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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2026

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A N A C T

RELATING TO MOTOR AND OTHER VEHICLES -- MOBILE AND MANUFACTURED  
HOMES

Introduced By: Representatives Speakman, and Cortvriend

Date Introduced: February 27, 2026

Referred To: House Municipal Government & Housing

It is enacted by the General Assembly as follows:

1 SECTION 1. Sections 31-44-1, 31-44-1.4 and 31-44-3.1 of the General Laws in Chapter  
2 31-44 entitled "Mobile and Manufactured Homes" are hereby amended to read as follows:

3 **31-44-1. Definitions.**

4 As used in this chapter:

5 (1) "Department" means the department of business regulation.

6 (2) "Director" means the director of the department of business regulation.

7 (3) "Entry requirements" means any written, nondiscriminatory criteria for resident  
8 selection incorporated into the rules and regulations of a mobile- and manufactured-home park  
9 which are equally applied by the licensee to all purchasers and prospective residents.

10 (4) "Executive office of housing" means the office within the executive branch of state  
11 government established pursuant to the provisions of § 42-167-1.

12 ~~(4)~~(5) "Fee schedule" means an itemized list of fees for goods or services sold or performed  
13 by a mobile- and manufactured-home park licensee including, but not limited to, the entrance fee,  
14 hook-up fee, and maintenance fee, if any.

15 ~~(5)~~(6) "Hook-up fee" means a reasonable fee for the services required to install a mobile  
16 and manufactured home on a mobile- and manufactured-home space or lot. The charge shall include  
17 the cost of connecting water and sewer lines, electrical connections, tie-downs, removal of wheels  
18 or axles, steps, if necessary, and other necessary services, including, but not limited to, the creation

1 of new pads or piers.

2 ~~(6)~~(7) “Household” means one or more persons occupying a housing unit.

3 ~~(7)~~(8) “Licensee” means any person or agent licensed under § 31-44-1.6 who is directly or  
4 indirectly engaged in the business of selling mobile and manufactured homes or who operates and  
5 maintains a mobile- and manufactured-home park under the provisions of this chapter.

6 ~~(8)~~(9) “Mobile and manufactured home” means a detached residential unit designed:

7 (i) For a long term occupancy and containing sleeping accommodations, a flush toilet, and  
8 a tub or shower bath and kitchen facilities, and having both permanent plumbing and electrical  
9 connections for attachment to outside systems;

10 (ii) To be transported on its own wheels or on a flatbed or other trailer or detachable wheels;  
11 and

12 (iii) To be placed on pads, piers, or tied down, at the site where it is to be occupied as a  
13 residence complete and ready for occupancy, except for minor and incidental unpacking and  
14 assembly operations and connection to utilities systems.

15 ~~(9)~~(10) “Mobile- and manufactured-home park” or “park” means a plot of ground upon  
16 which four (4) or more mobile and manufactured homes, occupied for residential purposes are  
17 located.

18 ~~(10)~~(11) “Mobile- and manufactured-home space or lot” means a plot of ground within a  
19 mobile- and manufactured-home park designed for the accommodation of one mobile and  
20 manufactured home.

21 ~~(11)~~(12) “Owner” means a licensee or permittee or any person who owns, operates, or  
22 maintains a mobile- and manufactured-home park.

23 ~~(12)~~(13) “Prospective resident” means an applicant for admission to a mobile- and  
24 manufactured-home park who is ready, willing, and able to buy a mobile and manufactured home  
25 owned and offered for sale by a licensee or resident, and who is able to meet the entrance  
26 requirements of the rules of the park.

27 ~~(13)~~(14) “Protected lawful action” means any report of a violation of this chapter, or of any  
28 applicable building or health code, or any other justified complaint to a governmental authority, or  
29 any other justified lawful act by the resident(s) or prospective resident(s).

30 ~~(14)~~(15) “Qualified sale” means the sale of a mobile- and manufactured-home park to a  
31 resident organization with the goal of resident ownership by at least fifty-one percent (51%) of the  
32 homeowner households residing in the park.

33 ~~(15)~~(16) “Reprisal” means any act taken against the resident(s) which is intended as a  
34 penalty for any protected lawful action taken by the resident(s).

1           ~~(16)~~(17) “Resident” means an owner or renter occupying a mobile and manufactured home  
2 in a mobile- and manufactured-home park with the consent of the owner as defined in subdivision  
3 (11) of this section.

4           ~~(17)~~(18) “Resident organization” means a group of mobile- and manufactured-home park  
5 residents who have formed a nonprofit corporation, cooperative corporation, or other entity or  
6 organization for the purpose of acquiring the mobile home park in which they reside and converting  
7 the mobile home park to resident ownership.

8           ~~(18)~~(19) “Resident ownership” means, depending on the context, either the ownership, by  
9 a resident organization, as defined in this section, of an interest in a mobile- and manufactured-  
10 home park which entitles the resident organization to control the operations of the mobile home  
11 park, or the ownership of individual interests in a mobile home park, or both.

12           (20) “Secretary” means the secretary of housing appointed pursuant to the provisions of §  
13 [42-167-4](#).

14           ~~(19)~~(21) “Security deposit” means a sum not to exceed the monthly rental which a licensee  
15 may require a resident of a rented mobile or manufactured home to deposit as security in case of  
16 damage caused by the resident in excess of ordinary wear and tear.

17           ~~(20)~~(22) “Standards for mobile and manufactured homes” means any written,  
18 nondiscriminatory minimum specifications for structural soundness, safety, and habitability  
19 adopted by the department or any other government agency.

20           **31-44-1.4. Powers and duties of department Powers and duties of department and**  
21 **secretary.**

22           (a) The department may:

23           (1) Interpret and implement [in collaboration with the secretary of housing](#), the provisions  
24 of this chapter and the applicable provisions of chapter 44.1 of this title;

25           (2) Act for the purpose of promoting a uniform policy relating to all phases of mobile and  
26 manufactured home business and use;

27           (3) Monitor and determine the sufficiency of the state Mobile and Manufactured Home Act  
28 under this chapter as well as local mobile and manufactured home ordinances which are designed  
29 to provide local governments with superintending control over mobile and manufactured home  
30 business or use and to make recommendations to it; and

31           (4) Conduct public hearings relating to these advisory responsibilities.

32           (b) The department shall:

33           (1) Monitor the implementation of statutes and regulations affecting mobile and  
34 manufactured homes;

1 (2) Make investigations and conduct or authorize periodic surveys to determine compliance  
2 with this chapter;

3 (3) All departments of state government are authorized to provide assistance to the  
4 department as the department requires;

5 (4) Conduct a public education program to improve public perception and local acceptance  
6 of mobile and manufactured homes and to promote them as affordable housing; and

7 (5) Study additional issues related to mobile and manufactured homes and periodically  
8 disseminate acquired information.

9 (6) Assist as requested by the secretary in the enforcement of the provisions of § 31-44-  
10 3.1.

11 (c) The secretary shall, pursuant to the powers and duties enumerated in § 42-167-5 in  
12 collaboration with the department, carry out the purpose of the executive office of housing as  
13 specified in § 42-167-2 to implement and enforce the provisions of this chapter.

14 **31-44-3.1. Sale of mobile home parks — Tenants association right of first refusal.**

15 (a) ~~In any instance in which a mobile home park owner has been sent a certified letter from~~  
16 ~~an incorporated home owner households association indicating that the association has at least fifty-~~  
17 ~~one percent (51%) of the home owner households residing within that park as members, and has~~  
18 ~~articles of incorporation specifying all rights and powers, including the power to negotiate for,~~  
19 ~~acquire, and operate the mobile home park on behalf of the member residents, then, before~~ Before  
20 a mobile home park may be sold for any purpose and before it may be leased for any purpose that  
21 would result in a discontinuance, the park owner shall notify ~~the association~~ each owner of a mobile  
22 home in the mobile home park and the executive office of housing established pursuant to the  
23 provisions of § 42-16.7-1, by certified mail return receipt requested of any bona fide offer that the  
24 owner intends to accept, to buy the park or to lease it for a use that would result in a discontinuance.  
25 The park owner shall not make a final unconditional acceptance of an offer for the sale of the mobile  
26 home park, or for the lease for a use that would result in a discontinuance, earlier than the forty-  
27 five (45) days after the notice required by this subsection is mailed in accordance with this  
28 subsection and received by the executive office of housing. The park owner shall also give notice  
29 by certified mail return receipt requested to ~~the incorporated homeowners' association~~ each owner  
30 of a mobile home in the mobile home park and executive office of housing of any intention to sell  
31 or lease the park for a use which will result in a discontinuance within fourteen (14) days of any  
32 advertisement or other public notice by the park owner or his or her agent that the park is for sale  
33 or the land upon which the park is located is for lease. ~~Nothing in this section shall limit the~~  
34 ~~association from acting as an agent of the residents in any other cause of action, objective or purpose~~

1 ~~in advancing a stated purpose in the articles of incorporation of the homeowners' association.~~

2 (b) The notice of pending bona fide sale from the park owner ~~must~~ shall contain ~~at a~~  
3 ~~minimum~~ the following: ~~if known and available and applicable to the sale:~~

4 ~~(1) An affidavit from the buyer or lessee stating the offered purchase price or offered lease~~  
5 ~~payment;~~

6 (1) A statement that a group of mobile home owners or a mobile home owners' association  
7 of the mobile home park has a right to purchase the mobile home park, and may make an offer to  
8 purchase the mobile home park within forty five (45) days of when the notice containing  
9 information required by this subsection is mailed in accordance with this subsection and received  
10 by the executive office of housing;

11 (2) The price, terms and conditions of any acceptable offer the owner of the mobile home  
12 park has received for the mobile home park, including a signed copy of the written offer or purchase  
13 and sale agreement that contains a description of the property. The park owner may redact the  
14 name, address, contact information or other identifying information of the party making the offer.  
15 If an owner of a mobile home park intends to accept an offer to purchase the mobile home park and  
16 the mobile home park is to be included in an investment portfolio by the purchaser, the price, terms  
17 and conditions specific to the mobile home park shall be specified in the notice required by this  
18 subsection.

19 (3) The notice of pending bona fide sale from the park owner shall contain the following if  
20 known and available and applicable to the sale:

21 ~~(2)~~(i) The terms of seller financing, including the amount, the interest rate and its  
22 amortization rate;

23 ~~(3)~~(ii) The terms of assumable financing, if any, including the amount, the interest rate and  
24 its amortization rate;

25 ~~(4)~~(iii) The legal description and a statement of appraised or assessed value of property  
26 included in any land trade involved in the sale of the park;

27 ~~(5)~~(iv) Proposed improvements to the property to be made by the park owner in connection  
28 with the sale, or other economic concessions by the park owner in connection with the sale, if any;

29 ~~(6)~~(v) A statement that the park owner will allow reasonable access to the property by  
30 parties involved in the potential purchase including, but not limited to, ~~the tenants' association,~~ the  
31 group of mobile home owners or the mobile home owners' association consultants, legal  
32 representatives or advisors, and lenders;

33 ~~(7)~~(vi) A statement that the park owner ~~will~~ shall make available to the ~~residents~~ group of  
34 mobile home owners or the mobile home owners' association copies of any easements either on or

1 off the property to which the park owner is a party and copies of all permits or licenses in force  
2 within seven (7) days of a signed purchase and sale agreement with the ~~residents~~ group of mobile  
3 home owners or the mobile home owners' association;

4 ~~(8)~~(vii) A statement that the park owner ~~will~~ shall make available to the ~~residents~~ group of  
5 mobile home owners or the mobile home owners' association a survey and legal description of the  
6 park, plus an itemized list of monthly operating expenses, utility consumption rates, taxes,  
7 insurance and capital expenditures for each of the past three (3) years within seven (7) days of a  
8 signed purchase and sale agreement with the ~~residents~~ group of mobile home owners or the mobile  
9 home owners' association;

10 ~~(9)~~(viii) A statement that the park owner ~~will~~ shall make available to the ~~tenants'~~  
11 ~~association~~ group of mobile home owners or the mobile home owners' association the most recent  
12 rent roll, a list of tenants, a list of vacant units and a statement of the vacancy rate at the park for  
13 the three (3) preceding calendar years within seven (7) days of a signed purchase and sale agreement  
14 with the ~~residents~~ group of mobile home owners or the mobile home owners' association;

15 ~~(10)~~(ix) A statement that the park owner ~~will~~ shall make available to the ~~tenants'~~  
16 ~~association~~ group of mobile home owners or the mobile home owners' association any available  
17 data relating to the past and present existence of hazardous waste either on the property or in close  
18 proximity within seven (7) days of a signed purchase and sale agreement with the ~~residents~~ group  
19 of mobile home owners or the mobile home owners' association;

20 ~~(11)~~(x) A statement that the park owner ~~will~~ shall make available to the ~~tenants'-association~~  
21 group of mobile home owners or the mobile home owners' association any available data relating  
22 to the water, sewer and electrical systems of the park within seven (7) days of a signed purchase  
23 and sale agreement with the ~~residents~~ group of mobile home owners or the mobile home owners'  
24 association;

25 ~~(12)~~(xi) A statement that the park owner ~~will~~ shall make available to the ~~tenants'~~  
26 ~~association~~ group of mobile home owners or the mobile home owners' association all income and  
27 operating expenses relating to the property to be purchased for the three (3) preceding calendar  
28 years within seven (7) days of a signed purchase and sale agreement with the ~~residents~~ group of  
29 mobile home owners or the mobile home owners' association and any other information that may  
30 be required by the lender. Any additional information that is required by the lender shall be kept  
31 strictly confidential between the park owner, the group of mobile home owners or the mobile home  
32 owners' association, and their lenders.

33 (c) ~~Any incorporated home owners' association entitled to notice under this section~~ A  
34 group of mobile home owners or a mobile home owners' association shall have the right to

1 purchase, in the case of a third party bona fide offer to purchase, or to lease in the case of a third  
2 party bona fide offer to lease, the park, provided it meets the same price and ~~the same terms and~~  
3 ~~conditions~~ has substantially equivalent terms and conditions of ~~any offer of which it is entitled to~~  
4 ~~notice under this section~~ the offer the park owner has conditionally accepted or plans to accept by:

5 (1) ~~Executing~~ Submitting a proposed contract or purchase and sale or lease agreement ~~with~~  
6 to the park owner within forty-five (45) days of notice of the offer, along with reasonable evidence,  
7 such as a signed petition, that the owners of at least fifty-one percent (51%) of the mobile homes  
8 in the mobile home park that are occupied by the mobile home owner or a family member of the  
9 mobile home owner support making an offer; and

10 (2) Obtaining any necessary financing or guarantees within an additional one hundred  
11 thirty-five (135) days.

12 (d) No park owner shall unreasonably refuse to enter into, or unreasonably delay the  
13 execution of a purchase and sale or lease agreement with a ~~home owners' association~~ group of  
14 mobile home owners or a mobile home owners' association that has made a bona fide offer to meet  
15 the same price and ~~the same terms and conditions~~ has substantially equivalent terms and conditions  
16 of an offer for which notice is required to be given pursuant to this section.

17 (e)(1) ~~The deposit monies must be credited to the purchase price of the mobile home park.~~  
18 A park owner shall negotiate in good faith with a group of mobile home owners or a mobile home  
19 owners' association concerning any purchase offer made after receiving the notice required by  
20 subsections (a) and (b) of this section. If the park owner rejects the proposed purchase offer made  
21 by a group of mobile home owners or a mobile home owners' association, the park owner shall  
22 provide the reason for rejection in writing within three (3) days of the rejection.

23 (2) The deposit monies shall be credited to the purchase price of the mobile home park. A  
24 group of mobile home owners or a mobile home owners' association shall not be required to pay a  
25 nonrefundable deposit at the time of execution of a purchase and sale agreement as a condition of  
26 acceptance.

27 (f) The ~~incorporated home owners' association~~ group of mobile home owners or the mobile  
28 home owners' association ~~will~~ shall use diligent efforts to obtain a commitment for financing from  
29 a lender by making immediate application for financing upon signing of the purchase and sale  
30 agreement. In the event that the ~~incorporated home owners' association~~ group of mobile home  
31 owners or the mobile home owners' association, with the exercise of reasonable efforts, is unable  
32 to obtain necessary financing or comply with other contingencies of the purchase and sale  
33 agreement, the ~~incorporated home owners' association~~ group of mobile home owners or the mobile  
34 home owners' association shall immediately notify the park owner and the deposit shall be returned

1 to the ~~incorporated home owners' association~~ group of mobile home owners or the mobile home  
2 owners' association. Notwithstanding the requirement that the offer from a group of mobile home  
3 owners or a mobile home owners' association be on substantially equivalent terms and conditions,  
4 a mobile home park owner shall not reject a proposed purchase and sale agreement solely on the  
5 basis of the inclusion of a financing contingency.

6 (g) If the ~~incorporated home owners' association~~ group of mobile home owners or the  
7 mobile home owners' association shall default in the performance of its obligations as a purchaser  
8 under the terms of the purchase and sale agreement, the park owner shall have, as sole and exclusive  
9 remedy for the default, the right to retain the deposit as liquidated damages in full settlement and  
10 discharge of all obligations of the ~~incorporated home owners' association~~ group of mobile home  
11 owners or the mobile home owners' association without further recourse in law or equity.

12 (h) Failure of the ~~incorporated home owners' association~~ group of mobile home owners or  
13 the mobile home owners' association to ~~execute~~ submit a proposed purchase and sale agreement or  
14 lease within the forty-five (45) day period or to obtain a binding commitment for financing within  
15 the one hundred thirty-five (135) day period following signing of a purchase and sale agreement  
16 shall serve to terminate the right of the ~~association~~ group of mobile home owners or the mobile  
17 home owners' association to purchase or lease the mobile park home.

18 (i) ~~Residents shall have a total of one hundred eighty (180) days from the receipt of notice~~  
19 ~~of a bona fide sale to complete a transaction under the right of first refusal legislation. Any delays~~  
20 ~~by the seller in supplying requested information as stated in this legislation or any delay resulting~~  
21 ~~from litigation involving the sale and/or litigation affecting the marketability of the title of the~~  
22 ~~mobile home park shall result in the same number of days over the due date being added to the one~~  
23 ~~hundred eighty (180) days available to the residents for a right of first refusal purchase unless the~~  
24 ~~litigation is frivolous and prompted for the sole purpose of delay by the home owners association.~~

25 (j) The time periods provided in this section may be extended by agreement of the  
26 ~~association~~ group of mobile home owners or the mobile home owners' association and the park  
27 owner.

28 (k) Nothing in this section shall be construed to require ~~an~~ the park owner to provide  
29 financing to any ~~association~~ group of mobile home owners or mobile home owners' association or  
30 to prohibit ~~an a park~~ owner from requiring ~~an association~~ a group of mobile home owners or mobile  
31 home owners' association which is offering to lease a park to have within its possession a sum  
32 equivalent to the capitalized value of the proposed rent of the park and requiring that a portion of  
33 that sum, of an amount necessary to pay the rent on the park for a period of no greater than two (2)  
34 years, be kept in escrow for that purpose during the term of the lease.

1 (l) The right of first refusal and other rights created in this section shall inure to a ~~home~~  
2 ~~owners' association~~ group of mobile home owners or a mobile home owners' association for the  
3 time periods provided in this section, beginning on the date of notice to ~~the home owners'~~  
4 ~~association~~ each owner of a mobile home in the mobile home park and the executive office of  
5 housing. The effective period of the right of first refusal and other rights shall apply separately ~~for~~  
6 to each substantially different bona fide offer to purchase or sell the park or to lease it for a purpose  
7 that would result in a discontinuance, and for each offer the same as an offer made more than three  
8 (3) months prior to the later offer. However, in the case of the same offer made by a prospective  
9 buyer who has previously made an offer for which notice to ~~a home owners' association~~ each owner  
10 of a mobile home in the mobile home park and the executive office of housing was required by this  
11 section, the right of first refusal shall apply only if the subsequent offer is made more than six (6)  
12 months after the earlier offer. ~~The right of first refusal shall not apply with respect to any offer~~  
13 ~~received by the owner for which notice to a home owners' association is not required pursuant to~~  
14 ~~this section.~~

15 (m) ~~No right of first refusal shall apply~~ This section shall not apply to a government taking  
16 by eminent domain or negotiated purchase, a forced sale pursuant to a foreclosure, transfer by gift,  
17 devise, or operation of law, or a sale to a person who would be included within the table of descent  
18 and distribution if there were to be a death intestate of a park owner.

19 (n) In any instance in which the ~~incorporated home owners' association of a mobile home~~  
20 ~~park~~ group of mobile home owners or the mobile home owners' association is not the successful  
21 purchaser or lessee of the mobile home park, the seller or lessor of the park shall prove compliance  
22 with this section by filing an affidavit of compliance in the official land evidence records of the  
23 city or town where the property is located within seven (7) days of the sale or lease of the park.

24 (o) In any instance in which the ~~incorporated homeowners' association of a mobile home~~  
25 ~~park~~ group of mobile home owners or the mobile home owners' association is the successful  
26 purchaser or lessee of the mobile home park, the association shall have the right to distinguish in  
27 terms of lease conditions and rent and fees as between members of said association and non-  
28 members of said association. The group of mobile home owners or the mobile home owners'  
29 association shall be governed by and open to all mobile home owners in the park. For purposes of  
30 this chapter, members of a homeowners' association and non-members of a homeowners'  
31 association shall not be deemed residents of a similar class.

32 (p) A park owner shall not accept or conditionally accept an offer for the sale, lease, or  
33 transfer of the mobile home park unless its price, terms, and conditions are universal and applicable  
34 to all potential buyers, nor shall the park owner accept or conditionally accept an offer that contains

1 any provision penalizing the park owner for entering into a purchase agreement with a group of  
2 mobile home owners or a mobile home owners' association.

3 (q) A group of mobile home owners or a mobile home owners' association that has rights  
4 under this section may, at its election, assign such rights to the municipality in which the group or  
5 association is located, a housing authority located in such municipality, an agency of the state, or a  
6 nonprofit organization, including a special purpose entity, for the purpose of continuing the use of  
7 the property as a mobile home park. Upon assignment, the assignee shall be entitled to exercise the  
8 rights that this section grants to the group of mobile home owners or the mobile home owners'  
9 association.

10 (r) As used in this section, the term "group of mobile home owners or a mobile home  
11 owners' association" means and includes:

12 (1) A "resident organization" as defined in § 31-44-1;

13 (2) An "unincorporated entity" as defined in § 7-6-2; or

14 (3) A mobile home park organization consisting exclusively of resident mobile home  
15 owners organized as a profit, nonprofit entity or as an unincorporated association.

16 (s) A group of mobile home owners or a mobile home owners' association as defined in  
17 subsection (r) of this section, in the case of an unincorporated association shall provide for an  
18 executive board to manage the affairs of the association. A certificate evidencing the names of the  
19 executive board members and mailing addresses for the association shall be recorded with the  
20 municipal land records department for the city or town in which the association is located, which  
21 shall be updated as often as necessary to reflect any changes in the composition of this executive  
22 board.

23 SECTION 2. This act shall take effect upon passage.

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EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF

A N A C T

RELATING TO MOTOR AND OTHER VEHICLES -- MOBILE AND MANUFACTURED  
HOMES

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1           This act would give mobile home residents a right of first refusal to buy or lease their park,  
2 requiring owners to notify the residents' association and the executive office of housing of bona  
3 fide offers and allow time to match the terms.

4           This act would take effect upon passage.

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