

1 **MOBILE HOME PARK RESIDENCY ACT**

2 **AMENDMENTS**

3 2002 GENERAL SESSION

4 STATE OF UTAH

5 **Sponsor: Wayne A. Harper**

6 **This act amends the Mobile Home Park Residency Act. The act adds defined terms. The act**
7 **requires disclosure by the mobile home park of certain rights and protections of residents.**
8 **The act requires mobile home park management to meet with park residents to discuss any**
9 **proposal to reduce or restrict park amenities and to discuss disputed occurrences of**
10 **noncompliance with rules. If amenities are substantially reduced or restricted, the act**
11 **requires the mobile home park to make an equitable reduction in the rents. The act adds a**
12 **grace period for nonpayment of rent, fees, and service charges. The act modifies provisions**
13 **regarding the promulgation of rules by a mobile home park and delays the permitted**
14 **effective date of certain park rules. The act makes technical changes.**

15 This act affects sections of Utah Code Annotated 1953 as follows:

16 AMENDS:

17 **57-16-3**, as enacted by Chapter 178, Laws of Utah 1981

18 **57-16-4**, as last amended by Chapter 256, Laws of Utah 2001

19 **57-16-5**, as last amended by Chapter 256, Laws of Utah 2001

20 **57-16-7**, as last amended by Chapter 114, Laws of Utah 1997

21 ENACTS:

22 **57-16-4.1**, Utah Code Annotated 1953

23 *Be it enacted by the Legislature of the state of Utah:*

24 Section 1. Section **57-16-3** is amended to read:

25 **57-16-3. Definitions.**

26 As used in this chapter:

27 (1) "Amenities" means recreational or social features located at a mobile home park, such



28 as a club house, a park, a playground, a swimming pool or hot tub, a tennis court, or a basketball
29 court.

30 [~~(8)~~] (2) "Change of use" means a change of the use of a mobile home park, or any part
31 of it, for a purpose other than the rental of mobile home spaces.

32 [~~(7)~~] (3) "Fees" means other charges incidental to a resident's tenancy including, but not
33 limited to, late fees, charges for pets, charges for storage of recreational vehicles, charges for the
34 use of park facilities, and security deposits.

35 [~~(4)~~] (4) "Mobile home" means a transportable structure in one or more sections with the
36 plumbing, heating, and electrical systems contained within the unit, which when erected on a site,
37 may be used with or without a permanent foundation as a family dwelling.

38 [~~(2)~~] (5) "Mobile home park" means any tract of land on which two or more mobile home
39 spaces are leased, or offered for lease or rent, to accommodate mobile homes for residential
40 purposes.

41 [~~(4)~~] (6) "Mobile home space" means a specific area of land within a mobile home park
42 designed to accommodate one mobile home.

43 [~~(5)~~] (7) "Rent" means charges paid for the privilege of occupying a mobile home space,
44 and may include service charges and fees.

45 [~~(3)~~] (8) "Resident" means an individual who leases or rents space in a mobile home park.

46 [~~(6)~~] (9) "Service charges" means separate charges paid for the use of electrical and gas
47 service improvements which exist at a mobile home space, or for trash removal, sewage and water,
48 or any combination of the above.

49 (10) "Settlement discussion expiration" means:

50 (a) the resident has failed to give a written notice of dispute within the ten-day period
51 specified in Subsection 57-16-4.1(2); or

52 (b) the resident and management of the mobile home park have met together under
53 Subsection 57-16-4.1(3) but were unsuccessful in resolving the dispute in their meeting.

54 Section 2. Section **57-16-4** is amended to read:

55 **57-16-4. Termination of lease or rental agreement -- Required contents of lease --**
56 **Increases in rents or fees -- Sale of homes -- Notice regarding planned reduction or**
57 **restriction of amenities.**

58 (1) A mobile home park or its agents may not terminate a lease or rental agreement upon

59 any ground other than as specified in this chapter.

60 (2) Each agreement for the lease of mobile home space shall be written and signed by the
61 parties. Each lease shall contain at least the following information:

62 (a) the name and address of the mobile home park owner and any persons authorized to
63 act for the owner, upon whom notice and service of process may be served;

64 (b) the type of the leasehold, and whether it be term or periodic;

65 (c) a full disclosure of all rent, service charges, and other fees presently being charged on
66 a periodic basis;

67 (d) the date or dates on which the payment of rent, fees, and service charges are due; [~~and~~]

68 (e) all rules that pertain to the mobile home park which, if broken, may constitute grounds
69 for eviction[-]; and

70 (f) a disclosure in conspicuous type, at least 14 font, describing:

71 (i) the protection a resident has under Subsection (1) against unilateral termination of the
72 lease by the mobile home park except for the causes described in Section 57-16-5;

73 (ii) the causes for which the mobile home park may terminate the lease as described in
74 Section 57-16-5; and

75 (iii) the resident's rights to terminate the lease at any time without cause, upon reasonable
76 notice to the mobile home park, and to advertise and sell the resident's mobile home.

77 (3) (a) Increases in rent or fees for periodic tenancies shall be unenforceable until 60 days
78 after notice of the increase is mailed to the resident. If service charges are not included in the rent,
79 service charges may be increased during the leasehold period after notice to the resident is given,
80 and increases or decreases in electricity rates shall be passed through to the resident. Annual
81 income to the park for service charges may not exceed the actual cost to the park of providing the
82 services on an annual basis. In determining the costs of the services, the park may include
83 maintenance costs related to those utilities which are part of the service charges.

84 (b) The mobile home park may not alter the date or dates on which rent, fees, and service
85 charges are due unless a 60-day written notice precedes the alteration.

86 (4) Any rule or condition of a lease purporting to prevent or unreasonably limit the sale
87 of a mobile home belonging to a resident is void and unenforceable. The mobile home park may,
88 however, reserve the right to approve the prospective purchaser of a mobile home who intends to
89 become a resident, but the approval may not be unreasonably withheld. The mobile home park

90 may require proof of ownership as a condition of approval. The mobile home park may
91 unconditionally refuse to approve any purchaser of a mobile home who does not register prior to
92 purchase.

93 (5) If all of the conditions of Section 41-1a-116 are met, a mobile home park may request
94 from the Motor Vehicle Division the names and addresses of the lienholder or owner of any mobile
95 home located in the park.

96 (6) A mobile home park may not restrict a resident's right to advertise for sale or to sell
97 his mobile home. However, the park may limit the size of a "for sale" sign affixed to the mobile
98 home to not more than 144 square inches.

99 (7) A mobile home park may not compel a resident who desires to sell his mobile home,
100 either directly or indirectly, to sell it through an agent designated by the mobile home park.

101 (8) In order to upgrade the quality of a mobile home park, it may require that a mobile
102 home be removed from the park upon sale if:

103 (a) the mobile home does not meet minimum size specifications; or

104 (b) the mobile home is in rundown condition or in disrepair.

105 (9) (a) A mobile home park that desires to reduce or restrict mobile home park amenities
106 shall comply with the requirements of this Subsection (9).

107 (b) For 30 days after a mobile home park decides to propose reducing or restricting
108 amenities the mobile home park shall allow residents, individually or through a representative of
109 a group of residents, the opportunity to meet with mobile home park management about the
110 proposed reduction or restriction. A meeting shall be held within 15 days after receipt by the
111 mobile home park of a written request for the meeting by the residents or a representative.

112 (c) If no resident requests a meeting under Subsection (9)(b), the mobile home park
113 management shall nevertheless schedule at least one meeting for the purpose of discussing the
114 proposed restriction or reduction of amenities with residents and shall provide at least ten days'
115 advance written notice of the date, time, location, and purposes of the meeting to all residents.

116 (d) If amenities are substantially reduced or restricted, the mobile home park shall make
117 an equitable reduction in the rents of residents, to compensate the residents for the reduction or
118 restriction of amenities. The mobile home park has discretion to determine the amount of the
119 equitable reduction in rents.

120 Section 3. Section **57-16-4.1** is enacted to read:

121 **57-16-4.1. Meeting to attempt resolution of disputes.**

122 (1) If a mobile home park determines that a resident has failed to comply with a mobile
123 home park rule, the mobile home park may not terminate the lease agreement or commence legal
124 proceedings without first giving a written notice of noncompliance to the resident. The written
125 notice of noncompliance shall specify in detail each and every rule violation then claimed by the
126 mobile home park.

127 (2) If the resident disputes the occurrences of noncompliance claimed by the mobile home
128 park in the written notice of noncompliance, then notwithstanding the provisions of the lease the
129 resident has the right to require management of the mobile home park to participate in a meeting
130 with the resident by giving to the mobile home park, within ten days after receiving the written
131 notice of noncompliance, a written notice disputing the occurrences of breach and requesting a
132 meeting with management of the mobile home park to attempt to resolve the dispute. If the
133 resident fails to give the mobile home park a written notice of dispute within the ten-day period,
134 the resident's right to request a meeting under this section is considered to be waived.

135 (3) If the resident gives a timely written notice under Subsection (2), the resident and
136 management of the mobile home park shall meet in person in a settlement discussion to attempt
137 to resolve the dispute between the parties. The meeting shall take place within ten days after the
138 resident gives the written notice under Subsection (2).

139 (4) Subsections (1), (2), and (3) do not apply to a rule violation arising from behavior
140 described in Section 57-16-5(1)(c).

141 Section 4. Section **57-16-5** is amended to read:

142 **57-16-5. Cause required for terminating lease -- Causes -- Cure periods -- Notice.**

143 (1) An agreement for the lease of mobile home space in a mobile home park may be
144 terminated by mutual agreement or for any one or more of the following causes:

145 (a) failure of a resident to comply with a mobile home park rule:

146 (i) relating to repair, maintenance, or construction of awnings, skirting, decks, or sheds for
147 a period of 60 days after the latter to occur of settlement discussion expiration, as defined in
148 Section 57-16-3, or receipt [of a notice of noncompliance] by the resident of a written notice of
149 noncompliance from the mobile home park under Subsection 57-16-4.1(1); or

150 (ii) relating to any other park rule for a period of seven days after the latter to occur of
151 settlement discussion expiration or receipt [of notice of noncompliance] by the resident of a written

152 notice of noncompliance from the mobile home park, except relating to maintenance of a resident’s
153 yard and space, the mobile home park may elect not to proceed with the seven-day cure period and
154 may provide the resident with written notice as provided in Subsection (2);

155 (b) repeated failure of a resident to abide by a mobile home park rule, if the original
156 written notice of noncompliance states that another violation of the same or a different rule might
157 result in forfeiture without any further period of cure;

158 (c) behavior by a resident, any other person who resides with a resident, or who is an
159 invited guest or visitor of a resident, that threatens or substantially endangers the security, safety,
160 well-being, or health of other persons in the park or threatens or damages property in the park;

161 (d) nonpayment of rent, fees, or service charges for a period of seven business days after
162 the due date; or

163 (e) a change in the land use or condemnation of the mobile home park or any part of it.

164 (2) If the mobile home park elects not to proceed with the seven-day cure period in
165 Subsection (1)(a)(ii), a 15-day written notice of noncompliance shall:

166 (a) state that if the resident does not perform the resident's duties or obligations under the
167 lease agreement or rules of the mobile home park within 15 days after the latter to occur of
168 settlement discussion expiration or receipt by the resident of the written notice of noncompliance,
169 the mobile home park may enter onto the resident's space and cure any default;

170 (b) state the expected reasonable cost of curing the default;

171 (c) require the resident to pay all costs incurred by the mobile home park to cure the
172 default by the first day of the month following receipt of a billing statement from the mobile home
173 park;

174 (d) state that the payment required under Subsection (2)(b) shall be considered additional
175 rent; and

176 (e) state that the resident’s failure to make the payment required by Subsection (2)(b) in
177 a timely manner shall be a default of the resident’s lease and shall subject the resident to all other
178 remedies available to the mobile home park for a default, including remedies available for failure
179 to pay rent.

180 Section 5. Section **57-16-7** is amended to read:

181 **57-16-7. Rules of parks.**

182 (1) (a) A mobile home park may promulgate rules related to the health, safety, and

183 appropriate conduct of residents and to the maintenance and upkeep of such park. No change in
184 rule that is unconscionable is valid.

185 (b) (i) No new or amended rule shall take effect, nor provide the basis for an eviction
186 notice, until the expiration of at least:

187 (A) 180 days after its promulgation if it is a rule that requires a resident to make
188 improvements to the resident's mobile home or mobile home space or that otherwise requires a
189 resident to incur an expense in order to comply with the rule; or

190 (B) 60 days after its promulgation if it is a rule other than one described in Subsection
191 (1)(b)(i)(A).

192 (ii) Each resident, as a condition precedent to [~~such rule being in effect~~] a rule under this
193 Subsection (1)(b) becoming effective, shall be provided with a copy of each new or amended rule
194 that does not appear in [~~their~~] the resident's lease agreement promptly upon promulgation of the
195 rule.

196 (c) (i) For 30 days after the mobile home park proposes amendments to the mobile home
197 park rules, the mobile home park shall allow residents, individually or through a representative of
198 a group of residents, the opportunity to meet with the mobile home park management about the
199 proposed amendments. [~~The meetings~~] A meeting shall be held within 15 days after receipt of
200 written request for the meeting by the residents or the representative.

201 (ii) If no resident requests a meeting under Subsection (1)(c)(i), the mobile home park shall
202 nevertheless schedule at least one meeting for the purpose of discussing the proposed rule
203 amendments with residents and shall provide at least ten days' advance written notice of the date,
204 time, location, and purposes of the meeting to all residents.

205 (2) A mobile home park may specify the type of material used, and the methods used in
206 the installation of, underskirting, awnings, porches, fences, or other additions or alterations to the
207 exterior of a mobile home, and may also specify the tie-down equipment used in a mobile home
208 space, in order to insure the safety and good appearance of the park; but under no circumstances
209 may it require a resident to purchase such material or equipment from a supplier designated by the
210 mobile home park.

211 (3) No mobile home park may charge an entrance fee, exit fee, nor installation fee, but
212 reasonable landscaping and maintenance requirements may be included in the mobile home park
213 rules. The resident is responsible for all costs incident to connection of the mobile home to

214 existing mobile home park facilities and for the installation and maintenance of the mobile home
215 on the mobile home space.

216 (4) Nothing in this section shall be construed to prohibit a mobile home park from
217 requiring a reasonable initial security deposit.

Legislative Review Note
as of 1-17-02 4:16 PM

A limited legal review of this legislation raises no obvious constitutional or statutory concerns.

Office of Legislative Research and General Counsel