

fact that the MHPTA does not enumerate end of lease term as a grounds for eviction in section 27-47-530. Defendant argues that the legislature's failure to include end of lease term as a specific ground for eviction indicates that the legislature did not intend a landlord to be able to terminate a tenancy based on end of lease term. However, section 27-47-530(A)(8) allows for an eviction based on any "other reason sufficient under common law." Moreover, section 27-47-110 states: "The provisions of the Residential Landlord Tenant Act in Chapter 40 of Title 27 shall apply to tenancies in manufactured home parks if such application is not inconsistent with or contrary to the provisions of this chapter." Section 27-40-770(b) of the Residential Landlord Tenant Act ("RLTA") provides that a "landlord or [a] tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty days before the termination date specified in the notice." As section 27-47-110 applies the RLTA to tenancies in manufactured home parks to the extent that the RLTA is not inconsistent with or contrary to the MHPTA, the court finds as a matter of law that section 27-40-770(b) applies to this tenancy⁴ and that even when viewing these facts in the light most favorable to Defendant, there is no genuine issue of material fact that Plaintiff issued to Defendant, through the March 17, 2020 email, a written 30-day notice terminating the tenancy.

A second basis of Defendant's opposition to this motion rests on section 27-47-220 of the MHPTA, which states: "Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performances or enforcement." Defendant argues that certain emails from Plaintiff to Defendant during the course of the tenancy (which relate to numerous issues, including but not limited to potential rent increases) evidence bad faith on the part of Plaintiff in his motives for seeking an eviction based on end of tenancy.⁵ However, the MHPTA does not specify what remedy, if any, applies in instances where landlord acts in bad faith in seeking an eviction.⁶ This court finds, as a matter of law, that an absolute bar to eviction is not the appropriate remedy for any actions taken by Plaintiff that are alleged to be in bad faith and in violation of section 27-47-220.

For these reasons and as further set forth in the hearing on this motion, it is, therefore, ordered and adjudged that Plaintiff's Motion for Summary Judgment is **granted**. Plaintiff may seek the Writ of Ejectment on or after July 24, 2021⁷.

Dated: July 19, 2021



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⁴ In opposition to Plaintiff's Motion for Summary Judgment, Defendant renewed his arguments presented at the July 6, 2021 hearing in their entirety, which the court accepted.

⁵ See Defendant's Response to Plaintiff's Motion for Summary Judgment, ¶9.

⁶ Whether or not Plaintiff acted in bad faith, thereby violating his duty under section 27-47-220, is a matter of fact. However, it is a matter of law as to what remedy applies to any alleged breach of section 27-47-220. This court makes no findings of fact as to whether Plaintiff acted in bad faith.

⁷ The court issued its ruling on Plaintiff's Motion for Summary Judgment at the conclusion of the hearing on July 14, 2021 and now issues this written order memorializing such ruling.