

**MOBILE HOME PARK EVICTIONS
LANDLORD INSTRUCTIONS
(Notices -- Forms #1 through #9)**

WHAT IS INCLUDED IN THIS PACKET?

Included in this group of forms is the following:

- Notice #1 Rent Delinquency and Termination Notice Failure to Pay Rent
- Notice #2 Notice of Non-Compliance with Law, Ordinance, Government
 Regulation or Rules of Park
- Notice #3 Termination Notice (45 Days) Failure to Correct Non-Compliance
 with Law, Ordinance, Government Regulation or Rules of Park
- Notice #4 Warning of Violation of Rules of Park Notice
- Notice #5 Termination Notice (45 Days) Violation of Rules of Park
- Notice #6 Nuisance Five-Day Notice to Terminate Rental Agreement
- Notice #7 Nuisance Three-Day Notice to Terminate Rental Agreement
- Notice #8 Termination Notice (45 Days) Annoyance
- Notice #9 Termination Notice Change of Land Use/Closure of Park

INTRODUCTION

In order to terminate a mobile home park tenancy,¹ a mobile home park landlord must have grounds. Grounds include non-payment of rent, violation of valid rules of conduct, failure to correct non-compliance with a law or rule, annoyance, nuisance and change in the land use. Some of these grounds require that the tenant failed to comply with a prior notice to the tenant before a termination notice can issue. The termination notice period varies depending on the grounds. The termination notice must be specific

¹ “Manufactured Home Park” or “Park” under NRS 118B.017 means a tract of land where two or more manufactured home lots are rented out or held out for rent. The terms “manufactured homes” and “mobile homes” are often used interchangeably.

and give the tenant enough information so as to identify the dates, places and circumstances involving the grounds upon which the tenancy is being terminated.

Note: This eviction procedure does not apply to situations in which a person is selling a mobile home to another person, and the buyer has failed to pay the note or mortgage; this process is called a “foreclosure,” and these forms cannot be used for evicting someone in a foreclosure.

FILLING OUT FORM #1

If the tenant fails to pay rent after a ten-day notice of delinquency, the landlord may terminate that tenancy after the expiration of that ten days. The notice of delinquency and termination can be combined in this same notice. The landlord should use Form #1 to give these notices. If the tenant has failed to pay rent, check Box 1, indicating the amount owing and for what month. If the tenant has failed to pay utility charges, check Box 2 and identify the amount. If the tenant has failed to pay reasonable service fees, check Box 3, and the landlord should specify the amount and specify what the charges are.

If the tenant fails to pay rent, utility charges and/or reasonable service fees, and fails to vacate within ten judicial days, then the landlord may start a formal eviction procedure.

FILLING OUT FORMS #2 and #3

If a tenant has violated a valid rule of conduct, occupancy, and/or use of park rules, a landlord may have grounds to terminate that tenancy. However, the landlord must have first advised the tenant that a rule has been violated, and the notice must have advised the tenant that he/she has a reasonable time within which to cure the alleged non-compliance. The landlord should use Form #2. If the tenant is in non-compliance with a law, ordinance or governmental regulation pertaining to mobile homes or recreational vehicles, the landlord should check Box 1 on Form #2. The landlord should specify in the blank area what law, ordinance or regulation with which the tenant is in non-compliance.

If the tenant is in non-compliance with a valid park rule, the landlord should check Box 2. The landlord should fill in the blank identifying the park rule with which tenant is in non-compliance and specifically state what that non-compliance is.

If the tenant is in violation of a provision of the rental agreement, the landlord should check Box 3. The landlord should then fill in the blank specifying the provision of the rental agreement being violated and how that provision is being violated.

Lastly, the landlord must provide the tenant with a reasonable time within which to cure the alleged non-compliance. The landlord should fill in the blank on the last paragraph on Form #2, giving the tenant a specific number of days within which to cure the non-compliance. The number of days must be reasonable and will depend on how long it would reasonably take for a tenant to cure the particular non-compliance. If the tenant fails to correct the non-compliance, the landlord may proceed to terminate the tenancy of the mobile home tenant. Under those circumstances, the landlord may use Form #3.

This ground (Form #3) requires that the tenant be provided with 45 days within which to vacate or be in unlawful detainer subject to being evicted. The landlord should fill in the blanks identifying the date, place and circumstances surrounding the alleged non-compliance and the tenant's failure to cure.

FILLING OUT FORMS #4 and #5

A mobile home park landlord may have grounds to terminate a mobile home park tenancy if the tenant has violated a valid rule of conduct, occupancy and/or use of park rules **after** having been previously warned that such activity would result in termination of the rental agreement. It may be used as an alternative to the notices above, Forms #2 and #3. The difference is explained below.

If a mobile home park landlord wishes to pursue that ground, they should use Form #4. The landlord should fill in the blank identifying the rule that the tenant has broken. The notice then advises the tenant that should they break the rule in the future, their mobile home park tenancy will be terminated.

Should the tenant once again violate the rule after the warning, the landlord may terminate the agreement using the Termination Notice, Form #5. The termination notice

period for this particular ground is 45 days. Again, the landlord should specify the date, place and circumstances surrounding the alleged subsequent violation of park rules.

If the tenant has not vacated after the 45 days, then the landlord may start a formal eviction proceeding.

FILLING OUT FORMS #6 and #7

The notice of termination period for nuisances is significantly shorter than other termination periods. The law allows for shorter notice periods when a significant negative activity is being undertaken by the tenant. The law provides for two types of nuisance terminations, depending on the type of nuisance.

Five-Day Nuisance Termination Notice

The term “nuisance” is a term of art under the law. There must be some significant activity conducted by the tenant which constitutes more than an annoyance because annoyance is a separate ground requiring a different form (see Form #8). The nuisance must affect the health and safety of other residents as defined by Nevada Revised Statute (NRS) 40.140. If the landlord believes the tenant is committing a nuisance, the landlord should use Form #6. The landlord should specify the date, place and specific circumstances surrounding the nuisance. If the tenant has not vacated within five (5) judicial days,² the landlord may then start the formal eviction proceedings.

OR

Three-Day Nuisance Termination Notice

The law recognizes that certain types of activities are not to be tolerated and provide for even shorter notice of termination. These specific activities are listed in the law and are listed on Form #7. If the tenant has committed any of those activities, the landlord may seek to terminate that tenancy within three judicial days and should specify on Form #7 the date, place and specific activity.

Note: The law regarding this ground anticipates that the landlord will simultaneously, with service of this notice, also start a formal eviction and ask for a

² “Judicial Days” do not include date of service, weekends or legal holidays.

temporary writ of restitution. **It is strongly recommended that a landlord obtain the services of an attorney to pursue this ground.**

FILLING OUT FORM #8

If the tenant has engaged in activity which constitutes an annoyance to other tenants, the mobile home park landlord may have grounds to terminate that tenancy. No prior written notice is required to establish this ground prior to terminating the rental agreement. The termination notice period for this particular ground is 45 days. The landlord should fill in the blanks, identifying the date, places and circumstances surrounding the tenant's activities that constitute an annoyance to other tenants. The landlord should use Form #8 for that purpose. If the tenant does not vacate within the 45 days, then the landlord may start a formal eviction procedure.

FILLING OUT FORM #9

Change of Land Use/Closure of Park

If the landlord chooses to change the use of the land or close the park upon which the mobile home park sits, the landlord must provide the tenant with a 180-day notice of termination. The landlord should check Number 1 on Form #9 for that purpose. If the tenant fails to vacate within 180 days, the landlord may start formal eviction proceedings. Please note, mobile home park landlords are mandated by law to assist the tenant in moving their mobile home in this context. Please refer to NRS 118B.177 and NRS 118B.180.

Sale of Property (Apartment)

If the landlord chooses to sell the property, the landlord must provide the tenant with a 3-day notice of termination. The landlord should check Number 2 on Form #9 for that purpose. If the tenant fails to vacate within three days, the landlord may start formal eviction proceedings. Please refer to NRS 40.255.

SIGNATURE SECTION

(Applies to any of the Forms #1 through #9)

You must put in the date where indicated, sign and provide the address in the areas provided.

SERVICE OF NOTICES
(Applies to any of the Forms #1 through #9)

Nevada law requires that the landlord serve notices to tenants of the termination of their tenancies. This is done in any one of three (3) ways as outlined in NRS 40.280. The document that records the method of notification is a "Proof of Service."

To complete this form correctly, read the alternative methods described on the form. Be sure to pick the appropriate one and follow it strictly. Failure to give lawful notice may result in the dismissal of the eviction and require that a new notice process begin again.

Note: Signatures of the tenant and a witness are required only when a copy is delivered to the tenant personally (the first choice on the form). The third choice requires that you obtain a Certificate of Mailing from the United States Postal Service.