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December 13, 2019

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Iowa House of Representatives
Iowa Senate
Iowa State Capitol
1007 E. Grand Ave
Des Moines, IA 50319

Re: Public Comments on Mobile Home Parks
Public Hearing: 12/14/19

Dear Legislators:

I'm writing to recommend the Iowa legislature to amend Iowa Code Chapter 562B in order to afford more protections to tenants of manufactured home communities or mobile home parks (collectively, "MHP").

The Iowa legislature should amend I.C.A. 562B.14(7) to provide for a mandatory 180-day notice of any rent increases at MHPs. The current status of Iowa law permits MHP operators to increase rent on a sixty-days notice. While sixty-days notice may seem like an ample notice period when compared to a traditional month-to-month landlord-tenant relationship, such a view fails to consider the unique position in which MHP tenants find themselves. Sixty-days notice puts MHP tenants under the gun due to their ownership stake.

MHP tenants own their homes. Whereas apartments come 'no strings attached' and leaving a rental requires only a new place and a deposit, MHP tenants rightfully feel an ownership stake in their home and community. This emotional and financial connection causes tenants to stay in their homes despite rent increases. In the face of a rent increase, a tenant's options are: attempt to sell, abandon a large portion of their net worth, pay an unaffordable amount to move the home, or scrape by with less each month. MHP operators know manufactured homes aren't readily saleable, and most tenants can't afford to walk away from their homes or move them, so they will be forced to live with the increase.

The Iowa legislature should amend I.C.A. Chapter 562B to require MHP operators to use leases with terms of one year or greater. MHP operators generally use month-to-month leases. The reason for this preference is simple. Under month-to-month terms, the MHP operator is free to increase rent every sixty days. MHP tenants buy their homes with the goal of stability. Many residents at Table Mound MHP in Dubuque had not seen a rent increase in a

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decade before an out of state operator took over. The use of month-to-month leases adds instability to tenants' lives and budgets.

Iowa MHP tenants find themselves at a distinct disadvantage in negotiating lease terms with their landlords. Since many tenants purchase units already located in an MHP, tenants have little opportunity to reject proposed lease terms. The typical renter then must either undertake the large expense associated with moving a manufactured home (potentially exceeding the price paid for the home) or enduring the terms of the MHP owner's lease.

The Iowa legislature should seek to even the playing field between MHP operators and tenants. Providing protection against the use of month-to-month leases and requiring a longer notice period for rent increases would provide tenants stability and the opportunity to make informed decisions about their future. I encourage the Iowa legislature to amend 562B with the goals of increasing tenant stability and opportunity in mind.

Sincerely,

A handwritten signature in black ink, appearing to read "Sam Wooden", with a long horizontal flourish extending to the right.

Sam Wooden
wooden@rkenline.com

SAW/SAW