

Immobile Homes: The Lack of Permanence in Mobile Home Parks and the Risk for Owner-Tenants

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ABSTRACT: Mobile home owner-tenants own their homes but rent the land where their homes sit. Mobile homes are not as mobile as their name suggests, and owner-tenants face a significant risk of eviction. Eviction for mobile home owner-tenants carries an added risk that traditional renters do not face—the loss of investment in their homes. This Note argues that Iowa should expand its Mobile Home Parks Residential Landlord and Tenant Act to require a one-year minimum lease term. A minimum lease term would protect owner-tenants from losing their homes, while also balancing mobile home park owners’ interests in keeping the parks profitable.

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INTRODUCTION

Mobile home parks are “like a Waffle House where the customers are chained to their booths” says Frank Rolfe, cofounder of Mobile Home University, an online school for potential investors in this once unexcitable real estate sector.¹ Recently, both small in-state investors and large out-of-state investment firms have made lucrative acquisitions of mobile home parks in Iowa because of the permissive legal landscape surrounding them in the state.²

Mobile home owner-tenants (“owner-tenants”) own their mobile homes, but lease the land where their homes sit.³ Because of this dichotomy, owner-tenants are in a difficult situation. Unlike normal tenants, owner-tenants cannot merely pack up and move to a new apartment; they must move their entire home. This is not easy. Despite the name, mobile homes are difficult to move, costing owners up to \$10,000 to detach the home from the current site, tow it, and set it up at the new plot.⁴ If evicted or otherwise forced to vacate because of increased rent, owner-tenants may be forced to abandon their home and their substantial investment in it.

Iowa legislators have failed to enact meaningful protections for owner-tenants facing this dangerous predicament. The Iowa Legislature passed the Iowa Mobile Home Parks Residential Landlord and Tenant Act (“the Act”) in

1. Frank Rolfe, *The Truth About My Notorious Waffle House Quote*, MOBILE HOME UNIV., <https://www.mobilehomeuniversity.com/articles/the-truth-about-my-notorious-waffle-house-quote> [https://perma.cc/N56Q-PPYR]; see *About Us*, MOBILE HOME UNIV., <https://www.mobilehomeuniversity.com/about-us.php> [https://perma.cc/24CU-EMCD].

2. See, e.g., Emily Schrad, *Mobile Home Park Residents Voice Concerns over Park Owners*, KCRG (Oct. 26, 2022, 5:23 PM), <https://www.kcrg.com/2022/10/26/mobile-home-park-residents-voice-concerns-over-park-owners> [https://perma.cc/5T7M-KFDP] (describing how one firm purchased eight properties across the state).

3. Parris Mayhood, Note, *A Threatened Species of Homeowner: “Mobile Home Owner-Tenants” and Their Shocking Lack of Legal Safeguards*, 90 UMKC L. REV. 481, 486 (2021); Chad T. Anderson, Comment, *Additional Time to Move Is Not the Issue with (Im)Mobile Homes: Why North Carolina Needs Statutory Reform to Provide the Mobile Home Owner-Tenant with Adequate Security of Tenure and Security of Investment*, 92 N.C. L. REV. 591, 592 (2014); J. Royce Fichtner, Note, *The Iowa Mobile Home Park Landlord-Tenant Relationship: Present Eviction Procedures and Needed Reforms*, 53 DRAKE L. REV. 181, 185 (2004).

4. Mayhood, *supra* note 3, at 488.

1978.⁵ The Act has remained largely unchanged since then, with only minimal changes enacted in a 2022 amendment.⁶ Currently, the default mobile home lease in Iowa is a one-year term.⁷ However, landlords can circumvent this default in the lease agreement.⁸ As a result, many of these leases are month to month, leaving owner-tenants at greater risk for eviction or rental increases.⁹ The only substantive safeguard is a ninety-day notice period which is required under the 2022 amendment.¹⁰ Investors have noticed this lack of protection and adopted abusive leasing practices to maximize profits. Investors can purchase mobile home parks and immediately raise rents. Owner-tenants are backed into a corner and forced to either pay up or lose their home.

Today, half of Iowa's mobile home parks are owned by large out-of-state investment firms.¹¹ Havenpark Capital, a Utah-based firm, purchased Golfview Mobile Home Park in North Liberty, Iowa, in 2019 and from 2019 to 2022 proceeded to raise monthly rents "from \$285 a month to \$495, a 74 [percent] increase."¹² Rental hikes like those at Golfview have drawn national criticism, including from Senator Elizabeth Warren, who called the business practice "predatory."¹³ Despite the criticism at the national level, residents have not found meaningful support from Iowa lawmakers.¹⁴ Candi Evans, a resident of the Golfview park, said "[w]e just want Iowa legislators to have our back."¹⁵

This Note argues that Iowa should expand the Act to require a one-year minimum lease term. This minimum term would protect mobile home owner-

5. Iowa Mobile Home Parks Residential Landlord and Tenant Act, ch. 1173, 1978 Iowa Acts 821.

6. See Act of May 17, 2022, ch. 1070, 2022 Iowa Acts 269.

7. *Id.* at 269-70.

8. *Id.*

9. Mayhood, *supra* note 3, at 495-96; see, e.g., Lease Agreement Between Table Mound MHP Manufactured Home Cmty., and Frank Shepherd & Karla Shepherd at 4, 9 (Sept. 1, 2019) (on file with author) [hereinafter Table Mound Lease Agreement].

10. 2022 Iowa Acts at 269-70.

11. UNIV. IOWA L. & POL'Y IN ACTION CLINIC, AMEND IOWA'S MOBILE HOME LAW TO REQUIRE A ONE-YEAR LEASE (2022) (on file with author).

12. George Shillcock, *New Documentary Features North Liberty Residents in Effort to Highlight Mobile Home Park Injustices*, IOWA CITY PRESS-CITIZEN (Apr. 20, 2022, 12:35 PM), <https://www.press-citizen.com/story/news/2022/04/20/new-documentary-a-decent-home-features-north-liberty-residents-mobile-home-fight-havenpark/7336108001> [<https://perma.cc/4PEU-DLKH>].

13. Letter from Elizabeth Warren, U.S. Sen., & Dave Loebsack, U.S. House Rep., to J. Anthony Antonelli, Managing Partner, Havenpark Cap., & Robbie Pratt, Managing Partner, Havenpark Cap. 2 (May 28, 2019), <https://www.warren.senate.gov/imo/media/doc/Manufactured%20Housing%20Letters.pdf> [<https://perma.cc/99MN-DDPB>].

14. See Shillcock, *supra* note 12.

15. *Id.*

tenants from large and frequent rent hikes, park closures, and evictions, while also recognizing the mobile home park owners' interests in profitability. A minimum term is a common-sense approach that would balance owner-tenants' interests with that of park owners.

This Note begins by detailing the background on Iowa's mobile home law: what constitutes a mobile home, who are mobile home owner-tenants, investors interests in mobile home parks, and a timeline of Iowa's mobile home laws from 1978 to 2022. Next, it discusses the current state of Iowa law and its effects on Iowa's mobile home owner-tenants. Finally, the Note concludes by proposing possible solutions, including a discussion on good-cause restrictions, minimum lease terms, and possible statutory language Iowa could adopt for a one-year minimum lease term.

I. THE EVOLUTION OF MOBILE HOME LAW IN IOWA

This Part details the general background on mobile home law in Iowa. First, it considers what mobile homes are and who lives in them. Next, it discusses a specific subset of people living in mobile homes: owner-tenants. Then, it explores the increase in mobile home park purchases by large, out-of-state private equity firms. Finally, this Part traces Iowa's mobile home park laws from the inception of the Iowa Mobile Home Parks Residential Landlord and Tenant Act in 1978 to the most recent amendment in 2022.

A. WHAT ARE MOBILE HOMES?

Over ten million American adults live in mobile homes.¹⁶ Mobile homes, otherwise known as manufactured homes, are structures built in factories outside of the plot of land they eventually occupy.¹⁷ They are built to travel “upon the public streets and highways.”¹⁸ Because of the homes' perceived mobility, Iowa distinguishes mobile homes from traditional real estate. For example, mobile homes that do not have a permanent foundation pay an annual tax to the county treasurer and the property is not assessed real estate

16. See CFPB Office for Older Americans, *Data Spotlight: Profiles of Older Adults Living in Mobile Homes*, CONSUMER FIN. PROT. BUREAU (May 10, 2022), <https://www.consumerfinance.gov/consumer-tools/educator-tools/resources-for-older-adults/data-spotlight-profiles-of-older-adults-living-in-mobile-homes/#:~:text=As%20of%20February%202022%2C%20approximately,reported%20living%20in%20mobile%20homes.&text=This%20number%20represents%20nearly%20one,older%20living%20in%20mobile%20homes> [https://perma.cc/NG4Z-9UDK] (detailing the number of residents as of February 2022).

17. IOWA CODE ANN. § 562B.7 (West 2022); IOWA CODE ANN. § 435.1 (West 2009). The law differentiates between mobile homes, modular homes, and manufactured homes. See IOWA CODE ANN. § 562B.7. However, in this Note, I will be referring to them collectively as mobile homes.

18. IOWA CODE ANN. § 562B.7 (West 2022).

taxes.¹⁹ However, if mobile homes are attached to a permanent foundation, they cease to be mobile homes and are instead taxed as traditional real estate.²⁰

The movability of mobile homes, in theory, allows owners to pick up and move from location to location as desired. This mobility, however, is a fallacy. Unlike the mobile homes of the 1950s which were more similar to today's recreational vehicles, modern mobile homes are far more difficult to relocate.²¹ Owners cannot hitch their eighty-foot, forty-thousand-pound house to their SUV and haul it to a new plot of land. Usually, relocations require professional movers.²² Typically, once a mobile home is placed, the wheels under the house are removed and replaced with cement blocks.²³ After the initial delivery, later relocation often costs owner-tenants upwards of \$10,000²⁴ and carries risks of damage.²⁵ Further, the home's condition can sometimes render moves impossible.²⁶ The moving process can damage even new homes. Because of these difficulties, only one percent of homes are moved after initial delivery.²⁷

B. WHO ARE MOBILE HOME OWNER-TENANTS?

Mobile homes are the biggest source of “unsubsidized affordable housing stock in the United States.”²⁸ For example, a new mobile home costs on average \$78,500.²⁹ This is less than half as expensive per square foot as a new home built on site.³⁰ Because of the more feasible costs and the lack of other affordable housing, mobile homes are often the only option for many low-income Americans to ever own their own home.³¹ Stable and affordable

19. Fichtner, *supra* note 3, at 186 (citing IOWA CODE § 435.22 (2003)).

20. Fichtner, *supra* note 3, at 186, 186 & n.24 (citing IOWA CODE § 435.26(1)(a)). If the permanent foundation is removed, the homes will again be classified as mobile homes and will be subject to the county tax. *Id.* at 186 n.24 (citing IOWA CODE § 435.27(1)).

21. *Id.* at 189–90.

22. See Mayhood, *supra* note 3, at 488–89.

23. Fichtner, *supra* note 3, at 190.

24. Mayhood, *supra* note 3, at 488. In comparison, a new single-wide mobile home costs merely \$57,000 on average. *Id.* at 486. Therefore, moving the home may cost upwards of eighteen percent of the initial investment in the home.

25. *Id.* at 489; see, e.g., *Mobile Home Under Transport Falls Off Trailer*, GREENEVILLE SUN (Nov. 3, 2021), https://www.greenevillesun.com/news/local_news/mobile-home-under-transport-fall-s-off-trailer/article_429e48b5-511e-5482-b47c-b56031054e36.html [<https://perma.cc/L6AG-XZLH>] (describing an incident where a mobile home detached from a tractor-trailer, resulting in “extensive damage”).

26. Mayhood, *supra* note 3, at 489.

27. *Id.* at 488.

28. *Id.* at 485.

29. MANUFACTURED HOUS. INST., 2020 MANUFACTURED HOUSING FACTS: INDUSTRY OVERVIEW 2 (2020), <https://www.manufacturedhousing.org/wp-content/uploads/2020/07/2020-MHI-Quick-Facts-updated-05-2020.pdf> [<https://perma.cc/K6DP-TWG3>].

30. See *id.* The average price per square foot of a house built on site is \$114. *Id.* The average price per square foot of a mobile home is \$55. *Id.*

31. Mayhood, *supra* note 3, at 486.

housing leads to better child education, better mental health, and reductions in occurrences of domestic violence.³² “Over fifty percent of all mobile home owners earn an income of less than \$40,000 per year, while [twenty-five] percent of mobile home owners earn an income of less than \$20,000 per year.”³³ Additionally, mobile homes are a vital source of housing for the elderly and people with disabilities.³⁴ Approximately 3.2 million elderly adults live in mobile homes—thirty-one percent of the total adults living in these homes.³⁵

There are three subgroups of mobile home residents: (1) sixty-three percent own their home and the land where it sits, (2) eight percent rent their home and the land where it sits, and (3) twenty-nine percent are owner-tenants in that they own their home but rent the land where it sits.³⁶ In particular, the halfway status of owner-tenants carries significant legal risks.

Owner-tenants rent the land on which their homes sit. These leases are commonly periodic tenancies which run month to month.³⁷ Lease provisions may grant park owners the right to give the owner-tenant notice of termination and to receive immediate possession through an eviction suit.³⁸ Further, owner-tenants may not be able to move their homes unless they receive written permission from their landlord.³⁹ Also, leases may limit owner-tenants sales of their mobile homes.⁴⁰ For example, a lease may require that the owner-tenant give the park owner thirty days’ notice of intent to sell and guarantee the park owner the right of first refusal.⁴¹ Even if the owner-tenant is allowed to sell the home to a third party, the buyer may also be required to separately apply for admittance into the park.⁴² Finally, the leases may allow park owners to remove or take ownership of mobile homes and other property abandoned by owner-tenants.⁴³ Owner-tenants have placed substantial equity in their homes, and these lease terms place them at risk of losing it from being evicted with little notice.⁴⁴

32. *Id.* at 487.

33. *Id.* at 486.

34. *Id.*

35. CFPB Office for Older Americans, *supra* note 16.

36. Mayhood, *supra* note 3, at 486.

37. *Id.* at 495–96; *see, e.g.*, Table Mound Lease Agreement, *supra* note 9, at 4, 8. This is a standard lease issued by Impact, Inc., a large private investor operating in Iowa. *See id.* at 2, 16.

38. *See, e.g., id.* at 11.

39. *Id.* at 28, 34.

40. *See id.* at 33.

41. *See id.*

42. *See id.*

43. *See id.* at 13–14.

44. *See id.* at 10–11, 29.

C. PRIVATE EQUITY'S INTERESTS IN MOBILE HOME PARKS

Mobile home parks are properties subdivided into individual plots of land that owner-tenants rent from the park owner to place their mobile homes. Traditionally, the parks were a sleepy sector of real estate investment.⁴⁵ Following the 2008 financial crisis, however, large private equity firms began investing more resources in the market and purchasing more mobile home parks from local owners.⁴⁶ Firms are attracted to the mobile-home sector's strong rates of return,⁴⁷ and leading investment firms like "Blackstone Group, Apollo Global Management, and Stockbridge Capital Group" are no exception.⁴⁸ Fannie Mae and Freddie Mac often finance these purchases by large firms through subsidized loans.⁴⁹

The effects of these corporate acquisitions can be devastating. Immediately after the parks are purchased by these firms, they begin increasing rents. In Iowa, the investment firm Havenpark Communities has recently purchased parks in the state and already raised rents upwards of sixty-nine percent.⁵⁰ Another group operating in Iowa, Impact Communities, raised rents by eighty-seven percent.⁵¹ Low-income owner-tenants are often unable to keep up with these increased payments.⁵² Even more devastating for tenants—not all firms that acquire mobile-home parks continue operating the business. Instead, firms acquire the property to resell it for other commercial purposes like retail stores or luxury apartments.⁵³ These closures force owner-tenants to move or abandon their homes completely.

The entry of these large firms has had a huge effect on the mobile home industry. Still, the problems facing the mobile home park tenants run deeper than large private equity firms. Even prior to the firms entering the space, the number of mobile home parks has dwindled.⁵⁴ Existing parks have been

45. Michael Casey & Carolyn Thompson, *Rents Spike as Large Corporate Investors Buy Mobile Home Parks*, PBS NEWS HOUR (July 25, 2022, 3:25 PM), <https://www.pbs.org/newshour/economy/rents-spike-as-large-corporate-investors-buy-mobile-home-parks> [<https://perma.cc/CXR5-DKFD>].

46. Mayhood, *supra* note 3, at 481–82.

47. Casey & Thompson, *supra* note 45.

48. Sheelah Kolhatkar, *What Happens When Investment Firms Acquire Trailer Parks*, NEW YORKER (Mar. 8, 2021), <https://www.newyorker.com/magazine/2021/03/15/what-happens-when-investment-firms-acquire-trailer-parks> (on file with the *Iowa Law Review*).

49. Kolhatkar, *supra* note 48.

50. Izabela Zaluska, *Havenpark Communities Buys Two Iowa City Mobile Home Parks for Combined \$33.5 Million*, GAZETTE (Feb. 18, 2022, 1:41 PM), <https://www.thegazette.com/real-estate-development/havenpark-communities-buys-two-iowa-city-mobile-home-parks-for-combined-33-5-million> [<https://perma.cc/CQJ2-XH6M>].

51. Casey & Thompson, *supra* note 45.

52. *Id.*

53. *Replying to Politicians, Mobile Home Park Owners Defend Purchases, Rent Hikes*, GAZETTE (June 19, 2019, 5:09 PM), <https://www.thegazette.com/business/replying-to-politicians-mobile-home-park-owners-defend-purchases-rent-hikes> [<https://perma.cc/D6B8-TAU6>].

54. Fichtner, *supra* note 3, at 191.

closing at high rates because of residential neighborhood development and deteriorating infrastructure.⁵⁵ Further, cities are passing increasingly restrictive zoning ordinances to limit the construction of new parks.⁵⁶ As a result, mobile home park owners have more leverage in dictating the terms of the lease agreements because there is often not another park where owner-tenants could move.

Moreover, there is a growing cottage industry that teaches potential investors how to increase profits from mobile home parks.⁵⁷ One company, Mobile Home University, came under scrutiny when its cofounder, Frank Rolfe, repeatedly told potential investors about earning easy profits in the mobile-home sector.⁵⁸ He detailed that landlords can continually raise rents without improving the parks: “We’re the Dollar General Store of housing, . . . [i]f you can’t afford anything else, then you’ll live with us.”⁵⁹ This creates a pipeline of investors who enter the sector aiming to extract higher rents from tenants, without plans of adding any value to the community.

D. A TIMELINE OF IOWA’S MOBILE HOME LAWS

The Iowa Legislature passed the Mobile Home Parks Residential Landlord and Tenant Act in 1978.⁶⁰ The legislature intended “[t]o encourage landlord[s] and tenant[s] to maintain and improve the quality of mobile home living.”⁶¹ Through the Act, the Iowa Legislature recognized that owner-tenants bargain for more than traditional renters when they sign leases with park owners.⁶² Tenants place not only their homes but their significant investment on the rented plot, and this creates a possibility of real harm.⁶³

The legislature based the Act on “the Uniform Residential Landlord and Tenant Act [of] 1974,” but departed in a number of ways.⁶⁴ As originally introduced, the Act would have created a minimum lease term of one year that was automatically renewable and required landlords to provide sixty days

55. *Id.*

56. *Id.*

57. Casey & Thompson, *supra* note 45.

58. Gary Rivlin, *The Cold, Hard Lessons of Mobile Home U.*, N.Y. TIMES MAG. (Mar. 13, 2014), <https://www.nytimes.com/2014/03/16/magazine/the-cold-hard-lessons-of-mobile-home-u.html> (on file with the *Iowa Law Review*).

59. *Id.* (internal quotation marks omitted).

60. *See generally* Mobile Home Parks Residential Landlord and Tenant Act, ch. 1173, 1978 Iowa Acts 821 (enacting the Mobile Home Parks Residential Landlord and Tenant Act during the 1978 “General Assembly of the State of Iowa”).

61. *Id.* § 2, 1978 Iowa Acts at 821.

62. *See* Hillview Assocs. v. Bloomquist, 440 N.W.2d 867, 870 (Iowa 1989).

63. *See id.*; *supra* Section II.A (describing the costs of moving the homes).

64. Sunset Mobile Home Park v. Parsons, 324 N.W.2d 452, 456 (Iowa 1982) (“[T]he Uniform Residential Landlord and Tenant Act [was] approved by the National Conference of Commissioners on Uniform State Laws.”).

of notice before evictions.⁶⁵ However, the Iowa Senate rejected this provision,⁶⁶ ultimately passing a version requiring leases be “for a term of one year unless otherwise specified in the rental agreement.”⁶⁷ The Iowa Supreme Court has interpreted this decision to indicate that “the legislature plainly intended not to require a one-year lease.”⁶⁸ Lessors can, and often do, take advantage of this permissive statutory language in order to draft month-to-month lease agreements.⁶⁹ This legislative choice has resulted in many owner-tenants signing month-to-month leases.⁷⁰

As originally introduced in the Iowa House of Representatives, the Act would also have required sixty-days written notice and good cause to cancel the lease.⁷¹ However, the Iowa Senate only adopted the sixty-day written notice provision, rejecting the good-cause requirement.⁷² The only restriction the statute placed on landlords was a bar against canceling leases to make the space available for another tenant.⁷³

The Iowa Legislature has changed the Act many times since its initial passage in 1978.⁷⁴ The first substantial change was proposed in 1995 when legislators proposed a good-cause provision.⁷⁵ However, it did not propose a one-year minimum lease term,⁷⁶ and the bill never went to the senate floor for a vote.⁷⁷

65. *Id.* at 456 (citing Russell E. Lovell II, *The Iowa Uniform Residential Landlord Tenant Act and the Iowa Mobile Home Parks Residential Landlord and Tenant Act*, 31 *DRAKE L. REV.* 253, 255 & n.10 (1981–1982)). House File 2135 originally stated “[r]ental agreements shall be for a term of one year and shall be automatically renewed on a yearly basis unless otherwise specified in the original written or oral rental agreement.” *Id.*

66. *Id.* at 456 (citing Lovell, *supra* note 65, at 308–10).

67. *Mobile Home Parks Residential Landlord and Tenant Act*, ch. 1173, § 10, 1978 Iowa Acts 821, 825.

68. *Sunset Mobile Home Park*, 324 N.W.2d at 456.

69. *Id.* at 456–57 (citing Lovell, *supra* note 65, at 330).

70. *Mayhood*, *supra* note 3, at 495–96; *see also* Table Mound Lease Agreement, *supra* note 9, at 4.

71. *Sunset Mobile Home Park*, 324 N.W.2d at 456. House File 2135 stated “[a] sixty-day notice to cancel a rental agreement initiated by a landlord shall be for just cause.” *Id.*

72. *See* 1978 Iowa Acts at 825. The Iowa Supreme Court clarified the notice provision in *Sunset Mobile Home Park v. Parsons*. *See Sunset Mobile Home Park*, 324 N.W.2d at 457. There, the court determined that the sixty-day notice period merely required sixty-days’ notice to cancel; it did not require a sixty-day lease. *Id.*

73. *See* § 10, 1978 Iowa Acts at 825 (“A landlord shall not cancel a rental agreement solely for the purpose of making the tenant’s mobile home space available for another mobile home.”).

74. *See, e.g.*, Act of May 17, 2022, ch. 1070, 2022 Iowa Acts 269. The Iowa Legislature first amended the Act in 1994 with a simple definitional change. *See* Act of Apr. 25, 1994, ch. 1110, 1994 Iowa Acts 241, 247–48. This change expanded the definition of mobile homes to include references to “manufactured homes” and “modular homes.” *Id.*

75. *Bill History for Senate File 11*, IOWA LEGISLATURE, <https://www.legis.iowa.gov/legislation/billTracking/billHistory?billName=SF%2011&ga=76> [https://perma.cc/Y3AP-72X2].

76. *See* S.F. 11, 76th Gen. Assemb. (Iowa 1995).

77. *See Bill History for Senate File 11*, *supra* note 75.

In 1996, the Iowa House introduced the more expansive Manufactured Home Owner's Bill of Rights:

The general assembly finds that unregulated market forces result in unfair and unconscionable practices in manufactured housing park tenancies and that, once a home is situated on a park site, the difficulty and cost of moving the home gives the park operator disproportionate power in setting the rent, fees, rules, and other aspects of the tenancy. The shortage of park spaces, existing law as to eviction rights, park operator restrictions of the resident's sale of the home, and park owner changes in the land use of the park exacerbate the problems of residents. The purpose of this chapter is to protect residents from a park operator's unconscionable actions and to provide resident with a minimum of security in their homes.⁷⁸

Among other things, the bill would have required a minimum lease term of five years.⁷⁹ This term would be automatically renewed and the rent of the subsequent terms would be at a fair market rental value.⁸⁰ However, the expansive bill never made it to the house floor for a vote.⁸¹ Instead, the 1996 Iowa Legislature ultimately passed a much less ambitious bill that only changed the available methods of delivering notice to tenants.⁸²

From 1997 to 2013, the Iowa Legislature made additional adjustments to the Act. For example, the definition of "mobile home park" was changed in 1997.⁸³ In 1999, the legislature clarified what notice procedures were required.⁸⁴ These definitional and notice issues were revisited again in 2001 and 2010.⁸⁵ Finally, in 2013, the legislature set a cap on late fees a landlord may collect from mobile home tenants.⁸⁶

In 2019, the legislature introduced a bill that would change laws on the use of mobile homes. This was not a change to the Act. Nonetheless, Iowa Representative Amy Nielson proposed an amendment to the 2019 bill imposing new requirements on mobile home park owners before they could

78. H.F. 2117, 76th Gen. Assemb. § 1 (Iowa 1996).

79. *Id.* § 4.

80. *Id.*

81. See *Bill History for House File 2117*, IOWA LEGISLATURE, <https://www.legis.iowa.gov/legislation/billTracking/billHistory?billName=HF%202117&ga=76> [<https://perma.cc/QCV4-GCCM>].

82. See Act of May 30, 1996, ch. 1203, 1996 Iowa Acts 540.

83. Act of May 6, 1997, ch. 121, § 32, 1997 Iowa Acts 220, 227. This changed Iowa Code § 562B.7(6) (1997) to define mobile home parks as "three or more mobile homes" placed on spaces, operating for profit. *Id.*

84. Act of May 20, 1999, ch. 155, 1999 Iowa Acts 366, 367–68. The change clarifies that the recipient does not need to sign a receipt of notice. *Id.*

85. Act of May 21, 2001, ch. 153, 2001 Iowa Acts 353, 358–60; Act of Mar. 2, 2010, ch. 1017, 2010 Iowa Acts 32, 32–34. The 2001 change merely added the term "manufactured home community." 2001 Iowa Acts at 358–60.

86. Act of May 9, 2013, ch. 97, 2013 Iowa Acts 355, 356–57 (capping late fees at sixty dollars or one hundred dollars a month).

raise rents: (1) give at least 180 days' notice, (2) hold a public forum, and (3) publish a justification report detailing why the rent increase is needed that is filed with the city council or county board of supervisors.⁸⁷ Yet, the amendment failed after it was ruled not germane, and a motion to suspend the rules to consider it was defeated.⁸⁸

The legislature considered larger changes to the Act again in 2020.⁸⁹ Among other things, it revived the one hundred days' notice requirement for rent increases, and the increases could not come into effect until at least one year after the last rent increase.⁹⁰ Also, it would have limited the landlord's ability to cancel a lease to only when landlords could prove (1) noncompliance of the rental agreement; (2) violation of the park rules or regulations; (3) another violation of the law; (4) a legitimate business reason; or (5) a change of the use of the land (but only if that was listed in the lease agreement).⁹¹ Democratic and Republican legislators sponsored the bill,⁹² and many organizations across the state supported it.⁹³ Still, the Iowa Manufactured Housing Association strongly opposed it.⁹⁴ The bill's bipartisan support was sufficient for it to pass the subcommittee,⁹⁵ but lobbying efforts kept it from receiving a floor vote.⁹⁶

The legislature finally succeeded in changing the Act in 2022.⁹⁷ The 2022 bill increased the notice period for cancellation from sixty days to ninety days,

87. H.F. 701, H-1121, 88th Gen. Assemb. (Iowa 2019). This was an amendment to amendment H-1081 of the bill. *Id.* Representative Neilson said in debate that “[w]e can try to make the process . . . more fair and protect their interests.” *House Video (2019-04-03)*, IOWA LEGISLATURE (Apr. 3, 2019), <https://www.legis.iowa.gov/dashboard?view=video&chamber=H&clip=h20190403051955215&dt=2019-04-03&offset=3024&bill=HF%20701&status=I> [<https://www.legis.iowa.gov/perma/0825202311006>].

88. Comm. on State Gov't, *Bill History for House File 701 – Status: Signed by Governor*, IOWA LEGISLATURE, <https://www.legis.iowa.gov/legislation/billTracking/billHistory?billName=HF%20701&ga=88> [<https://perma.cc/XAR6-TTG3>]. It was ruled not germane, thus not relevant to the proposed bill. *Id.*

89. H.F. 2351, 88th Gen. Assemb. (Iowa 2020).

90. *Id.*

91. *Id.*

92. *See id.* It was written by Democratic Representatives Judge, Matson, James, Breckenridge, Hall, Forbes, Nielsen, and R. Smith, and Republican Representatives Lohse, Kaufmann, Mitchell, Bossman, Holt, Lundgren, Landon, and Gerhold. *Id.*

93. *Lobbyist Declarations: HF 2351*, IOWA LEGISLATURE (2021), <https://www.legis.iowa.gov/lobbyist/reports/declarations?ga=88&ba=HF2351> [<https://perma.cc/68DV-QCSC>]. Organizations in support ranged from the Iowa Alliance for Retired Americans to the City of Coralville to Habitat for Humanity of Iowa. *Id.*

94. *See id.*

95. *See Bill History for House File 2351*, IOWA LEGISLATURE, <https://www.legis.iowa.gov/legislation/billTracking/billHistory?billName=HF%202351&ga=88> [<https://perma.cc/Y5RN-YJGW>].

96. Ian Richardson, *Gov. Kim Reynolds Signs Law Granting More Protections to Iowa Mobile Home Park Residents*, DES MOINES REG. (May 18, 2022, 4:18 PM), <https://www.desmoinesregister.com/story/news/politics/2022/05/17/mobile-home-rent-notice-protections-iowa-law-kim-reynolds-signed/7381994001> [<https://perma.cc/D2MK-R9NJ>].

97. *See Act of May 17, 2022*, ch. 1070, 2022 Iowa Acts 269.

among other things.⁹⁸ However, the bill was a compromise. The bill did not preclude month-to-month lease terms or impose restrictions on the grounds for lease cancellation.⁹⁹ During the floor debate, Representative Brian Lohse stated that “[this bill] is a single, . . . not a home run,” and that it “does not contain all of the provisions that either side wanted, and certainly omits things that both sides did.”¹⁰⁰

One outspoken advocate for a more substantial change in the law was Iowa Attorney General Tom Miller.¹⁰¹ Miller urged lawmakers to (1) “[l]imit rent increases to only once each year,” (2) increase the notice requirement to 180 days, and (3) limit cancellation to when a landlord can show good cause.¹⁰² On the other hand, interest groups like the Iowa Manufactured Housing Association opposed more stringent protections.¹⁰³

Lawmakers offered amendments like a good cause requirement in an attempt to strengthen the law.¹⁰⁴ Lawmakers introduced another amendment that would have limited cancellations to only when a landlord could prove it was for an enumerated reason.¹⁰⁵ However, both amendments were ruled out of order.¹⁰⁶ A third proposed amendment would have required a one-year minimum lease term.¹⁰⁷ That amendment was voted down on a floor vote.¹⁰⁸

With these three provisions stripped away, many lawmakers and advocates were frustrated at the lack of forceful provisions in the bill. Representative Judge stated in the floor debate that owner-tenants “deserve a twelve-month

98. *Id.*

99. *See id.*

100. *House Video (2022-04-05)*, IOWA LEGISLATURE (Apr. 5, 2022), <https://www.legis.iowa.gov/dashboard?view=video&chamber=H&clip=h20220405033122164&dt=2022-04-05&offset=3810&bill=HF%202562&status=i> [<https://www.legis.iowa.gov/perma/0825202311005>].

101. *See Change Iowa’s Manufactured Home Laws, Miller Urges*, IOWA DEP’T OF JUST., OFF. OF THE ATT’Y GEN. (Jan. 21, 2020), <https://www.iowaattorneygeneral.gov/for-consumers/consumer-focus/consumer-focus/mobile-home-laws-manufactured-legislature/manufactured-home-laws-mobile-legislature> [<https://perma.cc/HM9R-G5ZG>].

102. *Id.*

103. *Lobbyist Declarations: HF 2351*, *supra* note 93.

104. S. Res. 5134, 89th Gen. Assemb., Reg. Sess. (Iowa 2022).

105. S. Res. 5137, § 1. The enumerated reasons were:

- (a) A material noncompliance with the rental agreement.
- (b) A material violation of the manufactured home community mobile home park rules or regulations.
- (c) Any other violation of this chapter for which termination a remedy.
- (d) A legitimate and material business reason the impact of which is not specific to one tenant.
- (e) A change in the use of the land if change in the use of the land is included in the rental agreement as grounds for termination or nonrenewal.

Id. This is the same as the 2020 proposed bill. *See supra* note 89 and accompanying text.

106. Comm. on Ways and Means, *Bill History for House File 2562 – Status: Signed by Governor*, IOWA LEGISLATURE, <https://www.legis.iowa.gov/legislation/billTracking/billHistory?billName=HF%202562&ga=89> [<https://perma.cc/6TNS-6UDZ>].

107. S. Res. 5136, 89th Gen. Assemb., Reg. Sess. (Iowa 2022).

108. Comm. on Ways and Means, *supra* note 106.

lease, and in that lease, safety from eviction.”¹⁰⁹ Representative Nielson was more forceful, stating that she was “angry that in the three years since [the legislature] started working on this, this is the best we could come up with. This is crumbs. This is nothing.”¹¹⁰

Perhaps because of the lack of more stringent provisions, organizations that supported stronger protections across the state opposed passage, including Attorney General Miller.¹¹¹ The Iowa Manufactured Housing Association was the only organization supporting the bill.¹¹² The bill passed the House of Representatives sixty to thirty-seven; it passed the Senate thirty-two to sixteen.¹¹³ Governor Kim Reynolds signed the bill into law on May 17, 2022.¹¹⁴

II. THE STATE OF MOBILE HOME LAW IN IOWA AND ITS EFFECT ON OWNER-TENANTS

This Part will detail the current state of mobile home law in Iowa after the 2022 amendments. Next, it will discuss the dire effects the lack of adequate protections within the Act will have on owner-tenants. Finally, this Part will detail how investors are capitalizing on the lack of protections for owner-tenants.

A. THE CURRENT STATE OF MOBILE HOME LAW IN IOWA

The only substantive change in the 2022 amendments was an increased period of notice on evictions from sixty days to ninety days.¹¹⁵ This amendment fails to guarantee any protections like a good cause to cancel or one-year minimum lease term for these owner-tenants.

When the Iowa Legislature initially enacted the Act in 1978, it contained a sixty-day notice period.¹¹⁶ Shortly thereafter, the Iowa Supreme Court heard *Sunset Mobile Home Park v. Parsons*, where an owner-tenant was evicted after receiving a sixty-day notice.¹¹⁷ There, the court indicated the law provided limited protection.¹¹⁸ It noted that the Act “left the status quo relatively unchanged with regard to the security of tenure of tenants—they receive only modest protection.”¹¹⁹

109. *House Video (2022-04-05)*, *supra* note 100.

110. *Id.*

111. *Lobbyist Declarations: HF 2562*, IOWA LEGISLATURE (2023), <https://www.legis.iowa.gov/1obbyist/reports/declarations?ga=89&ba=HF2562> [<https://perma.cc/5KX7-97MT>] (listing the Iowa Attorney General Department of Justice as against the bill).

112. *Id.*

113. Comm. on Ways and Means, *supra* note 106.

114. *See id.*

115. *See* Act of May 17, 2022, ch. 1070, § 5, 2022 Iowa Acts 269.

116. Mobile Home Parks Residential Landlord and Tenant Act, ch. 1173, § 10, 1978 Iowa Acts 821, 825.

117. *See* *Sunset Mobile Home Park v. Parsons*, 324 N.W.2d 452, 453 (Iowa 1982).

118. *Id.* at 456.

119. *Id.* (quoting Lovell, *supra* note 65, at 309).

The 2022 amendments merely extend the required notice period from sixty days to ninety.¹²⁰ This change “le[aves] the status quo relatively unchanged.”¹²¹ Today, Iowa law has made little progress from the 1978 Act—it does not mandate longer leases nor provides a good cause requirement for evictions.¹²²

B. *THE EFFECT IOWA’S MOBILE HOME LAWS HAVE ON OWNER-TENANTS*

The state of Iowa’s mobile home law today has a significant effect on the lives of owner-tenants in the state. Because of the lack of adequate protections in the Act, owner-tenants live with a heightened risk of losing their home and the equity they have built in it. This Section will detail how Iowa’s lack of legal protections creates a cycle of uncertainty for owner-tenants because of the lack of a minimum lease term and the notice requirement for eviction.

First, because the law does not require a one-year minimum lease term, many owner-tenants rent the plot where their home sits on a month-to-month basis.¹²³ Therefore, landlords can raise rents on the property every month. The landlord’s only restriction is that they must give ninety days’ notice before any increase takes effect.¹²⁴ Owner-tenants must either manage the increased rent or find a new plot for their home and find with it the funds to move their home. Second, because the law merely requires ninety days’ notice for eviction, park owners can quickly close the park to sell or develop the land for another purpose.¹²⁵ This shortened notice requirement enables park owners to upend the lives of owner-tenants, leaving them less than three months to find a solution that avoids losing the equity they have built in their homes.

These two possibilities are exacerbated by additional circumstances affecting owner-tenants. If faced with unaffordable rent increases or closure of their mobile home park, owner-tenants may search for a new park that is open or has a lower rent. However, they only have ninety days to find a plot, rent it, and then move their entire home.¹²⁶ Owner-tenants are left facing two terrible realities. First, mobile homes are not mobile.¹²⁷ It can cost upwards of \$10,000 to move the home.¹²⁸ “Over fifty percent of all mobile home owners earn an income of less than \$40,000 per year” and cannot come up with \$10,000 within ninety days.¹²⁹ Second, even if the owner-tenant were able to secure the funds to move, there may not be an alternative plot available. Cities

120. § 3, 2022 Iowa Acts at 270.

121. See *Sunset Mobile Home Park*, 324 N.W.2d at 456 (quoting Lovell, *supra* note 65, at 309).

122. See 2022 Iowa Acts at 269–75.

123. Mayhood, *supra* note 3, at 495–96; see also Table Mound Lease Agreement, *supra* note 9, at 4.

124. § 5, 2022 Iowa Acts at 270.

125. *Id.* at 270.

126. *Id.*

127. See *supra* Section II.A.

128. Mayhood, *supra* note 3, at 488.

129. Mayhood, *supra* note 3, at 486; see 2022 Iowa Acts at 270.

often have restrictive zoning laws against new mobile home parks, and existing parks are increasingly closing.¹³⁰ The result is that other parks are unavailable for owner-tenants to move to.¹³¹ Further, owner-tenants who cannot afford to move their mobile homes often cannot also afford the increased rent.

The fortunate few owner-tenants who secure financing to move their home and find an available plot are still not free from these realities; they are not guaranteed that the new plot will afford them any new protections.¹³² Without new statutory protections, the cycle may repeat itself. The owner-tenant's new landlord may start to raise rent or decide to close the park after ninety days' notice.¹³³ Even if the owner-tenant wished to sell their house, the owner-tenant would have to seek permission from the park owner to sell it.¹³⁴ Further, they are unlikely to find a buyer willing to buy into the same system the owner-tenant is seeking to escape.

Owner-tenants may be left with only one tenable option: abandon their homes to the landlord. Yet, unlike normal evictions, owner-tenants would also be abandoning their substantial equity—a new mobile home, on average, costs \$78,500.¹³⁵ Because owner-tenants are often lower income individuals, and mobile homes are the largest source of unsubsidized affordable housing, owner-tenants likely cannot afford to purchase a new home after that loss.¹³⁶

C. HOW THE STATE OF IOWA'S MOBILE HOME LAW INCENTIVIZES INVESTMENT

Investors are aware of the impossible scenario owner-tenants face. Owner-tenants are sitting ducks for exploitative business practices. Investors ranging from huge, out-of-state private equity firms to hometown investors, who have taken Mobile Home University's courses, can buy mobile home parks and immediately begin raising rents.¹³⁷ In the last eight years, private equity firms have purchased one-fifth of all mobile home parks in the United States.¹³⁸

Mobile-home park investors have flocked to Iowa.¹³⁹ Almost half of all mobile home lots in Iowa "are owned by out-of-state investment firms."¹⁴⁰ One large Utah-based investment firm, Havenpark Communities, now owns eight

130. Fichtner, *supra* note 3, at 191.

131. *Id.*

132. *See supra* Section II.D. There is nothing guaranteeing that the new landlord will not cancel the lease after only ninety days' notice.

133. *See* Act of May 17, 2022, ch. 1070, 2022 Iowa Acts 269, 269–70.

134. *See supra* Section II.B.

135. MANUFACTURED HOUS. INST., *supra* note 29, at 2.

136. *See* Mayhood, *supra* note 3, at 484–85.

137. *See supra* Section I.C.

138. Casey & Thompson, *supra* note 45.

139. *See id.*

140. Mayhood, *supra* note 3, at 482 (footnote omitted).

parks in Iowa.¹⁴¹ In 2019, the firm raised rents for “the Golfview Mobile Home Park in North Liberty[, Iowa] by [sixty-seven] percent.”¹⁴² Later, the firm informed residents at their “Lake Ridge, Modern Manor, and Sunrise Village mobile home parks” in nearby Iowa City that they would be raising their rents from \$375 to \$410 a month starting in December 2022.¹⁴³ They informed these residents that they could expect rents to eventually reach \$600 a month.¹⁴⁴ Despite these rent increases, Havenpark Communities also forced residents to pay for amenities like trash disposal and snow removal that were previously free.¹⁴⁵ Facing the realities discussed in Section III.B, owner-tenants are left to either endure these abusive business tactics every month or lose their homes and their investments. As one resident said, “[e]very day you wonder what’s going to happen next. And at [eighty] years old I don’t want to be looking for a damn place to live.”¹⁴⁶

III. THE POSSIBLE NEW PROTECTIONS FOR MOBILE HOMEOWNER-TENANTS IN IOWA

Because of the gap in protections for owner-tenants and the resulting business practices, Iowa should pass more stringent laws governing mobile home parks. Other states offer several provisions to protect owner-tenants that can serve as a guide. For example, some states require written leases,¹⁴⁷ whereas Iowa merely requires landlords to *offer* a written lease. Other states limit the frequency of rent increases in a year.¹⁴⁸ Iowa does not. Some states have distinct agencies tasked with enforcing mobile-home park laws.¹⁴⁹ Iowa does not.

This Part will focus on two specific protections that, even alone, would provide significant safeguards for owner-tenants: (1) a good-cause restriction on eviction, and (2) a one-year minimum lease term. Finally, this Note will conclude by providing a model amendment to the Iowa Act to require a one-year minimum lease term as originally drafted by the University of Iowa College of Law’s 2022 Law and Policy in Action Clinic, led by Professor Leonard Sandler.

141. Schrad, *supra* note 2.

142. *Investors Raising Mobile Home Park Rent in Iowa*, KCRG (July 25, 2022, 5:05 PM), <https://www.kcrg.com/2022/07/25/iowa-lawmakers-look-curb-mobile-home-rent-hikes> [<https://perma.cc/KJ4E-4NJJ>].

143. Schrad, *supra* note 2.

144. *Id.*

145. *Id.*

146. *Id.*

147. *See, e.g.*, MINN. STAT. ANN. § 327C.02 (West 2022) (“Every agreement to rent a lot must be a written agreement signed by the park owner and the resident.”).

148. *See, e.g., id.* § 327C.06. Minnesota law requires sixty-days’ notice for rent increases and limits rent increases to two in any twelve-month period. *Id.*

149. *See, e.g., id.* § 327C.15 (granting enforcement power in the attorney general); *see also id.* § 8.31, subdiv. 1.

A. A REQUIREMENT FOR GOOD CAUSE TO CANCEL

In Iowa, a park owner can cancel a lease and evict residents with only ninety-days' notice.¹⁵⁰ The landlord can cancel for any reason, except to make the plot available for another tenant.¹⁵¹ Because Iowa does not require continuous tenancy or renewals, landlords can cancel as desired if they provide sufficient notice.¹⁵² Five other states provide an alternative model that places good-cause restrictions on lease cancellations. Iowa's northern neighbor, Minnesota, requires good cause to cancel mobile home leases.¹⁵³ There, cancellation of a lease is only allowed for specific reasons such as nonpayment of rent or serious, repeated violations.¹⁵⁴ Iowa's neighbor Wisconsin limits a landlord's right to terminate leases to enumerated reasons like failure to pay rent, vandalism, or "[o]ther good cause."¹⁵⁵ Michigan, Colorado, and Utah all have similar provisions, as well.¹⁵⁶

Scholars like Parris Mayhood have described a good-cause restriction on eviction to be the pinnacle of available protections for owner-tenants.¹⁵⁷ The restriction effectively grants owner-tenants a "forever home" where owner-tenants are free from eviction so long as they follow the law and the mobile home park's rules.¹⁵⁸ Although traditional Iowa landlord-tenant law allows landlords to cancel month-to-month leases with minimum notice, Mayhood argues that the law should treat owner-tenants differently to account for the equity they have in their homes that traditional renters lack.¹⁵⁹

Despite the benefits, a good-cause restriction would not solve all problems faced by owner-tenants in Iowa. Crucially, these provisions provide no limit on rent increases. Many owner-tenants are not worried about haphazard

150. See Act of May 17, 2022, ch. 1070, 2022 Iowa Acts 269, 269–70.

151. See Act of June 26, 1978, ch. 1173, § 10, 1978 Iowa Acts 821, 825.

152. See *Bill History for House File 2117*, IOWA LEGISLATURE, <https://www.legis.iowa.gov/legislation/billTracking/billHistory?billName=HF%202117&ga=76> [<https://perma.cc/QCV4-GCCM>] (rejecting a proposed bill that would have enacted automatic renewals of leases).

153. MINN. STAT. ANN. §§ 327C.09, 327C.095 (stating the mobile home owners can only cancel for enumerated reasons).

154. *Id.* The full list of good causes to cancel is: (1) nonpayment of rent or utilities, (2) violations of law, (3) rule violations, (4) endangerment or substantial annoyance, (5) repeated serious violations, (6) material misstatement in the application, (7) improvements that would substantially benefit the residents' health and safety, and (8) park closures, so long as the closure is proper. *Id.*

155. WIS. STAT. ANN. § 710.15 (West 2023). The full list of good causes to cancel is: (1) failure to pay rent or taxes, (2) disorderly conduct, (3) vandalism, (4) breaching the lease, (5) violation of rules, (6) park closure, (7) the park is a threat to resident's health or safety, (8) "refusal to sign a lease[.]" (9) "[m]aterial misrepresentation in the application[.]" and (10) "[o]ther good cause." *Id.* § 710.15(5m).

156. See, e.g., MICH. COMP. LAWS ANN. § 600.5775 (West 2023) ("The tenancy of a tenant in a mobile home park shall not be terminated unless there is just cause for the termination.").

157. See Mayhood, *supra* note 3, at 496.

158. *Id.*

159. *Id.*

evictions, but rather skyrocketing rent.¹⁶⁰ Because nonpayment of rent is a standard statutory cause for eviction, a good-cause provision would do nothing to stave off evictions following increased rents.¹⁶¹

Also, any attempts to admit a good-cause restriction to evict are hotly contested by park owners. Landlord lobbying groups often spend millions of dollars to attack these provisions in state legislatures.¹⁶² Only a few states have managed to enact good-cause restrictions.¹⁶³ With well-financed lobbyist groups like the Iowa Manufactured Housing Association mounting a fierce defense, a good-cause restriction is unlikely to be passed in Iowa.

B. A REQUIREMENT FOR A ONE-YEAR MINIMUM LEASE TERM

A more limited, but perhaps more feasible, protection would be a one-year minimum lease term. The one-year requirement in Iowa today is a default provision rather than a statutory minimum term.¹⁶⁴ This default can be changed in the rental agreement.¹⁶⁵ The default rent period, therefore “le[aves] the status quo relatively unchanged.”¹⁶⁶ Because landlords can change the period in the rental agreement, many mobile home rental agreements in the state remain month-to-month leases.¹⁶⁷ Therefore, the only substantive restriction on landlords raising rent or canceling leases is the ninety-day notice requirement enacted by the 2022 amendment.¹⁶⁸ Therefore, landlords are free to raise rents every ninety days and to terminate month-to-month tenancies at any point, for any reason, with only ninety-days’ notice.

Recognizing similar problems, some states have passed legislation requiring longer mobile home lease terms without the ability to contract around it. Massachusetts has the longest period.¹⁶⁹ There, the landlord must offer the tenant, in writing, a term for at least five years at a fair market price.¹⁷⁰ However, the tenant can accept a shorter period if desired.¹⁷¹

160. See Schrad, *supra* note 2.

161. E.g., UNIV. OF IOWA L. & POL’Y IN ACTION CLINIC, AMEND HF2562/SF2379: REQUIRE ONE-YEAR MOBILE HOME LOT LEASES (2022) (on file with author); MINN. STAT. ANN. §§ 327C.09, 327C.095.

162. Mayhood, *supra* note 3, at 497.

163. *Id.* at 497–98.

164. IOWA CODE ANN. § 562B.10(5) (West 2023).

165. See discussion *supra* Section III.B.

166. *Sunset Mobile Home Park v. Parsons*, 324 N.W.2d 452, 456 (Iowa 1982) (quoting Lovell, *supra* note 65, at 309).

167. Mayhood, *supra* note 3, at 495–96; see also Table Mound Lease Agreement, *supra* note 9, at 4.

168. Act of May 17, 2022, ch. 1070, 2022 Iowa Acts 269, 270.

169. MASS. GEN. LAWS ANN. ch. 140, § 32P (West 2023).

170. *Id.*

171. *Id.*

Two other states, Oregon and Iowa's eastern neighbor, Illinois, require a two-year lease period.¹⁷² In Illinois, the landlord must offer a written lease of at least two years, but the tenant can accept a shorter term if desired.¹⁷³ If a tenant desires a month-to-month lease, the tenant must "sign[] a written statement acknowledging that the" landlord offered the two-year term.¹⁷⁴ Additionally, Illinois allows rent increases between the first and second year only if specified in the lease.¹⁷⁵

Fourteen other states require a one-year lease term, including Iowa's neighbor Wisconsin.¹⁷⁶ Wisconsin requires that "[e]very agreement for the rental of a mobile home . . . shall be by lease. Every lease shall be for a term of at least one year unless the resident or occupant requests a shorter term and the operator agrees to the shorter term."¹⁷⁷

Some advocates have described these minimum-lease provisions as a reasonable first step towards more fully protecting owner-tenants.¹⁷⁸ These provisions would reduce evictions, limit rent increases, and improve owner-tenants' security and peace of mind. While landlords could still evict owner-tenants and raise rents at the end of the lease term, it would provide at least a year of security.

These more reasonable provisions are also more likely to attract support from legislators. Although park owners are opposed to minimum lease terms, lawmakers in many states have shown support for the provision.¹⁷⁹ Sixteen states have enacted similar laws, including Iowa's border states of Illinois and Wisconsin.¹⁸⁰ What's more, the protection does not discourage investment in Iowa. The same out-of-state investment firms operating in Iowa still invest in mobile home parks in states like Wisconsin and Illinois with minimum lease terms.¹⁸¹ A minimum lease term is a compromise that "balances the interests and significant investments made by homeowners and out-of-state investment firms."¹⁸²

172. UNIV. OF IOWA L. & POL'Y IN ACTION CLINIC, IOWA CODE CHAPTER 562 AMENDMENTS COMPARED TO LAWS OF OTHER STATES (2021) (on file with author).

173. 765 ILL. COMP. STAT. ANN. 745/6 (West 2023).

174. *Id.* § 745/6(f).

175. *Id.* § 746/6(e).

176. UNIV. IOWA L. & POL'Y IN ACTION CLINIC, *supra* note 172. The full list of states is: California, Connecticut, Delaware, Florida, Maryland, New Jersey, New York, Ohio, Rhode Island, Virginia, Washington, West Virginia, and Wisconsin. *Id.*

177. WIS. STAT. ANN. § 710.15(1m).

178. *See* UNIV. IOWA L. & POL'Y IN ACTION CLINIC, *supra* note 161.

179. *See* UNIV. IOWA L. & POL'Y IN ACTION CLINIC, *supra* note 172.

180. *Id.*

181. UNIV. OF IOWA L. & POL'Y IN ACTION CLINIC, *supra* note 11.

182. UNIV. OF IOWA L. & POL'Y IN ACTION CLINIC, *supra* note 161.

C. A RECOMMENDATION FOR STATUTORY LANGUAGE ADDING A ONE-YEAR
MINIMUM LEASE TERM

As a first step toward more fully protecting owner-tenants, Iowa should amend the Act to include a minimum lease term. This would provide a baseline of protection for owner-tenants from eviction and continuous rent increases. The University of Iowa College of Law's 2022 Law and Policy in Action Clinic, led by Professor Leonard Sandler, agreed.¹⁸³ The clinic recommended a one-year lease term by amending the Act to read as follows:

Rental agreements shall be for a term of one year unless ~~otherwise specified in the rental agreement~~ a tenant in writing requests a shorter term or tenant and landlord agree in writing to a longer term. Rental agreements shall be ~~cancelled~~ terminated by ~~at least 60 days'~~ written notice given by either party, at least ninety days before the one-year term is due to expire. A landlord shall not cancel a rental agreement solely for the purpose of making the tenant's mobile home space available for another mobile home.¹⁸⁴

This amendment would be on par with other states like Wisconsin where the tenant may decide to lease under a shorter term so long as the landlord originally offered a twelve-month term.¹⁸⁵ Additionally, like the provision adopted in Illinois,¹⁸⁶ it would require that, if the tenant desired a shorter period, it must be requested in writing. This provision ensures that owner-tenants are not forced into month-to-month lease terms. By requiring it in express writing, it is harder for park owners to intimidate tenants into agreeing to a month-to-month lease.

CONCLUSION

Iowa's owner-tenants face a significant challenge in keeping their homes. Because they own their home but rent the lot where it sits, eviction or large rental increases are both common and devastating. Owner-tenants may be forced to abandon their homes and their substantial investments. Even so, the state continues to operate on the assumption that mobile homes are easily moveable.¹⁸⁷ Because of this mistaken belief, the law provides minimal protections for owner-tenants. After the most recent amendment to the Act, Iowa merely requires a ninety-day notice period for evictions and no minimum

183. *Id.* The clinic members were Amber Crow, Michael Eberle, and Morgane Haddad. *Id.*

184. *Id.*

185. WIS. STAT. ANN. § 710.15(1m).

186. 765 ILL. COMP. STAT. ANN. 745/6(a).

187. *See* Mayhood, *supra* note 3, at 488.

lease term.¹⁸⁸ As a result, owner-tenants often must agree to month-to-month leases, leaving them more vulnerable to eviction and rent hikes.¹⁸⁹

Out-of-state investors are aware of Iowa's inadequate protections and have flocked to the state to invest in mobile home parks in recent years.¹⁹⁰ Half of all mobile home parks in the state are owned by these firms.¹⁹¹ They often immediately raise rents for owner-tenants by as much as eighty-seven percent.¹⁹² Because owner-tenants are essentially "chained" to the lot, they are forced to either continue to pay or abandon their homes.¹⁹³

Iowa should expand the Mobile Home Parks Residential Landlord and Tenant Act to provide more protections for owner-tenants. Specifically, Iowa should enact a one-year minimum lease term. Other provisions, especially a good-cause restriction on evictions, would also be beneficial. However, a good-cause provision would likely face strong opposition from park owners and little support from lawmakers.¹⁹⁴ On the other hand, a one-year minimum lease term has been enacted in thirteen states, and three states have enacted even longer minimum lease terms.¹⁹⁵ This moderate provision has proven to be more capable of passage. What's more, out-of-state investors still invest in states with one-year-minimum lease requirements, proving they can still make a profit despite these provisions.¹⁹⁶

A one-year minimum lease term would protect owner-tenants from rent hikes, park closures, and haphazard evictions for at least a year. This one-year term would give owner-tenants some security and time to plan. It is a common-sense approach that balances owner-tenants' interests with that of park owners. A one-year minimum lease term is a necessary and impactful first step to protecting these homeowners. After years of enabling abusive business practices by out-of-state firms, Iowa legislators owe Iowa residents this much.

188. Act of May 17, 2022, ch. 1070, §§ 4–5, 2022 Iowa Acts 269, 270.

189. See, e.g., Table Mound Lease Agreement, *supra* note 9, at 4.

190. See Casey & Thompson, *supra* note 45.

191. UNIV. OF IOWA L. & POL'Y IN ACTION CLINIC, *supra* note 11.

192. See Casey & Thompson, *supra* note 45.

193. See Rolfe, *supra* note 1.

194. See *supra* notes 162–63 and accompanying text.

195. UNIV. OF IOWA L. & POL'Y IN ACTION CLINIC, *supra* note 172.

196. See UNIV. OF IOWA L. & POL'Y IN ACTION CLINIC, *supra* note 11.