

Assembly

MINUTES

0188

COMMERCE COMMITTEE - NEVADA STATE LEGISLATURE - 58TH SESSION

March 10, 1975

The hearing was called to order at 3:05 P.M. by Chairman Robinson.

MEMBERS PRESENT: Mr. Benkovich  
Mr. Demers  
Mr. Getto  
Mr. Harmon  
Mr. Moody  
Mr. Wittenberg  
Mr. Chairman

MEMBERS ABSENT: Mr. Hickey  
Mr. Schofield

SPEAKING GUESTS: Walter Bantz, park owner  
Arvis C. Forrest, S. Nevada Mobile Home Assn.  
Joe Lawler, Dept. of Commerce Consumer Affairs Div  
Mary Fisher, park owner  
Helen Close, park owner  
Mrs. Jeri Lyons, park owner  
Leonard I. Gould, Silver State Mobile Home  
Owners League  
Florence Trout, Silver State Mobile Home Owners  
League  
Walter Pahel, Silver State Mobile Home Owners  
League  
Ted Holzworth, Silver State Mobile Home Owners  
League  
Charles H. Reed, Silver State Mobile Home  
Owners League  
David Hoy, Mobile home dealers  
E. J. Silva, Department of Motor Vehicles  
Dan J. Quinan, State Fire Marshal  
T. J. Huddleston, City of Las Vegas Fire Dept.

The purpose of this hearing was to hear testimony on the following bills:

AB 27  
AB 28  
AB 156  
AB 308

Chairman Robinson commenced by hearing testimony on AB 27 which:

Transfers licensing of dealers, manufacturers, rebuilders and salesmen of mobile homes and travel trailers from department of motor vehicles to state fire marshal division of department of commerce.

Mr. Dreyer spoke on behalf of this bill stating that it places stricter control on dealers and will protect the consumer. He said there would be an amendment coming up that would keep the licensing of travel trailers within the DMV as most travel trailers are sold by auto dealers.

Dr. Robinson asked about the fiscal note and added that it appeared AB 27 which has past both houses and has been signed by the Governor is in direct conflict with AB 27.

Mr. Dan Quinan, State Fire Marshal, then spoke saying AB 27 was directed to NRS Chapter 477 while AB 27 was directed to NRS Chapter 489 and therefore did not seem to be in conflict. In answer to Dr. Robinson's question about the fiscal note, he said this was for employing two secretaries. He added that this program was designed to be self-supporting and they propose to keep it that way. He went on to say this bill originated during the last Session and the DMV as well as the Fire Marshal have worked together on this bill and concur with this transfer. He said the bill was without benefit of amendments. He said the language has been changed in Chapter 489 somewhat. The commission is expanded from 5 to 7. There are presently amendments to this bill at the Legislative Counsel Bureau and the nature of these amendments is that of defining established places of business, manufacturer, mobile home and travel vehicle, rebuilder, salesman, used mobile home and used mobile home dealer. The amendments include licensing requirements, requiring bonds, reasons for denying licenses, reasons for revocation and suspension. He felt most of these items were fairly standard.

Dr. Robinson wanted to know who initiated this transfer of licensing. Mr. Quinan said the State Fire Marshal presently deals so closely with the dealers that it is almost a natural thing to handle through this department. He said it would probably benefit the consumer. He said it was at the request of the DMV and this would take nothing monetarily from the DMV. He said the mobile home dealers, too, have asked for this saying they can relate to this department better than the DMV.

Mr. Demers asked if Mr. Quinan would have any objection to the section of the bill stating that a license will not be issued if that is determined to be in the best interest of the public (Page 5, line 23) being amended out of this bill. He replied by saying it has not been amended out in the amendments presently being prepared by the Legislative Counsel Bureau.

Mr. Benkovich asked if passing this bill would in any way improve the fire safety factor on the average mobile home. Mr. Quinan said perhaps it would as some dealers do sell units without too much inspection. He felt a mobile home should not be sold until the mobile home dealer is convinced that it meets all the standards.

Mr. Getto commented that real estate laws are much more strict than those provided in AB 27 and they are in effect doing the same thing.

Mr. E. J. Silva of the DMV spoke saying they looked to the State Fire Marshal to perform this licensing because the law says the regulation of vehicles has to do with the intent of the use on highways. This is why they want to separate the travel trailers from this. He said they would like to keep away from the concept of dual licensing saying they have that now with mobile home dealers and real estate brokers. He said the DMV will still issue titles and that they will assist in the smooth transition of these duties. Silva went on to say they had run into problems with the inspection of mobile homes because they just don't have the expertise in this area. He said now that the Fire Marshal has been doing the inspections, a much better job is being done. This gives a direct tie-up between inspections and licensing. He said it was difficult to assess violations to 482 which are found under 489. He added that moving of mobile homes would be done similar to house moving permits. He said there was now legislation to tie this with the assessors office to obtain a special permit for movement to guarantee taxes have been paid. With regard to licensing of salesmen, the DMV knows what is needed to sell autos but the sale of mobile homes requires more expertise and the Fire Marshal would determine what these requirements would be.

Mr. Getto asked how many people it takes in the DMV to administer the licensing of mobile home dealers. Mr. Silva said there are 11 people in that department and this is only a small function of that staff. He said the majority of work is in inspecting to be sure there is compliance with established place of business. Mr. Getto asked why the fiscal note on this bill if duties are just being transferred. Would he still maintain the same staff? Mr. Silva said this transfer would not cut down his workload enough to even get rid of one girl for one half day. Mr. Getto then wondered if this was going to be duplication of duties. He also wondered if this would provide the consumer with more than they are getting now. Mr. Silva said the amount of work that would be taken from his department would be negligible but it would allow them additional time to their other duties. Mr. Silva went on to say they wanted this bill to pass so they would not be issuing plates in conflict with the statutes and that they wanted the regulatory agency tied in with the licensing agency.

Mr. Demers wondered if Section 13 providing for regulation of advertising was necessary. Mr. Silva said there have been cases of misleading advertising. Mr. Demers then wondered if this could not be handled under the consumer fraud laws. Mr. Silva said the district attorney would not prosecute because specific language is not in there.

At this point, Dr. Robinson stated that it appeared amendments would be coming in from the agency and therefore felt it best to conclude the testimony on this bill until these amendments

are received.

Discussion then turned to AB 28 which:

Provides for state fire marshal to adopt minimum standards on installation of mobile homes in mobile home parks.

Mr. Dreyer said this bill was very simple in that the only changes were on lines 7 and 10 providing for a minimum standard on installation of mobile homes in mobile home parks. It would conform to the national standards for safety. Mr. Wittenberg asked to know what differences this would make from the present standards. Mr. Quinan said presently North Las Vegas is the only area which has adopted this type of regulation. He said they have encouraged cities and counties to adopt these regulations as ordinances but this has not happened so they have now looked to the Legislature. He said these standards would not be retroactive but at least they would be establishing new guidelines. Mr. Demers asked just what 501.A would do. Mr. Quinan said this would put into effect the standards of the National Fire Protection Association working in conjunction with manufacturers and dealers. These standards have been recognized by the Federal Government. He said it is the only example standard at this time for a mobile home park. It sets criteria for using uniform plumbing code, national electrical code, distance between mobile homes, width of thoroughfares in parks for entrance of fire equipment, how many units to one septic tank, anchoring, etc. He added that probably the majority of mobile home parks are really already conforming to the items set forth in these standards so the impact would not be great and since this would not be retroactive, older mobile home parks would just go out by attrition.

Mr. T. J. Huddleston of the City of Las Vegas Fire Department said there is presently fragmentation adoption of these standards but he would like to see this bill passed so that there would be one standard guideline rather than this fragmentation of many.

Mr. Joe Lawler of the Consumer Affairs Division of the Department of Commerce spoke with regard to AB 156 which:

Requires refund of buyer's deposit in certain cases.

He said he believed there is a need for this bill however, he recommended deletion of Section 3, Lines 12 through 22 because of input from the real estate industry who would be unable to live with that portion of the bill. Dr. Robinson said an amendment would be drafted to eliminate this. Mr. Lawler said his main involvement with this bill was with regard to the withholding of deposits for insufficient reason.

Mr. David Hoy representing the Trailer Coach Association said they were opposed to Section 3 of the bill which refers to dwellings as there is a question as to whether dwelling includes mobile homes. He also said if deposits were limited to 2%, this

would not even cover the freight for a mobile home. He said Section 3, Subsection 2 presumed the person accepting a deposit to have some control over the time of occupancy and this is not always true with mobile homes so it seems unfair to penalize the dealer who has no control over this and he cannot deliver at no fault of his own. With regard to Section 2, Subsection 2, he wondered who was referred to "perform". He concluded by saying they would oppose this bill as a whole.

Discussion then went on to AB 308 which:

Regulates mobile home parks and provides for mobile home warranty.

Mr. Dreyer spoke to this bill and also submitted telegrams of support from persons who were unable to attend the hearing. He said this bill was the work of people who live in and of people who manage mobile home parks. It would correct injustices that have been occurring. He went on to say along these lines that people have been evicted because they have joined an organization to protect their rights. He qualified his statements by saying park owners are not bad but there are just a few who are making it very difficult. He said there are only minor objections from park owners and he said he was also in concurrence with them. He said the purpose of the bill was to set up fair landlord/tenant relationships. Also to insure that the resident will have a proper warranty on his home. He added that the Fed. Trade Commission has issued a edict from the Federal level regarding warranties. He said he was in concurrence with an amendment to reduce the time of eviction from 60 days to 45 days and also 10 day eviction notice for a nuisance. He concluded that everything that can be done in this bill to protect the rights of all involved was the purpose and intent of this piece of legislation.

Mr. Benkovich then spoke stating that either this bill must be passed or mobile homes must be included in AB 130 which is the Fair Rental Housing Act and it presently excludes mobile homes. He went on to say AB 308 would be tolerable to the mobile home park owners in his district with the inclusion of the following amendments:

1. In Section 3, Line 21, 60 days reduced to 30 days.
2. In Section 3, Paragraph 2, Line 2, change it to read 10 days after the rent comes due, the landlord may serve written notice 10 days after the rent, utilities and reasonable service charges come due and such notice shall constitute sufficient notice as in Section 3. This would make the maximum period of putting up with someone who is not going to pay 40 days. He felt 60 days too long.
3. Amend Section 4 by adding paragraph 5. This would give the landlord the right to terminate the lease on 30 day written notice but without written reason and if the trailer was a 20' wide or larger, 50% of the cost of moving it would be borne by the landlord.

This would give the landlord the right to terminate a lease without written notice in 30 days.

Without these three amendments, he said he and the park owners he represents would have to oppose AB 308.

Mr. Demers commented that if the mobile park owners were allowed under this bill to evict without reason, it would be reverting to the present situation.

Mr. Walter Pahel then spoke in support of AB 308. He said there have been problems with promises being made to potential tenants in mobile home parks which they do not later receive. Often after moved in you find the rules of the park to be intolerable and moving is extremely costly. He said therefore, tenants should know the rules and regulations prior to moving in. He also felt that if changes are made they should be with the concurrence of the tenants and within a reasonable time period. Mr. Benkovich wondered at the 60 day eviction time and if Mr. Pahel was taking into consideration the fact that the landlord must pay his mortgage payment. Dr. Robinson interjected that if a tenant is 60 days in arrears this would constitute a legitimate debt and a lien could be placed on the mobile home.

Mr. Bill Lederman of Las Vegas spoke in favor of AB 308 saying there is harassment of of tenants. They must stop being treated like overnite campers as they contribute millions of tax dollars each year. He testified that police and fire department officials are never around. Guards have to be hired at the expense of the tenants. He also testified that they (an organized group of tenants) were refused the use of a clubhouse in a park.

Mr. Ted Holzworth spoke also in favor of AB 308 saying they are not seeking all rights for tenants and none for owners. They want to know what kind of laws Nevada will have that will assure them they can stay in a park for as long as they desire providing they comply with the rules and regulations. He went on to say they want understanding and agreement between landlord and tenant. He said owners were evicting people simply because they belong to and organized group of tenants and also that many park owners would not even allow this group to come into their park to talk to tenants there. He concluded by saying he has sold his mobile home because it is too great an investment to not have any protection.

Leonard Gould spoke saying when he moved into the park he lives in they were allowed to have political candidates come talk to them but this has since been curtailed. He said the rent includes the use of the facilities at the park and he felt this was an infringement of their rights. He referred to AB 308 as the Bill of Rights for Mobile Home Owners. He also said if you belong to a tenant organization or you are branded as a trouble maker by an owner, this will be brought up at the next managers meeting and it will be difficult for you to move into any park.

With regard to the 60 day notice, he commented that he did not know anyone who was able to sell his mobile home within that time period. He said they are living under conditions that do require remedies of some sort. He did say he felt 60 days notice should be given by the tenant as well as the landlord.

Mr. Demers asked since they were unable to have a candidate speak to them in the clubhouse if they could have had one come into one of their homes. Mr. Gould replied that there was one case where this was done and the landlord remarked that meetings were not to be held in coaches but in the clubhouse facilities. Yet, they were unable to use these facilities for speeches from candidates. Mr. Demers asked if managers actually registered who can come into individual coaches. Mr. Gould said if you have an overnight guest, he must be registered and if he stays for more than 7 days, you must pay extra for him.

Florence Trout spoke briefly saying 60 days was not enough time to completely move out of one park and to move in to another and that the process was very costly.

Mr. Charles Reed also spoke on this subject of disassembling and reassembling a mobile home. He also spoke about the fact that many parks will not accept older mobile homes. Every year you live in your mobile home, it reduces the number of parks to which you can be accepted. He also added that he did not see why when given 60 days notice that the tenant would cease to pay rent.

David Hoy spoke in opposition to AB 308. He did say, however, that he was appalled by the situations that existed as testified to today. He said the Fed. Trade Commission has adopted regulations regarding warranties so this section of AB 308 by preempting it by federal law. He suggested that Section 9 on Page 3 and all of the bill thereafter not be adopted for this reason. He submitted to the committee and attached hereto are these federal standards. He said the mobile home dealers are substantially in support of the purchasers of mobile homes and their problems. He is concerned about some of the language in the bill and how it fits into the existing statutes. NRS Chapter 40 applies to unlawful detainer and also to mobile homes. AB 130 would exclude mobile homes from Sections 2 through 61 but beginning with 62 under AB 130, mobile homes are covered and mobile homes are covered under the existing Chapter 40. At the present time if you want to evict someone without cause, you must give them two weeks notice. This is two weeks prior to the time the next rent is due. If you wish to evict them for other grounds, under Chapter 40.250, you can give the standard 5 day notice as you would with any other home. Under Section 3 of AB 308, it says you can only terminate a mobile home agreement upon 60 days notice in writing. Section 4 then says a rental agreement may not be terminated except for non-payment of rent or failure to comply with rules and regulations. It doesn't give any time limit and

he suggested that Section 4 of this bill is in direct conflict with NRS. 40 and with AB 130. The way the bill reads, you are going to have to have a 60 day notice even for non-payment and for violation of rules and regulations. He did believe that this was not the intent of the bill. He said another conflict was in Section 7 where it says the landlord may require approval of a buyer of a mobile home in his park and yet it makes no provisions if the owner does not approve the purchaser of a mobile home. He said they were in favor of the protection of rights of the mobile home owner. He added that they are in favor of AB 27.

Mr. Arvis Forrest then spoke. He represented the Southern Nevada Mobile Home Park Association and he said they have elected not to oppose the bill if the following amendments are made to it:

1. Fine for holding under unlawful detainer.
2. Change eviction time for nuisance from 3 days to 10 days.  
(Not 60 days)
3. Rather than 60 days notice, shorten to 45 days

Mr. Forrest said this bill is taken word for word from the California law which was recently instituted and they did some checking and have found many suits have resulted because of ambiguities in the law.

Mr. Getto asked is Mr. Forrest was aware of any park owners forbidding their tenants to use facilities for certain gatherings. He said he knew of no park. He felt this situation came about by lack of communication between landlord and tenant.

Mary Fisher then spoke saying there have not been the problems in Northern Nevada that seem to be occurring in Southern Nevada. She said they have owned their park for 12 years and in that time have had to evict only 4 tenants. She said some parks may wish to evict tenants in older trailers in order to maintain a 5-star rating in Woodall's (the "Dunn & Bradstreet" of mobile home parks). If they have a certain percentage of coaches over 5 years old, they cannot obtain a 5-star rating. She felt the time for moving a coach for nonpayment should stay as it now is in the statutes because they are hooked up to master meters. She felt if a mobile home is sold, the space should not naturally go along with it. The contract for the space was made with the original tenants, not the new buyers. She did not agree with the suggestion that the landlord pay 50% of moving costs in certain circumstances. She also expressed the desire for the same notice being given to landlords as landlords would be required to give tenants.

Mr. Walter Bantz spoke in opposition of this bill. He is a park owner and represented 28 of the largest parks in the Reno area. He said AB 308 was a bad bill. It would severely limit the policing power of a mobile home park owner. Putting in writing reasons for eviction could be slanderous. Under this



bill, a person can go 60 days before you can start throwing him out. It would be possible for a person to go 90 days without paying their rent. If you put this bill through, 45% of the parks will go back to the mortgage companies because they won't be able to make their payments. If you make parks unprofitable, you are restricting competition and the only one who will get hurt in the end is the consumer. He said there should be some regulations governing the operation of a trailer park. He recommended the appointment of a governor's committee to call on people in the trailer park industry as well as trailer park owners and associations to sit down and work out a set of laws and regulations that is fair to all and present this to the next session of the Legislature. He said AB 308 has no funding and it is contradictory.

Mr. Getto asked Mr. Bantz about a previous testimony that police support was unavailable. Mr. Bantz said he had had no such problem.

Helen Close spoke in opposition to AB 308 saying she felt it unfair to ethical operators. She said she would also like to see a study done to arrive at a fair set of laws.

Mrs. Jeri Lyons spoke suggesting a grievance board be formed in order to assure fair treatment to all.

With no further testimony on these bills, Chairman Robinson adjourned the hearing at 5:55 P.M.

Respectfully submitted,

Joan Anderson, Secretary

HEARING

COMMITTEE ON ..... COMMERCE .....

Date MARCH 10, 1975 Time 3:00 P.M. Room 316

0187

Bill or Resolution  
to be considered

Subject

- AB 27 Transfers licensing of dealers, manufacturers, rebuilders, and salesmen of mobile homes and travel trailers from Department of Motor Vehicles to State Fire Marshal Division of Department of Commerce.
- AB 28 *DO PASS* Provides for State Fire Marshal to adopt minimum standards on installation of mobile homes in mobile home parks.
- AB 308 *DO PASS AS AMENDED* Regulates mobile home parks and provides for mobile home warranty.
- \* AB 156 *DO PASS AS AMENDED* Requires refund of buyer's deposit in certain cases.

This hearing will  
now be held in  
Room 131 (NEXT TO SENATE CHAMBER)  
3:00 P.M. Today 3/10

# Tyranny in mobile-home land

Although relationships between landlords and tenants frequently are not all sweetness and light, at least there usually are written agreements—leases—that spell out the obligations on both sides. But landlord-tenant relationships in mobile-home parks can be bitter and dark indeed. There is often no such thing as a lease; the mobile-home owner usually is a “tenant at will.” In most states, he and his home can be thrown out at the landlord’s whim. In a few states where that whim is supposedly bridled by law, he may still be thrown out for breaking the park’s rules—no matter how arbitrary those rules may be.

Such an eviction is not to be taken lightly, for the owner of a typical mobile home is hardly a footloose and fancy-free traveler. Increasingly, mobile homes are large, and not really all that mobile. They usually cost several hundred dollars to haul from one spot to another by truck (only the smaller trailers can be pulled by car). The truth is, mobile homes are bought today chiefly because they provide low-cost housing. Some 95 per cent of homes sold for less than \$15,000 last year came with wheels. But the people who bought them, according to some studies, moved no more often than the population in general.

A person evicted from a mobile-home park is actually in worse shape than someone who loses an apartment. Zoning laws may prevent him from putting his mobile home on his own land, even if he is fortunate enough to own some. Non-landowners must resort to mobile-home parks, and in many parts of the country space in those parks (or “trailer courts,” as they used to be known) is extremely scarce. Often, a park entrance fee of several hundred dollars is charged. Add to that the expenses of moving the structure and the risk of damage to the home in transit, and you can see why most mobile-home owners would prefer to stay put.

But tenants’ natural reluctance to move their dwellings, coupled with landlords’ sweeping power to throw tenants out, gives the landlords nearly total control. Trailer tenants often swallow conditions that might move the average apartment dweller to rebellion, such as sudden rent increases, tacked-on fees, arbitrary rules and kickback arrangements.

## A case in point

Much to her regret, one mobile-home owner lived through an incident which dramatizes the problems existing today with mobile-home parks. An employee of the Internal Revenue Service, she lives in an apartment in the suburbs of New York. She also owns a mobile home in a rural-area mobile-home park and had been planning to move into it permanently when she retired.

Last October, she was notified of an increase in rent for her trailer pad. The increase, she says, was 10 per cent, a jump that appeared to violate the rent control guidelines then prevailing under Phase 2 of the Nixon administration’s inflation-control program. In December, she wrote to the IRS Economic Stabilization Office asking for help. The IRS’s reply: “It would appear that the landlord is not complying with the Economic Stabilization Regulations. We have . . . prepared a complaint report regarding the alleged violation.”

Phase 2 ended in January, and around the end of March, she got a registered letter from her landlord telling her she had 30 days to take her trailer out of his park. Was it a case of eviction for retaliation? The owner of the trailer park was asked the reasons for the eviction. His answer revealed a lot about the lack of accountability that mobile-home landlords enjoy. “I own the land and I don’t want her there,” he said. “I don’t have to go beyond that.”

When she went to the New York State Attorney General’s office for help, she found what many mobile-home owners all over the country have found. Most states have little or no protection for the trailer resident against arbitrary eviction. A letter from Robert E. Perin, an Assistant Attorney General who handles most of the office’s mobile-home work, said, “Your landlord may terminate your tenancy upon due notice. . . . This is to advise you regretfully that there is nothing this office can do to help you.”

Legally, the mobile-home park owner is in the right. He could throw this tenant out because he didn’t like the color of her hair if he wanted to. An IRS officer told CU, “the controls are really off on rents. If they were still on, there might be more of a remedy.” The woman, at least, has an apartment to fall back on. But many moderate-income trailer dwellers don’t.

## A climate of fear

The absolute power of park owners in most states to evict residents they regard as troublemakers gives rise to a feeling of apprehension among tenants. A visit to a mobile-home park near the mid-Atlantic shore provided an illustration of that feeling. In many ways, this is an ideal park. Its favorable location provides views of the Atlantic Ocean. Many of its tenants have lived there for years. No entrance or exit fees are charged.

Yet there, as in so many parks, there is tension between owner and tenants, and no channel for resolving it. Some of the tenants have formed a chapter of a state mobile-home owners association. According to one of its officials, the chapter’s main gripes are rising rents and the disappearance

from the park of amenities that formerly were provided, such as a shower room and a recreation hall. The owner of the park says she can't understand the people in the association. "I don't know why they don't just go if they're so unhappy," she says.

The owner believes that there are about 20 tenants in the association; but the official puts the membership at 54. A visitor counting the number of orange association stickers displayed on trailers would probably conclude that the owner was right. But one association member had a ready explanation for this. "Some of them won't put stickers up," he said, "because they're afraid."

### Temptations of monopoly

Holding the power over tenants that they do, landlords of mobile-home parks can be tempted to engage in a variety of abuses. Perhaps most widespread is the practice of piling rent hikes and service fees on top of the rent the tenant had bargained for when he moved into the park. Tenants have been assessed for the planting of trees, charged extra for having guests overnight, and told to pay for the privilege of having pets. They have paid entrance fees to get into parks and exit fees to get out again.

The entrance fees often run \$300 or more and, unlike apartment security deposits, are not refundable. But at first blush they might seem unobjectionable. The tenant, after all, is getting a concrete pad to set his trailer on, plus water, sewer and electrical connections and access to whatever amenities the park may provide. For this he should surely pay something.

The hooked question, though, is why should he pay through an entrance fee rather than simply through his rent? And the barb in the hook is that entrance charges give a landlord an incentive to evict tenants in order to collect new fees. Short of outright eviction, the park owner can make life sufficiently unpleasant for his tenants to insure a high turnover. But if all of the park's revenues came simply through rent, the situation would be reversed; the incentive would then be for the landlord to keep his tenants as happy as possible.

Entrance fees aren't the only motivation for a landlord to "churn" his tenant population. A great many park owners are also mobile-home dealers. In New Jersey, for example, a study by Rutgers University found that 61 per cent of mobile-home park tenants had purchased their trailer from the same man who owned their park. Where parks are crowded, the departure of a tenant represents a chance for the park owner to sell a new trailer.

The phenomenon of churning is hard to document, and there are no good figures available on how often it occurs. But occur it does, and not only in New Jersey. An ongoing study begun two years ago by the Minnesota Attorney General's office has found that "a number of parks were evicting people for apparently no cause," and officials concluded that "economic reasons" were behind the turnover.

The fact that the mobile-home dealer and the mobile-home park owner are often the same person also leads to the interesting practice of charging exit fees when a tenant wants to move out and sell his trailer to somebody else. Suppose John Jones, a hypothetical tenant, decides to sell his mobile home. He may line up a buyer, Sam Smith, and agree with

Smith on a price. But the mobile-home park owner intervenes. There is a park rule, he says, against selling your trailer and leaving it in the park. An exemption from the rule may be granted if the outgoing tenant, Jones, pays an exit fee. This may be a flat fee (around \$250 in some areas) or, more often, a "commission" on the sale of the trailer. The commission usually runs about 10 per cent of the purchase price and is often justified by the park owner on the grounds that it reimburses him for the money he might otherwise have made by selling another trailer. How does the park owner force Jones to pay the fee, considering that Jones is leaving the park? Simple. He lets it be known that if Jones doesn't pay the fee he won't accept Smith as a tenant. That threatens to leave Jones with a trailer on his hands that he doesn't want. So, Jones usually pays up.

Last December, however, a landmark decision was handed down by Judge Francis J. Good of the Superior Court of Massachusetts. Judge Good ruled that resale fees, unless a mobile-home park owner had himself acted as a sales agent, were a violation of the Bay State's Consumer Protection Act and were therefore void. "These payments," the judge wrote, "varied from about \$250 to as much as \$2,700, with no service at all performed by the respondents therefor." The practice of charging resale fees "is a slick way for the mobile park entrepreneur to get his hands on someone else's money" and "should be struck down completely for what it is: a racket," the judge said. While that decision doesn't affect such matters in other states, law enforcement officials in various parts of the country hope it will be persuasive in their own states.

### Living by the rules

The imposition of exit fees is only one example of the profusion of arbitrary rules and regulations faced by many mobile-home dwellers. Here's a sampling of some of the park rules gathered in various parts of the country by the Center for Auto Safety.

"All guests staying overnight must register at the office.

"If you have any complaints or recommendations, please discuss them with management and not your neighbors.

"Scanty attire not permitted.

"The management reserves the right to evict anyone who persistently and deliberately speaks in a derogatory manner of the park.

"Improper conduct of any kind will not be tolerated."

"The park owners," said Lance Burr, an Assistant Attorney General in Kansas, "exercise a tremendous amount of control. You can be kicked out if you don't mow your lawn, or if you don't have the lid straightened just right on your garbage can. These kinds of rules make ideal pretexts for eviction. I don't know anybody who couldn't be gotten on something."

Thus, written rules that are needlessly restrictive can be used to enforce unwritten rules that are even more insidious. The unwritten rules often include kickback arrangements. Tenants may be obliged to buy trailer skirting, oil, gas or even milk from a particular supplier. The designated supplier may charge inflated prices, and slip back some of his excess profit to the landlord. In Kansas, one park owner called in an outside contractor to "tie down" trailers, making them capable of withstanding strong winds. The procedure is laudable, but the price was ridiculous—\$260 per

trailer. State officials said it should cost about \$10.

CU's research turned up four states that have some kind of mobile-home park tenant protection law and two others that are close to adopting one. None of the laws offer complete protection, but each contains some good points that might be incorporated into a model tenants' rights code. Perhaps the strongest of the lot is Delaware's.

In Delaware, a new tenant must be given a lease, provided he plans to stay in the park at least 120 days. That 120-day period is also the minimum term of the lease, during which no rent increases are allowed. All rents, charges, and grounds for possible eviction must be spelled out in the lease.

The Delaware landlord may not evict a tenant in retaliation for a complaint to a governmental body or for a suit. If a tenant withholds rent to make a landlord honor his lease obligations, the landlord cannot evict him for nonpayment of rent, either. Moreover, the duties of the landlord under Delaware law are set forth in 11 subsections. Those include maintaining adequate drainage patterns, weeding, exterminating insects, providing a shelter against high winds, maintaining electrical and plumbing connections, keeping water and sewage lines in good order, repairing the park roads, and staying out of tenants' trailers unless granted permission by the trailer owner to enter. Park owners are also obliged to give the tenant free choice in the purchase of services such as laundry, milk, and so on. State authorities are now trying to amend that "free choice" provision specifically to include oil and gas suppliers.

The Delaware law is enforced through cease and desist orders issued by the Division of Consumer Affairs. While that law does not appear to incorporate monetary penalties, a state official told CU that he feels the law is having good effects and that compliance has been obtained with little trouble in most cases.

Florida and California resemble each other in their approach to protecting the mobile-home tenant. Both permit eviction only under certain special circumstances. Those include the tenant's violation of state or local ordinances and of park rules. The rules must be shown to the tenant before he moves in and can be changed only with the tenant's consent or with adequate advance notice. That advance notice period is 30 days in Florida and six months in California. Failure to pay rent is grounds for eviction in both states, and in California a tenant can also be evicted for refusal to pay "reasonable service charges." California bans both entrance and exit fees; Florida bans exit fees and requires full disclosure in advance of all other fees.

Neither of the two states provides for a written lease. And both rely on the tenant exclusively to enforce the law by taking his landlord to court. While the threat that the tenant may be awarded damages in court is supposed to deter the landlord from abuses, tenants may be reluctant to sue, and the landlord is more likely than the tenant to be able to afford a court battle. Justice for mobile-home tenants can best be secured with laws that provide for enforcement by state agencies, such as consumer protection offices, as well as by private suits by wronged tenants.

Michigan appears to be stronger in its enforcement than the other states, but it has fewer tenant-protection features to enforce. As yet it has no law prohibiting entrance and exit fees, no provision for a lease, and no law giving

tenants a choice of vendors for services, it does, however, have requirements for park owners to maintain habitable surroundings and authority for a tenant to withhold rent if the landlord fails to do that. It also provides protection against arbitrary or retaliatory eviction—that was written into a general landlord-tenant law that has since been amended to apply to mobile-home parks.

To enforce the laws that exist, the Michigan Consumer Protection Division uses common-law powers giving it the authority to seek penalties of up to \$10,000 for any one violation. In cases of repeated violations, the division can seek a court order preventing the park owner from doing business. Those powers, according to the division's chief, Ed Bladen, are used "very liberally."

Two states with mobile-home legislation pending are New Jersey and Minnesota, both of which already have laws against retaliatory eviction. The New Jersey bill, which has passed the state legislature but has not been signed by Governor William T. Cahill, is said by our source to be based on Florida's tenant-protection law. The Minnesota legislation would require written leases, 60 days notice for eviction and the elimination of entrance and exit fees. In addition, the Minnesota Attorney General's office is asking for enforcement powers that would include the ability to seek up to \$25,000 in civil penalties for violations.

#### Needed: a model code

To ensure ethical conduct between mobile-home landlords and tenants, a model code, which could be adopted with local modifications by each state, would do well to include at least these seven provisions:

- Every tenant who wants one would get a written lease. Rent and other charges would be fixed for the period of the lease, which would be substantially more than the 120 days of Delaware's current law.

- All entrance and exit fees would be outlawed. As protection against a tenant's breaking the lease, the landlord could require a reasonable—and returnable—security deposit.

- Evictions in retaliation for a tenant's complaining to government authorities or joining a tenants' association would be made illegal and subject to a heavy fine.

- Park rules would have to be completely disclosed to every tenant before he moves in. Landlords would be required to engage in a reasonable amount of consultation with tenant representatives before changing the rules. If a change is made over tenant protests, a substantial waiting period should precede the effective date of the new rules, as in California.

- Tenants would be assured freedom to choose their own vendors for skirting, awnings, oil, milk, laundry, tie-downs, and other goods and services. The attempt to impose a vendor on tenants would render a landlord liable to a civil or criminal penalty.

- A minimum list of landlord responsibilities would be spelled out in state law, as is the case in Delaware.

- All of the above provisions would be enforced by the state's attorney general's office or consumer protection agency. The enforcing agency would be given enough teeth to make park owners hesitate before violating any provisions of the code. Of course, tenants should also have a right to sue privately.

FEDERAL TRADE COMMISSION  
WASHINGTON, D. C. 20580

0200

[16 CFR Part 441]

MOBILE HOME SALES AND SERVICE

Notice of Public Hearing and Opportunity  
to Submit Data, Views, or Arguments  
Regarding Proposed Trade Regulation Rule

Notice is hereby given that the Federal Trade Commission pursuant to the Federal Trade Commission Act, as amended, 15 USC § 41, et seq., the provisions of Part 1, Subpart B of the Commission's Procedures and Rules of Practice, 16 CFR § 1.11 et seq., and § 553 of Subchapter II, Chapter 5, U.S. Code (Administrative Procedure), has initiated a proceeding for the promulgation of a Trade Regulation Rule concerning mobile home sales and service.

Accordingly, the Commission proposes the following Trade Regulation Rule:

Sec.

- 441.1 Definitions.
- 441.2 Warranty performance systems.
- 441.3 Warrantor reliance on third parties.
- 441.4 Express warranties and other related documents.
- 441.5 Disclaimers, limitations, and exclusions.
- 441.6 Prohibited conditions precedent.
- 441.7 Dimensions of mobile homes.
- 441.8 Labels, seals, or certifications.

AUTHORITY: The provisions of this Part 441 issued under 38 Stat. 717, as amended; 15 U.S.C. 41-58.

§ 441.1 Definitions.

For the purposes of this Rule, the following terms and definitions shall apply:

(a) "Retail purchaser" refers to a person who buys a mobile home which is used or bought for use primarily as a place of residence and includes those persons to whom a warranty is transferable either under the terms of an express warranty or by action of governing State law.

(b) "Mobile home" refers to a movable portable dwelling over thirty-two feet in body length and over eight feet in width, constructed to be towed on its own chassis and designed so as to be installed with or without a permanent foundation for human occupancy as a residence, which may include one or more components which can be retracted for towing purposes and subsequently expanded for additional capacity, or two or more units separately towable but designed to be joined into one integral unit. "Mobile home" as used herein includes the mobile home structure, including the plumbing, heating, and electrical systems.

(c) "Defect" refers to any non-conformity in the performance, construction, components, or material of a mobile home that renders the home or any part thereof not in accordance with the obligations under the contract of sale or not fit for the ordinary use for which it was intended.

(d) "Manufacturer" refers to any corporation, partnership, or person engaged in the manufacture, assembly, and wholesale sale of mobile homes.

(e) "Authorized dealer" refers to a business enterprise, including but not necessarily limited to a corporation, a partnership, and an individual proprietor, neither owned nor controlled by a manufacturer, formed for the purpose of selling and servicing products, including but not limited to mobile homes, from one or more established and recognizable locations, and which is authorized and approved by one or more manufacturers to buy and sell to the public mobile homes produced by said manufacturers.

(f) "Normal course of business" refers to the usual or regular manner of operation of the business enterprise under ordinary conditions. "Normal course of business" does not include:

(1) conditions under which abnormal demands are made upon service capabilities as the result of natural disasters, or other acts of God or the government, or any other event beyond the control of the manufacturer and its authorized dealers or other third parties which places an unusually large demand upon service facilities; and

(2) events such as disasters, strikes, acts of the government, instances of force majeure or other occurrences which are beyond the control of the manufacturer and its authorized dealers or other third parties which prevent the manufacturer and its authorized dealers from responding to service requests within the time periods stated herein; and



(3) slight omissions or deviations from the provisions of this Rule which are inadvertent, unintentional, and are not due to bad faith.

(g) "Division" refers to a facility, plant, or factory which is utilized by the manufacturer in whole or in part for the purpose of manufacture and/or sale of the manufacturer's mobile homes.

(h) "Corporate headquarters" refers to the location where the offices of the most senior officers in the hierarchy of a manufacturer's enterprise are located and where responsibility for management of the enterprise on a company wide basis is generally exercised.

(i) "Warrantor" refers to a corporation, partnership, or other person engaged in the manufacture, wholesale or retail sale, offering for wholesale or retail sale, distribution, financing, or servicing of mobile homes produced or sold primarily for use by retail purchasers, who offers or provides an express warranty or who is subject to any warranties implied in a contract for the sale of a mobile home under governing State law.

(j) "Tender of possession" refers to the time when the mobile home has been properly set up at the retail purchaser's home site and all necessary documents and keys are transferred to the retail purchaser or the retail purchaser's representative to enable the retail purchaser to exercise the right to take possession and to complete delivery.

Provided, however, That in cases where the initial set up of the home was arranged by the retail purchaser and not by or through the manufacturer or authorized dealer, "tender of possession" refers to the time when all necessary documents and keys are transferred to the retail purchaser or the retail purchaser's representative to enable the retail purchaser to exercise the right to take possession and to complete delivery.

(k) "Home site" refers to a plot of land designated by the retail purchaser as the location where the mobile home is to be set up or the location where the mobile home has in fact been set up.

(l) "Express warranty" refers to a written document which contains affirmations of fact or promises made by the warrantor to the retail purchaser which relate to the mobile home and which become part of the basis of the sale.

(m) "Set up" refers to the operation whereby a mobile home is installed, leveled, and tied down on a permanent foundation of cinder blocks, cement piers, steel horses, or the like which properly distribute and support its weight. In the case of double-wide and triple-wide homes, "set up" includes the assembly of the two or more units of the mobile home and the sealing of the seams. "Set up" may also include the connection of certain utilities in accordance with local law.

§ 441.2 Warranty performance systems.

In connection with the manufacture, sale, offering for sale, distribution, and service of mobile homes produced or sold primarily for use by retail purchasers in commerce, as "commerce" is defined in the Federal Trade Commission Act, it is an unfair method of competition and an unfair or deceptive act or practice within the meaning of Section 5 of that Act for a corporation, partnership, person, or other business entity to offer or otherwise provide, any express or implied warranty unless the warrantor establishes and maintains a regular and effective warranty performance system which is designed to assure that each purchaser of mobile homes so warranted will receive full performance of all such warranty obligations either directly or by action through its authorized dealers or other third parties within the time period requirements set forth hereinbelow and unless the warrantor performs all of its obligations under such warranty within such time period requirements. An effective warranty performance system which is designed to assure that each retail purchaser of a mobile home receives full performance of the warrantor's obligations under the warranty shall incorporate but not necessarily be limited to the following:

(a) The warrantor shall perform warranty service and repair obligations arising subsequent to the tender of possession of the home to the retail purchaser by the warrantor, either directly or through an authorized

dealer or other third parties at the site of the mobile home.

(b) The warrantor shall, directly or through an authorized dealer or other third parties, in the normal course of business, commence all warranty service or repair of defects giving rise to a condition which affects the safety of a mobile home or renders it substantially uninhabitable as soon as possible but in no event later than three business days following receipt of notice of such a defect by the warrantor from the retail purchaser or two business days following notice of the determination by the warrantor's authorized dealer or other third parties to rely upon the warrantor to perform or to complete service or repairs requested by retail purchasers with respect to such defects. Such repairs are to be completed expeditiously.

(c) The warrantor shall, directly or through an authorized dealer or other third parties, in the normal course of business, respond to notice of the need for service and repairs of warranty defects other than those set forth in paragraph (b) above, within a reasonable time not to exceed seven business days of receipt of notice of such defects by the warrantor, its authorized dealer or other third parties, and complete such service or repairs within a reasonable time not to exceed thirty days following said receipt of notice.

(d) The warrantor shall assure that in the event of a bona fide dispute between the warrantor or its dealers and a retail purchaser pursuant to § 441.3(f) below, as to whether the defect(s) complained of by the retail purchaser are or are not covered by the manufacturer's warranty, then: In the event it is determined that warranty service or repair is required, which determination shall be made promptly, the manufacturer shall be allowed, notwithstanding the provisions of paragraphs (b) and (c) above with respect to the time allowances for repairs, in the normal course of business, from the date of notification of the dispute as set forth in this paragraph (d), no more than three business days in the case of defects referred to in paragraph (b) above to commence service or repair (such repairs to be completed expeditiously), and no more than thirty days in the case of defects referred to in paragraph (c) above to complete service or repair.

(e) The warrantor shall, either directly or through its authorized dealers or other third parties, in the normal course of business, inspect each mobile home at the home site prior to or at the time of tender of possession to the retail purchaser to assure that the home is being delivered to such retail purchaser free of all defects which affect the safety of the mobile home or render it substantially uninhabitable and that it is properly set up.

(f) The warrantor shall, either directly or through its authorized dealers or other third parties, in the normal course of business, reinspect each mobile home within a reasonable time not to exceed 90 days after tender of possession of the home to the retail purchaser to determine the existence of defects in the mobile home or problems relating to its set up; and to correct or arrange for the correction of defects within the scope of any applicable warranty, or improper set up and problems arising therefrom.

(g) Results of the inspections required pursuant to paragraphs (e) and (f) above shall be set forth in a report or reports which, if performed by an authorized dealer or other third party, shall be signed by said authorized dealer or other third party and shall be signed by the retail purchaser or said retail purchaser's representative indicating agreement with the information set forth herein. If no signature of the retail purchaser or said retail purchaser's representative appears on such a report, the authorized dealer or other third party shall certify that the necessary inspections and repairs were in fact accomplished and state in writing the reason for the absence of the signature of the retail purchaser or said retail purchaser's representative to the best of the authorized dealer's or other third party's knowledge and belief. Notwithstanding the provisions of paragraphs (e) and (f) above, in the event that the initial set up of the

mobile home is not provided by or arranged through the warrantor or the warrantor's authorized dealer but is arranged independently by the retail purchaser of such mobile home, there shall be no obligation to make those portions of the inspections described in paragraphs (e) and (f) above which cannot be accomplished prior to the initial set up.

(h) The warrantor shall, in the normal course of business, obtain information as to the date of purchase and the name and address of the retail purchaser of each of its mobile homes and shall maintain adequate records of the information so ascertained.

(i) Where the warrantor chooses to delegate, assign, contract, or otherwise rely on a continuing basis upon any authorized dealers or any third parties not employees of the warrantor to satisfy the obligations assumed by the warrantor under any warranty, express or implied by law, then the warrantor shall assure that if a dispute or disagreement should arise between the warrantor and one or more of its authorized dealers or other third parties as to which of them is to incur any such obligation, burden, or responsibility or is to correct a malfunction related or alleged to relate to the set up of the warrantor's mobile homes, any and all necessary repairs or other corrective action will be expeditiously accomplished, regardless of whether the dispute or disagreement has been resolved.

§ 441.3 Warrantor reliance on third parties.

In connection with the manufacture, sale, offering for sale, distribution, and service of mobile homes produced or sold primarily for use by retail purchasers in commerce, as "commerce" is defined in the Federal Trade Commission Act, it is an unfair method of competition and an unfair or deceptive act or practice within the meaning of Section 5 of that Act for a mobile home manufacturer who is a warrantor to delegate, assign, contract with, or otherwise rely on a continuing basis upon any authorized dealers or any other third parties who are not employees of said manufacturer to: First, determine whether any mobile home constructed by the manufacturer contains any defects which are within the scope of any express or implied warranty or whether any such mobile home otherwise requires remedial action pursuant to any such warranty; second, , notify the manufacturer of the existence of any such defects or need for remedial action pursuant to the aforesaid warranties; or third, perform any repairs or otherwise provide services in satisfaction of any warranty obligations incurred by the manufacturer, if the manufacturer shall fail to:

(a) enter into a written service agreement with each such person desiring to be authorized to assume the responsibility of satisfying the manufacturer's mobile home warranty obligations on a continuing basis which sets forth the respective warranty service obligations to be discharged by the manufac-



turer and by the authorized dealer or other third party. Mobile home manufacturers who extend a warranty, express or implied, and rely upon authorized dealers or other persons not employees of said manufacturers to perform their warranty obligations shall require all such dealers and other persons to execute such agreements described herein within 180 days of the effective date of this Rule as a condition precedent to the manufacturer continuing the aforesaid delegation, assignment, contractual relationship or reliance subsequent to the 180th day following the effective date of this Rule. Dealers or the other third parties upon whom the manufacturer commences to rely, delegate, assign, or contract as aforesaid after the effective date of the Rule shall execute such agreements prior to or at the time of said delegation, assignment, contracting, or reliance. Such agreements shall include but not necessarily be limited to:

(1) a clear and accurate description of the scope of those duties, burdens and responsibilities to be borne by the manufacturer and those to be borne by authorized dealers or other third parties as aforesaid and a statement as to the allocation of responsibility for the proper set up of mobile homes constructed by the manufacturer;

(2) the requirement that the authorized dealer or other third party as aforesaid shall, in the normal course of business, commence all warranty service or repair of defects which become necessary as a result of a condition which affects the safety of the mobile home or renders it substan-

tially uninhabitable, as soon as possible but not later than three business days following receipt of notice of such defects or condition by the authorized dealer or other third party, and shall complete such service or repairs expeditiously. In those cases in which the authorized dealer or other party determines to rely upon the manufacturer to perform or to complete service or repairs requested by retail purchasers on such defects, such determination shall be made and communicated to the manufacturer immediately upon such determination but no later than two business days following receipt of notice of such defect from the retail purchaser;

(3) the requirement that except as set forth in subparagraph (2) immediately above the authorized dealer or other third party as aforesaid must respond to a request for warranty repairs or service within seven business days of the receipt of notice and must complete all such warranty service or repairs within a reasonable time, not to exceed thirty days in the normal course of business, following receipt of notice of such condition by such authorized dealer or other third party. In those cases in which the authorized dealer or other third party determines to rely upon the manufacturer to perform or to complete such service or repairs requested by the retail purchaser, such determination shall be made and communicated to the manufacturer as soon as possible but no later than five business days following receipt of notice from the retail purchaser;

(4) the requirement that the authorized dealer or other third party as aforesaid must, in the normal course of

business, inspect each mobile home at the home site prior to or at the time of tender of possession to the retail purchaser to assure that the home is being delivered to such purchaser free of all defects which affect the safety of the home or render it substantially uninhabitable and that it is properly set up. Such an inspection shall be reported in written form to the manufacturer as described in subparagraph (6) below;

(5) the requirement that the authorized dealer or other third party as aforesaid must, in the normal course of business, reinspect each of the mobile homes constructed by the manufacturer at a reasonable time not to exceed 90 days following tender of possession of the home to the retail purchaser to determine the existence of any defects in the mobile home or an improper set up or problems arising therefrom, and to correct or arrange for the correction of any such conditions. Such a reinspection shall be reported in written form to the manufacturer as described in subparagraph (6) below;

(6) the requirement that the authorized dealer or other third party as aforesaid in the normal course of business provide the manufacturer with written reports which document the results of the inspections set forth in subparagraphs (4) and (5) above. The signature of the retail purchaser or the retail purchaser's representative thereon shall be

required as certification that the inspections and repairs alleged therein to have been completed were in fact accomplished to the best of his or her knowledge and belief. Provided, however, That if the signature of the retail purchaser or the retail purchaser's representative cannot be obtained, the authorized dealer or other third party shall so state in writing in the report and shall also state the reasons for the absence of the required signature to the best of his or her knowledge and belief. Notwithstanding the provisions of subparagraphs (4) and (5) above, in cases where the initial set up of the mobile home was not provided by or arranged through the warrantor or the warrantor's authorized dealer but was arranged independently by the retail purchaser of such mobile home, there shall be no obligation to make those portions of the inspections described in subparagraphs (4) and (5) above which cannot be accomplished prior to the initial set up of the mobile home;

(7) the requirement that the authorized dealer or other third party as aforesaid establish and maintain, or contract for the services of personnel and facilities which are capable of providing all necessary warranty repairs and service within the time period requirements set forth in subparagraphs (2) and (3) above in the normal course of business.

(8) a statement that the manufacturer shall have the right to withdraw authorization from authorized dealers and other

third parties as aforesaid who fail to meet their responsibilities under the written service agreement as set forth herein;

(9) a provision providing for the disposition of the manufacturer's continuing obligation, subsequent to the time that authorization has been withdrawn, to perform warranty service on mobile homes sold by the dealer until such time as the terms of all warranties outstanding on such homes have expired.

(b) fully scrutinize and evaluate the number of personnel, level of expertise, and adequacy of facilities and equipment of such parties desiring to be authorized to perform warranty obligations incurred by the manufacturer on a continuing basis with respect to their ability to capably perform all necessary warranty service, repairs, and set up of said manufacturer's mobile homes within the standards to be set forth in the agreement prior to the authorization of a dealer or reliance upon any other third party as aforesaid. A check of credit references and other evidence of the financial standing of the dealer is not by itself sufficient to comply with the requirements of this paragraph. If a prospective authorized dealer chooses to rely on an outside service agency with respect to set ups, warranty repairs and service, the manufacturer shall satisfy itself as to the capability of said agency to perform adequate set ups and service through a regular procedure capable of providing a true and objective assessment of such agency's set up, repair, and service capability.

(c) establish a regular procedure for the effective ongoing evaluation of the manner in which authorized dealers or other third parties as aforesaid maintain their service and set up capability and the manner in which they perform such warranty and set up responsibilities. Such a procedure shall include but not necessarily be limited to the dissemination of a questionnaire to all persons' who purchase the manufacturer's mobile homes at retail within 60 to 120 days subsequent to the date of tender of possession of the home to the retail purchaser but in no event prior to ten days following reinspection of the home which inquires as to the following:

(1) the existence of any defects in said mobile homes within the scope of the manufacturer's express warranty and any warranties implied by law or of an improper set up or any problems arising therefrom;

(2) the name of the person, if any, whom the mobile home owner notified as to the existence of said defects or set up problems;

(3) the identity of any person who sought to service or repair any such defects or set up problems;

(4) whether such defects or set up problems were fully repaired, the period of time required to effect such repairs, and the identity of the parties who accomplished such repairs;

(5) whether the purchaser is satisfied with the promptness and quality of the repairs made on his or her home to date.

Such questionnaire shall be sent in the form of a pre-paid self-addressed postcard or a letter containing a pre-paid

self-addressed envelope. Such a procedure shall also include regular periodic visits by one or more employees of the manufacturer to review the service facilities and personnel maintained by the authorized dealer or other third party. Such a visit and review shall be immediately initiated by the manufacturer upon the receipt of an unreasonable number of meritorious complaints or unsatisfactory reports, questionnaires or other similar communications from retail purchasers. The manufacturer shall forthwith terminate its authorization of and reliance on authorized dealers or other third parties who fail to meet the responsibilities and standards set by the manufacturer pursuant to the written service agreement and this Rule.

(d) assure that the person or persons to whom responsibility for supervising and assuring the implementation of the manufacturer's warranty service program is delegated shall make periodic reports at least on a monthly basis to the manufacturer's responsible officers. Such reports shall include but not necessarily be limited to current information concerning:

(1) the current cost to the manufacturer of warranty service;

(2) the incidence and nature of frequently recurring defects and of defects which have been determined to deleteriously affect the health and safety of the occupants of mobile homes containing such defects;

(3) those measures undertaken in response to reports of defects described in subparagraph (2) above including but not necessarily limited to modification in production and design of the manufacturer's mobile homes;

(4) analysis of the manner in which the manufacturer's employees, authorized dealers and other third parties are performing their warranty and set up responsibilities.

(e) with respect to manufacturers who produce in excess of 5,000 mobile homes annually, vest the direct administration of such manufacturer's warranty service program at the corporate level and the responsibility for supervising and assuring the implementation of the warranty service program in only those corporate officials who have no direct responsibilities on a day-to-day basis for the sale of the manufacturer's mobile homes.

(f) establish a uniform procedure for the systematic receipt and analysis and fair disposition of all complaints or disputes which may arise between the aforesaid retail purchasers of mobile homes constructed by the manufacturer and the manufacturer, its agents, assigns, successors, or other third parties including but not necessarily limited to the manufacturer's authorized dealers, with respect to any alleged warranty obligations of the manufacturer. Such a procedure shall incorporate but not necessarily be limited to:

(1) the prompt evaluation of and response by the manufacturer, directly or by action through a third party, in the normal course of business, to all complaints within a



reasonable time not to exceed five business days after receipt of such complaints;

(2) with respect to manufacturers which produce in excess of 5,000 mobile homes annually, the designation of a single focal point within the corporation for the receipt of consumer complaints regarding warranty repairs or set up problems;

(3) an effective mechanism for the fair and impartial resolution of disputes with respect to alleged warranty obligations. With respect to manufacturers which produce in excess of 5,000 mobile homes annually, the responsibility for resolving disputes through the above-described mechanism shall be vested in only those personnel who are not responsible for sales on a day-to-day basis;

(4) an accurate and complete record keeping system regarding the nature and disposition of all such disputes and complaints received by the manufacturer;

(5) periodic review and evaluation by the manufacturer as to the effectiveness of such procedures and correction of such procedures where necessary;

(g) maintain full and accurate records and to periodically review such records which shall disclose:

(1) the date of receipt, the disposition, and the date of disposition of each request for warranty service (including any refusal of a request for service or repairs and the reasons for such a refusal) received by the manufacturer; and

(2) the results of the evaluations of service capacity provided for in paragraph (c) above and the results of any action taken with respect thereto.

§ 441.4 Express warranties and other related documents.

In connection with the manufacture, sale, offering for sale, distribution, and service of mobile homes produced or sold primarily for use by retail purchasers in commerce, as "commerce" is defined in the Federal Trade Commission Act, it is an unfair method of competition and an unfair or deceptive act or practice within the meaning of Section 5 of that Act for a warrantor who chooses to disseminate an express warranty not to provide retail purchasers with a written warranty and other related documents which clearly and fully describe and effectively communicate to the retail purchaser, in simple and readily understood language:

(a) the identity and address of the warrantor;

(b) the identity of the class or classes of persons to whom the warranty is extended, including but not limited to a statement as to whether the warranty extends to subsequent transferees of the initial purchaser whether because of the terms of the express warranty or by action of State law;

(c) the nature and extent of the warranty offered or otherwise provided, including a clear description and identification of the materials, parts, appliances, characteristics, and properties deemed to be within the scope of warranty coverage and those that are not so included;

(d) a full statement of the remedies available to the retail purchaser under the warranty;

(e) a statement as to the time that the warranty term commences and the time period for which the warranty on the mobile home is to be effective;

(f) the manner in which the warrantor intends to provide for the performance of warranty obligations, including disclosure of any delegation of warranty responsibility to third parties; Provided, however, That disclosure of said delegation must be accompanied by additional disclosure that such delegation in no way relieves the warrantor of the ultimate responsibility to fulfill all warranty obligations;

(g) a clear and accurate statement of any and all requirements which must in fact be fulfilled by the purchaser as conditions precedent to obtaining performance by the warrantor of warranty obligations and a precise explanation as to how these conditions precedent may be fulfilled;

(h) a clear and precise explanation of the uniform procedure which is to be followed by retail purchasers in order to obtain performance of any warranty obligation assumed by the warrantor and a clear and conspicuous disclosure of the existence of the dispute settlement procedure offered by the warrantor pursuant to § 441.3(f). Such a statement shall include but not necessarily be limited to the name and address of the corporate officer and/or department responsible for the resolution of such matters and the designation of a telephone number which may be utilized by the retail purchaser for such purposes.

§ 441.5 Disclaimers, limitations, and exclusions.

In connection with the manufacture, sale, offering for sale, distribution, and service of mobile homes produced or sold primarily for use by retail purchasers in commerce, as "commerce" is defined in the Federal Trade Commission Act, it is an unfair method of competition and an unfair or deceptive act or practice within the meaning of Section 5 of that Act to suffer or permit mobile homes to be sold either directly or by action through a third party, without any express or implied warranties or limitations or exclusions of liability under any warranty or to disseminate or cause the dissemination of any statement or representation which represents directly or by implication that any express or implied warranty has been limited or excluded unless the person or persons so representing have a reasonable basis, in the form of an opinion by legal counsel, that said disclaimer, limitations and exclusions are enforceable under governing State law, and clear and conspicuous notice of such "as is" sale or other disclaimer, limitation or exclusion is given to prospective retail purchasers of their mobile homes prior to the execution of the contract of retail purchase. Provided, however, That with respect to the "as is" sale of damaged, salvaged, demonstrator or repossessed mobile homes, the aforesaid opinion by legal counsel shall not be required. A clear and conspicuous notice of an "as is" sale shall contain the following language:

## NOTICE:

The manufacturer of this mobile home sells it "as is" and refuses to assume any responsibility for defects. The purchaser of this mobile home must accept it with all defects and take the entire risk, under contract law, as to its condition.

§ 441.6 Prohibited conditions precedent.

In connection with the manufacture, sale, offering for sale, distribution, and service of mobile homes produced or sold primarily for use by retail purchasers in commerce, as "commerce" is defined in the Federal Trade Commission Act, it is an unfair method of competition and an unfair or deceptive act or practice within the meaning of Section 5 of that Act, notwithstanding the provisions of § 441.4(g) for any warrantor of a mobile home to:

(a) disseminate a warranty or any documents associated therewith which require or purport to require the return of the home or any defective part thereof to the location of its manufacture as a condition precedent to obtaining warranty repairs or service;

(b) disseminate a warranty or any documents associated therewith which require or purport to require the return of a warranty card, owner's registration card, or any similar document bearing certain information about the retail purchaser or the retail purchase transaction as a condition precedent to the validation of the warranty or as a condition precedent to the manufacturer's obligation to perform warranty repairs and service on said retail purchaser's mobile home.

§ 441.7 Dimensions of mobile homes.

In connection with the manufacture, sale, offering for sale, distribution, and service of mobile homes produced or sold primarily for use by retail purchasers in commerce, as "commerce" is defined in the Federal Trade Commission Act, it is an unfair method of competition and an unfair or deceptive act or practice within the meaning of Section 5 of that Act for any manufacturer of mobile homes to disseminate or cause the dissemination of any representation or statement which represents, directly or by implication, the dimensions of mobile homes unless the actual dimensions of the mobile homes, from exterior wall to exterior wall, and the dimensions of any tow hitch or other appendages, not part of said living space are clearly and conspicuously disclosed.

§ 441.8 Labels, seals, or certifications.

In connection with the manufacture, sale, offering for sale, distribution, and service of mobile homes produced or sold primarily for use by retail purchasers in commerce, as "commerce" is defined in the Federal Trade Commission Act, it is an unfair method of competition and an unfair or deceptive act or practice within the meaning of Section 5 of that Act to use or disseminate any label, seal or certification which makes any representation, directly or by implication, as to the compliance of the mobile homes

with any standard, code or the like regarding construction or performance characteristics without disclosing clearly, conspicuously and in close conjunction therewith exactly what said label, seal or certification means and what remedy, if any, is available to a retail purchaser in the event that his or her mobile home is not in compliance with said code or standard. For example, a clear and conspicuous disclosure in close conjunction with a label, seal or certification attached to a mobile home which represents directly or by implication that the particular home is in full compliance with ANSI Standard A119.1 shall consist of the following:

There is no assurance by the manufacturer that this mobile home complies with every requirement of ANSI Standard A119.1. If you believe that this mobile home is not in compliance with ANSI Standard A119.1, the manufacturer suggests that you consult your warranty for instructions on obtaining necessary corrective action.

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All interested persons, including the consuming public, are hereby notified that they may file written data, views, or arguments concerning the proposed Rule with the Special Assistant Director for Rulemaking, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580, not later than

All interested persons are also given notice of the opportunity to orally present data, views, or arguments with

respect to the proposed Rule at a public hearing to be held commencing at 10 a.m., in Room 532 of the Federal Trade Commission Building, Pennsylvania Avenue at Sixth Street, N.W., Washington, D.C. Hearings may be held later in other locations and notice of any such future hearings will be published in the Federal Register.

Any person desiring to orally present views or comments at the hearing should so inform the Special Assistant Director for Rulemaking not later than and state the estimated time required for the oral presentation. Reasonable limitations upon the length of time allotted to any person may be imposed. In addition, any person desiring to deliver a prepared statement at the hearing should submit a copy of such statement to the Special Assistant Director for Rulemaking on or before To the extent practicable, persons wishing to file written presentations in excess of two pages should submit twenty copies.

The data views, or arguments presented with respect to the proposed Rule will be available for examination by interested parties in Room 130 of the Division of Legal and Public records, Federal Trade Commission, Washington, D.C. and will be considered by the Commission in the establishment of a Trade Regulation Rule.



All persons, firms, corporations, or others engaged in the manufacture, sale, offering for sale, distribution, and service of mobile homes in commerce, as "commerce" is defined in the Federal Trade Commission Act, may be subject to the requirements of any Trade Regulation Rule promulgated in the course of this proceeding.

All interested persons, including the general public, are urged to express their approval or disapproval of the proposed Rule, or to recommend revisions thereof, and to give a full statement of their views in connection therewith.

Comments are invited with respect to all aspects of the proposed Rule. The Commission invites comments particularly with respect to:

(1) the need for an effective mechanism, where appropriate for the independent, fair, and impartial arbitration of disputes with respect to mobile home warranty obligations and the manner in which that mediation and arbitration may best be accomplished.

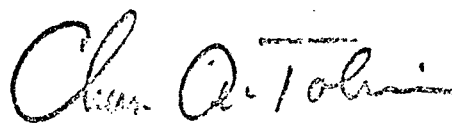
(2) The feasibility of the proposed requirements with respect to smaller companies (those companies that produce fewer than 5,000 mobile homes annually).

(3) Whether the Rule should include a provision which would address itself to many of the problems related to set

up that mobile home owners experience and, if so, whether additional measures including a requirement that all set ups be subject to a separate warranty should be considered in this context.

Issued: December 27, 1975.

By the Commission.

  
Charles A. Tobin,  
Secretary,

COMMENTS RE PROPOSED LEGISLATION

*From W. J. ... 1-2-15  
 1-2-15 ...*

Mobilehome parks in California have been governed by a complex body of statutory law outlining the rights and duties of mobilehome park owners and tenants. Several of the Code sections were ambiguous which resulted in costly litigation. Additionally, several landlord-tenant areas not covered by the legislation have also been raised in various lawsuits due to the California legislature's lack of foresight. Consequently, this memo will comment on the reasons why several of the proposed mobilehome landlord-tenant law sections copied from California have been modified while others expanded.

California requires that a tenant be given 60 days' notice in order to have his tenancy terminated. This period of time is unsatisfactory both to park owners and tenants. Park owners, on the one hand, suffer property damage and loss of income while tenants in good standing are disgruntled by the fact that a tenant in bad standing or a "deadbeat" is still their neighbor. Furthermore, if a tenant is a nuisance, or interfering with the other tenants' right to privacy and peaceful enjoyment of their property the tenants in good standing are subjected to this conduct for an undue period of time.

There should be two time periods for terminating a tenancy: 10 days for the instances outlined in section 3 in order to minimize the loss to the owner and discomfort to tenants for reasons that are self-explanatory because of the grounds of eviction and 45 days for the reasons outlined in section 2 for reasons which are also self-explanatory.

California law makes reference to the fact that the mobilehome subdivision does not affect any rights or proceedings available to the park owners under other sections and this section has resulted in substantial litigation and confusion in the mobilehome industry in California. It is, therefore, recommended that the section to be adopted in Nevada contain the language set forth in section 1(c) to hopefully avoid any such litigation.

Pet charges and guest charges are an area not covered by the California law and have also resulted in substantial litigation concerning whether they are deemed to be a "reasonable incidental service charge". Consequently, to eliminate such litigation in Nevada it would be in the best interest of the people to have pet charges and guest charges included in the Code sections where I have added same.

On occasion a tenant who has been evicted will attempt to use park facilities to hold meetings to incite the tenants to fight the park owner for one reason or another. Consequently, the section governing meetings by tenants applies only to tenants or residents who have not been evicted.

The section governing entrance charges as a condition of tenancy should be amended to include the specific language that management is entitled to reasonable maintenance fees if the coach and lot are vacated for his services in order to avoid litigation in this field which, again, has resulted in California.

The balance of the legislative changes made in the Code sections are self-explanatory and can be elaborated in further detail should there be any questions pertaining thereto.

*Robert M. ...*  
*...*

*Proposed by  
Santiago Nevada Mobile Home Assn.  
P.O. Box 3013 - Las Vegas, Nevada 89103*

0231

MOBILEHOME PARK LAW

Proposed N.R.S. Sections on mobilehome park law to be implemented into the Nevada revised statutes.

1. [Termination of tenancy at will or lease in mobilehome park: Notice.] (a) No tenancy or other estate at will or lease, however, created on or after the effective date of this section, in a mobilehome park may be terminated except upon the landlord giving notice in writing to the tenant to vacate the premises within a period of not less than 45 days if terminated pursuant to section 2 or not less than 10 days if terminated pursuant to section 3, said period to be specified in the notice. No lease shall contain any provision by which the tenant waives his rights under this section, and any such waiver shall be deemed contrary to public policy and shall be unenforceable and void. However, any lease may provide that the tenancy may be terminated upon the landlord giving notice in writing to the tenant, in such a prescribed manner, to remove from the premises within a period of more than the statutory 10 or 45 days, to be specified in the notice.

(b) This section shall apply only to mobilehomes and trailer coaches which are required to be moved under permit as specified in Chapter 484 of the N.R.S.

(c) This section shall not affect any other landlord procedural rights or proceedings set forth under any other provisions of the Nevada Revised Statutes or other applicable laws. A tenant of a mobilehome is guilty of an unlawful detainer when said tenant remains in possession after service upon him of the 3 day notice to quit. Said 3 day notice to quit may be served as a preliminary notice prior to service of the statutory 10 or 45 day notice specified in this section and the person who is found guilty of an unlawful detainer is guilty of a misdemeanor and shall be punished with a minimum fine of three times the daily rental for each and every day of this unlawful detainer or \$500.00, whichever is less.

2. [Grounds for termination of tenancy at will or lease in mobilehome park upon 45 days notice.] At the effective date of this subdivision, a tenancy shall be terminated pursuant to this section on the landlord giving notice in writing to the tenant to vacate the premises within the period of not less than 45 days to be specified in the notice for one or more of the following reasons:

(1) Failure of the tenant to comply with local ordinances and state laws and regulations relating to mobilehomes or mobilehome parks.

(2) Failure of the tenant to comply with rules and regulations of the mobilehome park as established by the management at the inception of the tenancy or as amended subsequently with the consent of the tenant or without his consent upon 6 months written notice. However, regulations applicable to recreation facilities may be amended at the discretion of the management.

(3) Condemnation or change of use of the mobilehome park.

3. [Grounds for termination of tenancy at will or lease in mobilehome park upon 10 days notice.] After the effective date of this subdivision, a tenancy shall be terminated pursuant to this section upon the landlord giving notice in writing to the tenant to vacate the premises within a period of not less than 10 days to be specified in the notice for one or more of the following reasons:

(1) Conduct of the tenant upon the mobilehome park premises which constitutes a violation of the other tenants' right to peaceful enjoyment of their lot and park facilities such as loud music, loud parties, intoxication, fighting, immoral conduct and any other conduct that may constitute annoyance to tenants or interference with park management, *OR UNLAWFUL DISTURBANCE OR DEGRADATION OF PARK FACILITIES.*

(2) Nonpayment of rent, pet charges, guest charges, utility charges or reasonable incidental service charges.

(3) Failure of a tenant to maintain a pet in accordance with park rules and regulations which as a result causes any disturbance, annoyance or harm which will annoy or harm any person in the park.

4. [Meetings in mobilehome park.] Meetings by tenants or residents of the mobilehome park who have not been evicted, relating to mobilehome living and affairs in the park community or recreation hall shall not be subject to prohibition by the park management if such meetings are held at reasonable hours and when the facility is not otherwise in use.

5. [Reason for eviction.] The management of a mobilehome park shall specify in the notice required by sections 2 and 3, the reason for the termination of the tenancy in such mobilehome park. The reason relied upon for the termination shall be set forth with specific facts, including the date, place and circumstances concerning the reason for termination. Reference to subdivision and paragraph of this section and/or recital of the language of this section shall not constitute compliance with this subdivision.

6. [Prohibited termination in order to make tenant space in mobilehome park available for mobilehome purchaser.] Notwithstanding the provisions of this subdivision a tenancy or other estate at will or lease in a mobilehome park may not be terminated for the purpose of making the tenant's space in the park available for a person who purchased a mobilehome from the owner of the mobilehome park or his agents.

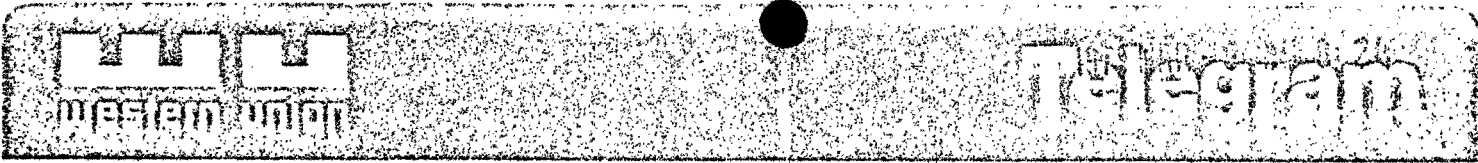
7. [Fees charged to mobilehome park tenants.] The owner of a mobilehome park or his agents shall not charge any fees to tenants other than charges for rent, pets, guests, utilities, or incidental reasonable service charges.

8. [Prohibited entry charge or transfer fee respecting mobilehome parks.] There shall be no entry charge as a condition of tenancy in a mobilehome park, nor shall there be any transfer or selling fees as a condition of sale of a mobilehome within a mobilehome park, even if such mobilehome is to remain within the park, if the park management performs no service in the sale of a mobilehome. Management is entitled to reasonable maintenance fee if a coach and lot are vacated by tenant and management performs services to maintain the coach and lot in accordance with park rules.

9. [Information furnished mobilehome park tenants.] The management of a mobilehome park shall provide tenants with the language of sections 1 through 8 in written form either included within the rules and regulations of the park or in the rental agreement.

10. [Removal of mobilehome in event of sale prohibited as condition of residency.] The ownership or management of a park, subdivision, cooperative, or condominium for mobilehomes shall not make as a condition or precondition of residency or tenancy that the mobilehome be prohibited from remaining in the mobilehome park in the event of a sale to a third party during the term of the tenant's lease or any renewal or extension thereof; provided, however, that the owner may, in the event of a sale to a third party, in order to upgrade the quality of his mobilehome park, require that any mobilehome less than 12 feet wide and more than 10 years old, or both, or any mobilehome in a rundown condition or in disrepair be removed from the park. The decision of the mobilehome park ownership or management in this regard shall be binding.

Nothing in this section shall be construed to deny the ownership or management a right to require prior approval of a purchaser if the mobilehome will remain located in the mobilehome park or other facility.



REA035(1022)(2-009197E067)PD 03/08/75 1021

ICS IPKDNZ CSP

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PMS DARRELL DREYER

STATE ASSEMBLYMAN

NEVADA LEGISLATURE

CARSON CITY NV 89701

I MOST HEARTILY BACK YOUR SUPPORT OF ASSEMBLY BILL NUMBER 308. THIS  
TYPE OF LEGISLATION IS LONG OVER DUE FOR THE MOBILE HOME OWNER

RAY YANWAYON 2800 SOUTH LAMB BLVD LAS VEGAS NEVADA 89121

NNNN



WESTERN UNION

TELEGRAM

REA022(1024)(2-012043E066)PD 03/07/75 1024

0235

ICS IPMRNCZ CSP

7024571990 TDRN LAS VEGAS NV 23 03-07 1024A EST

PMS ASSEMBLYMAN DARRELL DREYER

CARSON CITY NV 89701

I MOST HEARTILY BACK YOUR SUPPORT OF ASSEMBLY BILL NUMBER 308 THIS  
TYPE OF LEGISLATION IS LONG OVERDUE FOR THE MOBILE HOME OWNER

MR AND MRS FRED JUDD

NNNN

2-000013E065 03/06/75

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ASSEMBLYMAN DARRELL DREYER  
STATE CAPITOL  
CARSON CITY NV 89701

I MOST HEARTILY BACK-YOUR SUPPORT OF ASSEMBLY BILL NUMBER 308 THIS TYPE  
OF LEGISLATION IS LONG OVERDUE FOR THE MOBILE-HOME OWNER

MR AND MRS ORVILLE C RANGER 2800 SOUTH LAMB SPACE 69 LAS VEGAS  
NV 89121

0012 EST

MGM RNOB RNO

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Mailgram  
UNITED STATES POSTAL SERVICE

0237

DARRELL DYERER, STATE ASSEMBLYMAN, NEVADA  
LEGISLATURE  
CARSON CITY NV 89701

I MOST HEARTILY BACK YOUR SUPPORT OF ASSEMBLY BILL 308 THIS TYPE OF  
LEGISLATION IS LONG OVERDUE FOR MOBILE HOMEOWNER

JOE AND ALICE GRAF  
2800 SOUTH LAMB BLVD SP-230 LAS VEGAS NV 89121

1321 EST

MGM RNO RNO

MGMRNOA RNO  
2-011225E065 03/06/75  
ICS IPMRNCZ CSP

western union Mailgram



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ZIP

0238

STATE ASSEMBLYMAN DARRELL DREYER  
STATE CAPITAL  
CARSON CITY NV 89701

MOST HEARTILY BACK YOUR SUPPORT OF ASSEMBLY BILL #308 THIS TYPE OF  
LEGISLATION IS LONG OVERDUE FOR THE MOBILE HOME OWNER  
RUBIN GUTIERREZ 2800 SOUTH LAMB BLVD SPACE 63 LAS VEGAS NV 89121

1005 EST

MGMRNOA RNO

GUEST REGISTER

0239

COMMERCE COMMITTEE

DATE: 3/10

PLEASE  
CHECK IF YOU  
WISH TO SPEAK

NAME	REPRESENTING	
Edwin H. LAUBER	Mobile Home Owners League of the Silver State SILVER STATE MOBILE	
X Leonard I. Gould	" " "	✓
X FLORENCE Trout	" " "	✓
Boyd Brakken	" " "	
Jon Tucker	" " "	
Eat Harvey	" " "	
Vi VanderLeest	" " "	
C. Shuler Luger	" " "	
J. P. Adams, Sr.	" " "	
A. B. Cobble	" " "	
Holous A. Cobble	" " "	
X Walter Cahel	" " "	
X Ted Holzworth	" " "	
X Charles H. Reed	" " "	
H. L. Lohman	" " "	(Yes)
X DAVID HUY	The Coachman MOBILE HOME DEALERS	If Necessary AB 308 <input checked="" type="checkbox"/>

GUEST REGISTER

COMMERCE COMMITTEE

DATE: 3/10

PLEASE  
CHECK IF YOU  
WISH TO SPEAK

NAME	REPRESENTING	PLEASE CHECK IF YOU WISH TO SPEAK
Larry Johnson	State Fire Marshal's Office	
Art Geisler	State Fire Marshal	
[unclear]	So. Nv. M.H.	
Charles B. Bates	OFFICE NEV. STATE FIRE MARSHALS	
Ross E. Stahl	Park owner	
Robert Eikelberger	Cerritos Valley Mobile Mobile PARK owner	if necessary
Holt Bantz	H-1 Mobile Village	Yes.
Jim Nicholson	OASIS MOBILE ESTATES SPARKS	AB 308 IF NECESSARY
A. Howard Wheeler	Northgate Mobile Village	AB-308 IF NECESSARY
John Carsten	Stamford Trailer Park	IF NECESSARY
Richard Hellman	Hellman's Trailer	401 - W - 80th St. Reno
Mrs. + Mrs. Carl Nye	Pony Express Trailer Park	
Mr. & Mrs. H. Davenport	Y-Rancho Trailer Park	
Mr. & Mrs. Fred Nickla	Stardite Park, Reno	
ARVIS C. FORREST	SOUTHERN NEV. MOBILE HOME ASSN	YES
Herman Holt	So. Nv. M. H. Park Assoc.	

GUEST REGISTER

0241

COMMERCE COMMITTEE

DATE: 3/10

PLEASE  
CHECK IF YOU  
WISH TO SPEAK

NAME	REPRESENTING	PLEASE CHECK IF YOU WISH TO SPEAK
Geo Johnson	Country Club	
ANDREW ANDERSON	7 STAR MOBILE PARK CITY	
Brodie Baney	Hi Ho Mobile Park	
Maon S. Shloth	The Coachman	
* BOE LAWLER	CONS. AFFAIRS DIR	✓ AB 156
Pete Kelley	New Retail Ass'n	
Sue Mulligan	Nevada Assoc. Realtors	AB 27, 56, 308
* Mary P. Pich	Cottonwood Mobile Home Park	✓ AB 308
Landy Arrais	Oasis Trees Home	
A. R. Mollhagen	Thunderbird	AB 308
Jim Mollhagen	Thunderbird	AB 308
* Helen Chase	Manuelia	AB 308
* Mrs. Jezi Lyons, BS., D.H.	IL Mobile Home Park Assoc.	AB 508
Gerard Lyons	"	"
* Rhine T. Dewey	governors advisory council New. MTH Times	

GUEST REGISTER

0242

COMMERCE COMMITTEE

the next page  
is 259

DATE: 3/10

PLEASE  
CHECK IF YOU  
WISH TO SPEAK

NAME	REPRESENTING	PLEASE CHECK IF YOU WISH TO SPEAK
C. Hingeweller	Land Title	✓ ABISC
JAMES R THORPE	HILLSIDE PARK	
Madison Hughes	Hillside Mobile Park	
Honey Roney	Clear Creek Mobile Park	
Theresa C. Pinney	Clear Creek Mobile Home Park	
Kenneth King	King Trailer Sales	
DAN KELLY	ABC MOBILE HOMES CO.	
Al CHAPMAN	DORIS EVANS H.H.S.	
x E.L. Silva	DMU. C. C.	IF needed
x Ron J Guinan	STATE FIRE MARSHAL	yes
John Ross	MOBILE HOME COMM	
James Merkle	TRAILS END M/HI STUDIO	
J Almy	MOBILE HOME SHOW LV	
David Georges	CITY MOBILE HOMES INC	
Tommy J. Terry	Sun City Mobile Homes II	
x S.J. Huddleston	City of Las Vegas Fire Dept	AB 28 if needed D