

28	AMENDS:
29	57-16-4, as last amended by Laws of Utah 2015, Chapter 233
30	57-16-5, as last amended by Laws of Utah 2002, Chapter 255
31	57-16-6, as last amended by Laws of Utah 2008, Chapters 3 and 55
32	57-16-7, as last amended by Laws of Utah 2002, Chapter 255
33	57-16-7.5, as enacted by Laws of Utah 1997, Chapter 114
34	ENACTS:
35	57-16-19 , Utah Code Annotated 1953
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37	Be it enacted by the Legislature of the state of Utah:
38	Section 1. Section 57-16-4 is amended to read:
39	57-16-4. Termination of lease or rental agreement Required contents of lease
40	Increases in rents or fees Sale of homes Notice regarding planned reduction or
41	restriction of amenities.
42	(1) A mobile home park or its agents may not terminate a lease or rental agreement
43	upon any ground other than as specified in this chapter.
44	[(2) Each agreement for the lease of mobile home space shall be written and signed by
45	the parties.]
46	(2) (a) A mobile home park and a mobile home park resident that enter into an
47	agreement for the lease of a mobile home park space shall:
48	(i) enter into the lease agreement in writing; and
49	(ii) sign the lease agreement.
50	(b) A mobile home park shall, for each lease entered into by the mobile home park
51	with a mobile home park resident:
52	(i) maintain a written copy of the lease; and
53	(ii) make a written copy of the lease available to the mobile home park resident at any
54	time upon request.
55	(3) Each lease shall contain at least the following information:
56	(a) the name and address of the mobile home park owner and any persons authorized to
57	act for the owner, upon whom notice and service of process may be served;
58	(b) the type of the leasehold, whether it be term or periodic, and, in leases entered into

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- on or after May 6, 2002, a conspicuous disclosure describing the protection a resident has under Subsection (1) against unilateral termination of the lease by the mobile home park except for the causes described in Section 57-16-5;
 - (c) (i) a full disclosure of all rent, service charges, and other fees presently being charged on a periodic basis; and
 - (ii) a full disclosure of utility infrastructure owned by the mobile home park owner or its agent that is maintained through service charges and fees charged by the mobile home park owner or its agent;
 - (d) the date or dates on which the payment of rent, fees, and service charges are due; and
 - (e) all rules that pertain to the mobile home park that, if broken, may constitute grounds for eviction, including, in leases entered into on or after May 6, 2002, a conspicuous disclosure regarding:
 - (i) the causes for which the mobile home park may terminate the lease as described in Section 57-16-5; and
 - (ii) the resident's rights to:
 - (A) terminate the lease at any time without cause, upon giving the notice specified in the resident's lease; and
 - (B) advertise and sell the resident's mobile home.
 - (4) (a) Increases in rent or fees for periodic tenancies are unenforceable until 60 days after notice of the increase is mailed to the resident.
 - (b) If service charges are not included in the rent, the mobile home park may:
 - (i) increase service charges during the leasehold period after giving notice to the resident; and
 - (ii) pass through increases or decreases in electricity rates to the resident.
 - (c) Annual income to the park for service charges may not exceed the actual cost to the mobile home park of providing the services on an annual basis.
 - (d) In determining the costs of the services, the mobile home park may include maintenance costs related to those utilities that are part of the service charges.
 - (e) The mobile home park may not alter the date on which rent, fees, and service charges are due unless the mobile home park provides a 60-day written notice to the resident

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- (5) (a) Except as provided in Subsection (3)(b), a rule or condition of a lease that purports to prevent or unreasonably limit the sale of a mobile home belonging to a resident is void and unenforceable.
 - (b) The mobile home park:
 - (i) may reserve the right to approve the prospective purchaser of a mobile home who intends to become a resident;
 - (ii) may not unreasonably withhold that approval;
 - (iii) may require proof of ownership as a condition of approval; or
 - (iv) may unconditionally refuse to approve any purchaser of a mobile home who does not register before purchasing the mobile home.
 - (6) If all of the conditions of Section 41-1a-116 are met, a mobile home park may request the names and addresses of the lienholder or owner of any mobile home located in the park from the Motor Vehicle Division.
 - (7) (a) A mobile home park may not restrict a resident's right to advertise for sale or to sell a mobile home.
 - (b) A mobile home park may limit the size of a "for sale" sign affixed to the mobile home to not more than 144 square inches.
 - (8) A mobile home park may not compel a resident who wishes to sell a mobile home to sell it, either directly or indirectly, through an agent designated by the mobile home park.
 - (9) A mobile home park may require that a mobile home be removed from the park upon sale if:
 - (a) the mobile home park wishes to upgrade the quality of the mobile home park; and
 - (b) the mobile home either does not meet minimum size specifications or is in a rundown condition or is in disrepair.
 - (10) Within 30 days after a mobile home park proposes reducing or restricting amenities, the mobile home park shall:
 - (a) schedule at least one meeting for the purpose of discussing the proposed restriction or reduction of amenities with residents; and
- 119 (b) provide at least 10 days advance written notice of the date, time, location, and purposes of the meeting to each resident.

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121	(11) If a mobile home park uses a single-service meter, the mobile home park owner
122	shall include a full disclosure on a resident's utility bill of the resident's utility charges.
123	(12) The mobile home park shall ensure that the following are posted at all times in a
124	conspicuous place in a common area of the mobile home park:
125	(a) a copy of this chapter; and
126	(b) a notice that:
127	(i) summarizes the rights and responsibilities described in this chapter; and
128	[(ii) includes information on how to use the helpline described in Title 57, Chapter 16a
129	Mobile Home Park Helpline; and]
130	[(iii)] (ii) is in a form approved by the Office of the Attorney General.
131	Section 2. Section 57-16-5 is amended to read:
132	57-16-5. Cause required for terminating lease Causes Cure periods Notice.
133	(1) An agreement for the lease of mobile home space in a mobile home park may be
134	terminated by mutual agreement or for any one or more of the following causes:
135	(a) failure of a resident to comply with a mobile home park rule:
136	(i) relating to repair, maintenance, or construction of awnings, skirting, decks, or sheds
137	for a period of 60 days after receipt by a resident of a written notice of noncompliance from the
138	mobile home park under Subsection 57-16-4.1(1); or
139	(ii) relating to any other park rule for a period of seven days after the latter to occur of
140	settlement discussion expiration or receipt by the resident of a written notice of noncompliance
141	from the mobile home park, except relating to maintenance of a resident's yard and space, the
142	mobile home park may elect not to proceed with the seven-day cure period and may provide the
143	resident with written notice as provided in Subsection (2);
144	(b) repeated failure of a resident to abide by a mobile home park rule, if the original
145	written notice of noncompliance states that another violation of the same or a different rule
146	might result in forfeiture without any further period of cure;
147	(c) behavior by a resident or any other person who resides with a resident, or who is an
148	invited guest or visitor of a resident, that threatens or substantially endangers the security,
149	safety, well-being, or health of other persons in the park or threatens or damages property in the
150	park including:
151	(i) use or distribution of illegal drugs;

152	(ii) distribution of alcohol to minors; or
153	(iii) commission of a crime against property or a person in the park;
154	(d) nonpayment of rent, fees, or service charges for a period of [five] 30 days after the
155	due date;
156	(e) a change in the land use or condemnation of the mobile home park or any part of it;
157	or
158	(f) a prospective resident provides materially false information on the application for
159	residency regarding the prospective resident's criminal history.
160	(2) If the mobile home park elects not to proceed with the seven-day cure period in
161	Subsection (1)(a)(ii), a 15-day written notice of noncompliance shall:
162	(a) state that if the resident does not perform the resident's duties or obligations under
163	the lease agreement or rules of the mobile home park within 15 days after receipt by the
164	resident of the written notice of noncompliance, the mobile home park may enter onto the
165	resident's space and cure any default;
166	(b) state the expected reasonable cost of curing the default;
167	(c) require the resident to pay all costs incurred by the mobile home park to cure the
168	default by the first day of the month following receipt of a billing statement from the mobile
169	home park;
170	(d) state that the payment required under Subsection (2)(b) shall be considered
171	additional rent; and
172	(e) state that the resident's failure to make the payment required by Subsection (2)(b) in
173	a timely manner shall be a default of the resident's lease and shall subject the resident to all
174	other remedies available to the mobile home park for a default, including remedies available
175	for failure to pay rent.
176	Section 3. Section 57-16-6 is amended to read:
177	57-16-6. Action for lease termination Prerequisite procedure.
178	A legal action to terminate a lease based upon a cause set forth in Section 57-16-5 may
179	not be commenced except in accordance with the following procedure:
180	(1) Before issuance of any summons and complaint, the mobile home park shall send
181	or serve written notice to the resident or person:

(a) by delivering a copy of the notice personally;

(b) by sending a copy of the notice through registered or certified mail addressed to the resident or person at the person's place of residence;

- (c) if the resident or person is absent from the person's place of residence, by leaving a copy of the notice with some person of suitable age and discretion at the individual's residence and sending a copy through registered or certified mail addressed to the resident or person at the person's place of residence; or
- (d) if a person of suitable age or discretion cannot be found, by affixing a copy of the notice in a conspicuous place on the resident's or person's mobile home and also sending a copy through registered or certified mail addressed to the resident or person at the person's place of residence.
 - (2) The notice required by Subsection (1) shall set forth:

- (a) the cause for the notice and, if the cause is one which can be cured, the time within which the resident or person has to cure; and
- (b) the time after which the mobile home park may commence legal action against the resident or person if cure is not effected, as follows:
- (i) In the event of failure to abide by a mobile home park rule, the notice shall provide for a cure period as provided in Subsections 57-16-5(1)(a) and (2), except in the case of repeated violations and, shall state that if a cure is not timely effected, or a written agreement made between the mobile home park and the resident allowing for a variation in the rule or cure period, eviction proceedings may be initiated immediately.
- (ii) If a resident, a member, or invited guest or visitor of the resident's household commits repeated violations of a rule, a summons and complaint may be issued three days after a notice is served.
- (iii) If a resident, a member, or invited guest or visitor of the resident's household behaves in a manner that threatens or substantially endangers the well-being, security, safety, or health of other persons in the park or threatens or damages property in the park, eviction proceedings may commence immediately.
- (iv) If a resident does not pay rent, fees, or service charges, the notice shall provide a [five-day] 30-day cure period and, that if cure is not timely effected, or a written agreement made between the mobile home park and the resident allowing for a variation in the rule or cure period, eviction proceedings may be initiated immediately.

214	(v) If a lease is terminated because of a planned change in land use or condemnation of
215	the park or a portion of the park, the notice required by Section 57-16-18 serves as notice of the
216	termination of the lease.
217	(3) (a) Eviction proceedings commenced under this chapter and based on causes set
218	forth in Subsections 57-16-5(1)(a), (b), and (e) shall be brought in accordance with the Utah
219	Rules of Civil Procedure and may not be treated as unlawful detainer actions under Title 78B,
220	Chapter 6, Part 8, Forcible Entry and Detainer.
221	(b) Eviction proceedings commenced under this chapter and based on causes of action
222	set forth in Subsections 57-16-5(1)(c) and (d) may, at the election of the mobile home park, be
223	treated as actions brought under this chapter and the unlawful detainer provisions of Title 78B,
224	Chapter 6, Part 8, Forcible Entry and Detainer.
225	(c) If unlawful detainer is charged, the court shall endorse on the summons the number
226	of days within which the defendant is required to appear and defend the action, which shall not
227	be less than five days or more than 20 days from the date of service.
228	Section 4. Section 57-16-7 is amended to read:
229	57-16-7. Rules of parks.
230	(1) (a) (i) [A] Subject to Subsection (1)(a)(ii), a mobile home park may [promulgate]
231	make rules related to the health, safety, and appropriate conduct of residents and to the
232	maintenance and upkeep of [such] the mobile home park. [No change in rule that is
233	unconscionable is valid.]
234	(ii) A mobile home park may not make a rule that is:
235	(A) unfair;
236	(B) unreasonable; or
237	(C) unconscionable.
238	(b) (i) No new or amended rule shall take effect, nor provide the basis for an eviction
239	notice, until the expiration of at least:
240	(A) 120 days after its promulgation if it is a rule that requires a resident to make
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	exterior, physical improvements to the resident's mobile home or mobile home space and to
242	incur expenses greater than \$2,000 in order to comply with the rule;

physical improvements to the resident's mobile home or mobile home space and to incur

expenses greater than \$250 up to \$2,000 in order to comply with the rule; or

- (C) 60 days after its promulgation if it is a rule that requires a resident to make exterior, physical improvements to the resident's mobile home or mobile home space and to incur expenses of \$250 or less in order to comply with the rule.
- (ii) Each resident, as a condition precedent to a rule under this Subsection (1)(b) becoming effective, shall be provided with a copy of each new or amended rule that does not appear in the resident's lease agreement promptly upon promulgation of the rule.
- (iii) For purposes of determining which period of time applies under Subsection (1)(b)(i), the mobile home park may rely upon a good-faith estimate obtained by the mobile home park from a licensed contractor.
- (c) Within 30 days after the mobile home park proposes amendments to the mobile home park rules, the mobile home park shall schedule at least one meeting for the purpose of discussing the proposed rule amendments with residents and shall provide at least 10 days advance written notice of the date, time, location, and purposes of the meeting to all residents.
- (2) A mobile home park may specify the type of material used, and the methods used in the installation of, underskirting, awnings, porches, fences, or other additions or alterations to the exterior of a mobile home, and may also specify the tie-down equipment used in a mobile home space, in order to insure the safety and good appearance of the park; but under no circumstances may it require a resident to purchase such material or equipment from a supplier designated by the mobile home park.
- (3) No mobile home park may charge an entrance fee, exit fee, nor installation fee, but reasonable landscaping and maintenance requirements may be included in the mobile home park rules. The resident is responsible for all costs incident to connection of the mobile home to existing mobile home park facilities and for the installation and maintenance of the mobile home on the mobile home space.
- (4) Nothing in this section shall be construed to prohibit a mobile home park from requiring a reasonable initial security deposit.
 - Section 5. Section **57-16-7.5** is amended to read:
 - 57-16-7.5. Payment of rent required after notice -- Summary judgment.
- 274 (1) (a) Any resident shall continue to pay the mobile home park all rent required by the 275 lease after having been served with any notice pursuant to this chapter, except a notice for

276	nonpayment of rent.
277	(b) In cases not involving payment of rent, the mobile home park may accept rent
278	without waiving any rights under this chapter.
279	(2) If the resident fails to pay rent within the 30-day cure period, the mobile home park
280	shall be entitled to summary judgment for:
281	(a) the rent owed;
282	(b) termination of the lease; and
283	(c) restitution of the premises.
284	(3) The summary judgment as provided in Subsection (2) shall be granted even if a
285	[five-day] 30-day notice to pay or quit was not served, so long as another appropriate notice
286	under this chapter has been served.
287	Section 6. Section 57-16-19 is enacted to read:
288	57-16-19. Violation of chapter by a mobile home park Remedies for a resident
289	or resident association.
290	(1) A mobile home park that fails to comply with any requirement of this chapter is
291	liable to a resident or a resident association for:
292	(a) the greater of:
293	(i) actual damages sustained by the resident or resident association; and
294	(ii) an amount equal to:
295	(A) for an action by a resident, two times the resident's rent for one month;
296	(B) for a class action by a class of residents, each resident's rent for one month; or
297	(C) for an action by a resident association, \$5,000; and
298	(b) the resident or resident association's reasonable attorney fees and costs.
299	(2) A court in an action described in Subsection (1) may:
300	(a) order temporary or permanent injunctive relief; or
301	(b) order other equitable relief in order to protect residents of the mobile home park in
302	accordance with the residents' rights under this chapter.
303	(3) A court in an action described in Subsection (1) may award a resident or resident
304	association, in addition to any actual damages, punitive damages in an amount equal to three
305	times the amount of the court's award of actual damages if the court determines:
306	(a) that a mobile home park's violation of this chapter is willful or reckless: or

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307	(b) the mobile home park did not attempt to resolve in good faith the dispute from
308	which the action arose.
309	(4) The remedies available to a resident or resident association under this section are in
310	addition to any remedies available to the resident or resident association under common law or
311	under any other provision of this code.
312	(5) A court may award a mobile home park reasonable attorney fees and costs if the
313	court determines that an action brought by a resident or resident association against the mobile
314	home park owner is:
315	(a) brought in bad faith for the purpose of harassment; and
316	(b) groundless.

Legislative Review Note Office of Legislative Research and General Counsel