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Selling a Manufactured Housing Community in Massachusetts is Not Straightforward

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While manufactured housing communities (a/k/a mobile home parks) remain an often overlooked alternative in both housing and real estate investment, owners should not mistake their low profile for lighter regulation; Massachusetts law imposes significant obligations that must be satisfied before a park can be sold. Failure to comply with these requirements can expose both buyers and sellers to substantial liability. Below, we outline the key provisions every park owner should understand.

Notice Requirements When Listing a Park for Sale

The moment a manufactured housing community is listed, advertised, or otherwise publicly offered for sale, the clock starts running. Under M.G.L. chapter 140, § 32R, within 14 days of that initial listing, the owner must send a written notice to all residents by certified mail. Copies of the same notice must simultaneously be provided to the Attorney General, the Secretary of Housing, and the local Board of Health. The notice must include a statement that the property is for sale and an explanation of tenant rights under section 32R. Importantly, this notice must be delivered at least 45 days before the closing of any sale. These same requirements apply where the owner proposes to lease all or part of the land on which the community is located.

When a sale would result in a change of use or discontinuance of the community, the owner must notify each resident by certified mail of any bona fide offer the owner intends to accept. For all other sales or leases (other than leases of individual lots to residents) the owner is required to provide notice of the offer only if more than 50% of the tenants, or an incorporated homeowners' association representing more than 50% of tenants, has previously notified the owner in writing of their desire to receive such information.

The notice must disclose the purchase price, calculated as a single lump sum reflecting the present value of any installment payments and promissory notes, together with all material terms and conditions of the offer.

Right of First Refusal and Tenant Purchase



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If 51% or more of the community's tenants who are entitled to notice of a bona fide offer mentioned above form an association, they may exercise their right of first refusal to purchase the property. The association has 45 days from receipt of the bona fide offer notice to submit a purchase and sale agreement on substantially equivalent terms. Once the agreement is executed, the association has 90 days to obtain a binding financing commitment, followed by an additional 90 days to close the transaction. In total, tenants may have up to 225 days to match and complete the purchase.

Additional Protections for Change of Use

Where a sale would lead to the closure or redevelopment of the community, additional protections apply. The owner must provide residents with a minimum of two years' advance notice. During that period, the owner is required to conduct an annual survey of alternative housing options within 100 miles and must compensate tenants for either their relocation costs or the appraised value of their homes. If the owner failed to provide proper notice under section 32R, the required notice period extends from 2 years to 4.

Violations of these statutory requirements constitute unfair and deceptive trade practices under Massachusetts law. Courts have the authority to impose liability on both the buyer and the seller and may order specific performance. Take away for the park owners: notify early, disclose all bona fide offers, and respect the statutory timelines. If you are considering selling a manufactured housing community, we encourage you to consult with experienced counsel to ensure full compliance with the law.

Disclaimer: This summary is provided for educational and informational purposes only and is not legal advice. Any specific questions about these topics should be directed to attorney [Yana Zheng](#).

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