

MOBILE HOME PARK RESIDENCY ACT

AMENDMENTS

2002 GENERAL SESSION

STATE OF UTAH

Sponsor: Wayne A. Harper

This act amends the Mobile Home Park Residency Act. The act adds defined terms. The act requires disclosure by the mobile home park of certain rights and protections of residents. The act requires a copy of the chapter to be posted in a conspicuous place in the mobile home park. The act requires mobile home park management to meet with park residents to discuss any proposal to reduce or restrict park amenities and to discuss disputed occurrences of noncompliance with rules. The act adds a grace period for nonpayment of rent, fees, and service charges. The act modifies provisions regarding the promulgation of rules by a mobile home park and delays the permitted effective date of certain park rules. The act makes technical changes.

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

AMENDS:

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

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

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

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

ENACTS:

57-16-4.1, Utah Code Annotated 1953

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

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

57-16-3. Definitions.

As used in this chapter:

(1) "Amenities" means the following physical, recreational or social facilities located at a mobile home park:

(a) a club house;

(b) a park;

(c) a playground;

(d) a swimming pool;

(e) a hot tub;

(f) a tennis court; or

(g) a basketball court.

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

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

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

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

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

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

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

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

(10) "Settlement discussion expiration" means:

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

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

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

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

(1) A mobile home park or its agents may not terminate a lease or rental agreement upon any ground other than as specified in this chapter.

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

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

(b) the type of the leasehold, ~~[and]~~ whether it be term or periodic, and, in leases entered into 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) a full disclosure of all rent, service charges, and other fees presently being charged on a periodic basis;

(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 which, 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 terminate the lease at any time without cause, upon giving the notice specified in the resident's lease, and to advertise and sell the resident's mobile home.

(3) (a) Increases in rent or fees for periodic tenancies shall be unenforceable until 60 days after notice of the increase is mailed to the resident. If service charges are not included in the rent,

service charges may be increased during the leasehold period after notice to the resident is given, and increases or decreases in electricity rates shall be passed through to the resident. Annual income to the park for service charges may not exceed the actual cost to the park of providing the services on an annual basis. In determining the costs of the services, the park may include maintenance costs related to those utilities which are part of the service charges.

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

(4) Any rule or condition of a lease purporting to prevent or unreasonably limit the sale of a mobile home belonging to a resident is void and unenforceable. The mobile home park may, however, reserve the right to approve the prospective purchaser of a mobile home who intends to become a resident, but the approval may not be unreasonably withheld. The mobile home park may require proof of ownership as a condition of approval. The mobile home park may unconditionally refuse to approve any purchaser of a mobile home who does not register prior to purchase.

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

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

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

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

- (a) the mobile home does not meet minimum size specifications; or
- (b) the mobile home is in rundown condition or in disrepair.

(9) Within 30 days after a mobile home park proposes reducing or restricting amenities, the mobile home park shall schedule at least one meeting for the purpose of discussing the proposed restriction or reduction of amenities with residents and shall provide at least ten days advance written

notice of the date, time, location, and purposes of the meeting to all residents.

(10) A copy of this chapter shall be posted at all times in a conspicuous place in the mobile home park.

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

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

(1) If a mobile home park determines that a resident has failed to comply with a mobile home park rule, the mobile home park may not terminate the lease agreement or commence legal proceedings without first giving a written notice of noncompliance to the resident. The written notice of noncompliance shall:

- (a) specify in detail each and every rule violation then claimed by the mobile home park; and
- (b) advise the resident of the resident's rights under Subsection (2).

(2) If the resident disputes the occurrences of noncompliance claimed by the mobile home park in the written notice of noncompliance, the resident has the right to require management of the mobile home park to participate in a meeting with the resident by giving to the mobile home park, within five days after receiving the written notice of noncompliance, a written notice disputing the occurrences of breach and requesting a meeting with management of the mobile home park to attempt to resolve the dispute. If the resident fails to give the mobile home park a written notice of dispute within the seven-day period, the resident's right to request a meeting under this section is considered to be waived.

(3) If the resident gives a timely written notice under Subsection (2), the resident and management of the mobile home park shall meet in person in a settlement discussion to attempt to resolve the dispute between the parties. The meeting shall take place within two days after the resident gives the written notice under Subsection (2), unless both parties agree to a later date.

(4) Subsections (1), (2), and (3) do not apply to a rule violation arising from:

- (a) behavior described in Subsection 57-16-5(1)(c); or
- (b) nonpayment or rent, fees, or service charges.

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

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

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

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

(i) relating to repair, maintenance, or construction of awnings, skirting, decks, or sheds for a period of 60 days after receipt by a resident of a written notice of noncompliance from the mobile home park under Subsection 57-16-4.1(1); or

(ii) relating to any other park rule for a period of seven days after the latter to occur of settlement discussion expiration or receipt ~~[of notice of noncompliance]~~ by the resident of a written notice of noncompliance from the mobile home park, except relating to maintenance of a resident's yard and space, the mobile home park may elect not to proceed with the seven-day cure period and may provide the resident with written notice as provided in Subsection (2);

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

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

(i) use or distribution of illegal drugs;

(ii) distribution of alcohol to minors; or

(iii) commission of a crime against property or a person in the park.

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

[~~or~~]

(e) a change in the land use or condemnation of the mobile home park or any part of it[;];

or

(f) a prospective resident provides materially false information on the application for residency regarding the prospective resident's criminal history.

(2) If the mobile home park elects not to proceed with the seven-day cure period in

Subsection (1)(a)(ii), a 15-day written notice of noncompliance shall:

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

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

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

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

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

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

57-16-7. Rules of parks.

(1) (a) A mobile home park may promulgate rules related to the health, safety, and appropriate conduct of residents and to the maintenance and upkeep of such park. No change in rule that is unconscionable is valid.

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

(A) 120 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 greater than \$2,000 in order to comply with the rule;

(B) 90 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 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 [such rule being in effect] 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 [their] 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) For 30 days after the mobile home park proposes amendments to the mobile home park rules, the mobile home park shall allow residents, individually or through a representative of a group of residents, the opportunity to meet with the mobile home park management about the proposed amendments. The meetings shall be held within 15 days after receipt of written request for the meeting by the residents or the representative.]~~

(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 ten 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.