

This fact sheet is intended to help you and other mobile home park residents protect your home and family. It flags lease provisions that deserve special attention and provides general and practical advice to address specific concerns voiced by park residents. We recommend that you take at least three steps to begin to understand your rights, responsibilities, and options under your homesite lease agreement and Iowa law.

Step One: Read the rental agreement and park rules and regulations, which are part of the lease. At least try. Some leases are many pages long, filled with legalese, and drafted to cover parks in several states, not just Iowa. Even lawyers have trouble understanding some provisions. Make a copy, and note your questions and comments on the lease.

Step Two: Read the Iowa Legal Aid Guide to Mobile Home Park Law in Iowa. It's best used as a reference tool -- don't read it front to back! It might be old, but it is accurate. The guide should answer many questions you might have before and after you move in. <https://www.iowalegalaid.org/resource/a-guide-to-mobile-home-park-law-in-iowa-sept/download/7DE1921B-0EF7-C725-BBA1-CC0732B791AB>

Step Three: Talk with your neighbors, advocates, and organizations such as the Center for Worker Justice. There is strength in numbers. Your neighbors might have had similar experiences and be able to answer your questions. Community meetings are a good way to figure out what rights you have under your lease. Consult with Legal Aid and other lawyers.

Some Important Numbers, Dates, and Deadlines:

When reading a lease, pay special attention to a few numbers and dates, such as the amount of rent, the rent due-date, and the date the lease starts and ends. Also keep in mind the numbers 30 and 60:

The landlord must notify you of all changes to park rules and regulations 30 days before they become effective.

The landlord must give you at least 60 days written notice before canceling the lease.

You must give the landlord at least 60 days written notice if they want to cancel the lease.

Inspection and Inventory Checklist:

To protect your interests, you should fill out the checklists provided to you by the landlord and keep a copy for your records. Have a friend or neighbor accompany you when you inspect the homesite and home. Take pictures of the home and the lot using a smartphone or other camera, and keep the photos your records. If you rent the home, take pictures of the inside of the home, too. That way, if you forget to list something on the checklist and your landlord tries to withhold a deposit and blame you for property damage, you can prove the condition of the lot and home when you moved in or move out.

Some leases note that if you leave something off the checklist you are admitting that the property was in good condition. The landlord might try to use the checklist to withhold a deposit or sue you in court for damaging an item that was not in the checklist. Iowa law states that an inventory list is just one piece of evidence, not conclusive proof. You can use other evidence to prove the condition the lot or home was in, including photos, your testimony, and the testimony of people who helped you inspect the property.

Plants, Shrubs, Sheds and Other Improvements:

Taking photographs of the property is also a good idea if you plan on making improvements to the lot. Many of you want to add plantings or shrubs to the lot, put up a shed, or install a fence -- after first checking the lease to see if you need the landlord's advance permission. Photographs and purchase receipts can prove that you made the improvements. The pictures will also depict what the grounds looked like before you moved in, so you can restore the lot to its original condition when you leave and take the shrubs, shed or other improvements.

Some leases say that when you move out, the shed, shrubs, plantings, or other improvements you make automatically become the property of the landlord. Iowa law, however, says that except for a natural lawn, improvements you purchase and install remain your property. You may remove or dispose of the improvements before your lease ends, provided you leave the mobile home space in substantially the same or better condition than it was when you moved in.

Community Rules and Fees:

Mobile home park rules and regulations are part of the lease. Violating some rules can be grounds for lease termination and eviction. Some violations involve fees and charges. For example, lease agreements sometimes list fees and charges for speeding, parking in certain areas, failing to clean up pets waste, or smoking in a leased home. Iowa law says these types of fees are enforceable so long as they are not "penalties." Unfortunately, it is not clear what counts as a penalty instead of a fee. An excessively high fee may be evidence of a penalty that is not allowed. As a practical matter, landlords might not want to, or be able to enforce certain rules, one agreement we read says that speeding will be monitored using a radar gun even though there is no evidence that park management has or uses a radar gun.

Abandonment:

You may have to leave your home for an extended period of time to go on vacation, visit relatives, address illness or injury, or for other reasons. If you are gone long enough, the landlord may worry that you have left the community for good and abandoned your home. In the worst case, abandonment could lead to your home being removed from the park or sold. To prevent this from happening, make sure you notify your landlord and arrange to pay the lot rent when due while you are gone.

Some leases require you to notify the landlord that you will be gone for 14 days or more. If you fail to do so, the landlord will presume that you have abandoned the home you own or rent can begin to take legal action. Iowa law, however, says that a tenant must be gone a minimum of 30 days without a reasonable explanation for their absence before they are considered to have abandoned the home. The tenant is considered to have abandoned the home if the rent is more than 3 days late during the 30 days they are absent.

Final Thoughts:

The landlord has the burden of proving that you violated or breached the lease or a community rule or regulation in court. Not all lease provisions are enforceable, even if the landlord took steps to properly notify you. Read the Iowa Legal Aid guide and reach out to your neighbors if you have questions about the lease or a notice you receive from the landlord. Most important, contact a lawyer if you receive any court papers.