

26 None

27 **Other Special Clauses:**

28 None

29 **Utah Code Sections Affected:**

30 AMENDS:

31 **57-16-4**, as last amended by Laws of Utah 2015, Chapter 233

32 **57-16-5**, as last amended by Laws of Utah 2002, Chapter 255

33 **57-16-6**, as last amended by Laws of Utah 2008, Chapters 3 and 55

34 **57-16-7**, as last amended by Laws of Utah 2002, Chapter 255

35 ENACTS:

36 **57-16-19**, Utah Code Annotated 1953



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

39 Section 1. Section **57-16-4** is amended to read:

40 **57-16-4. Termination of lease or rental agreement -- Required contents of lease --**
41 **Increases in rents or fees -- Sale of homes -- Notice regarding planned reduction or**
42 **restriction of amenities.**

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

45 ~~[(2) Each agreement for the lease of mobile home space shall be written and signed by~~
46 ~~the parties.]~~

47 (2) (a) A mobile home park and a mobile home park resident that enter into an
48 agreement for the lease of a mobile home park space shall:

49 (i) enter into the lease agreement in writing; and

50 (ii) sign the lease agreement.

51 (b) A mobile home park shall, for each lease entered into by the mobile home park
52 with a mobile home park resident:

53 (i) maintain a written copy of the lease; and

54 (ii) make a written copy of the lease available to the mobile home park resident that is
55 a party to the lease:

56 (A) no more than seven calendar days ~~§~~→ after the day on which the mobile home park
56a receives ←~~§~~ written request from the mobile home park

150 written notice of noncompliance states that another violation of the same or a different rule
 151 might result in forfeiture without any further period of cure;

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

156 (i) use or distribution of illegal drugs;

157 (ii) distribution of alcohol to minors; or

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

159 (d) nonpayment of rent, fees, or service charges for a period of five days after the due
 160 date;

161 (e) a change in the land use or condemnation of the mobile home park or any part of it;

162 [or]

163 (f) ~~failure by a~~ ~~§→ [person that owns or resides in a]~~ ~~←§ mobile home~~ ~~§→ park~~

163a ~~resident [in the mobile home park]~~ ~~←§~~

164 ~~to~~ ~~§→ [register with the mobile home park or]~~ ~~←§ enter into a written lease with the mobile home~~

164a ~~park~~ ~~§→ that is offered by the mobile home park~~ ~~←§~~ ;

165 ~~or~~

166 [(f)] (g) a prospective resident provides materially false information on the application
 167 for residency regarding the prospective resident's criminal history.

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

170 (a) state that if the resident does not perform the resident's duties or obligations under
 171 the lease agreement or rules of the mobile home park within 15 days after receipt by the
 172 resident of the written notice of noncompliance, the mobile home park may enter onto the
 173 resident's space and cure any default;

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

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

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

180 (e) state that the resident's failure to make the payment required by Subsection (2)(b) in