

Representative Janice M. Fisher proposes the following substitute bill:

MOBILE HOME PARK RESIDENCY ACT AMENDMENTS

2012 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Janice M. Fisher

Senate Sponsor: _____

LONG TITLE

General Description:

This bill modifies and enacts provisions of the Mobile Home Park Residency Act.

Highlighted Provisions:

This bill:

- ▶ modifies a provision relating to a mobile home park owner's change of a due date for rent, fees, and service charges;
- ▶ increases the allowable size of a "for sale" sign;
- ▶ provides that a reduction or restriction of amenities is not valid unless the mobile home park owner complies with statutory notice and meeting requirements;
- ▶ modifies the procedure for increasing rent on mobile home park residents;
- ▶ prohibits a mobile home park owner and resident from using force, coercion, or deception to procure the other's signature on a lease agreement; and
- ▶ establishes a process for residents and a mobile home park owner to petition each other for a meeting to resolve disputes of general concern.

Money Appropriated in this Bill:

None

Other Special Clauses:

None



Utah Code Sections Affected:

AMENDS:

57-16-3, as last amended by Laws of Utah 2002, Chapter 255

57-16-4, as last amended by Laws of Utah 2009, Chapter 94

ENACTS:

57-16-4.3, 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.

(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.

(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) "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.

(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.

(6) "Mobile home park owner":

(a) means the owner of a mobile home park or the owner's agent; and

(b) for purposes of notification and other communication required under this chapter, includes a managing agent, leasing agent, or resident manager, unless the written lease agreement provides otherwise.

~~[(6)]~~ (7) "Mobile home space" means a specific area of land within a mobile home park designed to accommodate one mobile home.

~~[(7)]~~ (8) "Rent" means charges paid for the privilege of occupying a mobile home space, and may include service charges and fees.

~~[(8)]~~ (9) "Resident" means an individual who leases or rents space in a mobile home park.

~~[(9)]~~ (10) "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)]~~ (11) "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]~~ owner may not terminate a lease or rental agreement upon any ground other than as specified in this chapter.

(2) (a) Each agreement for the lease of mobile home space shall be written and signed by the ~~[parties]~~ mobile home park owner and resident.

(b) A mobile home park owner and a resident may not use force, coercion, or deception to procure the signature of the other on a lease of mobile home space.

(3) Each lease shall contain at least the following information:

(a) the name and address of the mobile home park owner and any ~~[persons]~~ person

authorized to act for the mobile home park owner, upon whom notice and service of process may be served;

(b) the type of the leasehold, 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) (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]~~ each rule that pertains to the mobile home park that, if broken, ~~[may constitute]~~ constitutes grounds for eviction, including, in leases entered into on or after May 6, 2002, a conspicuous disclosure regarding:

(i) the ~~[causes]~~ cause for which the mobile home park owner 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.]~~

(4) (a) A proposed rent or fee increase for a periodic tenancy may not take effect until 60 days after the mobile home park owner mails or delivers notice of the proposed increase to each resident.

(b) The notice required under Subsection (4)(a) shall include the:

(i) current rent;

(ii) proposed rent; and

(iii) date the proposed increase is to take effect.

119 ~~[(b)]~~ (5) (a) If a service ~~[charges are]~~ charge is not included in the rent, the mobile
120 home park owner may:

121 (i) increase the service ~~[charges]~~ charge during the leasehold period after giving notice
122 to the resident; and

123 (ii) pass through ~~[increases or decreases]~~ an increase or decrease in electricity rates to
124 the resident.

125 ~~[(c)]~~ (b) Annual income to the park for a service ~~[charges]~~ charge may not exceed the
126 actual cost to the mobile home park of providing the ~~[services]~~ service on an annual basis.

127 ~~[(d)]~~ (c) In determining the ~~[costs of the services]~~ cost of service, the mobile home
128 park owner may include maintenance costs related to those utilities that are part of ~~[the]~~ a
129 service ~~[charges]~~ charge.

130 ~~[(e)]~~ (d) ~~[The mobile home park may not alter]~~ A change of the date on which rent,
131 fees, and service charges are due ~~[unless]~~ does not take effect until 60 days after the mobile
132 home park owner provides ~~[a 60-day]~~ written notice to the resident ~~[before]~~ of the change in
133 the due date ~~[is altered]~~.

134 ~~[(5)]~~ (6) (a) Except as provided in Subsection (3)(b), a rule or condition of a lease that
135 purports to prevent or unreasonably limit the sale of a mobile home belonging to a resident is
136 void and unenforceable.

137 (b) The mobile home park owner:

138 (i) may reserve the right to approve the prospective purchaser of a mobile home who
139 intends to become a resident;

140 (ii) may not unreasonably withhold that approval;

141 (iii) may require proof of ownership as a condition of approval; or

142 (iv) may unconditionally refuse to approve any purchaser of a mobile home who does
143 not register before purchasing the mobile home.

144 ~~[(6)]~~ (7) If ~~[all of the conditions]~~ each condition of Section 41-1a-116 ~~[are]~~ is met, a
145 mobile home park owner may request the names and addresses of the lienholder or owner of
146 any mobile home located in the mobile home park from the Motor Vehicle Division.

147 ~~[(7)]~~ (8) (a) A mobile home park owner may not restrict a resident's right to advertise
148 for sale or to sell a mobile home.

149 (b) A mobile home park owner may limit the size of a "for sale" sign affixed to the

mobile home to not more than ~~[144 square inches]~~ two feet by two feet.

~~[(8)]~~ (9) A mobile home park owner 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 owner.

~~[(9)]~~ (10) A mobile home park owner may require that a mobile home be removed from the park upon sale if:

(a) the mobile home park owner 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)]~~ (11) (a) Within 30 days after a mobile home park owner proposes reducing or restricting amenities, the mobile home park owner shall:

~~[(a)]~~ (i) schedule and hold at least one meeting for the purpose of discussing the proposed restriction or reduction of amenities with residents; and

~~[(b)]~~ (ii) provide at least 10 days advance written notice of the date, time, location, and purposes of the meeting to each resident.

(b) A reduction or restriction of amenities does not take effect until the mobile home park owner schedules and holds at least one meeting as required in Subsection (11)(a)(i) and provides notice of the meeting as required in Subsection (11)(a)(ii).

~~[(11)]~~ (12) If a mobile home park owner uses a single-service meter, the mobile home park owner shall include a full disclosure on a resident's utility bill of the resident's utility charges.

~~[(12)]~~ (13) The mobile home park owner shall have a copy of this chapter posted at all times in a conspicuous place in the mobile home park.

Section 3. Section **57-16-4.3** is enacted to read:

57-16-4.3. Meeting of owner and resident committee to resolve dispute of general concern.

(1) As used in this section:

(a) "Designee" means a person designated by a mobile home park owner and who has been given full authority to act on behalf of the mobile home park owner to resolve a dispute.

(b) "Resident committee" means a group of residents who have been appointed by a

181 resident association, as defined in Section 57-16-16, and who have been given full authority to
182 act on behalf of residents to resolve a dispute.

183 (2) (a) A majority of residents may petition a mobile home park owner for a meeting to
184 resolve a dispute residents have with an aspect of the operation of the mobile home park of
185 which they are residents, including rent, a fee, and a rule.

186 (b) A mobile home park owner may petition residents for a meeting to resolve a
187 dispute the mobile home park owner has with the behavior of residents generally.

188 (3) A petition under Subsection (2) shall:

189 (a) contain an explanation of the dispute and any proposed remedy; and

190 (b) be mailed or delivered to:

191 (i) the mobile home park owner, if the petition is on behalf of residents; or

192 (ii) the president of the resident association, if the petition is on behalf of the mobile
193 home park owner.

194 (4) (a) Within 10 days after a petition is received, the mobile home park owner or
195 designee shall meet with a resident committee to discuss and attempt to resolve the dispute.

196 (b) A mobile home park owner or designee and resident committee may hold
197 subsequent meetings, as needed, until the dispute is resolved.