

**Representative Wayne A. Harper** proposes the following substitute bill:

**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.**



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 [~~(1)~~] (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 period specified in  
51 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, and, in leases entered  
65 into on or after May 6, 2002, a conspicuous disclosure describing the protection a resident has  
66 under Subsection (1) against unilateral termination of the lease by the mobile home park except  
67 for the causes described in Section 57-16-5;

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

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

71 (e) all rules that pertain to the mobile home park which, if broken, may constitute grounds  
72 for eviction[-], including, in leases entered into on or after May 6, 2002, a conspicuous disclosure  
73 regarding:

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

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

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

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

87 (4) Any rule or condition of a lease purporting to prevent or unreasonably limit the sale

88 of a mobile home belonging to a resident is void and unenforceable. The mobile home park may,  
89 however, reserve the right to approve the prospective purchaser of a mobile home who intends to  
90 become a resident, but the approval may not be unreasonably withheld. The mobile home park  
91 may require proof of ownership as a condition of approval. The mobile home park may  
92 unconditionally refuse to approve any purchaser of a mobile home who does not register prior to  
93 purchase.

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

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

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

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

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

106 (9) Within 30 days after a mobile home park proposes reducing or restricting amenities,  
107 the mobile home park shall schedule at least one meeting for the purpose of discussing the  
108 proposed restriction or reduction of amenities with residents and shall provide at least ten days'  
109 advance written notice of the date, time, location, and purposes of the meeting to all residents.

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

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

113 **57-16-4.1. Meeting to attempt resolution of disputes.**

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

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

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

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

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

134           **57-16-5. Cause required for terminating lease -- Causes -- Cure periods -- Notice.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

176 **57-16-7. Rules of parks.**

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

180 (b) (i) No new or amended rule shall take effect, nor provide the basis for an eviction

181 notice, until the expiration of at least:

182 (A) 180 days after its promulgation if it is a rule that requires a resident to make  
183 improvements to the resident's mobile home or mobile home space and to incur expenses over  
184 \$2,500 in order to comply with the rule;

185 (B) 120 days after its promulgation if it is a rule that requires a resident to make  
186 improvements to the resident's mobile home or mobile home space and to incur expenses greater  
187 than \$1,000 up to \$2,500 in order to comply with the rule;

188 (C) 90 days after its promulgation if it is a rule that requires a resident to make  
189 improvements to the resident's mobile home or mobile home space and to incur expenses greater  
190 than \$250 up to \$1,000 in order to comply with the rule;

191 (D) 60 days after its promulgation if it is a rule that requires a resident to make  
192 improvements to the resident's mobile home or mobile home space and to incur expenses of \$250  
193 or less in order to comply with the rule.

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

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

203 (ii) Within 30 days after the mobile home park proposes amendments to the mobile home  
204 park rules, the mobile home park shall schedule at least one meeting for the purpose of discussing  
205 the proposed rule amendments with residents and shall provide at least ten days' advance written  
206 notice of the date, time, location, and purposes of the meeting to all residents.

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

212 mobile home park.

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

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