



Dear Stewart Partners,

In this Mid-Week Update, we're covering the new Connecticut Standard of Title for Mobile Home Park Sales and a focused overview of joint tenancy in Connecticut. Also, in case you missed it, Stewart has launched a FinCEN AML resource page that is dedicated to everything you need to know about the upcoming rule regarding real estate transaction reporting requirements that will impact every state. A link to this site is below. In addition, Stewart's Sr. Regulatory and Compliance Counsel is presenting a webinar on the new rule on June 18. Take advantage of this early opportunity to gain understanding of the rule and how the reporting requirements will impact your business. A registration link is below.

Lastly, in case you missed it, we are republishing a link to a Special Alert issued for property in Rhode Island and distributed to issuing agents last week.

We hope this information proves useful and, as always, we are happy to answer any questions you may have on these topics.



**New CT Standard of Title for Mobile Home Park Sales** By: Frank Cammarano, Esq., Connecticut Underwriting Counsel

The Connecticut Bar Association's Standards of Title Committee has adopted a new Standard 31.7, addressing C.G.S. Secs. 21-70b and 21-70c, which provides that, if the owner of a mobile home park decides to sell the park, it must first be offered to an association primarily comprised of owners of mobile homes located in the park and/or those tenants of such mobile homes who are immediate family members of the owner (right of first purchase). The park owner may only enter into a contract to sell the park after offering it to such an association if the contract is subject to the mobile home owners' and tenants' right to purchase (right of first refusal). The new standard is part of Chapter 31, Parties in Possession and Leaseholds, of the Connecticut Standards of Title, since all mobile home parks consist of spaces or "lots" that are leased to the owners of mobile manufactured homes, who are thus tenants of the park owner.

The language of the new standard is as follows: **Standard 31.7 Mobile Home Owners' and Tenants' Right of First Purchase or First Refusal on Sale of Mobile Home Park:**

"Effective October 1, 2023, an association of owners of or tenants occupying a mobile home located in a mobile home park that is the subject of a sale, lease or transfer has a right of first purchase or right of first refusal under the conditions set forth in Secs. 21-70b and 21-

70c. Title to the land comprising such mobile home park is unmarketable unless and until such right has been exercised, has expired or is released.”

### **Key Provisions of Standard 31.7**

**Right of First Purchase and Right of First Refusal:** If a mobile home park owner decides to sell, the park must first be offered to an association of mobile home owners or their immediate family members. To exercise the right to purchase, mobile home owners must form an association representing at least 51% of the owner-occupants or owners whose homes are occupied by immediate family members. Associations have 180 days to purchase the park after notifying the owner of their interest. Additionally, the park owner can only enter into a contract to sell the park if it is subject to the mobile home owners' and tenants' right to purchase. The mobile home owners and tenants then have the right to match any bona fide offer made by another potential purchaser. Title to the land remains unmarketable until the right of first purchase or refusal has been exercised, expired, or released.

**Notice Requirements:** Owners of mobile manufactured home parks must notify residents at least forty-five days in advance of any intended sale, lease, or transfer of the park. For transactions occurring before October 1, 2025, the notice period is extended to sixty days. The notice must include details about the intended transaction, such as the terms and conditions, and any offers received. The notice must be given to all residents of the park or their representative association. These requirements ensure that residents have sufficient time to respond and potentially express interest in purchasing the park.

**Exemptions and Limitations:** The new rights and requirements do not apply to parks with fewer than fifteen lots or certain transactions involving immediate family members, gifts, transfers by operation of law or conveyances incidental to the financing of such park.

**Recording Agreements:** Any agreement for the sale of the park to the association must be recorded in the land records within 90 days of the last notice given.

The Standard 31.7 provides important guidance on the requirements of C.G.S. Secs. 21-70b and 21-70c. If you are engaged in a transaction related to the conveyance of a mobile home park, compliance with Standard 31.7 and C.G.S. Secs. 21-70b and 21-70c is critical to ensuring the conveyance of marketable title to the land. These measures are in place to protect the rights of residents of such a park and ensure they have a fair opportunity to respond to any intended transactions involving their park. To review both statutes, follow these links: [C.G.S. § 21-70b](#) and [C.G.S. § 21-70c](#).

The focus of this article has been Connecticut, however, every other New England state has regulations surrounding the sale of mobile home parks, which regulations include notice, and in some instances rights of first refusal. Compliance with these regulations is critical and insuring sales involving these parks can be complicated. If you have any questions, or need further details or guidance relative to insuring the title to any mobile home park sale in Connecticut or elsewhere, please reach out to the underwriting team at Stewart.



**Understanding Connecticut Joint Tenancy: Connecticut General Statutes Section 47-14b through 14d** By: David M. Piechota, Esq.,  
Connecticut Underwriting Counsel

This is the second article in a series of articles on the topic of Connecticut General Statutes 47-14 through 47-14k. This week's update provides a focused overview of joint tenancy in Connecticut, specifically as outlined in Connecticut General Statutes §§ 47-14b through 47-14d, with more insights to come in future issues covering General Statutes Sections 47-14e through 47-14k.

Connecticut law provides detailed statutory guidance regarding the creation, modification, and severance of joint tenancies. The statutes discussed below are critical to understanding how joint ownership may be affected by conveyances among joint tenants or to third parties.

It should be noted that Connecticut does not recognize a tenancy by the entirety, but because there are states that do recognize this type of interest, deeds conveying property to two parties as tenants by the entirety occasionally appear in the land records. According to Connecticut Standard of Title 14.4, "a conveyance of ... real property to two persons as tenants by the entirety creates a joint tenancy with rights of survivorship regardless of whether the grantees are in fact husband and wife and regardless of whether the deed describes them as such." The Standard notes that this rule applies to estates created after June 29, 1959, the effective date of the original version of 47-14a. Neither the statute nor the Standard applies to estates created prior to that date. For example, if there had been a deed recorded to two parties as tenants by the entirety in 1956, the two parties would have held the property as tenants in common and the decedent's interest would have passed to the decedent's heirs or devisees, and not in survivorship. Standard of Title 14.4, Comment 2.

**Sec. 47-14b. Conveyance or encumbrance by joint tenants.** Subject to the provisions of section 47-14e, joint tenants may, by an instrument executed by all of them, convey or encumber the estate they hold or any portion of it or interest in it in the same manner as if they held as tenants in common.

This statute states that two or more parties holding property as joint tenants can together convey or encumber any portion of the property they hold in the same manner as if they owned the property as tenants in common. The transferring of a portion of the property by all of the joint tenants does not sever the joint tenancy in any of the remaining property. (To view the entire statute, follow this link: [C.G.S. § 47-14b](#))

For example, if two persons holding title to multiple acres of land as joint tenants decide to sell a portion of the acreage out of the entire piece to a third party, the two grantors continue to hold the remaining acres as joint tenants.

**Sec. 47-14c. Conveyance by less than all joint tenants.** Except as otherwise provided in sections 47-14a to 47-14k, inclusive, a conveyance of any interest or interests in any joint tenancy by less than all of the joint tenants to a person or persons other than one of the remaining joint tenants severs the joint tenancy as to the interest or interests so conveyed and the grantee or grantees thereof shall hold the interest or interests as tenant or tenants in common with the remaining joint tenant or tenants. When there is more than one such remaining joint tenant, the conveyance does not alter the character of the tenancy or its incidents among the remaining joint tenants.

This statute addresses the scenario where less than all joint tenants convey or encumber an interest in the property. For example, if the property is owned by four parties as joint tenants in equal shares, and one of the parties conveys his or her interest to someone other than the remaining joint tenants (an unrelated third party), the transfer severs the joint tenancy as to the one-quarter interest conveyed to the grantee. The result of this transfer is that the grantee holds the transferred interest as a tenant in common with the remaining joint tenants. The transfer by one of the original joint tenants does not sever the joint tenancy among those co-tenants who are not involved in the conveyance. The three original joint tenants continue to hold the remaining three-quarters interest as joint tenants with right of survivorship. (To view the entire statute, follow this link: [C.G.S. § 47-14c](#))

**Sec. 47-14d. Conveyance to one joint tenant by others.** A release or other conveyance by all but one joint tenant to the one remaining joint tenant merges the entire estate in the releasee or grantee. When there is more than one such remaining joint tenant, a release or other conveyance by one or more joint tenants to all the remaining joint tenants makes the releasees or grantees joint tenants not only as to their former interests but also as to the interest or interests so released or conveyed, unless otherwise expressly provided in the release or conveyance. A release or other conveyance by one or more joint tenants to less than all the remaining joint tenants, or to some or all of the remaining joint tenants and a person or persons other than one of them, has the same effect as if the interest or interests so released or conveyed had been first conveyed to a stranger and by him conveyed to the releasees or grantees.

This section covers various permutations of joint tenants transferring their interest to one another. The legal effect depends on how many joint tenants remain and to whom the interest is conveyed.

The first part of the statute states the obvious result when one of two joint tenants conveys his or her interest to the other. In that case, the grantee becomes the owner of the entire estate.

Where one of the joint tenants conveys his or her interest to the rest, those remaining hold their former interests, as well as the interest just conveyed, as joint tenants unless something in the deed states something to the contrary. For example, where A, B, and C hold property in equal shares as joint tenants and A conveys all of his or her right title and interest in the property to B and C, without any other limitation, B and C now hold their interests, together with the interest conveyed by A, as joint tenants with right of survivorship.

Where one or more of the joint tenants conveys to less than all of the remaining co-tenants, or where there is a transfer by one or more of the joint tenants to a third party plus the remaining joint tenants, the result is the same as if the grantor or grantors first conveyed the interest to a straw person, and the straw person then conveyed that same interest to the grantees.

For example, if A conveys his or her one-third interest to B, but not to C. In that case, B and C continue to hold the remaining two-thirds interest as joint tenants, but B holds the additional one-third interest conveyed by A as a tenant in common relative to C. If C predeceases B, C's estate will need to be probated, as B did not succeed to C's entire interest. (To view the entire statute, follow this link: [C.G.S. § 47-14d](#))

Understanding these statutory provisions is essential when reviewing title, drafting conveyance documents, or advising clients on the impact of transfers involving jointly held property. Future updates will explore **C.G.S. §§ 47-14e through 47-14k**, which address additional nuances of joint ownership, survivorship rights, and partition. Careful reading and a clear understanding of how the various statutes affect joint ownership of land is critical to understanding the title ownership.

As always, should you have questions about the insurability of a title where one of these statutes may have impacted ownership, please reach out to the Connecticut underwriting team.



**Stewart's FINCEN AML Rule Resource Hub and SAVE the DATE for an upcoming webinar on June 18, 2025 all about the new rule!**

Stewart launched the Resource Hub to keep you informed about the upcoming rule taking effect on December 1, 2025. The rule has received continuing opposition from the American Land Title Association and others. Recently, a lawsuit has challenged constitutionality of the rule, the reasonableness of the reporting requirements, and the authority of an agency to enact a rule that has such a broad reaching effect on real estate transactions. Notwithstanding the challenges, FinCEN continues to move forward toward the December 1, 2025 implementation and Stewart wants you to be informed and ready for whatever happens. You can access the resource through this link: [What to Know About the FinCEN Anti-Money Laundering](#). Check back often, as resources are added and updated to help you prepare for December.

**Save the Date – FinCEN webinar planned for June 18, 2025 at 1PM**

Stewart will be hosting a webinar on June 18, 2025 for our agents about the new rule. John Crowley, Sr. Regulatory Compliance Counsel for Stewart Title Guaranty, will provide an in-depth examination of the Financial Crimes Enforcement Network (FinCEN) rules aimed at preventing money laundering in residential real estate transactions. Participants will gain critical insights into the origins and regulatory framework of FinCEN, its mission in combating financial crimes, and the responsibilities of financial institutions in addressing suspicious activities. John will also highlight the significant risks posed by money laundering within the residential real estate sector and outline strategies for compliance with the new regulatory requirements.

To register for this webinar, please follow this link: [FinCEN Webinar - June 18 - Register HERE](#)

CLE credits will be available for Connecticut, New Hampshire, Vermont and Rhode Island. Maine approval is pending.



**In Case You Missed It – Special Alert Issued for Rhode Island property**

On May 27, 2025 a special alert was issued for property located at 84 Harrison Street, Providence, RI. To view the special alert, follow this link: [SA2025169](#)



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