in the rental or continued occupancy of a site.

(3) Discriminate or threaten to discriminate in rental charges or in any other respect against a tenant for failure of the tenant to purchase a mobile home from the operator or any dealer, manufacturer, or agent named by the operator.

(4) Solicit or receive any payment or other thing of value from any seller of a mobile home for agreeing to rent a site to the purchaser of such mobile home.

(5) Solicit or receive any payment or other thing of value from any person upon the representation or understanding that such consideration will give that person an advantage over others in the rental or continued occupancy of a site.

Ag 125.04 Rental agreement; requirements. (1) Every rental agreement shall be in writing, and a copy thereof shall, at the time the agreement is entered into, be furnished to the tenant. If a mobile home is purchased from or through the operator, a copy of the rental agreement shall be furnished to the tenant before the tenant signs the purchase contract. The rental agreement shall

conspicuously set forth all terms and conditions affecting the rental of the site, and shall include, but not be limited to:

(a) The amount of rent for each rent paying period and all property, services and facilities provided by the operator and included in the rent.

(b) The amount of any security deposit, installation, or other charge payable by the tenant under the rental agreement but not included in the rent. All charges shall be stated in the main body of the rental agreement, and not in a separate or supplementary document.

(c) A disclosure of the tenant's duty to remove the mobile home from the park upon termination of tenancy, unless otherwise provided in the rental agreement.

(d) All park rules and regulations. If the rules and regulations are contained in a separate document, that document shall be furnished to the tenant together with the principal agreement.

(e) The approximate size of the site and its location in the park.

(f) The amount of the monthly mobile home parking fee assessed by local units of government and payable by the tenant. If the monthly fee is not known, an approximation shall be given.

(2) The initial, and each succeeding rental agreement shall be for a term of no less than one year, unless a shorter term is requested by the tenant and agreed to by the operator. Except for mobile home parking fees assessed by local units of government, rent and other charges under the rental agreement shall not be in-

creased during the term of the agreement. Under any agreement for a rental term of 2 or more months, rental payments shall, at the option of the tenant, be payable in equal monthly installments.

(3) The operator shall, at the time the rental agreement is entered into, and throughout the term of the rental agreement, make available to the tenant the name, address, and telephone number of a person who may be contacted concerning the maintenance of facilities and services provided by the operator. Such information shall be included in the tenant's copy of the rental agreement or in a separate written notice furnished to the tenant.

Ag 125.05 Rental agreement; limitations. (1) No park entrance or exit fee shall be charged to any tenant; nor shall any charge be made for the sale of mobile home equipment or accessories, or the furnishing of services or facilities to the tenant unless the tenant is free to purchase or obtain such goods or services from other sources of the tenant's own choosing. This subsection shall not apply to:

(a) A security deposit not exceeding an amount equal to one month's rent, if provided for in the rental agreement.

(b) Reasonable charges for moving a tenant's mobile home on or off the park premises, or for connecting or disconnecting park or service facilities to or from the mobile home.

(c) Charges for underground utility services installed by the operator prior to the time at which such services became available from a public utility, subject to subsection (3).

(d) Reasonable charges, if set forth in the rental agreement, for snow removal, lawn care, or similar services performed by the operator upon the failure of a tenant to fulfill obligations under the rental agreement. Before charges may be imposed under this exception, the tenant, if available, shall be given prior notice and a reasonable opportunity to fulfill obligations under the rental agreement.

(2) Charges for utility services provided by the operator shall be reasonably competitive with prices for such services from public utilities or other local sources, and shall be computed on quantities used by the tenant. As an exception to this requirement, charges for water furnished by the operator may be assessed on a flat rate or other uniform basis, without regard to quantities used, if metering devices have not been installed. Whenever a utility charge is computed on the quantity of the utility service used by the tenant, the tenant shall be provided with a written invoice specifying both the charge and the quantity used.

Ag 125.06 Changes in rental terms or park rules. (1) If any change or increase in rent or fees, or any other substantial change in the terms or conditions of tenancy is to be made in connection with the renewal of any rental agreement, a copy of the proposed new agreement, or amendments to the existing agreement, shall be furnished to the tenant, in writing, at least 28 days prior to the date on which the proposed new agreement is to take effect. All changes shall be specifically brought to the tenant's

attention by a separate statement on the proposed rental agreement or in a separate document attached thereto. The operator or a representative of the operator shall meet with tenants, or any group of tenants, on the proposed changes, at their request. Nothing in this section shall be construed as interfering with the operator's right to terminate any tenancy in accordance with Chapter 704, Wis. Stats., and section Ag 125.09, if the tenant declines to accept the proposed new agreement.

(2) Nothing in this chapter prohibits a park operator from changing general park rules and regulations during the term of any rental agreement or tenancy, provided all tenants are given at least 28 days prior written notice of any proposed change, and an opportunity to meet with the operator or a representative of the operator on such change before it takes effect.

(3) Notice of proposed changes in rental terms and conditions or park rules and regulations under subsections (1) or (2) may be furnished to the tenant in person or by mail. Notice by mail shall be considered actual notice.

Ag 125.07 Sale of mobile home; transfer of tenancy. (1) No tenant shall be required to designate the operator, or any person named by the operator, as agent for the sale of a tenant's mobile home; nor shall any other unreasonable restriction be imposed by the operator on the sale of a tenant's mobile home by the tenant or an agent of the tenant's own choosing.

(2) No payment or other thing of value shall be solicited or received by the operator as a condition to the assignment or

sublease of a rental agreement by a tenant, or as a condition to the transfer of tenancy to a buyer of the tenant's mobile home.

(3) This section does not prohibit the operator from acting as agent for the sale of a tenant's mobile home at the tenant's request, pursuant to a separate written agreement, but no charge may be made under such an agreement in excess of a reasonable commission or fee for services actually rendered.

Ag 125.08 Mobile home relocation. (1) No tenant shall be required to relocate a mobile home within a park during the term of the rental agreement, or to assume the cost of any required relocation under a new or renewal rental agreement, except in emergency or where the tenant has violated the terms and conditions of the rental agreement. This does not apply to a mobile home which has been vacated by the tenant.

(2) Any required relocation shall, except in emergency, be preceded by written notice setting forth the reason for such relocation. Notice shall be given within the time period required under Chapter 704, Wis. Stats., for termination of tenancies.

Ag 125.09 Termination of tenancy. (1) Whenever an operator terminates any rental agreement or refuses, upon the expiration of a lease, to renew the lease or to enter into a new rental agreement, the operator shall provide the tenant with written notice setting forth the reason for such termination or refusal. Notices of termination shall comply with the requirements of Chapter 704, Wis. Stats., as applicable.

(2) No operator shall terminate a rental agreement or refuse, upon expiration of a lease, to renew the lease or to enter into a new rental agreement for the reason that:

(a) The tenant has reported a violation, by the operator, of this chapter or any other law to any governmental authority, or filed suit alleging such violation.

(b) The tenant is a member of a tenant's union or association.

(c) The operator wishes to make a site available to a person purchasing a mobile home from the operator or an agent of the operator.

(3) No payment or other thing of value, except for normal rental payments, shall be solicited or received by any park operator for permitting a tenant to leave the tenant's mobile home in the park upon termination of tenancy.

Ag 125.10 Prohibited practices; general. No operator shall:

(1) Make any false, deceptive, or misleading representation to induce a mobile home sale or site rental, or make any representation inconsistent with or contrary to the written rental agreement.

(2) Impose any term or condition, or any rule or regulation which the operator knows or reasonably ought to know is in conflict with this chapter or other applicable law.

(3) Require any tenant to make permanent improvements to the mobile home park or any of its facilities, or assess any separate charge therefor.

(4) Restrict the choice of vendors from whom a tenant may purchase goods or services, except that an operator may prohibit

all solicitation by sellers of goods or services within the mobile home park.

(5) Enter a tenant's mobile home without the tenant's permission and reasonable prior notice to the tenant, except that if the tenant cannot be contacted and the operator reasonably believes that entry is necessary because of emergency, or to preserve and protect the mobile home or the park, the operator may enter without notice or permission.

The rules contained herein shall take effect as provided in section 227.026, Wis. Stats.

Dated: April 21, 1976.

STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE

By Claire L. Jackson
Claire L. Jackson
Administrator
Trade Division