

CHAPTER 13. MOBILE HOME PARKS

I. INTRODUCTION

A. SCOPE

This chapter clarifies policy, outlines responsibilities, and provides guidance for establishing, operating and managing mobile home parks at Navy field activities. It is a complete rewrite and should be reviewed in its entirety.

B. POLICY

1. All costs associated with mobile home parks will be incorporated into the rents and charges paid by the tenants.

Space rent charged will recoup total expenses to include both annual operating expenses and, prorated over a 25-year period, all construction, repair and improvement costs incurred.

2. Maintenance standards will be established by Naval Facilities Engineering Command to ensure immediate and surrounding areas of mobile home parks have a master site plan to create a uniform, well-planned and attractive neighborhood.

3. All applicants for mobile home park space will be placed on the same waiting list and compete equally for a space on a first-come, first-serve basis, regardless of rank, rate or size of family.

4. Mobile homes, the personal property of the tenant, will, at minimum, meet local and state health and safety regulations prior to being approved for placement on a government mobile home park.

C. REFERENCES

1. Title 37 of U.S.C. 403(k)
2. DOD 4165.63-M: "DOD Housing Management"
3. NAVCOMPT MANUAL, Volumes 3 and 4
4. OPNAVINST 11101.13 Series: "Assignment and Utilization of Navy-Managed Military Family Housing (MFH)"
5. OPNAVINST 11101.42: "Establishment of Charges for Military Family Housing"

D. SUMMARY

This chapter is organized into the four topical areas summarized below:

1. Responsibilities. Each level of housing management has responsibilities in the management of mobile home parks.
2. Establishment of Mobile Home Parks. Requirements for mobile home parks are provided.
3. Operation of Mobile Home Parks. Mobile home park management processes are discussed.
4. Financial Procedures and Reports. Procedures for determining, collecting, and reporting space rents and operational expenses are discussed.

II. RESPONSIBILITIES

A. COMMANDER NAVAL FACILITIES ENGINEERING COMMAND

COMNAVFACENGCOM formulates construction and repair programs and establishes policy and procedural guidance for the operation of mobile home parks.

B. MAJOR CLAIMANTS

The cognizant major claimant ensures that field activities manage mobile home parks within the scope of operating guidelines.

C. ENGINEERING FIELD DIVISIONS

EFDs review and approve rents and charges, validate requirements, provide funding, conduct on-site reviews, and provide policy and procedural guidance to field activities.

D. FIELD ACTIVITIES

Field activities operate and maintain mobile home parks, determine and collect rents and charges, and issue local directives that implement management and maintenance policies.

III. ESTABLISHMENT OF MOBILE HOME PARKS

A. PROGRAMMING AND CONSTRUCTION

Requirements for mobile home parks are determined by surveys and market analyses that gather data on mobile home park requirements and assets when local community facilities are clearly not adequate. The analyses identify any private sector plans for developing additional mobile home spaces within the commuting area.

Projects are programmed in annual and 6-year family housing construction programs. Chapter 20 provides guidance on the preparation, submission and approval of mobile home park revitalization projects in the same manner as for family housing facilities. Local construction costs and requirements of the particular installation will generally establish the scope and type of facilities provided. Amenities such as patios, storage units, laundry buildings, and community buildings are provided as funding allows.

B. MOBILE HOME STANDARDS

1. Mobile home spaces, or pads, are subject to the make-ready, check-in, pretermination, and termination inspections discussed in chapter 18.

2. The minimum mobile home size of 10' wide by 40' long precludes camping trailers and other temporary accommodations from being placed on a government pad for use as a permanent home.

3. Member-owned mobile homes already located in government mobile home parks will require annual safety certification inspection when older than 15 years. Inspection results will be provided to the housing authority. Placement of mobile homes over 15 years old will not be made without specific housing authority approval.

4. Mobile homes placed on a government site will, at minimum, meet local and state health and safety regulations. Mobile home condition requirements and maintenance standards must be developed and published by the activity. Standards must address specific age and condition restrictions, inspection procedures and the requirements for compliance. Consequences of non-compliance should be clearly stated.

5. Hard-wired smoke detectors, in accordance with fire safety regulations, are required and must be installed at the tenant's expense in all mobile homes located on Navy property.

In addition, to reduce risks of carbon monoxide poisoning, all mobile homes that utilize carbon based fuels to provide heating, domestic hot water; cooking or clothes drying must have a tenant-provided carbon monoxide (CO) detector. Compliance will be verified during the check-in inspection. Mobile homes are subject to the same fire safety inspection schedule as government-owned family housing assets.

IV. MANAGEMENT OF MOBILE HOME PARKS

A. APPLICATION

Personnel desiring space in a mobile home park must provide an application package to include a completed DD Form 1746, "Application for Assignment to Housing". Upon application for a mobile home space, prospective tenants will be provided information about the activity's mobile home standards, restrictions, site amenities and waitlist procedures.

B. ASSIGNMENT

1. A pad or space in a government-owned park is assigned from a consolidated waiting list. The mobile home that is placed on the pad is the personal property of the military member.

2. Ownership of a mobile home is not required at the time of application. Prior to space assignment, however, the member must provide proof of ownership, year of manufacture, a professional condition inspection, and certification of compliance with safety and sanitation requirements. These inspections must be arranged and paid for by the owner. Any discrepancies noted on the professional, industry-recognized certification inspection must be corrected prior to moving in to the park. Copies of the above documents must be provided to the housing office and become a part of the tenant's record.

3. The occupancy of each mobile home space is by a contractual agreement that establishes rental conditions. Renewable annually, the contract must be amended with each rental cost or condition change. A sample "Agreement for Occupancy of Mobile Home Space for Privately Owned Mobile Home on Navy Land", which should be customized to fit local circumstances, is provided as Figure 13-1.

4. Any necessary utility or service connection charges associated with the set up of the mobile home are tenant responsibility whether performed by station forces or by the utility company. The housing authority will provide specific instructions when the member requests assignment to the mobile home park.

C. TERMINATION

1. Assignment to a mobile home space will terminate under the same conditions as those listed in the OPNAVINST 11101.13 series or when the member commences a permanent change of station move after selling or moving the mobile home. Assignment will also be terminated and eviction proceedings started when, after appropriate notice, safety or aesthetic discrepancies documented for the home are not corrected.

2. Mobile homes cannot be moved into the park without the specific approval of the housing authority. Each mobile home must be maintained to comply with local and state law. To remain on government property, it must be kept in a good state of repair, painted and neat. Any home that does not meet standards must be removed from the park.

3. Resale of a mobile home which is to remain on a Navy mobile home pad may be authorized after a professionally certified safety and sanitation inspection is completed and when the home is in compliance with all other requirements. Should the home fail inspection, the seller will be required to correct discrepancies or remove the mobile home from the park. Resale of a mobile home does not include the rental space. Unless the new owner's application has reached the top of the waiting list, he/she may be required to move the mobile home out of the park at their expense.

4. When vacating a mobile home space, tenants must properly dispose of their mobile home. They shall also correct any deficiencies noted in the pre-termination inspection, leaving the area ready for re-occupancy.

5. All costs incurred by the government in moving an abandoned mobile home from the park will be charged to the tenant. In the absence of a rental payment, the home will be considered abandoned when not occupied by the assigned military member for a period of 30 days. Arrangements to declare the home abandoned property and to remove it from the site should then take place.

D. TENANT RELATIONS

1. Applicants should be made aware of all condition restrictions, inspection procedures and compliance requirements before their name is placed on the waiting list. While on the waiting list, tenants will be provided clear, concise instructions concerning the proper care and use of mobile home parks and assigned spaces. They should also receive a station Resident Handbook and any other information provided to residents of family housing. Park regulations should address tie-down requirements, skirting, alterations, privately owned storage sheds, patios, screened porches, fencing, grounds care, recreation areas, parking, maintenance, services, pets, self-help, safety certifications, etc.

2. Tenants will also be informed, prior to assignment, of procedures for the monthly collection of rents and charges and of the services included in the rent. They must be notified in writing of any monthly rental increases/decreases at least 60 days before the change is effective.

3. Since the costs for major repairs and improvement are included in the rental of mobile home pads, care should be taken to involve tenants in planning renovations and major repairs.

4. The tenant is responsible for personal telephone and cable bills as well as connection and installation charges. Tenants will also pay for any utilities provided solely to their home.

E. RENTS AND CHARGES

1. Charges for Military Members. Charges for mobile home spaces occupied by privately owned mobile homes shall:

(a) Recover the cost of day to day maintenance, services, and utilities;

(b) Amortize the cost of construction of the facility;

(c) Amortize the cost of major repairs and improvements.

2. Charges for all other tenants. When mobile home spaces are provided to non-military personnel and their families, full fair market rental value and other appropriate charges will be collected in accordance with OPNAVINST 11101.42.

3. Services. Tenants are responsible for all personal services to include telephone and cable.

4. Security deposits. The local housing authority will determine if security deposits are required. An amount equal to rent plus all other estimated charges for one month, may be collected for mobile home spaces operated on a cash collection basis, when utilities or other charges are not paid in advance.

F. ESTABLISHING SPACE RENT

1. Determining Space Rents. The monthly rental charges, established to recoup all government expenditures, represent the Navy's cost of doing business. An audit trail, established to provide documentation of all charges, must include sufficient records to validate that all funds expended by the government are recouped from the tenants. Each charge comprising the monthly space rental should be separately identified on the rental billing.

a. Facilities Costs Included in Space Rental.

(1) Construction cost is amortized over a 25-year period by dividing the original cost by 300 (25 years X 12 months) and by the number of mobile home pads.

(2) Major repair and improvement costs are appropriately amortized over 25 years. This work benefits all tenants of the park and adds value to the property. Repairs to existing property, such as a fence, is an annual maintenance cost, but replacement and upgrading of the entire fence would be a major repair and should be amortized. If there is doubt about whether to amortize the cost, guidelines used by the private sector for items to be depreciated should be used.

(3) As construction and repair or improvement costs are fully recovered (25th year from expenditure) the amount included in the space rental should be reduced accordingly.

(4) Costs for minor repairs to the existing property and common facilities should be recouped in the year in which they are incurred or no later than the following fiscal year. These costs should be expensed annually, not amortized over 25 years. The charges, which might include replacement of one concrete slab or repairs to several, but not all, should be determined during the annual rental review and included in the next year's rental charge.

b. Operating Charges included in Space Rental.

(1) Monthly charges will repay ordinary costs to the government for services, project management, and maintenance of common area utilities, common grounds, streets, and other real property serving the mobile home park exclusively.

(2) Individual home utilities may be metered at each space or metered at the park boundary. If master metered, utilities will be prorated to

tenants, based on the cost to the government. If utilities are not metered, consumption may be computed by engineering estimate according to the services provided. Charges for each utility must be separately identified in the monthly space rental bill.

2. Rate Changes. Annually, a detailed review of existing amortized charges and projected operating costs, using current prices, will be made. As appropriate, a recommendation for continuing existing charges or a request for rental increases or decreases will be forwarded to the EFD and major claimant in the annual budget submission. When a rate change is approved, the tenant must be given a minimum of 60 days advance written notice prior to the effective date. Any revised rental charges should be effective 1 October of the calendar year in which the rent review occurs.

3. Formula. The formula for determining monthly rents and charges for mobile home spaces is shown in Figure 13-2.

G. REPAIR AND IMPROVEMENT PROJECTS

Chapter 20 procedures for repair and improvement projects are applicable to mobile home parks. Projects for the improvement of existing facilities are developed to meet established standards and must use the whole-site concept.

V. FINANCIAL PROCEDURES

A. RENTS AND CHARGES

1. The field activity designated collection agent is responsible for the collection of rents and other charges.

2. Each transaction will be recorded to establish a formal audit trail.

3. Rents and charges are due on the first day of the month; however, the activity may establish a grace period not to exceed 10 working days.

4. A 30-day month will be used as the standard rental period regardless of the number of days in a calendar month. To standardize charges and refunds for tenants who move onto or vacate mobile home spaces during the month, a pro-rata charge and refund schedule will be developed using the 30-day basis. Tenants will be charged for the first day of occupancy, but not for the day they vacate quarters.

5. The tenant is liable for loss of or damages to government property.

6. If the field activity requires all tenants to pay a security deposit, the security deposit will remain in a suspense account until the tenant satisfactorily vacates the mobile home space. The deposit is to pay for possible loss of or damage to government property or to cover delinquencies. No other charges are authorized against it except for the final refund upon termination.

7. Should the security deposit be insufficient to reimburse the government for loss or damage to government property or to cover delinquent rent, pay checkage is authorized.

a. Voluntary. The tenant may voluntarily consent to pay checkage after loss or damage costs have been established.

b. Involuntary. Residency in a government-owned mobile home park is on a lease agreement basis. In cases where the tenant does not voluntarily pay for damages, pay checkage processing shall be conducted within the guidelines and procedures established by the Judge Advocate General.

B. RECORDS

Care must be taken to ensure that an audit trail is established for every financial transaction and for crediting receipts from rents and charges. The records should be available for examination at any time.

SAMPLE

Agreement for occupancy of mobile home space
PRIVATELY OWNED MOBILE HOME ON NAVY LAND

DATE _____

THIS AGREEMENT, by and between the United States of America, herein called the "Government" and
 <Rank> <First Name> <Last Name> <Service>, <Command Address> , herein called "Tenant"

1. For purposes of this agreement the particular items below are identified, as follows:

MOBILE HOME PARK: <Name and location>		
RENTAL SPACE <Mobile Home Space Address>		
AGREEMENT	MONTHLY RENTAL	Additional Charges for utilities and service in accordance with attached schedule dated:
EFFECTIVE DATE	CHARGE	

Checks should be made payable to the Treasurer of the United States
 Payment should be made to: ADDRESS

2. Subject to the following terms and conditions, the Government hereby grants Tenant the exclusive right to use and occupy that portion of the _____ Mobile Home Park comprising rental space #_____, together with a right to use, in common with other tenants, all Government facilities located within and serving the park. Such right shall continue from and after the agreement effective date through the last day of the calendar month and thereafter on a calendar month basis until this agreement shall be terminated pursuant to its provisions.

3. For rental of the space, the Tenant will pay the Government monthly, in advance, \$_____ per month; Provided, that, if the effective date of the agreement is other than the first day of a calendar month, the initial payment thereof shall be reduced by one-thirtieth (1/30) for each day of the month prior to the agreement effective date. Tenant will also pay the Government promptly when due, all charges for utilities and services furnished by the Government in accordance with the attached schedule of additional charges which specifies items to be furnished, the amount and basis of charges and the due date for payment thereof. Tenant will make all payments due to the address noted above.

4. Required Government review of rental charges may result in changes. Tenant will receive a minimum of 60 days advance written notice prior to the effective date of the rate change.

5. Tenant will only use the space to park one privately owned mobile home to be used as a private residence for Tenant and family members as defined in OPNAVINST 11101.13 series. The Tenant shall not assign this agreement, nor allow any other person to reside on the rental space without the Government's prior written consent and approval.

6. Tenant will not do or permit anything to be done on the rental space, or bring or keep anything thereon, which will in any way constitute a fire hazard, or violate any rules and regulations relating to fire prevention, or do or permit to be done on the rental space any illegal or criminal acts.

7. Tenant has examined, knows and accepts the condition and state of repair of the rental space and of the park, and acknowledges that the Government has made no representation concerning such condition or state of repair, nor any agreement or promise to alter, improve or adapt same.

8. Tenant will assist and cooperate with the Government in the care and maintenance of the rental space and will promptly notify the Government in event of any damage or need for repair of facilities furnished.

9. Tenant will make no alternations whatever to the rental space or to the Government property thereon or erect any buildings, structures, or fences of any kind thereon without the prior written approval of the Government, and then only subject to the conditions of such approval, which may include obligations for removal and restoration upon termination of this agreement.

FIGURE 13-1

Mobile Home Space Occupancy Agreement

10. Tenant, tenant's family, and guests, will at all times conduct themselves in a proper manner with due regard for other residents of the park and will comply with all rules, regulations, and policies presently established or hereafter promulgated by the Government, including those relating to conditions of eligibility for continued occupancy of rental space within the park, and to safety and sanitation.
11. Tenant will promptly report to the Government any change in his personal circumstances which may affect his eligibility for continued occupancy of the rental space under general eligibility regulations established for the park. Items to be reported shall include, but not be limited to, any change in occupational status and any change in family composition, including any change in marital status.
12. If any deliberate or negligent act or omission by Tenant, or any of Tenant's family or guests shall result in any damage to or loss or destruction of any Government property which is part of the park or the rental space, Tenant shall promptly repair or replace such property, or pay the Government an amount of money sufficient to compensate it for the loss or damage sustained, as the Government shall elect and determine.
13. Tenant will permit Government access to the rental space at all reasonable times for any purpose not inconsistent with Tenant's quiet use and enjoyment thereof, including, but not limited to, for purposes of inspection and repair.
14. Either party may terminate this agreement at any time upon not less than 30 days written notice to the other party; Provided, however, that, if a Tenant is transferred to another duty station outside the locality upon short notice, Tenant may terminate by such shorter written notice to the Government as may be prescribed by local regulation under such circumstances. In the event of termination under this paragraph, other than on the last day of a calendar month, the Government shall refund to Tenant for each remaining day of the calendar month, one-thirtieth (1/30) of the total amount of monthly charges paid in advance, less the amount due and owing thereunder for any utilities and services furnished, determined in accordance with the schedule attached hereto; Provided, Tenant shall have fulfilled all of his obligations under this agreement.
15. Prior to termination of this agreement, Tenant shall satisfy the removal and restoration obligations imposed as conditions of all approvals of alterations, improvements, structures, fences, and fixtures granted to Tenant under paragraph 9. Upon such termination, Tenant shall quietly and peacefully vacate the premises and surrender the rental space and each item of Government property thereon to the Government in good order and condition except for reasonable wear. His/her personally owned mobile home will be sold or removed from the park prior to clearance by the Government.
16. The Government shall have the additional right to terminate this agreement and all rights of Tenant hereunder, without any advance notice whatsoever, at any time Tenant shall fail to pay any charges due and owing under paragraph 3, or shall violate any other condition of this agreement. Upon such termination, the Government, or its designee(s), shall have the right, without legal proceedings, to take possession of the rental space and dispossess Tenant and his property, forcibly if necessary, without being guilty of any manner of trespass and without prejudice to any other remedy available to the Government for breach of agreement conditions. Tenant hereby expressly waives any and all notice of default or demand for repossession, together with all rights to refund of any portion of any charges paid in advance, in the event of any termination under this paragraph.
17. Failure of the Government to insist upon performance of any of the terms or conditions of this agreement, in any one or more instances, shall in no event be construed as a waiver or relinquishment of its right to future performance, thereof, and Tenant's obligations to such future performance will continue in full force and effect.
18. The tenant will install fireproof skirting completely around the mobile home within 30 days of placing his/her privately owned mobile home on the rented space. It is the tenant's responsibility to provide the Housing Office and the Fire Department proof that the skirting is composed of fireproof material. The tenant agrees to call the Fire Department (ph: -) to schedule a fire safety inspection within 14 days of occupying the space. The mobile home must be equipped with a hard-wired smoke detector and a carbon monoxide (CO) detector. All state and local safety and health regulations must be observed. Kerosene heaters are not permitted under any circumstances; fireplaces must be inspected and certified as safe by the Fire Department before they can be used.

FIGURE 13-1 (Continued)
Mobile Home Space Occupancy Agreement

19. The tenant acknowledges receipt of the Family Housing Handbook and understands that it is his/her responsibility to thoroughly read and comply with all instructions it contains. It is further understood that this compliance includes amendments and changes issued from time to time by the Housing Authority.

20. In the event of failure to make rental payments by the _____ calendar day of each month, the tenant authorizes his/her Disbursing Officer to check his/her pay account for any unpaid rent, utilities, and/or other charges.

21. The tenant acknowledges his/her mobile home cannot be sold without an appropriate safety certification. In addition, he must provide the Government a statement that the prospective buyer understands that the mobile home may not remain in the park unless the buyer's assignment application has reached the top of the waiting list.

IN WITNESS WHEREOF, the Government and Tenant have duly executed this agreement below.

EXECUTION BY TENANT

Signature

Date

EXECUTION FOR AND ON THE BEHALF OF THE GOVERNMENT of THE UNITED STATES OF AMERICA

BY _____

Date _____

By direction of the _____
(Housing Authority)

FIGURE 13-1 (Continued)
Mobile Home Space Occupancy Agreement

Formula for Determining Monthly Rents and Charges for Mobile Home Spaces

FORMULA: $\frac{a}{300} + \frac{b + c}{d} = \text{monthly rent and charges}$

monthly rent + charges = Space rent, common area utilities*, services, operation, maintenance, and project management

Where: a = initial cost of construction + subsequent major repair or improvement projects

b = total number of spaces

c = cost of common utilities, services, operation, maintenance, and project management

d = projected average number of occupied spaces

300 = amortization period of 25 years (12 months x 25 years)

* Those utilities metered at each space for individual home use are tenant responsibility and are not included in the formula.

FIGURE 13-2
Rents and Charges Formula