

OPINION NO. 73-042**Syllabus:**

A lot which is being sold under a land installment contract should be considered a part of a "house trailer park", if the other requirements for such a park under R.C. Chapter 3733 are fulfilled.

To: Harry A. Sargeant, Jr., Sandusky County Pros. Atty., Fremont, Ohio
By: William J. Brown, Attorney General, May 4, 1973

Your request for my opinion reads as follows:

Section 3733.01 (A) of the Revised Code

defines a house trailer park. The last sentence of said paragraph (A) reads as follows: "A tract of land which is subdivided and the individual lots are leased or otherwise contracted for shall constitute a house trailer park if three or more house trailers are parked thereon." (Italics added)

I respectfully request your opinion as to whether the words otherwise contracted for should be interpreted so as to include the situation where a landowner develops what appears to be a trailer park, but sells the various lots by means of a Land Installment Contract as defined by Chapter 5313 of the Revised Code.

If such an interpretation is not made, then a landowner can easily bypass the regulatory provisions of Chapter 3733 of the Revised Code, by merely using a form of Land Installment Contract to sell (lease) lots in his trailer park; and whenever the purchaser (lessor) desires to leave the trailer park, the title to the lot merely reverts to the seller (lessee) under the terms of the contract.

In order to clear up any misunderstandings, I believe it will help to set forth, at the outset, the definitions pertinent to land installment contracts which appear in R.C. Chapter 5313. The first Section of that Chapter, R.C. 5313.01, provides in pertinent part as follows:

As used in Chapter 5313. of the Revised Code:

(A) "Land installment contract" means an executory agreement which by its terms is not required to be fully performed by one or more of the parties thereto within one year of the date of the agreement and under which the vendor agrees to convey title in real property located in this state to the vendee and the vendee agrees to pay the purchase price in installment payments, while the vendor retains title to the property as security for the vendee's obligation. Option contracts for the purchase of real property are not land installment contracts.

(B) "Property" means real property located in this state improved by virtue of a dwelling having been erected thereon where the purchase price does not exceed thirty thousand dollars.

(C) "Vendor" means any individual, partnership, corporation, association, trust, or any other group of individuals however organized making a sale of property by means of a land installment contract.

(D) "Vendee" means the person who acquires an interest in property pursuant to a land in-

stallment contract, or any legal successor in interest to such person.

(Emphasis added.)

A careful examination of these definitions reveals that your letter inadvertently refers to the purchaser under a land installment contract as the lessor, and to the seller as the lessee. Furthermore, it is clear that title to the property remains in the seller until the purchaser has fulfilled his obligation under the contract. If the purchaser does not perform, there is no reversion of title, since title has always remained in the seller. I assume, in addition, that each of the lots to which you refer already has a house trailer parked thereon at the time the land installment contract is entered into, since R.C. 5313.01 (B) requires that the real property involved in such a contract be "improved by virtue of a dwelling having been erected thereon."

As your letter points out, the last sentence of the definition of a house trailer park in R.C. 3733.01 (A) reads as follows:

A tract of land which is subdivided and the individual lots are leased or otherwise contracted for shall constitute a house trailer park if three or more house trailers are parked thereon. (Emphasis added.)

Since the lots which you describe have been "contracted for" under land installment contracts, the tract must be a "house trailer park" within the meaning of R.C. 3733.01 (A). The language, "otherwise contracted for", is explicit and unambiguous. It leaves no room for construction.

In Cleveland Trust Co. v. Eaton, 21 Ohio St. 2d 129 (1970), the Supreme Court said (at 139):

As stated in paragraph five of the syllabus of Sears v. Weimer (1944), 143 Ohio St. 312, 55 O.O. 2d 413, "Where the language of a statute is plain and unambiguous and conveys a clear and definite meaning there is no occasion for resorting to rules of statutory interpretation." See also Slindluff v. Weaver (1902), 66 Ohio St. 621, 64 O.O. 574.

That rule of construction is one of long standing in the federal courts, as well as in our own. As stated in United States v. Missouri Pacific R.R. Co. (1929), 278 U.S. 269, 278, 73 L. Ed. 322:

"* * * where the language of an enactment is clear and construction according to its terms does not lead to absurd or impracticable consequences, the words employed are to be taken as the final expression of the meaning intended. And in such cases legislative history may not be used to support a construction that adds to or takes from the significance of the words employed."

On the same subject Sutherland's Statutory Construction states at page 316, Volume No. 2:

The most common rule of statutory interpretation is the rule that a statute clear and unambiguous on its face need not and cannot be interpreted by a court and only those statutes which are ambiguous and of doubtful meaning are subject to the process of statutory interpretation. * * *

"Where the language is plain and admits of no more than one meaning the duty of interpretation does not arise and the rules which are to aid doubtful meanings need no discussion." *Caminetti v. United States*, 242 U.S. 470, 17 L. Ed. 442, 37 Sup. Ct. 192 (1916); *Hamilton v. Rathbone*, 175 U.S. 414, 44 L. Ed. 219, 20 Sup. Ct. 155 (1899); cf. *Church of the Holy Trinity v. United States*, 143 U.S. 457, 36 L. Ed. 226, 12 Sup. Ct. 511 (1892).

It should be noted that, contrary to a lessee, the vendee of a lot under a land installment contract may eventually receive title if he completes the payments provided for in the contract. I express no opinion as to whether such a lot can still be considered a part of the "house trailer park."

In specific answer to your question it is my opinion, and you are so advised, that a lot which is being sold under a land installment contract should be considered a part of a "house trailer park", if the other requirements for such a park under P.C. Chapter 3733 are fulfilled.