

H.B. 143

MOBILE HOME PROPERTY RIGHTS AMENDMENTS

HOUSE COMMITTEE AMENDMENTS

AMENDMENT 1

FEBRUARY 28, 2013 8:41 AM

Representative **LaVar Christensen** proposes the following amendments:

1. *Page 5, Lines 122 through 134:*

- 122 (b) the type of the leasehold, whether it be term or periodic~~[-and,];~~
(c) the term of the leasehold, which for term or periodic leases entered into on or after May 14, 2013, unless the parties otherwise agree in writing, shall:
(i) be no less than one year; and
(ii) automatically renew for a one-year term.
123 ~~{(c)}~~ (d) in leases entered into on or after May 6, 2002, a conspicuous disclosure describing
124 the protection a resident has under ~~[Subsection (1)] this chapter~~ against unilateral termination
125 of the lease by the mobile home park except for the causes described in Section 57-16-5;
126 ~~{(c)}~~ ~~{(d)}~~ (e) (i) a ~~[full disclosure of]~~ complete description, including the amount, of all
127 rent, service charges, and other fees [presently being charged on a periodic basis] charged to
128 the resident as of the date on which the lease is executed; and
129 (ii) a full disclosure of the mobile home park's utility infrastructure [owned by the
130 ~~mobile home park owner or its agent]~~ that is maintained through agreed upon service charges
131 and fees charged by the mobile home park owner or its agent;
132 ~~{(d)}~~ ~~{(c)}~~ (f) the date or dates on which the payment of rent, fees, and service charges are
133 due; and
134 ~~{(e)}~~ ~~{(f)}~~ (g) all rules that pertain to the mobile home park that, if materially broken and not

2. *Page 7, Lines 194 through 195:*

- 194 (b) in comparison with the other mobile homes in the park, the resident's mobile home
195 is in a ~~{severely}~~ significantly rundown condition or is in ~~{gross}~~ serious disrepair;

3. *Page 7, Line 212:*

- 212 conspicuous place in the mobile home park.
(13) Beginning July 1, 2013, unless the parties otherwise agree in writing, a leasehold under this chapter that is periodic and month-to-month shall:
(a) renew for a period of one year rather than one month; and
(b) renew for one-year terms after the renewal described in Subsection (13)(a).

4. *Page 11, Line 319:*

319 (i) ~~[In]~~ in the event of a ~~{material}~~ failure to abide by a mobile home park rule~~[-the~~

5. Page 14, Lines 428 through 430:

428 57-16-11. Rights and remedies not exclusive -- Rights reserved .

429 (1) The rights and remedies granted to a resident and a mobile home park by this chapter
430 are cumulative and not exclusive.

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

6. Page 15, Lines 455 through 459:

455 (a) the resident shall sell the mobile home within 120 days after the day on which the
456 mobile home park terminates the rental agreement; ~~{and}~~

(b) the resident shall pay rent, service charges, and fees to the mobile home park in the amount paid under the terminated lease until the resident sells the resident's mobile home or until the time described in Subsection (2)(a) expires; and

457 ~~{(b)}~~ (c) the mobile home park has a lien on the proceeds of the sale of the resident's mobile
458 home for the amount of unpaid rent, service charges, and fees that accrue from the day the resident
459 gives written notice under Subsection (1) until the day on which the mobile home is sold.