CHAPTER 47

Manufactured Home Park Tenancy Act

ARTICLE 1

General Provisions and Definitions

Subarticle I

Short Title, Construction, and Purpose

**SECTION 27‑47‑10.** Short title.

 This chapter is known as the South Carolina Manufactured Home Park Tenancy Act.

HISTORY: 1991 Act No. 135, Section 1.

**SECTION 27‑47‑20.** Purposes and policies of chapter; liberal construction.

 (A) This chapter must be construed liberally and applied to promote its underlying purposes and policies.

 (B) The underlying purposes and policies of this chapter are to:

 (1) provide for the rights and obligations of manufactured home owners and manufactured home park owners and clarify the law governing the renting or leasing of residential lots in a manufactured home park in which five or more lots are offered for rent or lease;

 (2) encourage manufactured home park owners and manufactured home owners to maintain and improve the quality of housing.

HISTORY: 1991 Act No. 135, Section 1.

Subarticle II

Scope and Jurisdiction

**SECTION 27‑47‑110.** Applicability of this chapter and Chapter 40 of Title 27.

 This chapter applies to, regulates, and determines the rights, obligations, and remedies under a rental agreement for a residential manufactured home park lot located within this State. The provisions of the Residential Landlord and Tenant Act in Chapter 40 of Title 27 shall apply to tenancies in manufactured home parks if such application is not inconsistent with or contrary to the provisions of this chapter.

HISTORY: 1991 Act No. 135, Section 1; 1998 Act No. 382, Section 3.

**SECTION 27‑47‑120.** Tenancies not governed by chapter.

 The following tenancies are not governed by this chapter:

 (1) in which both a manufactured home and a manufactured home lot are rented or leased by the resident;

 (2) in which a rental space is offered for occupancy by a vehicle which primarily is designed as temporary living quarters for recreational camping or travel use and which either has its own motor power or is mounted on or drawn by another vehicle;

 (3) at a manufactured home park in which fewer than five lots are offered for rent or lease.

HISTORY: 1991 Act No. 135, Section 1.

**SECTION 27‑47‑130.** Determination of jurisdiction and service of process.

 Jurisdiction and service of process must be determined pursuant to Section 27‑40‑130 with respect to a claim arising from a transaction to which this chapter applies.

HISTORY: 1991 Act No. 135, Section 1.

Subarticle III

General Definitions and Interpretation of Principles; Notice

**SECTION 27‑47‑210.** Definitions.

 Subject to additional definitions contained in other provisions of law which apply to this chapter and unless the context otherwise requires:

 (1) "Manufactured home" means a structure transportable in one or more sections which in the traveling mode is eight body feet or more in width or forty body feet or more in length or when erected on site is three hundred twenty or more square feet and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure.

 (2) "Manufactured home owner" or "resident" means a person who owns a manufactured home and rents or leases a lot within a manufactured home park for residential use.

 (3) "Manufactured home park" means a use of land in which lots or spaces are offered for rent or lease for the placement of manufactured homes and in which the primary use of the park is residential.

 (4) "Manufactured home park owner" or "owner" means an owner or operator of a manufactured home park.

 (5) "Rental agreement" means a written mutual understanding or lease between a resident and an owner in which the resident may place his manufactured home on a lot for direct or indirect remuneration of the owner.

 (6) "Tenancy" means the temporary possession or occupancy of a manufactured home park lot by a resident pursuant to a rental agreement.

 (7) "User fees" means the amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the owner to the resident under a separate written agreement between the resident and the person furnishing the service.

HISTORY: 1991 Act No. 135, Section 1.

**SECTION 27‑47‑220.** Good faith requirement as to every duty and act specified in chapter.

 Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performances or enforcement.

HISTORY: 1991 Act No. 135, Section 1.

**SECTION 27‑47‑230.** Determining unconscionability.

 Unconscionability must be determined according to Section 27‑40‑230.

HISTORY: 1991 Act No. 135, Section 1.

**SECTION 27‑47‑240.** Notice.

 Notice must be given pursuant to Section 27‑40‑240.

HISTORY: 1991 Act No. 135, Section 1.

Subarticle IV

General Provisions

**SECTION 27‑47‑310.** Written rental agreement required; items which must be provided for; restriction on user fee.

 (A) An owner who offers for lease a space in a manufactured home park shall provide to the resident an agreement in writing containing the terms by which the space is leased. The written agreement must comply with this section.

 (B) The duration of the lease must be stated in the agreement and may be of a length agreed upon by the owner and resident.

 (C) If the agreement provides an option for renewal, the amount of rent to be paid for tenancy during the option must be stated in the agreement.

 (D) The rental agreement must specify:

 (1) location and approximate size of the lot leased pursuant to the agreement;

 (2) monthly rental rate;

 (3) date payment is due;

 (4) place of payment;

 (5) personal property, services, and facilities provided by the owner;

 (6) regulations governing residency which, if violated, may be cause for eviction;

 (7) statement of amounts to be paid by the resident including, but not limited to, security deposits, service fees, and installation charges;

 (8) improvements, if any, which the resident may make to the rental lot including landscaping;

 (9) improvements, if any, required to be made by the resident;

 (10) restrictions, if any, regarding pets, children, number of occupants, and vehicle storage;

 (11) notice required to exercise option for renewal or to terminate tenancy.

 (E) During the rental agreement a user fee must not be charged by the owner to the resident for a service or amenity which previously was provided and included in the lot rental amount unless there is a corresponding decrease in the amount within the terms of the contract.

HISTORY: 1991 Act No. 135, Section 1.

ARTICLE 3

Manufactured Home Park Owner's Obligations

**SECTION 27‑47‑410.** Name and address of owner for purposes of service of process and receiving or receipting notices and demands; agent of owner for this and other purposes.

 (A) An owner shall disclose his name and address or a person authorized to act as his agent for the purposes of service of process and receiving or receipting notices and demands. The information required to be furnished by this section must be kept current, and this section may be enforced against a successor owner.

 (B) A person authorized to enter into a rental agreement on behalf of an owner who fails to comply with this section with regard to a rental agreement entered into on behalf of the owner becomes his agent for purposes of that rental agreement for:

 (1) service of process and receiving and receipting notices and demands;

 (2) performing the obligations of the owner under this chapter and under the rental agreement and expending or making available for the performance of the obligations rent collected from the resident and retained by the person on behalf of the owner.

HISTORY: 1991 Act No. 135, Section 1.

**SECTION 27‑47‑420.** Notice to resident of new rental rate where tenancy continues beyond original term.

 When a tenancy is to continue beyond the original term a resident must be given notice by the owner at least thirty days in advance of the effective date of a new rental rate.

HISTORY: 1991 Act No. 135, Section 1.

**SECTION 27‑47‑430.** Aesthetic standards; change in standards; notice; burden to show home unsafe, unsanitary, or not in compliance with aesthetic standards.

 The owner has the burden of proving a manufactured home located in the park is unsafe or unsanitary or fails to meet the park's aesthetic standards. A resident must not be forced to make an aesthetic change to his home's original design which would create undue financial hardship and which is contrary to the terms of the rental agreement during the term of the rental agreement. This section does not prohibit a park from requiring compliance with new or upgraded aesthetic standards which apply generally to homes in the park upon expiration of the lease term or upon a continuance of a tenancy beyond the original term. However, notice of the requirement must be given by the owner to the tenant at least thirty days before the effective date of the change.

HISTORY: 1991 Act No. 135, Section 1.

**SECTION 27‑47‑440.** Approval or disapproval of manufactured home purchaser to become resident of park.

 (A) The purchaser of a manufactured home may not become a resident of a manufactured home park without the approval of the owner. Approval by the owner must not be withheld unreasonably. The purchaser has the burden of proof as to whether approval or disapproval is unreasonable.

 (B) The owner has fifteen days after receiving the purchaser's written application for entry to the park to notify him in writing of approval or disapproval. Notice is complete upon deposit in the United States mail addressed to the purchaser at the address stated in his application. If the owner fails to act within fifteen days, the application is approved.

HISTORY: 1991 Act No. 135, Section 1.

**SECTION 27‑47‑450.** Access to common areas; utility connections and systems.

 An owner shall provide access to the common areas of the park at reasonable times for the benefit of residents and their guests and maintain in proper working condition the utility connections and systems.

HISTORY: 1991 Act No. 135, Section 1.

**SECTION 27‑47‑460.** Duty to maintain safe premises; owner not guarantor of safety.

 An owner is not the guarantor of the safety of residents or invitees but shall exercise due care to keep the portion of the premises under the owner's control in a reasonably safe condition.

HISTORY: 1991 Act No. 135, Section 1.

**SECTION 27‑47‑470.** Duty to maintain cleanliness and appearance of common areas.

 An owner shall take reasonable steps to maintain the cleanliness and appearance of the common areas of the park.

HISTORY: 1991 Act No. 135, Section 1.

ARTICLE 5

Resident's Obligations

**SECTION 27‑47‑510.** Codes; rent; notices; rental agreement and regulations; responsibility for guests.

 A resident shall:

 (1) comply with the obligations of applicable provisions of the building, housing, and health codes;

 (2) keep his manufactured home lot clean;

 (3) comply with regulations and the rental agreement and require other persons in the park with his consent to comply and conduct themselves in a manner that does not disturb other residents unreasonably or violate the rental agreement;

 (4) keep his rent current;

 (5) give written notice to the owner whether he desires to continue the tenancy beyond the original term within thirty days of receiving notice of a new rental rate under Section 27‑47‑420.

HISTORY: 1991 Act No. 135, Section 1.

**SECTION 27‑47‑520.** Security deposit.

 Upon termination of a tenancy, monies held by the owner as a security deposit or prepaid rent must be returned less amounts withheld by the owner for accrued rent or damages the owner has suffered by reason of the resident's noncompliance with Section 27‑47‑510. Deductions must be itemized in a written notice to the resident within thirty days after termination of the tenancy. The resident shall provide the owner a forwarding address. The owner is not liable for damages if the resident does not provide a forwarding address and the owner has no notice of the resident's address and mails the notice to the resident's last known address. If the owner does not return monies due the resident, he may recover an amount equal to three times the amount wrongfully withheld and reasonable attorney's fees.

HISTORY: 1991 Act No. 135, Section 1.

**SECTION 27‑47‑530.** Grounds for eviction; notice of eviction; sale of manufactured home left on lot following eviction.

 (A) An owner may evict a resident for one or more of the following reasons:

 (1) failure to comply with local, state, or federal laws governing manufactured homes after he receives written notice of noncompliance and has had a reasonable opportunity to remedy the violation;

 (2) engaging in repeated conduct that interferes with the quiet enjoyment of the park by other residents;

 (3) noncompliance with a provision of the rental agreement or park regulations and failure to remedy the violation within fourteen days after written notice by the owner. If the remedy requires longer than fourteen days, the owner may allow the resident in good faith to extend the time to a specified date;

 (4) not paying rent within five days of its due date;

 (5) noncompliance with a law or a provision in the rental agreement or park regulations affecting the health, safety, or welfare of other residents in the park or affecting the physical condition of the park;

 (6) wilfully and knowingly making a false or misleading statement in the rental agreement or application;

 (7) taking of the park or the part of it affecting the resident's lot by eminent domain;

 (8) other reason sufficient under common law.

 (B) Notwithstanding Section 27‑37‑100, a writ of ejectment may not issue until ten days after a verdict for the plaintiff except for eviction pursuant to subsection (A)(5).

 (C) If a manufactured home remains on the lot twenty days after the resident has been evicted, the procedure in Section 29‑15‑10 may be commenced in order to sell the home in a commercially reasonable sale at public auction. The manufactured home owner or resident is not prohibited from moving the home before the day of the sale; however, he must pay any filing fee or advertising costs incurred for initiating the procedure in Section 29‑15‑10.

HISTORY: 1991 Act No. 135, Section 1; 1998 Act No. 382, Section 4.

ARTICLE 7

Notification of Sale of Park and Rezoning

**SECTION 27‑47‑610.** Notification by new owner of change in ownership.

 If a park is sold but continues to operate as a park, the new owner shall notify residents of the change in ownership within thirty days after the date of closing of the sale.

HISTORY: 1991 Act No. 135, Section 1.

**SECTION 27‑47‑620.** Notice of proposed rezoning.

 If an owner applies for rezoning of a park, a notice of the proposed rezoning must be posted at the park at least five days before the public hearing on the rezoning.

HISTORY: 1991 Act No. 135, Section 1.