

Representative LaVar Christensen proposes the following substitute bill:

MOBILE HOME PROPERTY RIGHTS AMENDMENTS

2013 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: LaVar Christensen

Senate Sponsor: _____

LONG TITLE

General Description:

This bill modifies the Mobile Home Park Residency Act.

Highlighted Provisions:

This bill:

- ▶ defines terms;
- ▶ modifies the circumstances under which a violation of a mobile home park rule will allow a mobile home park to terminate a resident's lease;
- ▶ increases the notification period required for an increase in rent or fees;
- ▶ states that the fees charged to a resident shall be reasonable;
- ▶ upon written request from a resident, requires a mobile home park to provide written verification that the service charges assessed to the resident do not exceed the mobile home park's actual costs;
- ▶ modifies the circumstances under which a mobile home park may require a mobile home to be removed from a mobile home park;
- ▶ increases the notice requirements associated with dispute resolution meetings;
- ▶ modifies certain cure periods required before a mobile home park can terminate a lease for failure to comply with a mobile home park rule;
- ▶ modifies the effective date of certain new and amended mobile home park rules;



- 26 ▶ modifies a mobile home park's entitlement to summary judgment if a resident fails
- 27 to pay rent; and
- 28 ▶ makes technical changes.

29 **Money Appropriated in this Bill:**

30 None

31 **Other Special Clauses:**

32 None

33 **Utah Code Sections Affected:**

34 AMENDS:

- 35 **57-16-2**, as enacted by Laws of Utah 1981, Chapter 178
- 36 **57-16-3**, as last amended by Laws of Utah 2002, Chapter 255
- 37 **57-16-4**, as last amended by Laws of Utah 2009, Chapter 94
- 38 **57-16-4.1**, as enacted by Laws of Utah 2002, Chapter 255
- 39 **57-16-5**, as last amended by Laws of Utah 2002, Chapter 255
- 40 **57-16-6**, as last amended by Laws of Utah 2008, Chapters 3 and 55
- 41 **57-16-7**, as last amended by Laws of Utah 2002, Chapter 255
- 42 **57-16-7.5**, as enacted by Laws of Utah 1997, Chapter 114
- 43 **57-16-8**, as enacted by Laws of Utah 1981, Chapter 178
- 44 **57-16-11**, as enacted by Laws of Utah 1981, Chapter 178
- 45 **57-16-13**, as last amended by Laws of Utah 2002, Chapter 91



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

48 Section 1. Section **57-16-2** is amended to read:

49 **57-16-2. Purpose of chapter.**

50 The fundamental right to own and protect land and to establish conditions for its use by
51 others necessitate that the owner of a mobile home park be provided with speedy and adequate
52 remedies against those who abuse the terms of a tenancy. The high cost of moving mobile
53 homes, the limited availability of suitable alternative locations to place a mobile home, the
54 requirements of mobile home parks relating to their installation, and the cost of landscaping
55 and lot preparation necessitate that the owners of mobile homes occupied within mobile home
56 parks be provided with protection from actual or constructive eviction. It is the purpose of this

57 chapter to provide protection for both the owners of mobile homes located in mobile home
58 parks and for the owners of mobile home parks.

59 Section 2. Section **57-16-3** is amended to read:

60 **57-16-3. Definitions.**

61 As used in this chapter:

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

64 (a) a club house;

65 (b) a park;

66 (c) a playground;

67 (d) a swimming pool;

68 (e) a hot tub;

69 (f) a tennis court; or

70 (g) a basketball court.

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

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

76 (4) "Last known address" means the address provided by a resident in the latest rental
77 agreement or the address provided by the resident in a subsequent notice of a change of
78 address.

79 [~~(4)~~] (5) "Mobile home" means a transportable structure in one or more sections with
80 the plumbing, heating, and electrical systems contained within the unit, which when erected on
81 a site, may be used with or without a permanent foundation as a family dwelling.

82 [~~(5)~~] (6) "Mobile home park" means any tract of land on which two or more mobile
83 home spaces are leased, or offered for lease or rent, to accommodate mobile homes for
84 residential purposes.

85 [~~(6)~~] (7) "Mobile home space" means a specific area of land within a mobile home park
86 designed to accommodate one mobile home.

87 [~~(7)~~] (8) "Rent" means charges paid for the [~~privilege of occupying~~] contractual right to

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; and

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 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 affixed 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 home park; and

183 [~~(b) the mobile home either does not meet minimum size specifications or is in a~~
184 ~~rundown condition or is in 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;

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 (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).

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, the mobile home park may not terminate the lease agreement 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 or 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:

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 [~~later 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 without cause for a period of [~~five~~]
265 seven days after the due date;

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

274 15 days after receipt by the resident of the written notice of noncompliance, the mobile home
275 park may enter onto the resident's space and cure any default;

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

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

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

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

286 Section 6. Section **57-16-6** is amended to read:

287 **57-16-6. Action for lease termination -- Prerequisite procedure.**

288 A legal action to terminate a lease based upon a cause set forth in Section 57-16-5 may
289 not be commenced except in accordance with the [~~following procedure:~~] requirements of this
290 section.

291 (1) [~~Before issuance of any~~] In accordance with Subsection (2), before issuing a
292 summons and complaint, the mobile home park shall send [or serve] written notice to the
293 resident [or person]:

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

295 (b) by sending a copy of the notice through registered or certified mail [~~addressed to~~
296 ~~the resident or person at the person's place of residence~~], postage prepaid, to the resident's last
297 known address;

298 (c) if the resident [~~or person~~] is absent from the [~~person's place of residence~~] resident's
299 last known address, by leaving a copy of the notice with [~~some~~] a person of suitable age and
300 discretion at the [individual's residence] resident's last known address and sending a copy
301 through registered or certified mail [~~addressed to the resident or person at the person's place of~~
302 ~~residence~~], postage prepaid, to the resident's last known address; or

303 (d) if a person of suitable age or discretion cannot be found, and the resident's last
304 known address is not the resident's mobile home, by affixing a copy of the notice in a

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, a mobile home park may issue a summons and complaint 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, the mobile home park may issue a summons and 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.

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.

336 (3) (a) Eviction proceedings commenced under this chapter and based on causes set
337 forth in Subsections 57-16-5(1)(a), (b), (d), and (e) shall be brought in accordance with the
338 Utah Rules of Civil Procedure and may not be treated as unlawful detainer actions under Title
339 78B, Chapter 6, Part 8, Forcible Entry and Detainer.

340 (b) Eviction proceedings commenced under this chapter and based on causes of action
341 set forth in [~~Subsections~~] Subsection 57-16-5(1)(c) [~~and (d)~~] may, at the election of the mobile
342 home park, be treated as actions brought under this chapter and the unlawful detainer
343 provisions of Title 78B, Chapter 6, Part 8, Forcible Entry and Detainer.

344 (c) If unlawful detainer is charged, the court shall endorse on the summons the number
345 of days within which the defendant is required to appear and defend the action, which shall not
346 be less than five days or more than 20 days from the date of service.

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

348 **57-16-7. Rules of parks.**

349 (1) (a) A mobile home park may [~~promulgate~~] adopt rules related to the health, safety,
350 and appropriate conduct of residents and to the maintenance and upkeep of [~~such~~] the park.
351 [~~No change in rule that is unconscionable is valid.~~] An unreasonable, unconscionable rule is
352 not valid.

353 (b) (i) [~~No new or amended rule shall~~] A properly adopted new or amended rule may
354 not take effect[~~, nor~~] or provide the basis for an eviction notice, until the expiration of at least:

355 (A) [~~120~~] 180 days after [~~its promulgation~~] the day on which the rule is adopted, if [~~it~~
356 ~~is a rule that~~] the rule requires a resident to make exterior, physical improvements to the
357 resident's mobile home or mobile home space and to incur expenses equal to or greater than
358 \$2,000 in order to comply with the rule;

359 (B) [~~90~~] 120 days after [~~its promulgation~~] the day on which the rule is adopted, if [~~it is~~
360 ~~a rule that~~] the rule requires a resident to make exterior, physical improvements to the resident's
361 mobile home or mobile home space and to incur expenses greater than \$250 [~~up to~~], but less
362 than \$2,000, in order to comply with the rule; or

363 (C) 60 days after [~~its promulgation~~] the day on which the rule is adopted, if [~~it is a rule~~
364 ~~that~~] the rule requires a resident to make exterior, physical improvements to the resident's
365 mobile home or mobile home space and to incur expenses of \$250 or less in order to comply
366 with the rule.

367 (ii) ~~[Each resident, as]~~ As a condition precedent to a new or amended rule under this
368 Subsection (1)(b) becoming effective, the mobile home park shall ~~[be provided]~~ provide each
369 resident with a copy of ~~[each]~~ the new or amended rule ~~[that does not appear in the resident's~~
370 ~~lease agreement promptly upon promulgation of the rule]~~ and a written explanation of the need
371 for the new or amended rule.

372 (iii) For purposes of determining which period of time applies under Subsection
373 (1)(b)(i), the mobile home park may rely upon a good-faith estimate obtained by the mobile
374 home park from a licensed contractor.

375 (c) Within 30 days after the day on which the mobile home park proposes amendments
376 to the mobile home park rules, the mobile home park shall schedule at least one meeting for the
377 purpose of discussing the proposed rule amendments with residents and shall provide at least
378 10 days advance written notice of the date, time, location, and purposes of the meeting to all
379 residents.

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

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

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

393 Section 8. Section **57-16-7.5** is amended to read:

394 **57-16-7.5. Payment of rent required after notice.**

395 (1) ~~[(a) Any]~~ A resident shall continue to pay the mobile home park all rent required by
396 the lease after ~~[having been]~~ the resident is served with ~~[any]~~ a notice pursuant to this chapter,
397 except a notice for nonpayment of rent.

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 Subsection (1)(a).

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

429 unfair, inequitable, or unconscionable, the court may:

430 (i) refuse to enforce the agreement;

431 (ii) refuse to enforce the unfair, inequitable, or unconscionable provision; or

432 (iii) limit the application of a provision to avoid an unfair, inequitable, or

433 unconscionable result.

434 Section 11. Section **57-16-13** is amended to read:

435 **57-16-13. Abandonment.**

436 Abandonment of a mobile home space and a mobile home within a mobile home park is

437 presumed in either of the following situations:

438 (1) (a) the resident or occupant of the mobile home has not notified the park that the

439 resident or occupant will be absent from the mobile home space or mobile home, and the

440 resident or occupant fails to pay rent within [~~45~~] 60 days after the due date; and

441 (b) the mobile home park owner has no reasonable evidence, other than the presence of

442 the resident's or occupant's personal property, that the resident or occupant is continuing to

443 occupy the mobile home space and the mobile home; or

444 (2) (a) the resident or occupant of the mobile home has not notified the park that the

445 resident or occupant will be absent from the mobile home space where the mobile home is

446 located, and the resident or occupant fails to pay rent when due; and

447 (b) the resident's or occupant's personal property has been removed from the mobile

448 home, and there is no reasonable evidence that the resident or occupant is occupying the mobile

449 home space or mobile home.