

IN THE COSHOCTON COMMON PLEAS COURT  
COSHOCTON COUNTY, OHIO

Virginia Oldaker

Plaintiff,

v.

Warsaw Park Place, LLC

Defendant.

) Case No. 2020 CI 0289  
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**FINDINGS OF FACT AND  
CONCLUSIONS OF LAW**

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This matter came before the Court for trial on Plaintiff's Complaint for Declaratory Judgment and Defendant's Counterclaim for Forcible Entry and Detainer. The parties submitted a joint statement of Stipulated Facts on January 4, 2021. The court heard additional testimony and argument from the parties on January 14, 2021. Based on the evidence submitted and arguments presented, the Court hereby makes the following FINDINGS OF FACT and CONCLUSIONS OF LAW.

**FINDINGS OF FACT**

1. Plaintiff Virginia Oldaker has been a resident at Warsaw Park Place since December 16, 2008.
2. Oldaker signed "Month to Month Rental Agreement" to rent a lot in the park.
3. Oldaker owns her mobile home that sits on the rented lot.
4. Oldaker is an "owner" as that term is defined in R.C. 4781.01(U).
5. Oldaker is a "resident" as that term is defined in R.C. 4781.01(V).

6. Warsaw Park Place is a limited liability company that owns the manufactured home park at issue in Warsaw, OH.
7. Cheryl Jones is a part owner and manager of Warsaw Park Place, and testified to the history of the manufactured home park as well as the general day-to-day operations.
8. Jones presented as an honest and conscientious manufactured home park owner and manager. She takes pride in Warsaw Park Place, and has made great effort to abide by the letter of the law in dealing with residents.
9. At the advent of Oldaker's lease with Warsaw Park Place, Jones spent time with Oldaker explaining the differences between a one year lease and a month-to-month lease.
10. Oldaker chose a month-to-month lease.
11. Warsaw Park Place is a state-licensed "park operator" as that term is defined in R.C. 4781.01(M).
12. There are forty-nine (49) manufactured home park lots available at Warsaw Park Place.
13. Twenty-three (23) of the manufactured home park lots at Warsaw Park Place are vacant, and twenty-six (26) of the manufactured home park lots are resident occupied.
14. All twenty-six (26) of the resident-occupied manufactured home park lots are being rented under a month-to-month lease.

15. On September 30, 2020, Warsaw Park Place served Oldaker with a written a Notice to Leave Premises with grounds of “cancellation of month-to-month tenancy.”
16. On November 4, 2020 Warsaw Park Place served Oldaker with a Notice to Leave the Premises with grounds of “holdover tenant.”
17. On November 3, 2020, Oldaker filed her Complaint in this Court.
18. On November 13, 2020, Warsaw Park Place filed a Forcible Entry and Detainer action (“FED”) against Oldaker in the Coshocton Municipal Court, which was transferred to this Court and certified.
19. The basis stated in the FED is failing to leave at the conclusion of the contract and non-payment of rent; however, the parties have stipulated that Oldaker is current on her rent. Therefore, issues surrounding the alleged non-payment are not before the Court.

### **CONCLUSIONS OF LAW**

The issue before the Court is whether a month-to-month mobile home park residency can be terminated with a 30-day notice without cause.

Oldaker’s residency is governed by R.C. 4781 (Manufactured Homes), formerly cited as R.C. 3733. R.C. 4781.37(A)(3) states that a park operator may bring an action under R.C. 1923 if “[t]he resident is holding over the resident’s term.” However, R.C. 4781.37 does not detail how a resident’s lease can be terminated. R.C. 4781.45 sets forth one way a park operator may terminate a resident’s lease. Lease termination is a necessary first step to render a resident as a “holdover.”

In *Schwartz v. McAtee*, the Supreme Court of Ohio held that:

[A] tenant in a manufactured home park cannot become a holdover tenant unless: (a) he fails to fulfill an obligation imposed by R.C. 3733.101, provided it materially affects health and safety; (b) the park operator gives the tenant written notice of noncompliance in accordance with R.C. 3733.13; and (c) the tenant fails to remedy the noncompliance by the date specified in the notice which shall not be less than thirty days.

22 Ohio St. 3d 14, 488 N.E.2d 479, 483.

Defendant Warsaw Park Place argues that the Ohio General Assembly responded to *Schwartz* with the addition of (A)(3) ("The resident is holding over the resident's term.") to R.C. 4781.37. The Court has searched the legislative history of R.C. 4781.37, and cannot find such a result.

After *Schwartz*, the legislature added "manufactured home park residents" to R.C. 1923.02(A)(1) and changed the language of R.C. 4781.37 from "tenant" to "resident." Am.Sub.H.B. No. 495, 4612 (eff. 2-25-87). There is nothing in these changes, or the subsequent amendments to the statute, that support the contention of Warsaw Park Place.

If the legislature had intended to allow a park operator to be able to terminate a resident's lease without cause, they could have enacted a statute parallel to R.C. 5321.17 which specifically allows for the termination of a month-to-month tenancy with thirty days written notice and without the need for cause to do so. They did not do so with the 1987 changes to R.C. 4781 and they have not done so since. It is notable that R.C. 5321 and R.C. 4781 are essentially identical in the rights and obligations provided to the parties, but for the omission of a parallel statute in R.C. 4781 providing for a termination of periodic tenancies as in R.C. 5321.17. *May v. Sampsel*, 5<sup>th</sup> Dist. Knox

No. 06-CA-000034, 2007 WL 1651851, 2007-Ohio-2805, ¶¶ 20, 35 (holding that a mobile home park owner must establish grounds for evicting under 4781.37(A)(1)-(5) and application of R.C. 5321.17 was incorrect); *See also, Courts v. Buckeye Lake Estates Mobile Home Park*, 5<sup>th</sup> Dist. Licking No. No. 01-CA-00121, 2002 WL 1299838, 2002-Ohio-2889, citing *Cooper v. Curtis*, 5<sup>th</sup> Dist. Stark No. CA-8378, 1991 WL 147797 (July 22, 1991).

The safeguards of R.C. 4781.45 are intended to provide greater protections to manufactured home residents, whose “mobile” homes are not as mobile as the name would suggest. *Cooper*, 1991 WL 147797, at \*1. R.C. 4781.45 balances the resident’s need for long-term stability with the park owner’s interest in managing their land. After all, R.C. 4781.45, allows a park operator to give a 30-day notice for material violation of park rules to terminate a resident’s lease. *Thompson v. KMV II, Ltd.*, 11<sup>th</sup> Dist. Portage No. 2001-P-0125, 2003-Ohio-1096. A resident who cannot follow park rules gets a reasonable opportunity to correct the issue, and if he cannot comply, he can be asked to leave.

The Court is concerned that the need for a material rules violation contradicts the ability of manufactured home park residents to enter into month-to-month leases. However, in attempting to navigate the complex and sometimes contradictory law of manufactured home parks in Ohio, the Court must find in favor of Oldaker for the reasons set forth above.

Warsaw Park Place did not terminate Oldaker's lease pursuant to the requirements of R.C. 4781.45. Therefore, Oldaker cannot be considered a holdover tenant and cannot be evicted under R.C. 4781.37(A)(3).

Based on the foregoing, this Court GRANTS Plaintiff's request for a Declaratory Judgment and finds that a month-to-month mobile home park residency cannot be terminated without cause and DISMISSES the Defendant's counterclaim for Forcible Entry and Detainer.

Each party shall bear their own court costs in this action.

**IT IS SO ORDERED**

  
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Robert J. Batchelor, Judge

cc: Counsel of Record