

88 occupy a mobile home space, and may include reasonable service charges and fees pursuant to  
 89 a mutually agreed upon lease.

90 ~~[(8)]~~ (9) "Resident" means an individual who leases or rents space in a mobile home  
 91 park.

92 ~~[(9)]~~ (10) "Service charges" means ~~[separate charges paid for the]~~ the costs periodically  
 93 incurred by a mobile home park owner for a resident's use of electrical and gas service  
 94 improvements [which] that exist at a mobile home space, [or] and service for trash removal,  
 95 sewage and water, [or any combination of the above] including reasonable maintenance.

96 ~~[(10)]~~ (11) "Settlement discussion expiration" means:

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

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

101 Section 3. Section **57-16-4** is amended to read:

102 **57-16-4. Termination of lease or rental agreement -- Required contents of lease --**  
 103 **Increases in rents or fees -- Sale of homes -- Notice regarding planned reduction or**  
 104 **restriction of amenities.**

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

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

109 (3) ~~[Each]~~ A lease shall ~~[contain at least]~~ include the following information:

110 (a) the name and address of the mobile home park owner and any persons authorized to  
 111 act ~~[for the owner]~~ on the owner's behalf, upon whom notice and service of process may be  
 112 served;

113 (b) the type of the leasehold, whether it be a fixed term or periodic~~[-and,];~~

114 (c) the term of the leasehold ~~↗~~ [, which for term or periodic leases entered into on or after  
 115 May 14, 2013, unless the parties otherwise agree in writing, shall:

116 ~~—— (i) be no less than one year; and~~

117 ~~—— (ii) automatically renew for one-year terms]~~ ~~↖~~ ↖ ;

118 (d) in leases entered into on or after May 6, 2002, a conspicuous disclosure describing

119 the protection a resident has under ~~[Subsection (1)]~~ this chapter against unilateral termination  
 120 of the lease by the mobile home park except for the causes described in Section 57-16-5;

121 ~~[(e)-(f)]~~ (e) a full disclosure of all rent, service charges, and other fees [~~presently being~~  
 122 ~~charged on a periodic basis]~~ that may be charged to the resident during the tenancy; ~~H→~~ **[and]** ~~←H~~

123 ~~[(f)]~~ (f) a full disclosure of the mobile home park's utility infrastructure [~~owned by the~~  
 124 ~~mobile home park owner or its agent]~~ that is maintained through reasonable service charges  
 125 and fees charged by the mobile home park owner or its agent;

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

128 ~~[(e)]~~ (h) all rules that pertain to the mobile home park that, if broken, may constitute  
 129 grounds for eviction, including, in leases entered into on or after May 6, 2002, a conspicuous  
 130 disclosure regarding:

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

133 (ii) the resident's rights to:

134 (A) terminate the lease at any time without a cause, upon giving the notice specified in  
 135 the resident's lease; and

136 (B) advertise and sell the resident's mobile home.

137 (4) (a) ~~[Increases]~~ Except as provided in Subsection (4)(b), an increase in rent or fees  
 138 [for periodic tenancies are] is unenforceable until [60] 90 days after the day on which the  
 139 written notice of the increase is mailed or delivered to the resident.

140 (b) If service charges are not included in the rent, ~~[the]~~ a mobile home park may:

141 (i) reasonably increase service charges during the leasehold period after giving notice  
 142 to the resident; and

143 (ii) pass through actual verifiable increases or decreases in electricity rates to the  
 144 resident.

145 (c) Annual income to the park for service charges may not exceed the actual cost to the  
 146 mobile home park of providing the services on an annual basis.

147 (d) In determining the costs of the services, the mobile home park may include  
 148 reasonable maintenance costs related to those utilities that are part of the service charges.

149 (e) Within 10 days after the day on which a mobile home park receives a written

150 request from a resident, the mobile home park shall give the resident written verification that  
 151 any service charges charged to the resident reflect actual costs incurred by the mobile home  
 152 park.

153 ~~[(e)]~~ (f) The mobile home park may not alter the date on which rent, fees, and service  
 154 charges are due unless the mobile home park provides a 60-day written notice to the resident  
 155 before the day on which the date is altered.

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

159 (b) The mobile home park owner may:

160 (i) ~~[may]~~ subject to Subsection (5)(c), reserve the right to approve ~~[the]~~ a prospective  
 161 purchaser of a mobile home who intends to become a resident;

162 ~~[(ii) may not unreasonably withhold that approval;]~~

163 ~~[(iii)]~~ (ii) ~~[may]~~ require proof of ownership as a condition of approval; ~~[or]~~ and

164 ~~[(iv)]~~ (iii) ~~[may unconditionally]~~ refuse to approve ~~[any]~~ a purchaser of a mobile home  
 165 ~~[who]~~ that does not register with the mobile home park before purchasing the mobile home.

166 (c) A mobile home park owner may not unreasonably withhold approval of a  
 167 prospective purchaser under Subsection (5)(b).

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

171 (7) (a) A mobile home park may not restrict a resident's right to advertise for sale or to  
 172 sell a mobile home.

173 (b) A mobile home park may limit the size of a "for sale" sign ~~H→~~ [affixed] ~~←H~~

173a to ~~[the mobile~~

174 ~~home to]~~:

175 (i) not more than 144 square inches[-], if affixed to the mobile home; or

176 (ii) no larger than the average size of a sign that a real estate professional commonly  
 177 places in the yard of a residential home to advertise the sale of the home.

178 (8) A mobile home park may not compel a resident who wishes to sell a mobile home  
 179 to sell it, either directly or indirectly, through an agent designated by the mobile home park.

180 (9) ~~[A]~~ Subject to the terms of the governing lease, a mobile home park may require

181 that a mobile home be removed from the park upon sale if:

182 (a) the mobile home park wishes to upgrade the quality of the mobile

182a home park; ~~H→ [and]~~

183 [f] (b) the mobile home either does not meet minimum size

183a specifications [or], is in a

184 substantially rundown condition, or is in substantial disrepair [:] [}] ;

185 ~~[(b) in comparison with the other mobile homes in the park, the resident's mobile home~~

186 ~~is in a severely rundown condition or is in serious disrepair;]~~ ←H

187 (c) the mobile home park gives the resident written notice that states:

188 (i) the reasonably necessary upgrades or repairs;

189 (ii) the reason the upgrades or repairs are necessary; and

190 (iii) a reasonable date, not fewer than 60 days after the day on which the notice is sent,

191 by which the listed upgrades or repairs must be completed; and

192 (d) the resident does not complete the upgrades or repairs described in the notice

193 within the time described in Subsection (9)(b)(iii).

194 (10) Within 30 days after a mobile home park proposes reducing or restricting  
195 amenities, the mobile home park shall:

196 (a) schedule at least one meeting for the purpose of discussing the proposed restriction  
197 or reduction of amenities with residents; and

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

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

202 (12) The mobile home park shall have a copy of this chapter posted at all times in a  
203 conspicuous place in the mobile home park.

204 ~~H→ [(13) Beginning July 1, 2013, unless the parties otherwise agree in writing, a leasehold~~

205 ~~under this chapter that is periodic and month-to-month shall:~~

206 ~~—— (a) renew for a period of one year rather than one month; and~~

207 ~~—— (b) renew for one-year terms after the renewal described in Subsection (13)(a);]~~ ←H

208 Section 4. Section 57-16-4.1 is amended to read:

209 **57-16-4.1. Meeting to attempt resolution of disputes.**

210 (1) If a mobile home park determines that a resident has materially failed to comply

211 with a mobile home park rule that substantially and adversely affects the interests of the mobile

212 home park ~~H→~~ or the residents ~~←H~~, the mobile home park may not terminate the lease agreement  
 212a or commence legal

213 proceedings without first giving a written notice of noncompliance to the resident. The written  
 214 notice of noncompliance shall:

215 (a) specify in detail each and every rule violation then claimed by the mobile home  
 216 park; and

217 (b) advise the resident of the resident's rights under Subsection (2).

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

227 (3) If [~~the~~] a resident or a resident's representative gives a timely written notice under  
 228 Subsection (2), the resident, the resident's attorney or other representative, if any, and  
 229 management of the mobile home park shall meet in person in a settlement discussion to attempt  
 230 to resolve the dispute between the parties. The meeting shall take place within [~~two~~] five days  
 231 after the day on which the resident gives the written notice under Subsection (2), unless both  
 232 parties agree to a later date.

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

234 (a) behavior described in Subsection 57-16-5(1)(c); or

235 (b) nonpayment of rent, fees, or service charges.

236 (5) A resident and a mobile home park shall consider, and may engage in, mediation or  
 237 arbitration to resolve any disputes.

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

239 **57-16-5. Cause required for terminating lease -- Causes -- Cure periods -- Notice.**

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

242 (a) material failure of a resident to comply with a mobile home park rule that affects

243 health and safety, and substantially and adversely affects the interests of the mobile home park  
 243a **H→ or the residents ←H** :

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

247 (ii) relating to any other park rule for a period of seven days after the [~~tatter to occur of~~]  
 248 later of the settlement discussion expiration or receipt by the resident of a written notice of  
 249 noncompliance, described in Subsection 57-16-4.1(1), from the mobile home park[~~; except~~  
 250 ~~relating to maintenance of a resident's yard and space, the mobile home park may elect not to~~  
 251 ~~proceed with the seven-day cure period and may provide the resident with written notice as~~  
 252 ~~provided in Subsection (2)~~];

253 (b) repeated failure of a resident to abide by a mobile home park rule described in  
 254 Subsection (1)(a), if the original written notice of noncompliance, described in Subsection  
 255 57-16-4.1(1), states that another violation of the same or a different rule might result in  
 256 forfeiture without any further period of cure;

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

261 (i) use or distribution of illegal drugs;

262 (ii) distribution of alcohol to minors; or

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

264 (d) nonpayment of rent, fees, or service charges **H→ [without cause] ←H** for a  
 264a period of [~~five~~]

265 **H→ [seven] ten ←H** days after the due date;

266 (e) a change in the land use or condemnation of the mobile home park

266a **H→ [f] or any part of**

267 **it [f] ←H** ; or

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

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

272 (a) state that if the resident does not perform the resident's duties or obligations under  
 273 the lease agreement or rules of the mobile home park, to the extent reasonably possible, within

305 conspicuous place on the resident's ~~[or person's]~~ mobile home and ~~[also]~~ sending a copy  
 306 through registered or certified mail ~~[addressed to the resident or person at the person's place of~~  
 307 ~~residence]~~, postage prepaid, to the resident's last known address.

308 (2) The notice ~~[required by]~~ described in Subsection (1) shall ~~[set forth]~~ state:

309 (a) the cause for the notice and, if the cause is one which can be cured, the time within  
 310 which the resident or person ~~[has]~~ is required to cure; and

311 (b) the time after which the mobile home park may commence legal action against the  
 312 resident or person if cure is not effected, as follows:

313 (i) ~~[In]~~ in the event of a material failure to abide by a mobile home park rule~~[, the~~  
 314 ~~notice shall provide for]~~ that substantially and adversely affects the interests of the mobile  
 315 home park ~~H→~~ or the residents ←H, a mobile home park may issue a summons and complaint  
 315a after the day on which a

316 cure period, as provided in ~~[Subsections]~~ Subsection 57-16-5(1)(a) ~~[and (2), except in the case~~  
 317 ~~of repeated violations and, shall state that if a cure is not timely effected, or a written~~  
 318 ~~agreement made between the mobile home park and the resident allowing for a variation in the~~  
 319 ~~rule or cure period, eviction proceedings may be initiated immediately.],~~ or otherwise agreed to  
 320 by the mobile home park and the resident, expires;

321 (ii) ~~[If]~~ if a resident, a member, or an invited guest or visitor of the resident's household  
 322 commits repeated violations of a rule~~;~~ that substantially and adversely affects the interests of  
 323 the mobile home park ~~H→~~ or the residents ←H, the mobile home park may issue a summons and  
 323a complaint [may be  
 324 issued] three days after [a] the day on which the notice is served[;];

325 (iii) ~~[If]~~ if a resident, a member, or an invited guest or visitor of the resident's  
 326 household behaves in a manner that threatens or substantially endangers the well-being,  
 327 security, safety, or health of other persons in the park or threatens or damages property in the  
 328 park, eviction proceedings may commence immediately~~;~~;

329 (iv) ~~[If]~~ if a resident does not pay rent, fees, or service charges, the notice shall provide  
 330 a ~~[five-day]~~ 15-day cure period and, that if cure is not timely effected, or a written agreement  
 331 made between the mobile home park and the resident allowing for a variation in the rule or  
 332 cure period, eviction proceedings may be initiated immediately ~~H→~~ [;] or ←H

333 (v) ~~[If]~~ if a lease is terminated because of a planned change in land use or  
 334 condemnation of the park or a portion of the park, the notice required by Section 57-16-18  
 335 serves as notice of the termination of the lease.

398 (2) A resident does not waive any claims, defenses, or rights available under this  
 399 chapter or at law or equity, including setoff, by paying rent described in

399a Subsection (1) ~~H~~→ [(a)] ←~~H~~ .

400 ~~[(b)]~~ (3) In cases not involving payment of rent, the mobile home park may accept rent  
 401 without waiving any rights under this chapter.

402 ~~[(2) If the resident fails to pay rent, the mobile home park shall be entitled to summary~~  
 403 ~~judgment for:]~~

404 ~~[(a) the rent owed;]~~

405 ~~[(b) termination of the lease; and]~~

406 ~~[(c) restitution of the premises.]~~

407 ~~[(3) The summary judgment as provided in Subsection (2) shall be granted even if a~~  
 408 ~~five-day notice to pay or quit was not served, so long as another appropriate notice under this~~  
 409 ~~chapter has been served.]~~

410 Section 9. Section **57-16-8** is amended to read:

411 **57-16-8. Payment of rent and fees during pendency of eviction proceeding.**

412 If a resident elects to contest an eviction proceeding, all rents, fees, and service charges  
 413 due and incurred during the pendency of the action shall be paid into court according to the  
 414 current mobile home park payment schedule. ~~[Failure]~~ Wrongful failure of the resident to pay  
 415 such amounts may, in the discretion of the court, constitute grounds for granting summary  
 416 judgment in favor of the mobile home park. Upon final termination of the issues between the  
 417 parties, the court shall order all amounts paid into court paid to the mobile home park. The  
 418 prevailing party is also entitled to court costs and reasonable ~~[attorney's]~~ attorney fees.

419 Section 10. Section **57-16-11** is amended to read:

420 **57-16-11. Rights and remedies not exclusive -- Rights reserved -- Obligation of**  
 421 **good faith.**

422 (1) The rights and remedies granted by this chapter are cumulative and not exclusive.

423 (2) A resident and a mobile home park retain all rights, claims, and defenses that may  
 424 otherwise exist at law or equity to protect the interests of the resident or the mobile home park.

425 (3) (a) Every duty under this chapter and every act which must be performed as a  
 426 condition precedent to the exercise of a right or remedy under this chapter imposes an  
 427 obligation of good faith and fair dealing in its performance or enforcement.

428 (b) If a court finds as a matter of law or equity that any part of a rental agreement is