

VERMONT SUPERIOR COURT  
Washington Unit  
65 State Street  
Montpelier VT 05602  
802-828-2091  
www.vermontjudiciary.org



CIVIL DIVISION  
Case No. 22-CV-01154

**Yves Cotnoir v. Louise Lane**

## **ENTRY REGARDING MOTION**

Title: Defendant's Motion to Dismiss (Motion: 2)  
Filer: Louise Lane  
Filed Date: July 11, 2022

The clerk shall schedule a motion hearing.

**In this residential eviction action, Plaintiff Yves Cotnoir seeks to evict Defendant Louise Lane for no cause from a mobile home owned by the Plaintiff and located on Lot 16 of the Pleasant View Mobile Home Park on South Barre Road in the Town of Barre. Presently before the Court is the Defendant's motion to dismiss the complaint for the following reasons: (1) Because the Defendant lives in a mobile home park, Plaintiff is precluded by statute from evicting her for no cause; (2) Plaintiff failed to attach to his complaint a copy of any written lease with the Defendant, even though mobile home park owners are required to have written leases with their tenants; and (3) Plaintiff did not include a blank answer form with the summons as required by the civil rules. Plaintiff opposes the motion and asks the Court to either deny it outright or set it for a hearing.**

**Rule 4(b) of the Vermont Rules of Civil Procedure clearly required the Plaintiff to serve a blank answer form upon the Defendant. Defendant claims that no such form was served upon her by the sheriff, but the sheriff's return of service, which is on file with the Court, states otherwise. The deputy sheriff who signed the return checked the boxes on the form corresponding to the documents that he or she served on the Defendant, and the box for the answer form is checked. Therefore, it appears that Plaintiff complied with Rule 4(b). Defendant's motion to dismiss the complaint for failure to comply with Rule 4(b) is denied.**

**By statute, "[a]ll terms governing the use and occupancy of a mobile home lot shall be contained in a written lease." 10 V.S.A. § 6236(a). In addition, "[a] leaseholder may be evicted only for nonpayment of rent or for a substantial violation of the lease terms of the mobile home part, or if there is a change in use of the park land or part thereof or a termination of the mobile home park, and only in accordance with the ... procedure [set forth in subsections (1)-(4)]." Id., §6237(a). Mobile home park owners may not evict tenants for no cause.**

Defendant argues that Plaintiff's complaint must be dismissed because Plaintiff owns the mobile home park, he cannot evict the Defendant or any other tenant for no cause, and he failed to attach to his complaint a copy of his lease with the Defendant. In his opposition, the Plaintiff asserts that he had no duty to attach a written lease to his complaint because his lease with the Defendant is oral, not in writing. In addition, Plaintiff contends that §6237(a), which forbids no cause evictions, does not apply to him because, although he owns the mobile home that the Defendant is leasing, he does not own the mobile home park. In support of this contention, Plaintiff has filed with the Court a copy of a warranty deed by which he claims that he and his wife recently conveyed the mobile home park to an entity named Pleasant View Properties, LLC.

If the Plaintiff is not the mobile home park owner, then he is correct in his assertion that the statutory prohibition against no cause evictions of park residents does not apply to him. *See Id.*, §6237(d) ("This section shall apply only to evictions undertaken by the park owner. Evictions of a mobile home resident by a mobile home owner who is not the park owner shall be governed by [a different set of statutes]."). Although the Plaintiff may have owned the mobile home park at the time he entered into his lease with the Defendant, he contends that his recent warranty deed conveying the mobile home park to Pleasant View Properties, LLC proves that he is not the park owner now. Therefore, he contends that he is not required to have a written lease with the Defendant and may evict the Defendant for no cause.

Plaintiff's recent conveyance of the mobile home park to Pleasant View Properties, LLC does not necessarily mean that he is no longer the "park owner." That term is defined by statute as follows:

"Mobile home park owner" or "park owner" means the owners, operators, officers, or managing agents of a mobile home park as well as any person acting through any corporate or other device who has the practical authority to establish rules, policies, or other requirements for the operation of the mobile home park. The term shall not include a stockholder for a corporation owning stock in a mobile home park unless such stockholder has a controlling interest in the corporation and has the practical authority to establish rules, policies, or other requirements for the operation of the mobile home park.

*Id.*, §6201(7). Thus, the Plaintiff may qualify as the "park owner" despite his recent conveyance of record title to the park to a limited liability company, and, if he is the "park owner" within the meaning of this statute, then he cannot evict the Defendant for no cause.

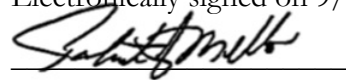
The Defendant, in her Reply to Plaintiff's Opposition," indicates that she had been unaware of the Plaintiff's recent conveyance to Pleasant View Properties, LLC until she received his opposition to her motion. The Defendant goes on to say, "I now understand that the Plaintiff set up an LLC as his alter ego, and sold his interest to the LLC, where he is also its principal, for \$1" (*Id.*, p. 1). Defendant adds, "It seems to be a business structure

**designed to deprive tenants of the mobile home park the protections of Title 10” (Id.). Plaintiff objects Defendant’s factual assertions, noting that they are unsupported by any affidavit. That is a fair objection. The Court notes, however, that the Plaintiff is also making factual assertions unsupported by any affidavit.**

**An evidentiary hearing will be needed to determine whether the Plaintiff is a “park owner” within the meaning of 10 V.S.A. § 6201(7). If he is, then the Defendant’s motion to dismiss will have to be granted because park owners cannot evict their tenants for no cause. If he is not, then an evidentiary hearing will still be needed to determine whether the parties had a written lease. This is because, if Plaintiff is not a park owner, then this eviction action will be governed by 12 V.S.A. § 4852, which requires that “[a] copy of the rental agreement, if any, and any notice to terminate the defendant’s tenancy shall be attached to the complaint.”**

**The parties have 60 days to conduct discovery on the question whether the Plaintiff is a “park owner” within the meaning of 10 V.S.A. § 6201(7). The clerk will please set the motion to dismiss for a 90-minute evidentiary hearing after November 15, 2022.**

Electronically signed on 9/11/2022 3:05 PM, pursuant to V.R.E.F. 9(d)



Robert A. Mello  
Superior Judge