



What is a Manufactured Home?

5

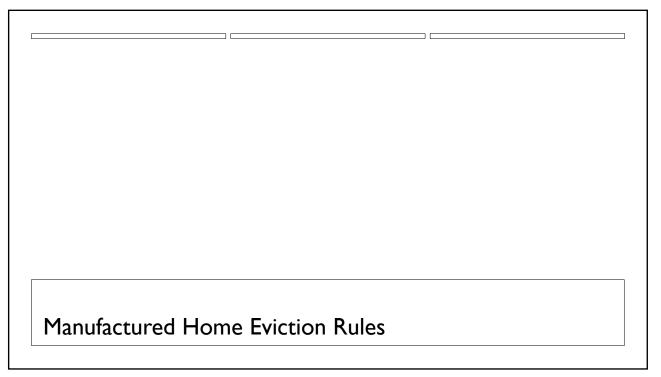
Manufactured Home

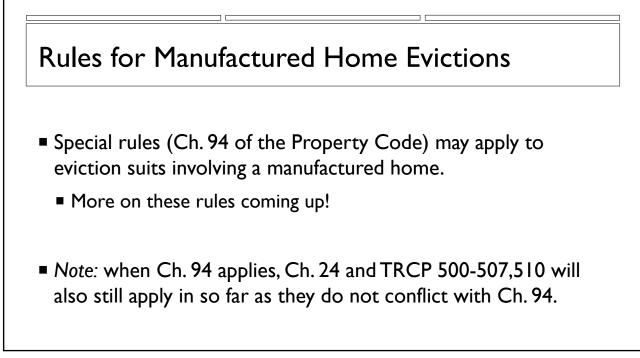
- A "manufactured home" is a "mobile home" that is:
 - Built on a permanent frame and used as a dwelling once utilities are connected;
 - Transportable; and
 - At least 8 feet wide or 40 feet long (when travelling) or at least 320 square feet (on the site).

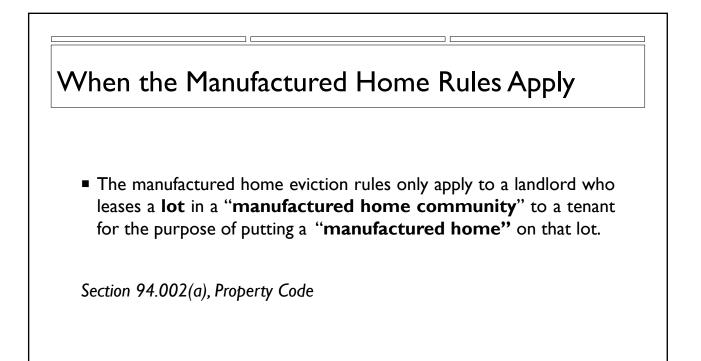
Section 94.001(3), Property Code; Section 1201.003, Occupations Code

For Example:

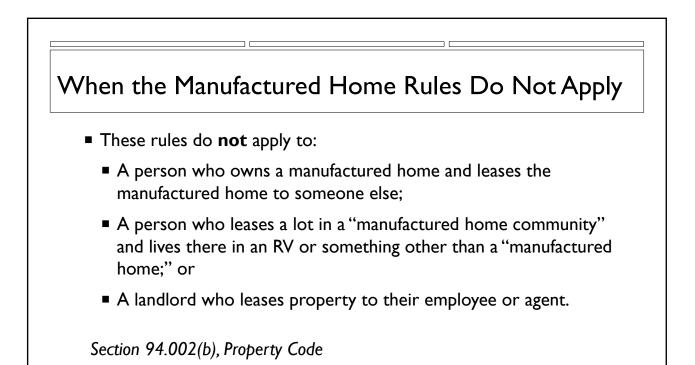


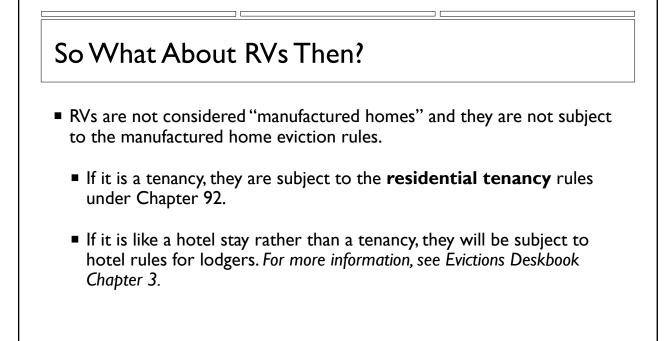


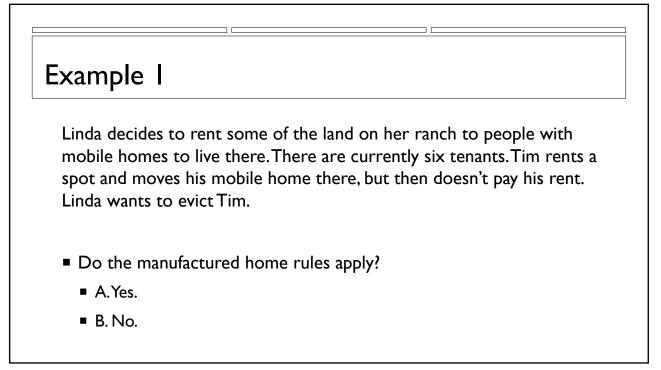




Group Discussion #I	Anyone know what counts as a "Manufactured Home Community?"
	Where might you find that info?



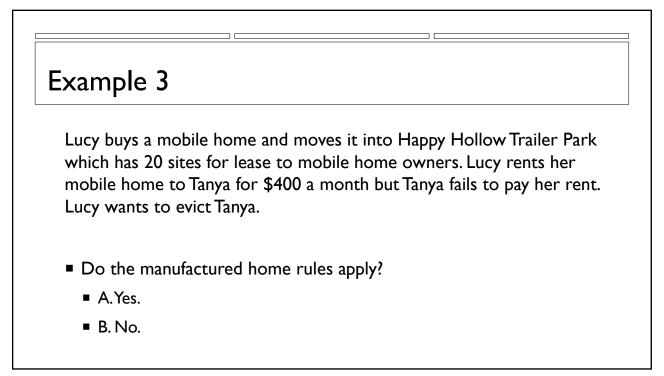




Example 2

Lenny owns a house on an acre of land. He lets Tom move his mobile home onto the lot and Tom lives there for six months. But Lenny decides to build a pool where Tom's mobile home is located and tells Tom to leave. Tom says he's happy where he is.

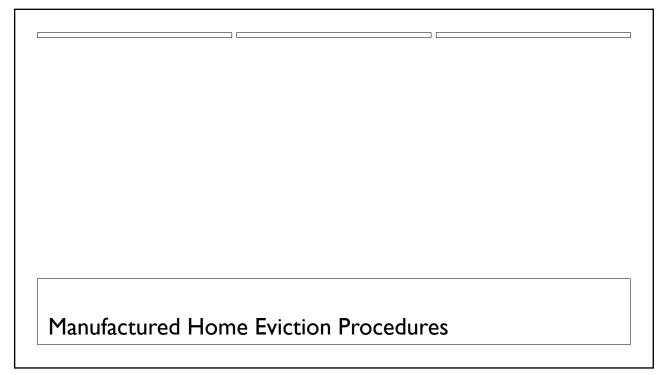
- Do the manufactured home rules apply?
 - A.Yes.
 - B. No.



Example 4

Louis owns Peace and Quiet Trailer Park which has more than four sites for lease to mobile home owners. Theresa rents a lot and drives her RV onto it and connects it to the utilities. Theresa stops paying her rent.

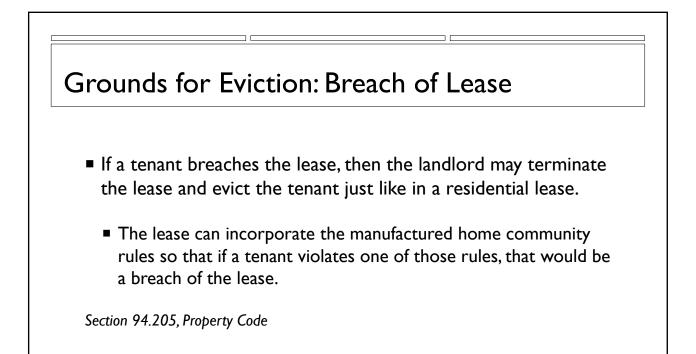
- Do the manufactured home rules apply?
 - A.Yes.
 - B. No.



Procedures

As mentioned earlier:

- The general procedures and time limits for manufactured home evictions are the same as in any other eviction case...
 - Property Code Ch. 24 & Rule 510
- Except as specifically changed by Chapter 94
 - These changes and additional rules that apply are discussed in the following slides.
- Reminder: Any local rules/ordinances that conflict with state laws are not valid.



Group Discussion #2	A manufactured home tenant throws their trash on the ground, but the manufactured home community rules prohibit this. The lease does not specifically mention the community rules, but the landlord says everyone knows about the rules and they are posted in the office.
	Can the landlord bring an eviction suit against the tenant for breach of the lease?

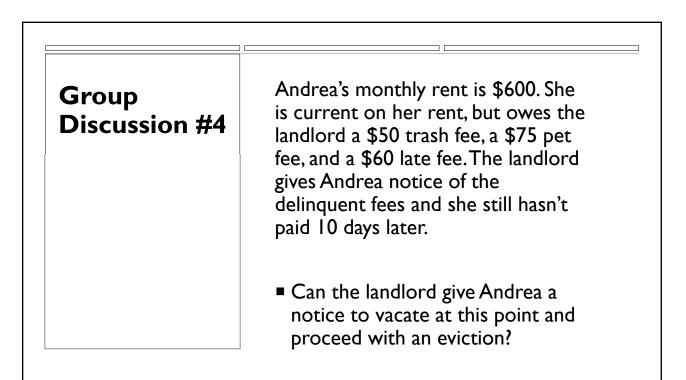
Grounds for Eviction: Nonpayment of Rent

A landlord may terminate the lease and evict a tenant for nonpayment of rent if:

- The tenant fails to timely pay:
 - the rent, **or**
 - other amounts due under the lease (for example, late fees or utility bills) that when added together equal at least one month's rent;
- The landlord notifies the tenant in writing that the payment is delinquent (meaning it was not paid when due); and
- The tenant has not made the delinquent payment in full before the 10th day after the date the tenant receives the notice from the landlord.

Section 94.206, Property Code

Group Discussion #3	Jimmy's rent is \$500, and he pays the landlord \$300. The landlord gives Jimmy a notice on the 5 th that \$200 of the rent is delinquent. Jimmy still hasn't paid by the 15 th .
	Can the landlord give Jimmy a notice to vacate at this point and proceed with an eviction?



Grounds for Eviction: Change in Land Use

A landlord may terminate a lease early to change the land use of the manufactured home community—for example, if it is sold to a developer—but they must give a **180 days' notice** to:

- the tenant;
- the owner (if the tenant is not the owner); and
- Anyone who holds a lien (a security interest) on the manufactured home

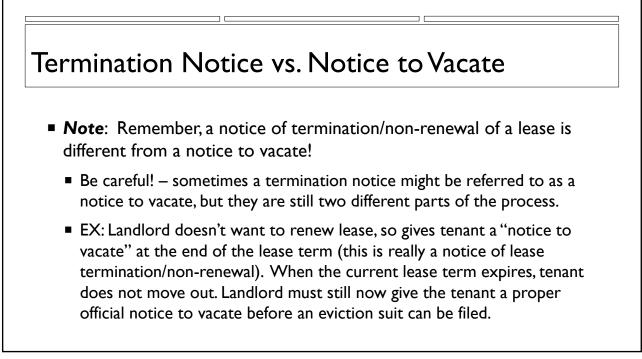
Note: Notice to the owner and/or lienholder is only required if the landlord received a written notice of their names and addresses.

Section 94.204, Property Code

25

Potential Defense: Improper Termination/Renewal Notice

- If a landlord chooses not to renew a lease when it expires, but does not give the tenant proper notice (details on what is "proper" coming up!), the tenant cannot be evicted until proper notice is given and all other eviction procedures are followed.
- If a landlord renews a lease and changes terms, but does not give the tenant the proper notice, the tenant cannot be evicted for violating one of the changed terms.
 - If a proper notice is eventually given, the tenant can only be evicted for violations that occur after the proper notice is given.







- A landlord must provide a tenant with an offer to renew the lease or a notice of non-renewal:
 - Not later than the **60th day** before the date the current lease term expires; or
 - If the lease is a month-to-month lease, not later than the 60th day before the date the landlord intends to terminate the current lease.
- If the landlord is offering to renew, the notice must include the rent amount, any changes in lease terms, and a statement that the lease will be renewed under the modified terms if the tenant does not reject the offer at least 30 days before the current lease expires.

Section 94.055, Property Code

Termination/Renewal Notice Requirements (Continued)

- A landlord can give less than 60 days' notice of termination/nonrenewal if the landlord compensates the tenant in advance for relocation expenses, including the cost of moving and installing the manufactured home to a new location.
- The 60 day notice is **not** a requirement if the landlord is evicting the tenant for breaching the lease.

Section 94.055, Property Code

29



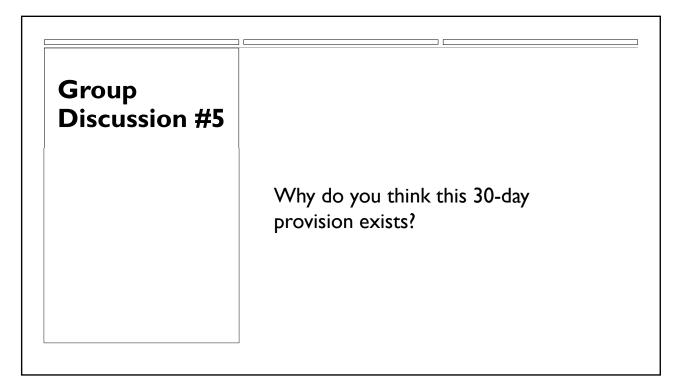
- The court must notify a tenant in writing of a default judgment for possession by sending a copy of the judgment to the leased premises by first class mail not later than **48 hours** after entry of the judgment.
- The court must also send a copy of the judgment to:
 - The owner of the mobile home if the tenant is not the owner; and
 - Any person who holds a lien on the mobile home
 - (But only if the court has been notified in writing of the name and address of the owner and lienholder).

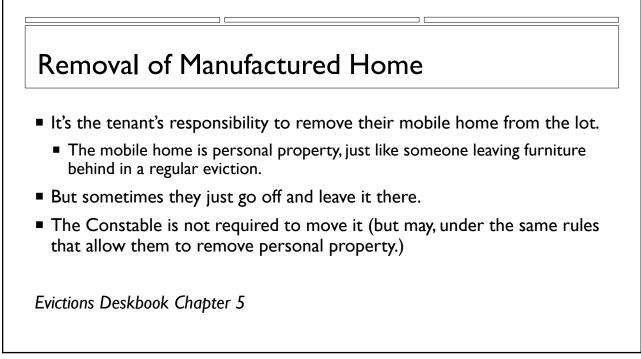
Section 94.203(e), Property Code

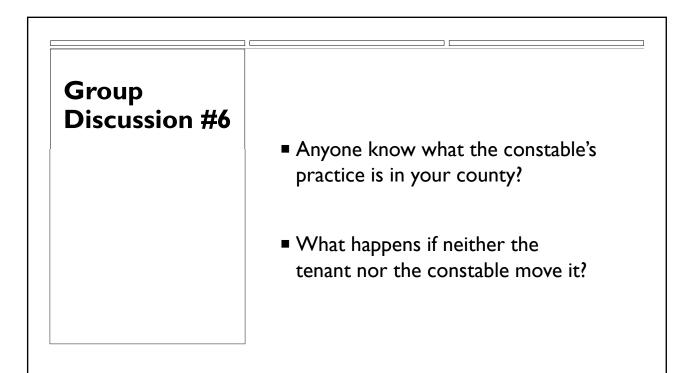
Writ of Possession

- A court may not issue a writ of possession in favor of a landlord in a manufactured home eviction before the **30th day** after the judgment for possession is signed if the tenant has paid the amount of rent due under the lease for that 30-day period.
- This means the tenant has to pay the rent for that one month (not that they have to pay all the back rent owed which is now part of the court's judgment).
- If they don't do it, then the normal writ of possession time frame applies.

Section 94.203(d), Property Code







Notice of Removal of Manufactured Home

- If, after execution of the writ of possession, the landlord removes the manufactured home from the lot, the landlord must send a written notice to the tenant (at their most recent mailing address that the landlord has) with the location of the manufactured home no later than the **I0th day** after it was removed.
- The notice must also be sent to the owner of the manufactured home if the landlord was given notice of the owner's name and address.

Sections 94.203(d),(f), Property Code



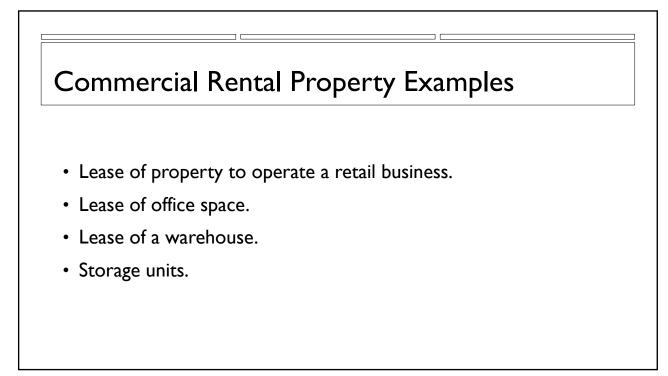
What is a Commercial Eviction?

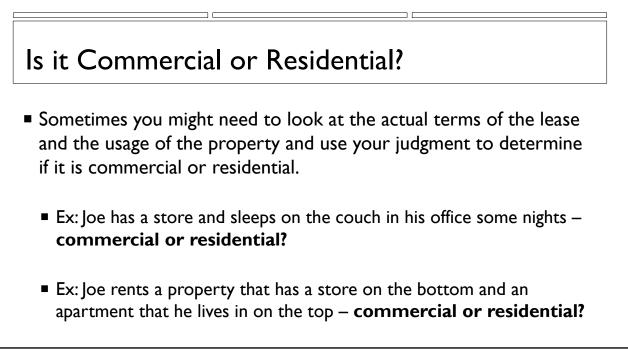
37

Commercial Eviction

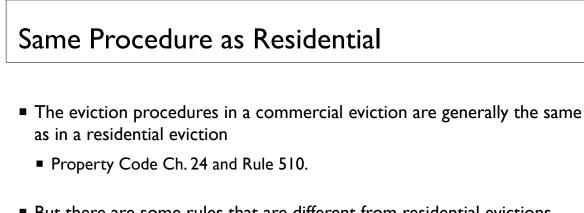
- A commercial eviction is an eviction suit involving "commercial rental property."
- "Commercial rental property" means any rental property that is not residential!

Section 93.001, Property Code

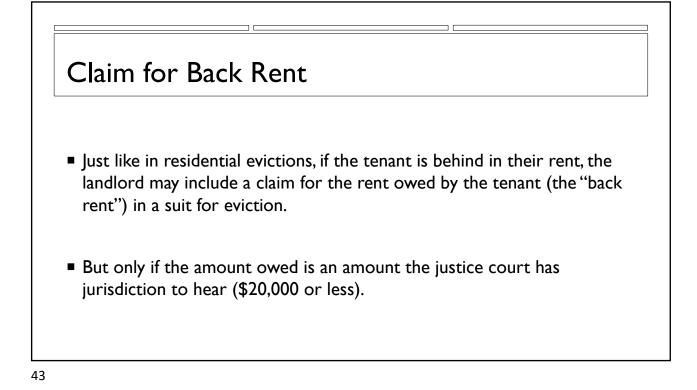


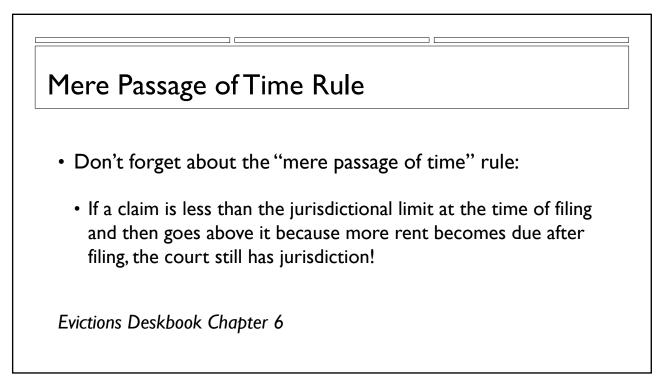


What Are the Procedures for a Commercial Eviction?



- But there are some rules that are different from residential evictions (these are found in Property Code Ch. 93) and some issues that are just more common in commercial evictions.
 - These are discussed in the following slides.

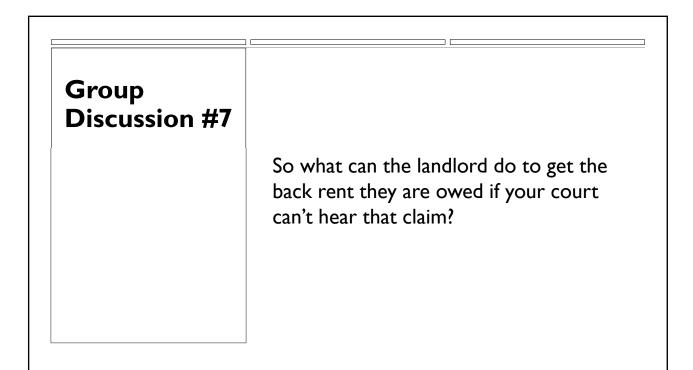




What if a Claim for Back Rent is More than the Jurisdictional Limit?

- If the claim for back rent is more than the jurisdictional limit at the time the suit is filed, you should dismiss the claim for back rent for lack of jurisdiction.
- But you still hear the part of the suit regarding possession of the premises (deciding whether or not to evict the tenant).

Note: This is the same rule as in residential evictions, but it comes up more frequently in commercial evictions due to the higher rent.



No Repair & Deduct Defense

- A potential defense a residential tenant can claim for why they didn't pay rent is that they were exercising their repair & deduct remedies (for info on these remedies, see Evictions Deskbook Chapter 10).
- But a commercial tenant cannot use this defense because repair and deduct remedies are **not** available to a commercial tenant.
- Therefore, a commercial tenant will never be able to raise as a defense to nonpayment of rent that they are entitled to a rent deduction due to a repair they made to the premises.

47

Lease Termination: Prostitution or Sex Trafficking

 A landlord can terminate a lease early and evict the tenant if the tenant is allowing the premises to be used for the purposes of prostitution or sex trafficking.

Section 93.013, Property Code

Lease Termination: Massage Establishments

- A landlord can also terminate a lease early and evict the tenant if the premises are used for the purpose of operating, maintaining, or advertising a massage establishment (as defined by Occupations Code § 455.001), that:
 - is not exempt from licensing requirements under state or federal law and:
 - has never been issued a license by TDLR; or
 - the license was suspended, revoked, or refused renewal by TDLR after the establishment obtained a right of possession in the leased premises; or
 - was issued a citation, administrative penalty, civil penalty, or other civil/criminal sanction for violating a local ordinance relating to prostitution or trafficking, operating a sexually oriented business, or violating Section 455.202, Occupations Code (rules for massage establishments).

Section 93.013, Property Code

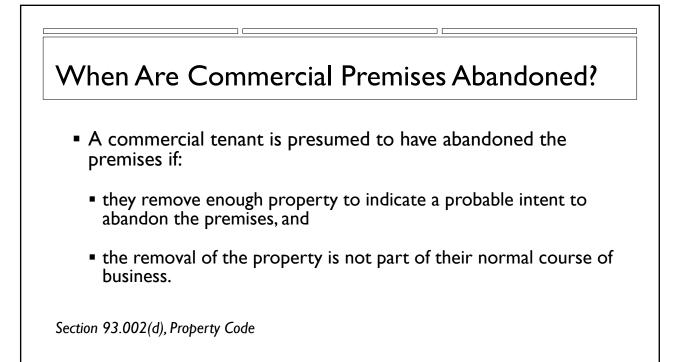
49

Lease Termination Procedures: Prostitution/Sex Trafficking and Massage Establishments

- It doesn't matter what the lease says; the landlord may still terminate the lease.
- Landlord may sue for unpaid rent for the duration of the lease even *after* the tenant is evicted.
 - For example, if the lease runs through Dec. 31 and the tenant is evicted on June 30, he still owes six months rent.
- The landlord is not required (regardless of what the lease says):
 - to give a notice of a proposed eviction or a notice of termination before giving a notice to vacate; or
 - to give the tenant more than **three days'** notice to vacate before filing the suit.

Section 93.013, Property Code

Abandonment and Removal of Property



Group Discussion #8	A CPA rents an office that he uses to prepare tax returns for his clients, but one day he stops coming to the office and when the landlord checks in, he discovers that the tenant's desk, chairs, and lamps
	are gone. The remaining furniture consists of empty file cabinets and a bookshelf.
	Is this enough to indicate a probable intent to abandon the office?
	Is the removal part of his normal course of business?

What Happens to the Property Left at an Abandoned Premises?

- If the premises are abandoned, the landlord may remove and store any property the tenant leaves there.
 - The landlord has to send a notice to the tenant by certified mail stating that he may dispose of the property 60 days later.
 - If the tenant does not claim the property within 60 days, the landlord may dispose of it.

Sections 93.002 (d),(e), Property Code

