

# Mobile Home Owners Handbook

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## I. INTRODUCTION

The purpose of the **Mobile Home Owner's Handbook** is to explain in clear language Colorado's mobile home park law. In Colorado, the *Mobile Home Park Act* ("the Act") governs mobile home parks and can be found in the *Colorado Revised Statutes* at C.R.S. §§ 38-12-200.1 thru 220. The complete Act is appended at the end of this *Handbook*.

**NOTE:** This *Handbook* is not intended as a substitute for seeking advice from an attorney. All information contained in this *Handbook* is subject to change at any time through legislation and court decisions. If you need legal advice regarding the Act and its application, you should consult with an attorney.

The law differs depending on whether a mobile home is owner-occupied or is a rental unit. This *Handbook* addresses owner-occupied units in mobile home parks. For laws applicable to the landlord/tenant relationship regarding a mobile home, see the *Rental Property Handbook for Landlords and Tenants in the City of Longmont*, available from:

[name]  
[address]  
Online at \_\_\_\_\_ [URL]

Some mobile home parks do not lease to non owner-occupants. Every mobile home owner should read and understand the policies of their particular mobile home park, as detailed in their lease agreement.

It is always recommended to keep a file of letters, notices and rule amendments, as well as a log of communications between mobile home owners and mobile home park management. Documentation becomes especially important when disagreements arise during the course of a long-term tenancy.

## II. BEGINNING A RENTAL AGREEMENT

### A. Written Lease

All mobile home park rentals must have a written lease agreement stating the terms, conditions, rules and regulations that will apply during the rental term. (C.R.S. § 38-12202(1)(a)). Do not sign a rental agreement unless you have read and understand each provision of the lease. Ask questions and clarify language in the lease if necessary before you sign. The landlord (the owner or the manager of the mobile home park) and the mobile home owner(s) should all sign the lease agreement, two originals should be executed, and a fully signed copy should be provided to the mobile home owner.

Remember: signing the rental agreement means that you have agreed to be legally bound by the terms of the lease.

This *Handbook* discusses some of the issues that should be considered before signing a rental agreement. If the parties negotiate and agree on rental terms not covered by this *Handbook*, **always memorialize the agreement in writing**. An oral contract is a contract, and can be enforceable; however, the difficulty with oral contracts is always proof. At the point that the parties to an oral contract are in disagreement over the terms of that contract, it becomes difficult for a judge to sort out and usually will not be enforced without substantial evidence.

**NOTE:** The rules and regulations in the original lease can be amended. See this *Handbook*, page 5, “Improvements and Upgrades” and “Grandfathering”.

**Minimum Required Disclosure:** Mobile home park rules and regulations must be fully disclosed – in writing, in a rental agreement – to any prospective resident of the park. The disclosures must be made prior to the rental or occupancy of a mobile home space or lot. See C.R.S. §38-121-213.

**Disclosures must include:**

1. Term of tenancy, whether for a specific length of time, i.e., one year or more, or as a month-to-month. An initial term can be for less than one year *only* if there is a specific date each year on which all leases are renewed and the homeowner moves in after that date. A homeowner may request a fixed term before signing a lease.
2. Amount of monthly rent
3. Day of the month that the rent payment is due
4. Number of days after the rent due date that a payment will be considered to be late
5. Current park rules and regulations
6. Name and mailing address to which a manager’s decision can be appealed
7. All other charges (on top of rent) for which the homeowner will be responsible

All terms and conditions are subject to Colorado law. Any particular term or condition that violates current Colorado law will be unenforceable; an unenforceable term, however, does not invalidate the rest of the rental agreement.

**B. Purpose of Terms, Conditions, Rules and Regulations**

Colorado law states that the rules and regulations of a mobile home park must be meant to - and are enforceable only if they:

1. Promote the convenience, safety or welfare of the homeowners, or
2. Protect and preserve the premises from abuse, or
3. Fairly distribute services and facilities provided to the homeowners, and
4. Are reasonably related to their stated purpose, and
5. Are not retaliatory or discriminatory, and

6. Are explicit enough to make it clear to a homeowner what that homeowner must or must do, and
7. Are in writing and disclosed before a homeowner signs a rental agreement.

See C.R.S. §38-12-214.

### **C. Amendments/Change in Rules**

Mobile home parks may amend existing rules and regulations and may adopt new rules. **A 60-day notice is required** before a new park rule can be enforced. A new rule can be enforced after the proper 60-day notice, even if a homeowner does not agree with the rule, as long as the rule is reasonable. C.R.S. §38-12-203(1)(c).

**During the 60-day interim:** Before a new rule goes into effect, a homeowner and homeowner associations can contact the park management to:

1. Suggest amendments
2. Sign written protests to the change
3. Challenge the reasonableness of the rule
4. Or ask to get involved in the process of rule-making and adoption.

### **D. Rent Increases**

If a mobile home park tenant has a month-to-month lease, the rent can be increased only with a 60-day written notice to the homeowner. If a mobile home park tenant has a fixed term lease, the rent can only be increased at the end of the lease term unless the lease itself gives the park management the right to increase the rent after no less than a 60-day written notice to the homeowner.

The written notice of a rent increase must include:

1. The amount of the rent increase
2. The effective date of the rent increase (***at least 60 days after the date of the written notice***)
3. The name, address and telephone number of park management if any of this information was not included in the original rental agreement

See C.R.S. §39-12-204(2).

Colorado prohibits rent control except when a park is owned by housing authorities or other public agencies. C.R.S. §38-12-301.

### **E. Maintenance and Repairs**

The responsibilities of both the homeowner and the mobile home park management will be described in the rental agreement. In general, a homeowner will be responsible for

keeping the mobile home and the home site up to the standards set by the park rules and regulations. Major park landscaping projects are the responsibility of the park management. **When unsure, read your lease.**

When homeowners do not keep their mobile home and their site up to the standards described by the park rules and regulations, the park management can either:

1. Do the maintenance themselves and bill the tenant for the reasonable costs incurred, or
2. Give a notice of intent to evict the homeowner.

See C.R.S. §38-12-212.3(3)(b).

Park management is responsible for the cost of maintenance and repair of:

1. Sewer and utility service lines owned and provided by the park
2. Buildings and structures provided by the park for the use of the residents
3. Park premises. Premises means existing facilities, including furniture and utilities, the common-area grounds and any other amenity provide for the use of all homeowners.

The park cannot require a park resident to assume these costs.

See C.R.S. §38-12-212.3(1) and (2).

Park residents *can* be required to pay for the repair of damage caused by the resident to park property or the property of other residents. C.R.S. §38-12-212.3(3)(a).

## **F. Improvements and Upgrades**

Park rules and regulations may change, requiring additional improvements and upgrades to mobile homes already within the park. Non-compliance with the new rules and regulations may be “grandfathered” in so that existing mobile home owners in the park are not evicted if they cannot make the required upgrades. Grandfathering<sup>1</sup> is meant to save homeowners the expense and hardship of complying with rules that were not part of the rental agreement when they first signed. Any rule or regulation put into place without the consent of a mobile home owner after that owner signs an initial agreement are considered *prima facie* unreasonable and are unenforceable against that mobile home owner. However, if a mobile home owner signs any document stating consent to the new rules, the owner must then comply with those rules. C.R.S. §38-12203(1)(c).

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<sup>1</sup> “Grandfathering” means any legal exemption for a business or persons from compliance with a new regulation that changes rights or privileges previously agreed to.

Even if mobile home owners are grandfathered in regarding new park rules and regulations, and have not had to comply by upgrading their mobile home during their tenancy, they may be required to upgrade as a condition of allowing their mobile home to remain in the park after it is sold to a new owner. Through sales and move-outs, parks can eventually bring all homes into compliance with new rules and regulations. When homeowners seek approval to sell their mobile home for retention on site, either the homeowner or the new purchaser will be responsible for upgrading the home to meet the current standards spelled out in the rules and regulations.

**NOTE:** Some parks will **refuse to approve** the on-site sale of homes that do not comply with the current rules and regulations. See below in this *Handbook*, “On-site Sales of Mobile Homes.”

## **G. On-site Sales of Mobile Homes**

Most mobile homeowners, when they decide to relocate, want to sell their home on-site. **Read the rental agreement** for the restrictions, criteria and procedures of your particular park. In order to avoid surprises, ask what criteria are currently in place in your park, if no policy is stated in the rental agreement. Common considerations for approving an on-site sale include:

- Compliance with current rules and regulations
- Compliance with safety codes (electrical, fire, etc.)
- Age, construction of and/or overall condition of the home

If the park does not approve a mobile home for on-site sale, the homeowner may still show the home for sale in the park, but the home must be **moved out of the park** when it is sold. However, parks may not unreasonably restrict the resale of a home in the park. A park will typically have restrictions regarding placement, size and character of “For Sale” signs, for example, but cannot absolutely prohibit such signs.

Park management cannot require a standard selling fee or transfer fee from a homeowner wishing to sell their mobile home or from a prospective buyer as a condition of continued tenancy in the park. However, reasonable selling or transfer fees for services **actually performed** by the management can be charged to the seller if agreed to in writing.

See C.R.S. §38-12-211.

**Moving a home off-site:** Homeowners should be aware of the range of costs that may be involved in selling a mobile home, whether the intention is to move it out of a park or the home is not in compliance with park regulations and has been denied an on-site sale. Some of those costs include: dismantling fixtures and utilities, transporting the home, and reconnecting the utilities at a new site.

**Options:** A homeowner may want to make a special arrangement with the park management, the buyer, or both. For example, the homeowner may agree that specific upgrades will be made with the proceeds of the sale. The buyer then gets a home acceptable under park rules and regulations and the seller can utilize the value of an on-site sale in setting the purchase price.

## **H. Other Laws Regarding Sales of Mobile Homes**

A mobile home park cannot require a prospective buyer to purchase a mobile home from any particular seller and cannot give preference to a buyer who purchases from a particular seller. Likewise, a seller cannot require a buyer to locate in a particular mobile home park. C.R.S. §38-12-210.

Mobile home parks must treat all persons equally when leasing space in the park, with the exception that a park can be designated as a “senior-only” park. A senior-only park must meet the following criteria:

1. Provided by a state or federal program specifically designed and operated to assist older persons, or,
2. Is intended for, and solely occupied by, persons sixty-two years of age or older, or
3. Is intended and operated for occupancy by at least one person fifty-five years of age or older.

See C.R.S. §24-34-502(7)(b) for additional requirements.

A mobile home seller cannot pay or otherwise compensate a park to reserve spaces or to induce the park to accept homes sold by that seller. C.R.S. §38-12-212. Likewise, a park cannot pay to, or receive an entry free from, a seller as a condition for tenancy in the park. “Entry fee” means a fee received from or paid to a mobile home park in addition to rent, security deposits, governmental fees, utilities, or charges for services actually performed by the park management and agreed to in writing by the homeowner. A civil lawsuit can be brought for violation of this statute; the court can award court costs and attorney fees to the prevailing party in such a suit. C.R.S. §38-12-209.

## **I. Security Deposits**

Colorado law sets a maximum that a park may charge as a security deposit. For singlewide units, the maximum is one month’s rent; for multi-wide units, the maximum is two month’s rent. C.R.S. §38-12-207. All security deposits paid after July 1, 1979 must be deposited in a separate trust account by the park owner. C.R.S. §38-12-209(1)(b).

Homeowners should always leave a forwarding address where deposit return checks are to be mailed. In the event that a check is not provided in a reasonable amount of time, homeowners should first contact management to clarify status of the deposit - for example, whether deductions were made for damage to the mobile home site - and

arrange for a return of the deposit. Confirm all arrangements and agreements in writing. If a homeowner cannot reach agreement with the management regarding return of the security deposit, either party can seek mediation or obtain legal advice from an attorney.

**Return of Deposit:** Colorado law does not address the return of mobile home security deposits. If the rental agreement does not address the issue, try negotiating a time frame by which you can expect your deposit to be returned, and incorporate that time frame into the rental agreement. For example, some rental agreements state the homeowner will receive the balance of the security deposit, along with an explanation of any deductions, “within 60 days after the expiration or termination of tenancy.” **Remember:** landlord-tenant law does not apply to mobile home park security deposits. Mobile home park management and homeowners can always, however, agree to use the landlord-tenant framework.

### **III. TERMINATION OF A RENTAL AGREEMENT**

A rental agreement can end in two ways:

1. By mutual agreement/termination between the homeowner and the mobile home park; or
2. By court action/eviction for non-payment of rent or violation of park rules or regulations.

Notice requirement to the homeowner is different for each of these types of termination.

#### **A. Termination by Homeowner**

Homeowners should consult their rental agreement and the park rules and regulations and proceed according to the process spelled out in that agreement. For example, a rental agreement usually specifies how long in advance a homeowner has to give the park written notice of intent to terminate. NOTE: if a rental agreement indicates that notice has to be given in writing, oral notice is not sufficient. But, even if the lease agreement does not address this issue, always GIVE NOTICE IN WRITING.

#### **B. Termination by Mobile Home Park**

When terminating the tenancy of a park resident, the park must proceed according to Colorado law as explained below. These procedures are meant to protect homeowners from groundless termination.

##### **1. Notice to Quit**

Before an eviction complaint can be filed in court to terminate a rental agreement for cause, a park must serve the homeowner with notice by posting a “Notice to Quit” on the mobile home. The Notice must state:



1. The date by which the mobile home needs to be removed from the mobile home park
  - Not less than 30 days if the mobile home is being occupied by persons other than the owner(s) and is in violation of the park rules and regulations C.R.S. §38-12-202(c)(I)
  - Not less than 60 days C.R.S. §38-12-202(c)(I)
  - Not less than ten days if the occupant or owner of the mobile home has engaged in willful, wanton or malicious damage to property of the landlord, another homeowner or guests of either, or commits a felony as described in C.R.S. §18 articles 3, 4, 6, 7, 9, 12 or 18; or is the basis for the declaration of the mobile home or its contents as a public nuisance. C.R.S. §38-12-203(f).
  - Five days for failure to pay rent. C.R.S. §38-12-204(1)
2. The mailing address of the mobile home park site on which the mobile home is located
3. The county in which the mobile home park site is located
4. The location or space number of the mobile home

After the last day of the 5, 10, 30 or 60 day notice period, whichever is applicable, the park owner may proceed to the filing of an eviction lawsuit with the court. See below, “General Information” for a description of court procedure.

## CR.S. §38-12-202

The notice requirements described above are the minimum requirements set by Colorado law. Mobile home parks may adopt more extensive warning or notice procedures. Review your rental agreement and any attached or referenced rules and regulations, or check with your park management.

A mobile home owner may not be asked to waive any of these requirements. C.R.S. §38-12-202(2).

## **2. Eviction**

Colorado law specifically prohibits termination solely to make the homeowner’s space available for another mobile home. C.R.S. §38-12-205.

Eviction, also called Forced Entry and Detainer, is a court proceeding in which the owner is suing the tenant to recover possession of the rental space. Eviction can be ordered for violations of the lease, violations of the rules and regulations, or for nonpayment of rent. Before filing a case with the court, management must give the tenant a Notice to Quit which clearly states:

1. The reasons for eviction

2. A specific period of time in which the mobile homeowner can cure, or correct, the violation, or pay the rent, and
3. That the homeowner has a right to mediation under the Mobile Home Park Act.

If the Notice to Quit lists more than one violation, the homeowner must correct all the violations in order to prevent eviction. Curing only one violation, or paying only part of the rent owed, will not prevent the eviction proceeding from going forward.

C.R.S. §38-12-202(2)

In mobile home parks, the grounds for termination by management are limited to the reasons listed below:

1. Non-compliance with local ordinances and state laws and regulations relating to mobile homes. C.R.S. §38-12-203(1)(a); or
2. Conduct of the home owner on the mobile home park premises which annoys other home owners or interferes with park management.

C.R.S. §38-12-203(1)(b); or

3. Violation of park rules or regulations. C.R.S. §38-12-203(1)(c); or
4. Making a false or misleading statement on an application for tenancy.

C.R.S. §38-12-203(1)(e); or

5. Condemnation or change of use of the mobile home park. The mobile home park owner must notify mobile home owners within 17 days of receiving a notice of condemnation. If the mobile home park owner is asking for a change of zoning, the mobile home park must give each mobile home owner a minimum of six months notice prior to the change of use of the land, mailed to each homeowner.

C.R.S. §38-12-203(1)(d) (I) & (II); or

6. Conduct of home owner or guests or family that endangers the life of another, or constitutes willful, wanton or malicious damage to the property of another, or constitutes statutorily named felony (see *Notice to Quit* above, in this *Handbook*), on the grounds of the mobile home park, or is the basis for being declared a class 1 public nuisance. C.R.S. §38-12- 203(1)(f)(I) through (IV).
7. Non-payment of rent.

## General information about the eviction process

- A park owner may pursue an eviction *only after serving a Notice to Quit and after a period to cure has expired.*
- Management must serve or post the proper notice.
- Delivery of Service: Notices, including the Notice to Quit and the Summons to court, must be delivered to the resident or posted on the main door of the mobile home. If the mobile home park owner is asking the court for a judgment for past due rent or other monetary damages, the Summons must be served by a process server, a sheriff, or a disinterested third party over the age of 18. Disinterested means that if money is one of the issues, the landlord or the landlord's family should not be delivering the Summons.
- The length of time a homeowner has to cure:
  - 60 day notice for violation of rules or regulations
  - 5 day notice for non-payment of rent
- For a violation as listed in C.R.S. §38-12-203(1)(f)(I), (see *Section 2: Eviction*, in this *Handbook*, above) the homeowner must be served with a 10 day Notice to Quit and has no right to cure.
- A mobile home park may have notice requirements that are more stringent than the statutory requirements and that give the mobile home owner more opportunity to correct problems. Check with the management of your park.
- If a homeowner cures the violation(s) within the given time frame, the park owner cannot proceed with an eviction.
- If a homeowner does not cure the violation(s) within the given time frame, the park owner may file for an eviction with the court. **Once the right to cure has passed, the park owner does not need to accept an offer to correct the violations.**
- Counting Days in the Cure Period: The date of posting does not count in the cure period. Weekends and holidays do count.
- If a homeowner does cure the violations, it is always a good idea to get a written statement from the park management so stating. If the violation was non-payment of rent, always get a receipt or a copy of the method of payment.

- If a homeowner receives a second notice of violation for the same rule or regulation within 12 months of the first notice, management is not required to give the homeowner a right to cure. C.R.S. §38-12-203(c)
- Once park management has filed with the court, the homeowner will receive a summons indicating the date of the court hearing. The homeowner must be served at least five days prior to the court date.
- Court Dates: Eviction hearings will be held in \_\_\_\_\_. The court holds eviction hearings on \_\_\_\_\_ [day(s)], at \_\_\_\_\_ a.m./p.m..
- If the grounds for eviction are rules that were not included in the initial rental agreement, the homeowner may be “grandfathered” in. (See *Improvements and Upgrades*, above in this *Handbook*, for a definition of “grandfathered.”) Grandfathering is meant to protect homeowners from the expense and hardship of complying with rules that they did not agree to when they first signed the rental agreement.
- Appearance in Court: Always go to court if you have been summoned. Do not rely on anyone’s statement regarding dismissal of the eviction or their promise that they will take care of the situation for you. If your rights are being determined in court, you want to be there to speak up for yourself. Remember: **the only person who can tell you that you don’t need to appear in court is the judge.**
- If you do not show up in court, you will automatically lose and the mobile home park will receive a default judgment. Default judgments are final and cannot be appealed.
- Proof: In court, the mobile home park must prove that it complied with all notice requirements and that the homeowner was provided with written statements of the reasons for the termination.
- If you contest the eviction, your defenses might be that the allegations made by the mobile home park are false, or that the reasons given for the eviction are not valid.

**After judgment:** If the park prevails at the eviction:

- o And the eviction is granted pursuant to C.R.S. §38-12-203(1)(f)(I) through (IV) (see *above* in this *Handbook*, Eviction, grounds for termination), management must notify the homeowner that the homeowner has **48 hours** to remove the mobile home from the premises.
- o In *all* other eviction circumstances, the homeowner may extend the period to remove the mobile home from 48 hours up to 30 days from the date of

the court ruling if the homeowner prepays to the landlord the total amount awarded to the landlord by the court, plus a pro rata amount of rent for each day past the court ruling that the mobile home will remain on park premises. The payment to the landlord must be made by certified check, cashier's check or by wire transfer and must be made no later than 48 hours after the court ruling.

- o Once the given time to remove the mobile home has passed, if the mobile home is not removed, the park may remove and store the home and charge the homeowner for any costs incurred.
  - o Mortgage companies and other parties with a security interest in the mobile home, if any, will be notified by the management at this time, so that they may claim their property interest in the home.
- If you are being evicted and have questions, you might want to consult with an attorney. You can also call the City of \_\_\_\_\_ at \_\_\_\_\_ [phone number] for help in understanding the process.

### 3. Avoiding Court Proceedings

Direct Negotiation: Although courts are available to decide and enforce rights and responsibilities on the part of the home owner and the mobile home park, the parties can also tailor their own solutions. By communicating and working with each other, the parties can not only save time and expense, but can stay in control of their agreements.

When disagreements arise, the parties should make every effort to speak with each other to clarify rules, regulations, prior communications and misunderstandings, and to negotiate a settlement between themselves. **Remember: confirm any agreements in writing with the signature of both parties.**

Mediation: If direct negotiation is not successful, mediation is the next alternative. Mediation is an assisted negotiation process in which a neutral mediator helps the parties communicate and listen to each other's point of view, develop a list of issues to be resolved, and negotiate a settlement that meets the needs of both parties. Agreements reached in mediation are written and signed by the parties. A signed agreement becomes a contract between the parties, and those parts which can be enforced judicially, are enforceable in a court. C.R.S. §38-12-216. **For information on mediation, contact**

\_\_\_\_\_.

Curing the Violations: Using the notice period to cure your violations will prevent further court action. Homeowners should, as a precaution, have management sign a statement indicating that the violations were, in fact, cured. If you need help complying with a park rule or regulation, try negotiating with the park to agree on a reasonable time by which specific steps might be made. Once the period to cure has expired, the park can go to court and does not need to accept any offer to cure the stated reasons for eviction. **For**

information about qualification and application for grants to help fund home improvements, contact \_\_\_\_\_.

## **IV. OTHER ASPECTS OF MOBILE HOME LIVING**

### **A. Utilities**

Colorado law does not define the term “rent.” Many mobile home parks include utility charges as part of the rent payment. Check the rental agreement, rules and regulations and any amendments. In parks that use this arrangement, withholding utility charges from the space rental amount may be treated as “non-payment of rent.”

If utilities are not included as part of the rent, a legal process other than eviction should be used to collect utility and other incidental charges not part of the rental agreement. Eviction proceedings are to recover possession of the premises, rather than for collection of incidental service charges and utility charges. C.R.S. §38-12-207(2).

Master Meters (or other composite measurement devices): Colorado’s Public Utilities Law governs master meter arrangements. The master meter operator is referred to as the “MMO”; the actual users of the utilities are referred to as “end users.”

The Public Utilities Law prohibits MMO’s from billing end users any more than the actual cost billed to the MMO by the serving utility. *Actual costs* will typically include: construction, maintenance, financing, administration, metering or billing for the utility distribution system owned by the MMO.

If the MMO bills the end users for service, the MMO must pass along any refunds, rebates, rated reductions or adjustments it receives from the serving utility. For further information, see C.R.S. §40-1-103.5.

Under Colorado’s Mobile Home Park Act, park owners may contract for utility service to homeowners. With this type of arrangement, management must send to the utility all money collected from each resident as payment for the resident’s share of the utility charge, and payment to the utility must be made within 45 days of receipt of the payment from the resident. If park management does not make timely payments, the utility may require a deposit from the park owners. This ensures that end users will have utility services, despite a late payment or failure to pay by the MMO. C.R.S. §38-12-212.7.

### **B. Homeowner Meetings**

Management may not prohibit meetings of homeowners relating to mobile home living and affairs. Meetings must be allowed to take place in the community meeting room or recreation hall, if one exists, and if it is reserved according to the park rules and is held at a reasonable hour. C.R.S. §38-12-206.

### **C. Dealer Preferences**

Colorado law prohibits management from requiring the purchase of a mobile home from any particular seller in order to be able to live in the mobile home park. Likewise, a mobile home park cannot give preference in renting to prospective homeowners who purchase from a particular seller. And finally, a seller cannot require a buyer to place the mobile home in a particular mobile home park. C.R.S. §38-12-210. **Note:** These prohibitions do not apply to first time renters in new mobile home parks. C.R.S. §38-12-215.

Mobile home parks must treat all persons equally in renting or leasing spaces. It is illegal for a mobile home dealer to offer or pay cash or anything of value to a park owner or management for the purpose of reserving space or accepting a mobile home into the park. C.R.S. §38-12-212.

### **D. Sale of a Mobile Home Park**

All current rental agreements remain in *full effect* despite changes in the ownership of a mobile home park. Any new purchaser buys the land subject to all existing rental agreements. Homeowners are secure in their possession of their space for the term of their rental agreement. If the homeowner is in a month-to-month rental arrangement, the same rules and requirements continue to apply.

A park owner must notify homeowners of the intent to sell the park at least 10 days before the scheduled closing. Notice must be:

1. Written, and
2. Mailed to each homeowner, at the address shown on the rental agreement.

This notice is not required if the ownership transfer is between family members or partners in a partnership.

C.R.S. §38-12-217.

The park may eventually be sold to an owner who wants to use the land for a purpose other than a mobile home park. This is a change in use of the land, which can only be done if the zoning for the land allows. *See above* in this *Handbook*, reasons for evictions.

## **V. LIST OF RESOURCES**

*[Add local resources, i.e. City and County]*

State of Colorado/Department of Local Affairs/Division of Housing  
1313 Sherman Street, Denver 80203  
303.866.4653  
Installation/set-up program for mobile homes

303.866.4656 Rick Hanger [rick.hanger@state.co.us](mailto:rick.hanger@state.co.us)  
Enforcing of HUD construction standards for new mobile homes

U.S. Department of Housing and Urban Development/Office of Manufactured Housing Programs

451 Seventh Street, SW, Room 9164  
Washington DC 20410  
1.800.927.2891

American Association of Retired Persons (AARP)

[www.aarp.org/ppi](http://www.aarp.org/ppi) - enter "manufactured housing" in the "Search PPI" box

Manufactured Home Owners Association of America "United We Stand – Strength in Numbers"

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P.O. Box 22346  
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Resident Owned Communities USA – technical assistance for communities and mobile home park sellers, to help homeowners who would like to purchase their community

7 Wall Street  
Concord NH 03301 1.603.856.0246  
<http://www.rocusa.org/for-homeowners/ctap-search.aspx>

National Consumer Law Center - information and advocacy on a variety of topics, including manufactured housing

<http://www.nclc.org/issues/manufactured-housing.html>

CFED – advocacy to help ensure that families who purchase manufactured homes reap benefits from the homeownership experience comparable to those enjoyed by buyers of traditional, site-built homes

1200 G Street, NW, Suite 400  
Washington DC 20005  
1.202.408.9788  
[http://cfed.org/programs/manufactured\\_housing\\_initiative/im\\_home/](http://cfed.org/programs/manufactured_housing_initiative/im_home/)

## **VI. Mobile Home Park Act**

### **38-12-200.1. Short title**

This part 2 shall be known and may be cited as the "Mobile Home Park Act".



### **38-12-200.2. Legislative declaration**

The general assembly hereby declares that the purpose of this part 2 is to establish the relationship between the owner of a mobile home park and the owner of a mobile home situated in such park.

### **38-12-201. Application of part 2**

(1) This part 2 shall apply only to manufactured homes as defined in [section 42-1-102 \(106\) \(b\)](#), C.R.S.

(2) Repealed.

### **38-12-201.3. Legislative declaration - increased availability of mobile home parks**

The general assembly hereby finds and declares that mobile homes, manufactured housing, and factory-built housing are important and effective ways to meet Colorado's affordable housing needs. The general assembly further finds and declares that, because of the unique aspects of mobile homes and mobile home park ownership, there is a need to protect mobile home owners from eviction with short notice so as to prevent mobile home owners from losing their shelter as well as any equity in their mobile homes. The general assembly encourages local governments to allow and protect mobile home parks in their jurisdictions and to enact plans to increase the number of mobile home parks in their jurisdictions. The general assembly further encourages local governments to provide incentives to mobile home park owners to attract additional mobile home parks and to increase the viability of current parks.

### **38-12-201.5. Definitions**

As used in this part 2, unless the context otherwise requires:

(1) "Home owner" means any person or family of such person owning a mobile home that is subject to a tenancy in a mobile home park under a rental agreement.

(1.5) "Management" or "landlord" means the owner or person responsible for operating and managing a mobile home park or an agent, employee, or representative authorized to act on said management's behalf in connection with matters relating to tenancy in the park.

(2) "Mobile home" means a single-family dwelling built on a permanent chassis designed for long-term residential occupancy and containing complete electrical, plumbing, and sanitary facilities and designed to be installed in a permanent or semi-permanent manner with or without a permanent foundation, which is capable of being drawn over public highways as a unit, or in sections by special permit, or a

manufactured home as defined in [section 38-29-102 \(6\)](#) if the manufactured home is situated in a mobile home park.

- (3) "Mobile home park" or "park" means a parcel of land used for the continuous accommodation of five or more occupied mobile homes and operated for the pecuniary benefit of the owner of the parcel of land, his agents, lessees, or assignees. Mobile home park does not include mobile home subdivisions or property zoned for manufactured home subdivisions.
- (4) "Mobile home space", "space", "mobile home lot" or "lot" means a parcel of land within a mobile home park designated by the management to accommodate one mobile home and its accessory buildings and to which the required sewer and utility connections are provided by the mobile home park.
- (5) "Premises" means a mobile home park and existing facilities and appurtenances therein, including furniture and utilities where applicable, and grounds, areas, and existing facilities held out for the use of home owners generally or the use of which is promised to the home owner.
- (6) "Rent" means any money or other consideration to be paid to the management for the right of use, possession, and occupation of the premises.
- (7) "Rental agreement" means an agreement, written or implied by law, between the management and the home owner establishing the terms and conditions of a tenancy, including reasonable rules and regulations promulgated by the park management. A lease is a rental agreement.
- (8) Repealed.
- (9) "Tenancy" means the rights of a home owner to use a space or lot within a park on which to locate, maintain, and occupy a mobile home, lot improvements, and accessory structures for human habitation, including the use of services and facilities of the park.

### **38-12-202. Tenancy - notice to quit**

(1) (a) No tenancy or other lease or rental occupancy of space in a mobile home park shall commence without a written lease or rental agreement, and no tenancy in a mobile home park shall be terminated until a notice to quit has been served. Said notice to quit shall be in writing and in the form specified in [section 13-40-107 \(2\)](#), C.R.S. The property description required in [section 13-40-107 \(2\)](#), C.R.S., shall be deemed legally sufficient if it states:

- (I) The name of the landlord or the mobile home park;

(II) The mailing address of the property;

(III) The location or space number upon which the mobile home is situate; and

(IV) The county in which the mobile home is situate.

(b) Service of the notice to quit shall be as specified in [section 13-40-108](#), C.R.S. Service by posting shall be deemed legally sufficient within the meaning of [section 13-40-108](#), C.R.S., if the notice is affixed to the main entrance of the mobile home.

(c) (I) Except as otherwise provided in subparagraph (II) of this paragraph (c), the home owner shall be given a period of not less than sixty days to remove any mobile home from the premises from the date the notice is served or posted. In those situations where a mobile home is being leased to, or occupied by, persons other than its owner and in a manner contrary to the rules and regulations of the landlord, then in that event, the tenancy may be terminated by the landlord upon giving a thirty-day notice rather than said sixty-day notice.

(II) If the tenancy is terminated on grounds specified in [section 38-12-203 \(1\) \(f\)](#), the home owner shall be given a period of not less than ten days to remove any mobile home from the premises from the date the notice is served or posted.

(2) No lease shall contain any provision by which the home owner waives his or her rights under this part 2, and any such waiver shall be deemed contrary to public policy and shall be unenforceable and void. In those situations where a mobile home is being leased to, or occupied by, persons other than its owner and in a manner contrary to the rules and regulations of the landlord, then, in that event, the tenancy may be terminated by the landlord upon giving a thirtyday notice rather than said sixty-day notice.

(3) The landlord or management of a mobile home park shall specify, in the notice required by this section, the reason for the termination, as described in [section 38-12-203](#), of any tenancy in such mobile home park. If the tenancy is being terminated based on the mobile home or mobile home lot being out of compliance with the rules and regulations adopted pursuant to [section 3812-203 \(1\) \(c\)](#), the notice required by this section shall include a statement advising the home owner that the home owner has a right to cure the noncompliance within thirty days of the date of service or posting of the notice to quit. The thirty-day period to cure any noncompliance set forth in this subsection (3) shall run concurrently with the sixty-day period to remove a mobile home from the premises as set forth in paragraph (c) of subsection (1) and subsection (2) of this section. Acceptance of rent by the landlord or management of a mobile home park during the thirty-day right to cure period set forth in [section 38-12-203 \(1\) \(c\)](#) shall not constitute a waiver of the landlord's right to terminate the tenancy for any noncompliance set forth in [section 38-12203 \(1\) \(c\)](#).

### **38-12-202.5. Action for termination**

(1) The action for termination shall be commenced in the manner described in [section 13-40-110](#), C.R.S. The property description shall be deemed legally sufficient and within the meaning of [section 13-40-110](#), C.R.S., if it states:

- (a) The name of the landlord or the mobile home park;
- (b) The mailing address of the property;
- (c) The location or space number upon which the mobile home is situate; and
- (d) The county in which the mobile home is situate.

(2) Service of summons shall be as specified in [section 13-40-112](#), C.R.S. Service by posting shall be deemed legally sufficient within the meaning of [section 13-40-112](#), C.R.S., if the summons is affixed to the main entrance of the mobile home.

(3) Jurisdiction of courts in cases of forcible entry, forcible detainer, or unlawful detainer shall be as specified in [section 13-40-109](#), C.R.S. Trial on the issue of possession shall be timely as specified in [section 13-40-114](#), C.R.S., with no delay allowed for the determination of other issues or claims which may be severed at the discretion of the trial court.

(4) After commencement of the action and before judgment, any person not already a party to the action who is discovered to have a property interest in the mobile home shall be allowed to enter into a stipulation with the landlord and be bound thereby.

### **38-12-203. Reasons for termination**

(1) A tenancy shall be terminated pursuant to this part 2 only for one or more of the following reasons:

- (a) Failure of the home owner to comply with local ordinances and state laws and regulations relating to mobile homes and mobile home lots;
- (b) Conduct of the home owner, on the mobile home park premises, which constitutes an annoyance to other home owners or interference with park management;
- (c) Failure of the home owner to comply with written rules and regulations of the mobile home park either established by the management in the rental agreement at the inception of the tenancy, amended subsequently thereto with the consent of the home owner, or amended subsequently thereto without the consent of the home owner on sixty days' written notice if the amended rules and regulations are reasonable; except that the home owner shall have thirty days from the date of service or posting of the

notice to quit set forth in [section 38-12-202 \(3\)](#) to cure any noncompliance on the mobile home or mobile home lot before an action for termination may be commenced, except if local ordinances, state laws and regulations, park rules and regulations, or emergency, health, or safety situations require immediate compliance. If a home owner was in violation or noncompliance pursuant to this paragraph (c) and was given notice and a right to cure such noncompliance and within a twelve-month period from the date of service of the notice is in noncompliance of the same rule or regulation and is given notice of the second noncompliance, there shall be no right to cure the second noncompliance. Regulations applicable to recreational facilities may be amended at the reasonable discretion of the management. For purposes of this paragraph (c), when the mobile home is owned by a person other than the owner of the mobile home park, the mobile home is a separate unit of ownership, and regulations that are adopted subsequent to the unit location in the park without the consent of the home owner and that place restrictions or requirements on that separate unit are prima facie unreasonable. Nothing in this paragraph (c) shall prohibit a mobile home park owner from requiring compliance with current park unit regulations at the time of sale or transfer of the mobile home to a new owner. Transfer under this paragraph (c) shall not include transfer to a co-owner pursuant to death or divorce or to a new co-owner pursuant to marriage.

(d) (I) Condemnation or change of use of the mobile home park. When the owner of a mobile home park is formally notified by a notice of intent to acquire pursuant to [section 38-1-121 \(1\)](#) or other similar provision of law, or a complaint in a condemnation action from an appropriate governmental agency that the mobile home park, or any portion thereof, is to be acquired by the governmental agency or may be the subject of a condemnation proceeding, the landlord shall, within seventeen days, notify the home owners in writing of the terms of the notice of intent to acquire or complaint received by the landlord.

(II) In those cases where the landlord desires to change the use of the mobile home park and where such change of use would result in eviction of inhabited mobile homes, the landlord shall first give the owner of each mobile home subject to such eviction a written notice of the landlord's intent to evict not less than six months prior to such change of use of the land, notice to be mailed to each home owner.

(e) The making or causing to be made, with knowledge, of false or misleading statements on an application for tenancy;

(f) Conduct of the home owner or any lessee of the home owner or any guest, agent, invitee, or associate of the home owner or lessee of the home owner, that:

(I) Occurs on the mobile home park premises and unreasonably endangers the life of the landlord, any home owner or lessee of the mobile home park, any person living in the park, or any guest, agent, invitee, or associate of the home owner or lessee of the home owner;

- (II) Occurs on the mobile home park premises and constitutes willful, wanton, or malicious damage to or destruction of property of the landlord, any home owner or lessee of the mobile home park, any person living in the park, or any guest, agent, invitee, or associate of the home owner or lessee of the home owner;
- (III) Occurs on the mobile home park premises and constitutes a felony prohibited under article 3, 4, 6, 7, 9, 10, 12, or 18 of title 18, C.R.S.; or
- (IV) Is the basis for a pending action to declare the mobile home or any of its contents a class 1 public nuisance under [section 16-13-303](#), C.R.S.

(2) In an action pursuant to this part 2, the landlord shall have the burden of proving that the landlord complied with the relevant notice requirements and that the landlord provided the home owner with a statement of reasons for the termination. In addition to any other defenses a home owner may have, it shall be a defense that the landlord's allegations are false or that the reasons for termination are invalid.

#### **38-12-204. Nonpayment of rent - notice required for rent increase**

- (1) Any tenancy or other estate at will or lease in a mobile home park may be terminated upon the landlord's written notice to the home owner requiring, in the alternative, payment of rent or the removal of the home owner's unit from the premises, within a period of not less than five days after the date notice is served or posted, for failure to pay rent when due.
- (2) Rent shall not be increased without sixty days' written notice to the home owner. In addition to the amount and the effective date of the rent increase, such written notice shall include the name, address, and telephone number of the mobile home park management, if such management is a principal owner, or owner of the mobile home park and, if the owner is other than a natural person, the name, address, and telephone number of the owner's chief executive officer or managing partner; except that such ownership information need not be given if it was disclosed in the rental agreement made pursuant to [section 38-12-213](#).

#### **38-12-204.3. Notice required for termination**

- (1) Where the tenancy of a mobile home owner is being terminated under [section 38-12-202](#) or [section 38-12-204](#), the landlord or mobile home park owner shall provide such mobile home owner with written notice as provided for in subsection (2) of this section. Service of such notice shall occur at the same time and in the same manner as service of:
  - (a) The notice to quit as provided in [section 38-12-202 \(1\)](#); or

(b) The notice of nonpayment of rent as provided in [section 38-12-204 \(1\)](#).

(2) The notice required under this section shall be in at least ten-point type and shall read as follows:

#### IMPORTANT NOTICE TO THE HOME OWNER:

This notice and the accompanying notice to quit/notice of nonpayment of rent are the first steps in the eviction process. Any dispute you may have regarding the grounds for eviction should be addressed with your landlord or the management of the mobile home park or in the courts if an eviction action is filed. Please be advised that the "Mobile Home Park Act", part 2 of article 12 of title 38, Colorado Revised Statutes, may provide you with legal protection:

NOTICE TO QUIT: The landlord or management of a mobile home park must serve to a home owner a notice to quit in order to terminate a home owner's tenancy. The notice must be in writing and must contain certain information, including:

;The grounds for the termination of the tenancy;

;Whether or not the home owner has a right to cure under the "Mobile Home Park Act"; and

;That the home owner has a right to mediation pursuant to [section 38-12-216](#), Colorado Revised Statutes, of the "Mobile Home Park Act".

NOTICE OF NONPAYMENT OF RENT: The landlord or management of a mobile home park must serve to a home owner a notice of nonpayment of rent in order to terminate a home owner's tenancy. The notice must be in writing and must require that the home owner either make payment of rent and any applicable fees due and owing or remove the owner's unit from the premises, within a period of not less than five days after the date the notice is served or posted, for failure to pay rent when due.

CURE PERIODS: If the home owner has a right to cure under the "Mobile Home Park Act", the landlord or management of a mobile home park cannot terminate a home owner's tenancy without first providing the home owner with a time period to cure the noncompliance. "Cure" refers to a home owner remedying, fixing, or otherwise correcting the situation or problem that caused the tenancy to be terminated pursuant to [sections 38-12-202](#), [38-12-203](#), or [38-12-204](#), CRS.

COMMENCEMENT OF LEGAL ACTION TO TERMINATE THE TENANCY: After the last

day of the notice period, a legal action may be commenced to take possession of the space leased by the home owner. In order to evict a home owner, the landlord or management of the mobile home park must prove:



;The landlord or management complied with the notice requirements of the "Mobile Home Park Act";  
;The landlord or management provided the home owner with a statement of reasons for termination of the tenancy; and  
;The reasons for termination of the tenancy are true and valid under the "Mobile Home Park Act".

A home owner must appear in court to defend against an eviction action. If the court rules in favor of the landlord or management of the mobile home park, the home owner will have not less than 48 hours from the time of the ruling to remove the mobile home and to vacate the premises. If a tenancy is being terminated pursuant to [section 38-12-203 \(1\) \(f\)](#), Colorado Revised Statutes, the home owner shall have not less than 48 hours from the time of the ruling to remove the home and vacate the premises. In all other circumstances, if the home owner wishes to extend such period beyond 48 hours but not more than thirty days from the date of the ruling, the home owner shall prepay to the landlord an amount equal to any total amount declared by the court to be due to the landlord, as well as a pro rata share of rent for each day following the court's ruling that the mobile home owner will remain on the premises. All prepayments shall be paid by certified check, by cashier's check, or by wire transfer and shall be paid no later than 48 hours after the court ruling.

#### **38-12-205. Termination prohibited**

A tenancy or other estate at will or lease in a mobile home park may not be terminated solely for the purpose of making the home owner's space in the park available for another mobile home or trailer coach.

#### **38-12-206. Home owner meetings - assembly in common areas**

Home owners shall have the right to meet and establish a homeowners' association. Meetings of home owners or the homeowners' association relating to mobile home living and affairs in their park common area, community hall, or recreation hall, if such a facility or similar facility exists, shall not be subject to prohibition by the park management if the common area or hall is reserved according to the park rules and such meetings are held at reasonable hours and when the facility is not otherwise in use; except that no such meetings shall be held in the streets or thoroughfares of the mobile home park.

#### **38-12-207. Security deposits - legal process**

(1) The owner of a mobile home park or his agents may charge a security deposit not greater than the amount of one month's rent or two month's rent for multiwide units.



(2) Legal process, other than eviction, shall be used for the collection of utility charges and incidental service charges other than those provided by the rental agreement.

### **38-12-208. Remedies**

(1) (a) Upon granting judgment for possession by the landlord in a forcible entry and detainer action, the court shall immediately issue a writ of restitution which the landlord shall take to the sheriff. In addition, if a money judgment has been requested in the complaint and if service was accomplished by personal service, the court shall determine and enter judgment for any amounts due to the landlord and shall calculate a pro rata daily rent amount that must be paid for the home to remain in the park. The court may rely upon information provided by the landlord or the landlord's attorney when determining the pro rata daily rent amount to be paid by the home owner. Upon receipt of the writ of restitution, the sheriff shall serve notice in accordance with the requirements of [section 13-40-108](#), C.R.S., to the home owner of the court's decision and entry of judgment.

(b) The notice of judgment shall state that, at a specified time not less than forty-eight hours from the entry of judgment if a tenancy is being terminated pursuant to [section 38-12-203 \(1\) \(f\)](#) and, in all other instances, not less than forty-eight hours from the entry of judgment, which may be extended to not more than thirty days after the entry of judgment if the home owner has prepaid by certified check, by cashier's check, or by wire transfer no later than forty-eight hours after the court ruling to the landlord an amount equal to any total amount declared by the court to be due to the landlord, as well as a pro rata share of rent for each day following the court's ruling that the mobile home owner will remain on the premises, the sheriff will return to serve a writ of restitution and superintend the peaceful and orderly removal of the mobile home under that order of court. The notice of judgment shall also advise the home owner to prepare the mobile home for removal from the premises by removing the skirting, disconnecting utilities, attaching tires, and otherwise making the mobile home safe and ready for highway travel.

(c) Should the home owner fail to have the mobile home safe and ready for physical removal from the premises or should inclement weather or other unforeseen problems occur at the time specified in the notice of judgment, the landlord and the sheriff may, by written agreement, extend the time for the execution of the writ of restitution to allow time for the landlord to arrange to have the necessary work done or to permit the sheriff's execution of the writ of restitution at a time when weather or other conditions will make removal less hazardous to the mobile home.

(d) If the mobile home is not removed from the landlord's land on behalf of the mobile home owner within the time permitted by the writ of restitution, then the landlord and the sheriff shall have the right to take possession of the mobile home for the purposes of removal and storage. The liability of the landlord and the sheriff in such

event shall be limited to gross negligence or willful and wanton disregard of the property rights of the home owner. The responsibility to prevent freezing and to prevent wind and weather damage to the mobile home lies exclusively with those persons who have a property interest in the mobile home; except that the landlord may take appropriate action to prevent freezing, to prevent wind and weather damage, and to prevent damage caused by vandals.

(e) Reasonable removal and storage charges and the costs associated with preventing damage caused by wind, weather, or vandals can be paid by any party in interest. Those charges will run with the mobile home, and whoever ultimately claims the mobile home will owe that sum to the person who paid it.

(2) (a) Prior to the issuance of said writ of restitution, the court shall make a finding of fact based upon evidence or statements of counsel that there is or is not a security agreement on the mobile home being subjected to the writ of restitution. A written statement on the mobile home owner's application for tenancy with the landlord that there is no security agreement on the mobile home shall be prima facie evidence of the nonexistence of such security agreement.

(b) In those cases where the court finds there is a security agreement on the mobile home subject to the writ of restitution and where that holder of the security agreement can be identified with reasonable certainty, then, upon receipt of the writ of restitution, the plaintiff shall promptly inform the holder of such security agreement as to the location of the mobile home, the name of the landlord who obtained the writ of restitution, and the time when the mobile home will be subject to removal by the sheriff and the landlord.

(3) The remedies provided in part 1 of this article and article 40 of title 13, C.R.S., except as inconsistent with this part 2, shall be applicable to this part 2.

### **38-12-209. Entry fees prohibited - entry fee defined - security deposit - court costs**

(1) The owner of a mobile home park, or the agent of such owner, shall neither pay to nor receive from an owner or a seller of a mobile home an entry fee of any type as a condition of tenancy in a mobile home park.

(2) As used in this section, "entry fee" means any fee paid to or received from an owner of a mobile home park or his agent except for:

(a) Rent;

(b) A security deposit against actual damages to the premises or to secure rental payments, which deposit shall not be greater than the amount allowed under this part 2. Subsequent to July 1, 1979, security deposits will remain the property of the home owner, and they shall be deposited into a separate trust account by the

landlord to be administered by the landlord as a private trustee. For the purpose of preserving the corpus, the landlord will not commingle the trust funds with other money, but he is permitted to keep the interest and profits thereon as his compensation for administering the trust account.

- (c) Fees charged by any state, county, town, or city governmental agency;
- (d) Utilities;
- (e) Incidental reasonable charges for services actually performed by the mobile home park owner or his agent and agreed to in writing by the home owner.

(3) The trial judge may award court costs and attorney fees in any court action brought pursuant to any provision of this part 2 to the prevailing party upon finding that the prevailing party undertook the court action and legal representation for a legally sufficient reason and not for a dilatory or unfounded cause.

(4) The management or the resident may bring a civil action for violation of the rental agreement or any provision of this part 2 in the appropriate court of the county in which the park is located. Either party may recover actual damages or, the court may in its discretion award such equitable relief as it deems necessary, including the enjoining of either party from further violations.

### **38-12-210. Closed parks prohibited**

(1) The owner of a mobile home park or his agent shall not require as a condition of tenancy in a mobile home park that the prospective home owner has purchased a mobile home from any particular seller or from any one of a particular group of sellers.

(2) Such owner or agent shall not give any special preference in renting to a prospective home owner who has purchased a mobile home from a particular seller.

(3) A seller of mobile homes shall not require as a condition of sale that a purchaser locate in a particular mobile home park or in any one of a particular group of mobile home parks.

(4) The owner or operator of a mobile home park shall treat all persons equally in renting or leasing available space. Notwithstanding the foregoing, nothing in this subsection (4) shall be construed to preclude owners and operators of mobile home parks from providing housing for older persons as defined in [section 24-34-502 \(7\) \(b\)](#), C.R.S.

### **38-12-211. Selling fees prohibited**

The owner of a mobile home park or his agent shall not require payment of any type of selling fee or transfer fee by either a home owner in the park wishing to sell his mobile home to another party or by any party wishing to buy a mobile home from a home owner in the park as a condition of tenancy in a mobile home park for the prospective buyer. This section shall in no way prevent the owner of a mobile home park or his agent from applying the normal park standards to prospective buyers before granting or denying tenancy or from charging a reasonable selling fee or transfer fee for services actually performed and agreed to in writing by the home owner. Nothing in this section shall be construed to affect the rent charged. The owner of a mobile home shall have the right to place a "for sale" sign on or in his mobile home. The size, placement, and character of such signs shall be subject to reasonable rules and regulations of the mobile home park.

### **38-12-212. Certain types of landlord-seller agreements prohibited**

A seller of mobile homes shall not pay or offer cash or other consideration to the owner of a mobile home park or his agent for the purpose of reserving spaces or otherwise inducing acceptance of one or more mobile homes in a mobile home park.

#### **38-12-212.3. Responsibilities of landlord - acts prohibited**

(1) (a) Except as otherwise provided in this section, a landlord shall be responsible for and pay the cost of the maintenance and repair of:

- (I) Any sewer lines, water lines, utility service lines, or related connections owned and provided by the landlord to the utility pedestal or pad space for a mobile home sited in the park; and
- (II) Any accessory buildings or structures, including, but not limited to, sheds and carports, owned by the landlord and provided for the use of the residents; and
- (III) The premises as defined in [section 38-12-201.5 \(5\)](#).

(b) Any landlord who fails to maintain or repair the items delineated in paragraph (a) of this subsection (1) shall be responsible for and pay the cost of repairing any damage to a mobile home which results from such failure. The landlord shall ensure that all plumbing lines and connections owned and provided by the landlord to the utility pedestal or pad space for each mobile home in the mobile home park have plumbing that conformed to applicable law in effect at the time the plumbing was installed and that is maintained in good working order and running water and reasonable amounts of water at all times furnished to the utility pedestal or pad space and shall ensure that each pad space is connected to a sewage disposal system approved under applicable law; except that these conditions need not be met if:

- (I) A mobile home is individually metered and the tenant occupying the mobile home fails to pay for water services;
- (II) The local government in which the mobile home park is situated shuts off water service to a mobile home for any reason;
- (III) Weather conditions present a likelihood that water pipes will freeze, water pipes to a mobile home are wrapped in heated pipe tape, and the utility company has shut off electrical service to a mobile home for any reason or the heat tape malfunctions for any reason; or

(IV) Running water is not available for any other reason outside the landlord's control.

(c) The landlord shall give a minimum of two days' notice to a mobile home owner if the water service will be disrupted for planned maintenance. The landlord shall attempt to give a reasonable amount of notice to home owners if water service is to be disrupted for any other reasons unless conditions are such that providing the notice would result in property damage, health, or safety concerns or when conditions otherwise require emergency repair.

(2) No landlord shall require a resident to assume the responsibilities outlined in subsection (1) of this section as a condition of tenancy in the mobile home park.

(3) Nothing in this section shall be construed as:

- (a) Limiting the liability of a resident for the cost of repairing any damage caused by such resident to the landlord's property or other property located in the park; or
- (b) Restricting a landlord or his agent or a property manager from requiring a resident to comply with reasonable rules and regulations or terms of the rental agreement and any covenants binding upon the landlord or resident, including covenants running with the land which pertain to the cleanliness of such resident's lot and routine lawn and yard maintenance, exclusive of major landscaping projects.

#### **38-12-212.7. Landlord utilities account**

(1) Whenever a landlord contracts with a utility for service to be provided to a resident, the usage of which is to be measured by a master meter or other composite measurement device, such landlord shall remit to the utility all moneys collected from each resident as payment for the resident's share of the charges for such utility service within forty-five days of the landlord's receipt of payment.

(2) If a landlord fails to timely remit utility moneys collected from residents as required by subsection (1) of this section, such utility may, after written demand therefor is served upon the landlord, require the landlord to deposit an amount equal to the

average daily charge for the usage of such utility service for the preceding twelve months multiplied by the sum of ninety.

(3) Any utility which prevails in an action brought to enforce the provisions of this section shall be entitled to an award of its reasonable attorney fees and court costs.

### **38-12-213. Rental agreement - disclosure of terms in writing**

(1) The terms and conditions of a tenancy must be adequately disclosed in writing in a rental agreement by the management to any prospective home owner prior to the rental or occupancy of a mobile home space or lot. Said disclosures shall include:

- (a) The term of the tenancy and the amount of rent therefor, subject to the requirements of subsection (4) of this section;
- (b) The day rental payment is due and payable;
- (c) The day when unpaid rent shall be considered in default;
- (d) The rules and regulations of the park then in effect;
- (e) The name and mailing address where a manager's decision can be appealed;
- (f) All charges to the home owner other than rent.

(2) Said rental agreement shall be signed by both the management and the home owner, and each party shall receive a copy thereof.

(3) The management and the home owner may include in a rental agreement terms and conditions not prohibited by this part 2.

(4) The terms of tenancy shall be specified in a written rental agreement subject to the following conditions:

- (a) The standard rental agreement shall be for a month-to-month tenancy.
- (b) Upon written request by the home owner to the landlord, the landlord shall allow a rental agreement for a fixed tenancy of not less than one year if the home owner is current on all rent payments and is not in violation of the terms of the then-current rental agreement; except that an initial rental agreement for a fixed tenancy may be for less than one year in order to ensure conformity with a standard anniversary date. A landlord shall not evict or otherwise penalize a home owner for requesting a rental agreement for a fixed period.

- (c) A landlord may, in the landlord's discretion, allow a lease for a fixed period of longer than one year. In such circumstances, the requirements of paragraphs (a) and (b) of this subsection (4) shall not apply.

### **38-12-214. Rules and regulations**

- (1) The management shall adopt written rules and regulations concerning all home owners' use and occupancy of the premises. Such rules and regulations are enforceable against a home owner only if:
  - (a) Their purpose is to promote the convenience, safety, or welfare of the home owners, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities held out for the home owners generally;
  - (b) They are reasonably related to the purpose for which they are adopted;
  - (c) They are not retaliatory or discriminatory in nature;
  - (d) They are sufficiently explicit in prohibition, direction, or limitation of the home owner's conduct to fairly inform him of what he must or must not do to comply.

### **38-12-215. New developments and parks - rental of sites to dealers authorized**

- (1) The management of a new mobile home park or manufactured housing community development may require as a condition of leasing a mobile home site or manufactured home site for the first time such site is offered for lease that the prospective lessee has purchased a mobile home or manufactured home from a particular seller or from any one of a particular group of sellers.
- (2) A licensed mobile home dealer or a manufactured home dealer may, by contract with the management of a new mobile home park or manufactured housing community development, be granted the exclusive right to first-time rental of one or more mobile home sites or manufactured home sites.

### **38-12-216. Mediation, when permitted - court actions**

- (1) In any controversy between the management and a home owner of a mobile home park arising out of the provisions of this part 2, except for the nonpayment of rent or in cases in which the health or safety of other home owners is in imminent danger, such controversy may be submitted to mediation by either party prior to the filing of a forcible entry and detainer lawsuit upon agreement of the parties.
- (2) The agreement, if one is reached, shall be presented to the court as a stipulation. Either party to the mediation may terminate the mediation process at any time without prejudice.

(3) If either party subsequently violates the stipulation, the other party may apply immediately to the court for relief.

### **38-12-217. Notice of sale of mobile home park - notice of change in use**

(1) (a) The mobile home park owner shall notify the owners of all mobile homes in the park and the municipality in which the park is situated or, if none, the county in which the park is situated of his or her intent to change the use of the land comprising the park or to sell the park pursuant to paragraph (b) or (c) of this subsection (1), as applicable.

(b) If the mobile home park owner intends to sell the park, the notification shall be made only once for any particular contract to sell or trade and shall be by written notice mailed to each mobile home owner at the address shown on the rental agreement with the mobile home park owner at least ten days prior to the first scheduled closing for the sale or trade.

(c) If the mobile home park owner intends to change the use of the land comprising the mobile home park, the mobile home park owner shall give written notice to each mobile home owner at least one hundred eighty days before the change in use will occur. The mobile home park owner shall mail the written notice to each mobile home owner at the address shown on the rental agreement with the mobile home park owner.

(2) The provisions of paragraph (b) of subsection (1) of this section shall not apply to the sale of a mobile home park when such sale occurs between members of an immediate family, related business entities, members and managers of a limited liability company, shareholders, officers, and directors in a corporation, trustees and beneficiaries of a trust, or partners and limited liability partners in a partnership or limited liability partnership; except that such purchasers shall not change the use of the land comprising the mobile home park without complying with the notice provisions of this section. For purposes of this section, "immediate family" means persons related by blood or adoption.

### **38-12-218. Mobile home owners - right to form a cooperative**

One or more members of a homeowners' association may, at any time, form a cooperative for the purposes of offering to purchase or finance a mobile home park. A home owner shall be a member of the homeowners' association in order to participate in the cooperative, and participation in the cooperative shall be voluntary.

### **38-12-219. Home owners' and landlords' rights**

(1) Every home owner and landlord shall have the right to the following:



- (a) Protection from abuse or disregard of state or local law by the landlord and home owners;
- (b) Peaceful enjoyment of the home owner's mobile home space, free from unreasonable, arbitrary, or capricious rules and enforcement thereof; and
- (c) Tenancy free from harassment or frivolous lawsuits by the landlord and homeowners.

### **38-12-220. Private civil right of action**

Any home owner who owns a home in a mobile home park where the landlord has violated any provision of this article shall have a private civil right of action against the landlord. In any such action, the home owner shall be entitled to actual economic damages and reasonable attorney fees and costs if the home owner is successful in the action.

### **38-12-221. Access by counties and municipalities**

Notwithstanding any other provision of law, upon a finding that the utilities in a park create a significant health or safety danger to park residents, the landlord of a mobile home park shall grant county or municipal officers or employees access to the mobile home park for the purposes of investigating or conducting a study related to such danger.