

Mobile Home Owners Handbook



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INTRODUCTION

The purpose of the Mobile Home Owner's Handbook is to provide information and to summarize Colorado's mobile home park law. In Colorado, the Mobile Home Park Act ("the Act") governs mobile home parks and can be found in the Colorado Revised Statutes at C.R.S. §§ 38-12-200.1 thru 220. The complete Act is attached at the end of this Handbook.

NOTE: This Handbook is not intended as a substitute for seeking advice from an attorney. All information contained in this Handbook is subject to change at any time through legislation and court decisions. If you need legal advice regarding the Act and its application, you should consult with an attorney. It is always recommended to keep a file of letters, notices and rule amendments, as well as a log of communications between mobile home owners and mobile home park management. Documentation becomes especially important when disagreements arise during the course of a long-term tenancy. This handbook is not intended as a substitute for seeking advice from an attorney or other qualified professional.

DEFINITIONS

- **Homeowner:** Any person or family of such person owning a mobile home that is located in a mobile home park where the homeowner rents the land under their home.
- **Landlord/Management:** The owner or person responsible for operating and managing the mobile home park, or an agent, employee, or representative authorized to act on the owner's behalf.
- **Mobile home located in a manufactured housing community:** A preconstructed building unit or combination of preconstructed building units that is constructed in compliance with the federal manufactured home construction safety standards and designed for long-term residential occupancy. "Manufactured home" shall also include a mobile home.
- **Mobile home park:** A parcel of land for the continuous use of five or more manufactured homes, where the land is rented out to the homeowners.
- **Mobile home space/lot:** The parcel of land within a manufactured housing community rented out to accommodate one mobile home and its accessory buildings, and to which the required sewer and utility connections are provided by the mobile home park.
- **Rent:** Any money or other consideration to be paid to management/owner for the right of use, possession and occupation of the manufactured/mobile home or mobile home space/lot.
- **Rental Agreement:** An agreement written, verbal or implied by law, between the community owner and the homeowner establishing the terms and conditions of the tenancy, including reasonable rules and regulations created by community owner/management.
- **Tenancy:** The right of the homeowner to use the space/lot on which to locate, maintain and occupy the home, lot improvements and accessory structures for human habitation, including the use of services and facilities of the community.

A full list of definitions can be found at C.R.S. 38-12-201.5 See:

<http://www.lexisnexis.com/hottopics/colorado/>

FAIR HOUSING LAW

The Federal Government, the State of Colorado and the City and County of Broomfield all have laws which prohibit certain kinds of discrimination with respect to housing. The City and County of Broomfield prohibits landlords from discriminating against tenants on the basis of race, creed, color, sex, sexual orientation, gender variance, genetic characteristics, marital status, religion, national origin, ancestry, pregnancy, parenthood, custody of a minor child, or mental or physical disability of the individual or such individual's friends or associates.

Further inquiries regarding fair housing law can be directed to the City and County of Broomfield's Housing Authority; please understand the city can provide general information but cannot provide legal advice.

PURCHASING A MANUFACTURED (MOBILE) HOME

Purchasing a home from a manufactured home dealer Purchasing a manufactured home is very different from buying a site-built home. For instance, the financing may be different. You may only be able to access chattel financing to help pay for your manufactured home, and this type of financing generally does not have as favorable terms or the consumer protections that are associated with a residential mortgage.

It is important for the potential purchaser of a manufactured home to shop around, ask a lot of questions, and determine what loan products are available and under what terms. For instance, chattel loans are often for much shorter periods of time than conventional mortgages and usually come with a higher interest rate and other possible fees and costs.

In addition, if the homeowner defaults on the loan, then the lender may simply be able to repossess the manufactured home, in much the same way as a car can be repossessed if the car loan is not paid back.

You should only purchase a new home from a licensed dealer.

The sales contract should include an accurate description of the home and provide at least a one-year warranty to cover things like electrical, plumbing, heating and cooling systems. The home itself may come with an additional warranty. In addition, consumers experiencing difficulty getting problems resolved regarding their manufactured housing should contact the Colorado Department of Local Affairs:

<https://www.colorado.gov/pacific/dola/manufactured-housing-consumer-complaints> (see the Resources page for additional contact information).

If you plan to move your new manufactured home into a manufactured housing community, be sure that you have had an opportunity – before you purchase your home and arrange for it to be towed to the community of your choice – to review the rental agreement and rules and regulations you will need to abide by; ask questions and, if possible, meet with members of the homeowners' association or others in the community so you have an idea of exactly what your living situation will be like.

If you plan to purchase a home that is already located in a manufactured housing community, some of the same guidelines as those laid out above apply. For instance, it will be important to know all about the terms of the rental agreement and the community rules and regulations so that you are not surprised by any of them when you have already moved in and it is too late to move out!

You will also want to know how much the rent is each month, how often the rent is increased and by how much. You will want to know if the rules and regulations change frequently and if there are other associated costs. For instance, is the cost for water, sewer and garbage included in the rent or do you pay for those separately? If so, how are you billed and what are the average costs of these services?

You should arrange to meet with the manager/community owner before purchasing the home. You can ask them if the home is allowed to stay in the community, if they have any plans to convert the community to another use, and what the local zoning code is for this property. Asking questions – talking to the seller and to others who reside in the community – will help guide your decision-making; after you move into a manufactured housing community it will be difficult to move your home out, though you could sell it in place.

RESPONSIBILITIES OF COMMUNITY OWNER/MANAGER

The responsibilities of a landlord/park owner and their hired staff include complying with state laws and local ordinances and properly maintaining the community. See C.R.S. 38-12-212.3

- A landlord/community owner is responsible for and shall pay the cost of maintenance and repair of:
 - Any sewer, water and utility service lines, or related connections, owned and provided by the landlord to the utility pedestal or pad space of the manufactured home; and
 - Any accessory buildings or structures, including but not limited to, sheds and carports, owned by the landlord and provided for the use of homeowners; and
 - The premises (mobile home park and existing facilities) including furniture and utilities where applicable, and grounds and areas that are provided for the use of homeowners.
- If the landlord/community owner fails to maintain or repair any of the above, they will be responsible for and pay the cost of repairing any damage to a home caused by such failure.
- The landlord/community owner shall ensure that all plumbing lines and connections that they own and provide to the homeowners' utility pedestal or space conform to applicable law and that they are maintained in good working order.
- Notice required prior to water shut off the landlord/community owner is required to give two days' notice to the homeowners if the water services will be disrupted for planned maintenance. The landlord/community owner shall attempt to give reasonable notice if water service is disrupted for any other reason.

Homeowners cannot be required to assume the responsibilities outlined above.

RENTAL AGREEMENT

A rental agreement is a contract. Colorado law requires the rental agreement to be in writing, and given to the homeowner before renting or moving into the mobile home space or lot. The homeowner should be allowed to take the rental agreement with them to read so that they fully understand all the terms and conditions of the contract they are signing. If possible, it can be helpful to have a family member and/or an attorney review the rental agreement with you so that you know exactly what you are signing.

Colorado law requires that certain provisions be included in the rental agreement. For instance, the rental agreement needs to include the terms, conditions, and rules and regulations that will apply during the rental term, as well as the amount of rent to be charged. The rental agreement is also required to include the day that the rent is due and the day when unpaid rent shall be considered in default.

Additional disclosures that need to be included in the rental agreement include the name and mailing address where a manager's decision can be appealed, and all other charges, over and above rent, that the homeowner will be required to pay.

If you do not understand any of the terms or conditions, ask the community owner or manager for clarification and do not sign anything that you do not understand. Once you are satisfied with the terms of the rental agreement, you should sign and the manager or community owner should sign as well. Colorado law requires the landlord to give you a copy of the full rental agreement, signed by the community owner or manager, and that includes the rules and regulations in effect at the time the rental agreement is signed.

Please Note: While Colorado law only requires the rental agreement to be a month-to-month tenancy, the homeowner can request a fixed tenancy of not less than one year. For full details about the contents of a rental agreement see C.R.S. 38-12-213.

Rent Increases

If a mobile home park tenant has a month-to-month lease, the rent can be increased only with a 60-day written notice to the homeowner. If a mobile home park tenant has a fixed term lease, the rent can only be increased at the end of the lease term unless the lease itself gives the park management the right to increase the rent after no less than a 60-day written notice to the homeowner.

The written notice of a rent increase must include:

1. The amount of the rent increase.
2. The effective date of the rent increase (at least 60 days after the date of the written notice).
3. The name, address and telephone number of park management, if any of this information was not included in the original rental agreement. See C.R.S. 39-12-204(2).

Colorado prohibits rent control except when a park is owned by housing authorities or other public agencies. C.R.S. 38-12-301.

Maintenance and Repairs

The responsibilities of both the homeowner and the mobile home park management will be described in the rental agreement. In general, the homeowner will be responsible for keeping the mobile home and the home site up to the standards set by the park rules and regulations. Major park landscaping projects are the responsibility of the park management. When unsure, read your lease.

When homeowners do not keep their mobile home and their site up to the standards described by the park rules and regulations, the park management can either:

1. Do the maintenance themselves and bill the tenant for the reasonable costs incurred, or
2. Give a notice of intent to evict the homeowner. See C.R.S. 38-12-212.3(3)(b) and 38-12-203(1)(c).

Park management is responsible for the cost of maintenance and repair of:

1. Sewer and utility service lines owned and provided by the park.
2. Buildings and structures provided by the park for the use of the residents.
3. Park premises. Premises means existing facilities, including furniture and utilities, the common-area grounds and any other amenity provide for the use of all homeowners.

The park cannot require a park resident to assume these costs. See C.R.S. 38-12-212.3(1) and (2). Park residents can be required to pay for the repair of damage caused by the resident to park property or the property of other residents. C.R.S. 38-12-212.3(3)(a).

Improvements and Upgrades

Park rules and regulations may change, requiring additional improvements and upgrades to mobile homes already within the park. Non-compliance with the new rules and regulations may be “grandfathered” in so that existing mobile homeowners in the park are not evicted if they cannot make the required upgrades. Grandfathering is meant to save homeowners the expense and

hardship of complying with rules that were not part of the rental agreement when they first signed. Any rule or regulation put into place without the consent of a mobile home owner after that owner signs an initial agreement are considered unreasonable and on its face are unenforceable against that mobile homeowner. However, if a mobile home owner signs any document stating consent to the new rules, the owner must then comply with those rules. C.R.S. 38-12-203(1)(c).

Even if mobile homeowners are grandfathered in regarding new park rules and regulations, and have not had to comply by upgrading their mobile home during their tenancy, they may be required to upgrade as a condition of allowing their mobile home to remain in the park after it is sold to a new owner. Through sales and move-outs, parks can eventually bring all homes into compliance with new rules and regulations. When homeowners seek approval to sell their mobile home for retention on site, either the homeowner or the new purchaser will be responsible for upgrading the home to meet the current standards spelled out in the rules and regulations.

Security Deposits

Colorado law sets a maximum that a park may charge as a security deposit. For single-wide units, the maximum is one month's rent; for multi-wide units, the maximum is two month's rent. C.R.S. 38-12-207. All security deposits paid after July 1, 1979, must be deposited in a separate trust account by the park owner. C.R.S. 38-12-209(1)(b).

Homeowners should always leave a forwarding address where deposit return checks are to be mailed. In the event that a check is not provided in a reasonable amount of time, homeowners should first contact management to clarify the status of the deposit - for example, whether deductions were made for damage to the mobile home site - and arrange for a return of the deposit. Confirm all arrangements and agreements in writing. If a homeowner cannot reach agreement with the management regarding return of the security deposit, either party can seek mediation or obtain legal advice from an attorney.

Return of Deposit

Colorado law does not address the return of mobile home security deposits. If the rental agreement does not address the issue, try negotiating a time frame by which you can expect your deposit to be returned, and incorporate that time frame into the rental agreement. For example, some rental agreements state the homeowner will receive the balance of the security deposit, along with an explanation of any deductions, "within 60 days after the expiration or termination of tenancy." Remember: landlord-tenant law does not apply to mobile home park security deposits. Mobile home park management and homeowners can always, however, agree to use the landlord-tenant framework.

TERMINATION OF A RENTAL AGREEMENT

A rental agreement can end in two ways:

1. By mutual agreement/termination between the homeowner and the mobile home park; or
2. By court action/eviction for non-payment of rent or violation of park rules or regulations.

Notice requirement to the homeowner is different for each of these types of termination.

Termination by Homeowner

Homeowners should consult their rental agreement and the park rules and regulations and proceed according to the process spelled out in that agreement. For example, a rental agreement usually specifies how long in advance a homeowner has to give the park written notice of intent to terminate. NOTE: if a rental agreement indicates that notice has to be given in writing, oral notice is not sufficient. But, even if the lease agreement does not address this issue, always GIVE NOTICE IN WRITING.

Termination by Mobile Home Park

When terminating the tenancy of a park resident, the park must proceed according to Colorado law as explained below. These procedures are meant to protect homeowners from groundless termination.

Notice to Quit

Before an eviction complaint can be filed in court to terminate a rental agreement for cause, a park must serve the homeowner with notice by posting a “Notice to Quit” on the main entrance of the mobile home.

The Notice must state:

1. The date by which the mobile home needs to removed from the mobile home park;
 - a. Not less than 30 days if the mobile home is being occupied by persons other than the owner(s) and is in violation of the park rules and regulations. C.R.S. 38-12-202(c)(I)
 - b. Not less than 60 days to remove any mobile home from the premises. C.R.S. 38-12-202(c)(I)
 - c. Not less than ten days if the occupant or owner of the mobile home has engaged in willful, wanton or malicious damage to property of the landlord, another homeowner or guests of either, or commits a felony as described in C.R.S. 18 articles 3, 4, 6, 7, 9, 12 or 18; or is the basis for the declaration of the mobile

home or its contents as a public nuisance. C.R.S. 38-12-203(f).

2. The name of the landlord or the mobile home park;
 - a. Five days for failure to pay rent. C.R.S. 38-12-204(1)
 - b. The mailing address of the mobile home park site on which the mobile home is located
 - c. The location or space number of the mobile home
 - d. The county in which the mobile home park site is located
 - e. Reason for termination C.R.S. 38-12-202(3)
 - f. If being terminated for non-compliance with Rules and Regulations - must include a statement advising the homeowner of the right to cure within 30 days

After the last day of the 5, 10, 30 or 60 day notice period, whichever is applicable, the park owner may proceed to the filing of an eviction lawsuit with the court.

C.R.S. 38-12-202

The notice requirements described above are the minimum requirements set by Colorado law. Mobile home parks may adopt more extensive warning or notice procedures. Review your rental agreement and any attached or referenced rules and regulations, or check with your park management.

A mobile home owner may not be asked to waive any of these requirements. C.R.S. §38-12-202(2)

COMMUNITY RULES

Colorado law states that the rules and regulations in a manufactured housing community can only be enforced if they:

1. Promote the convenience, safety, or welfare of the homeowners, or
2. Protect and preserve the premises from abuse, or
3. Fairly distribute services and facilities provided to the homeowners, and
4. Are reasonably related to their stated purpose, and
5. Are not retaliatory or discriminatory, and
6. Are explicit enough to make it clear to a homeowner what that homeowner must do to comply with the rule or regulation, and
7. Are in writing and disclosed before the homeowner signs a rental agreement.

C.R.S. 38-12-214

However, homeowners need to keep in mind that the community owner may amend existing rules and regulations or adopt new ones simply by providing homeowners with 60 days' notice of this change. Sixty days after the new or amended rule or regulation is adopted it will go into effect, even if the homeowner has not agreed to this change. C.R.S. 38-12-203(1)(c).

Homeowners and their Homeowners Associations are encouraged to contact the community owner/manager during this 60-day interim period to:

1. Suggest amendments,
2. Sign written petitions protesting the change,
3. Challenge the reasonableness of the rule, or
4. Ask to get involved in the process of rule-making and adoption.

EVICTION

Here is a quick overview of eviction:

Reasons for eviction (C.R.S. 38-12-203)

1. Failure to comply with local ordinances and state laws and regulations relating to mobile homes and mobile home lots [subsection 1(a)];
2. Conduct of the homeowner, on the mobile home park premises, which constitutes annoyance to other homeowners or interference with park management [subsection 1(b)];
3. Failure to comply with written rules and regulations of the mobile home park (whether as part of the original agreement or implemented subsequently either with homeowner's consent or with 60 days' written notice). Homeowner given 30 days to comply before any action to terminate the tenancy based on noncompliance with regulations concerning the mobile home or lot. However, if given a second notice to comply for the same violation within 12 months, then there is no right to cure the second violation [subsection 1(c)];
4. Condemnation or change of use of the mobile home park – if condemnation is the reason then park owner is required to give homeowners notification within 17 days. If the community is closing or changing its use, then the homeowner needs to be given six months' notice prior to eviction [subsection 1(d)];
5. Making false or misleading statements on an application for tenancy [subsection 1(e)];
6. Conduct of homeowner or guest that:
 - Occurs on mobile home park premises and unreasonably endangers the life of landlord, any homeowner, any person living in the park, or guest, agent, or associate of homeowner;
 - Occurs on mobile home park premises and constitutes willful, wanton, or malicious damage to or destruction of property of landlord, any homeowner, or lessee or guest or agent;
 - Occurs on the mobile home park premises and constitutes a felony; or
 - Is the basis of a pending action to declare the mobile home or any of its contents a class I public nuisance under C.R.S. 16-13-303 [subsection 1(f)];
7. Non-payment of rent – rent needs to be paid in full within five days after notice is served or posted for failure to pay rent when due. C.R.S 38-12-204.

Process required prior to eviction: Notice to quit (C.R.S. 38-12-202) Landlord is required to give notice in writing if they want to evict the homeowner. The notice needs to include a description of the property and is legally sufficient if it states:

- The name of the landlord of the mobile home park;
- The mailing address of the property;
- The location or space number upon which the mobile home is situated; and
- The county in which the mobile home is situated.

Service of the notice is sufficient if it is affixed to the main entrance of the mobile home.

Cure periods:

- If the homeowner is being evicted because of their conduct (see No. 6 above) then there is no cure period and the homeowner will be given not less than 10 days to move out.
- If the homeowner is being evicted as a result of Nos. 1, 2, 3 or 5 above then they have 60 days to move out of the community.
- If the homeowner is being evicted for non-payment of rent, then they are given five days' notice to pay rent or vacate.

The notice to quit must state the following:

- The grounds for termination;
- Whether the homeowner has a right to cure the violation; and
- A statement that the homeowner has a right to mediation (not allowed for non-payment of rent, or where the health and safety of other homeowners is in imminent danger). (However, please note that while mediation is offered, it is not required that either party show up for mediation.)
- After the last date of the notice period, the landlord can start legal action to terminate the tenancy. In order to prevail, the landlord needs to show:
 - Compliance with the notice requirements;
 - The homeowner was provided with the reason(s) for the eviction; and
 - The reason(s) are true and valid under the Mobile Home Landlord Tenant Act.

A homeowner may appear in court to defend against the eviction action. If the court rules in favor of the landlord, then the homeowner has 48 hours to move the home and vacate the premises. However, if the homeowner is being evicted for any reason, other than No. 7 above, the homeowner may extend the move-out date by 30 days provided they prepay the landlord all amounts that are owed, as well as a pro rata share of the rent for each day following the court's ruling.

A landlord cannot terminate a tenancy simply to make way for another mobile home to move into that space. C.R.S. 38-12-205.

Legal process, other than eviction, shall be used for the collection of utility charges and incidental service charges other than those provided in the rental agreement. C.R.S. 38-12-207.

SALE OF MANUFACTURED HOME IN COMMUNITY

State law, local ordinances, and perhaps even your community's rules will regulate the process for selling your home in the community so you need to be aware of all of them.

Usually when a homeowner decides to relocate, they want to sell their home in place since it can be expensive to move a manufactured home and often there are no other sites available to move to.

The first thing to do is to review your community rules and regulations. Are there any specific rules that govern the sale of the home and are there any requirements you might need to fulfill to make the process as smooth as possible?

The state gives homeowners the right to place a "for sale" sign on or in their homes, though the landlord can regulate the size, placement, and appearance of the sign. (See C.R.S. 38-21-211).

Entry fees prohibited (C.R.S. 38-12-209). The landlord or owner of a mobile home park cannot pay or receive from a homeowner an entry fee as a condition of leasing a mobile home space or lot. Rent, security deposits, fees charged by the city, county or state, utility deposits, or charges for services actually provided by the landlord that the homeowner agrees to in writing are not prohibited "entry fees."

Selling fees prohibited (C.R.S. 38-12-211). The State of Colorado prohibits the landlord or owner of the community from requiring a homeowner to pay any type of selling fee or transfer fee, to either a homeowner wishing to sell his or her home, or to a buyer of a home in the community, as a condition for someone to buy or sell a home.

HOMEOWNERS' ASSOCIATIONS (HOA's)

Homeowners' Associations (HOAs) in manufactured housing communities are not the same as condo associations. HOAs are simply set up to allow homeowners to come together, join the association for minimal annual dues, elect a board of directors and build effective communication, resources, advocacy and a social network to support each other. Whereas, condo associations, because of the joint ownership in the property, have much more control over how owners can modify their units, charge much higher condo association membership dues, and are governed by different Colorado statutes.

HOAs are legal. There is nothing illegal about forming an HOA in your community, despite what your community owner or manager might say. Indeed, state law specifically states that "homeowners shall have the right to meet and establish homeowners' associations." C.R.S. 38-12-206.

HOAs can meet in the community common area, community hall, or recreation hall should such exist, and the community owner or manager cannot prohibit such a meeting provided the space for the meeting was reserved according to community rules and the meetings are held at reasonable hours and when the facility is not otherwise in use. HOAs are not allowed to hold their meetings in the streets or thoroughfares of the manufactured housing community.

COMMUNITY CLOSURE

There are specific rules that a community owner needs to follow before they can close the manufactured housing community or change its use.

These rules can be found at C.R.S. 38-12-203 (II) and they require the community owner give homeowners at least six (6) months' notice of this change of use or closure. The notice must be mailed to each homeowner.

Obviously, six months is not a lot of time for homeowners to plan for the removal or sale of their home. Many homes will not survive a move to a different location, and many homes become almost worthless when the land under them is sold for another purpose.

Homeowners should be very aware of this six-month limitation on their tenancy prior to moving into a manufactured housing community and ask the owner/manager before signing the rental agreement if they will provide an assurance in writing that the community is not going to close during the time they foresee themselves living in the community.

CITY AND COUNTY OF BROOMFIELD LOCAL ORDINANCES

ORDINANCE NO. 2083

17-42-460 Limitation on Prohibiting the Sales of Mobile Homes.

- (a) No person, including without limitation a park owner, shall prohibit the sale of a mobile home or require an owner of a mobile home within a mobile home park to remove a mobile home from the park at the time such mobile home is sold provided that the purchaser shall enter into and be bound by the rental agreement of the park owner.
- (b) Any purchaser of a mobile home sold by a resident may become a resident of the mobile home park provided the purchaser meets the entry requirements for the mobile home park that are applied by the park owner equally to all purchasers and prospective residents so long as such requirements are not in violation of Federal or State law and have previously been provided to the resident. If the park owner denies approval to a purchaser, the park owner shall, in writing, state the reason for such disapproval. Such statement shall be delivered to the resident and the purchaser within ten days after the park owner receives the completed application of the purchaser or prospective resident. Failure to deliver such notification within ten days shall be deemed to be approval.

17-42-470 Limitation on Required Upgrades to Existing Mobile Home.

No person, including without limitation a park owner, shall require a resident to make improvements to a mobile home provided, however, that the term "improvement" does not include maintenance, repair and upkeep associated with ensuring that the mobile home's exterior condition complies with the park's rules and regulations, if the home owner agreed to abide by such rules and regulations as part of a rental agreement, and the rental agreement and rules and regulations are not in conflict with Federal or State law.

17-42-480 Trees.

Trees in mobile home parks are the responsibility of the park owners. No park owner or their agent shall require a resident to bear the expense of maintenance of trees in a mobile home park.

17-42-490 Utilities and Maintenance Fees.

- (a) In January of each year, park owners shall send notice to each resident who leases a mobile home or a space for a mobile home in the park that sets out the manner in which the park owner will bill each resident for any utilities provided to resident by the park owner, including water, sewer, natural gas, electricity, telephone, internet, trash or recycling service. The notice shall state whether the utility service is metered for each individual residential space or apportioned among all residential spaces by the park owner. If utilities are not metered, the notice shall state how gross charges by each utility will be apportioned among residents in terms of a percentage of the gross charges, and any administrative charges or fees to be assessed in addition to the utility charges. Any utility charge shall not exceed the rate or amount agreed to in the lease between the park owner and the resident. The notice shall also show which utilities must be contracted for directly by a resident.

- (b) In January of each year, park owners shall send notice to each resident containing a list of maintenance fees that could be potentially charged to residents for lawn service, landscape work or improvements that are made by the park owners or their agents.

17-42-500 Right to Privacy.

- (a) Purpose. The purpose of this section is to establish expectations related to the right to privacy of mobile home park tenants from improper intrusions by landlords, park owners and their agents.
- (b) Park owners and their agents shall respect the privacy of homeowners and mobile home park tenants residing in their communities, and shall have no right of entry to a mobile home, without the prior written consent of the homeowner or resident, except in the case of emergency or when the mobile home has been abandoned. Such consent may be revoked in writing by the homeowner/occupant at any time.
- (c) Unless otherwise prohibited by law, park owners and their agents shall have a right of entry upon the land upon which the mobile home is situated for the maintenance of utilities, to insure compliance with applicable codes, statutes, ordinances, administrative rules, and the rental agreement and the rules of the community, and protection of the mobile home park at any reasonable time or in an emergency, but not in a manner or at a time which would interfere with the resident's quiet enjoyment.
- (d) Park owners and their agents shall make a reasonable effort to notify the resident of their intention of entry upon the land upon which a mobile home is situated, at least 48 hours prior to entry.

17-42-510 Retaliation Prohibited.

- (a) Protected Actions: Every resident shall have the rights described in this section. A park owner shall not take any retaliatory actions against a resident for any of the following actions:
 - (1) The resident has expressed an intention to complain or has complained to a governmental agency about conditions in the manufactured housing community;
 - (2) The resident has made any complaint in good faith to the park owner;
 - (3) The resident has filed or expressed an intention to file a lawsuit or administrative action against the park owner;
 - (4) The resident has expressed an intent to organize or has organized or is a member of an association of residents; or
 - (5) The resident has performed or expressed intent to perform any other act for the purpose of asserting, protecting, or invoking the protection of any right secured to residents under any Federal, State, or local law.
- (b) A park owner or an agent of a park owner shall not take any of the following actions in response to any protected actions described in this section:
 - (1) Increase a resident's rent or decrease the services that a resident receives;
 - (2) Alter or refuse to renew an existing rental agreement, impose a fee, change community rules, enforce community rules in an unreasonable or non-uniform manner; or
 - (3) Bring or threaten to bring any legal action, including, but not limited to an action for eviction.

- (c) Any attempt to evict a resident, except for nonpayment of rent, within six months after the resident has taken any action identified in subsection (a) above, shall create a rebuttable presumption that the eviction action is in retaliation against the resident.
- (d) Residents shall have the right to meet and establish a resident association. Meetings of residents or resident associations relating to mobile home living and affairs in their park or for social or educational purposes, including without limitation forums for or speeches by public officials or candidates for public office in their common area, community hall, or recreation hall, if such a facility or similar facility exists, shall not be subject to prohibition by the landlord or operator if the common area or hall is reserved and used in compliance with the park rules and such meetings are held at reasonable hours and when the facility is not otherwise in use.
- (e) No park owner shall harass or threaten any resident association or engage in any unfair or deceptive conduct. Park owners and their agents shall not prohibit resident associations from publishing and distributing information about their association meetings and shall not discourage residents from belonging to a resident association.

7-42-520 Mediation.

- (a) Prior to bringing any action or complaint to enforce any provision of this Chapter, park owners and residents shall participate in mediation by an independent third party, or to settle the dispute through industry mediation procedures. The parties shall agree to submit any dispute to mediation before any action for eviction is commenced.
- (b) Failure of either party to participate in mediation, after proper notice has been served, will create a presumption that the party that offered to mediate shall prevail.
- (c) Notice of mediation shall be considered served upon a resident when it has been served personally on the resident at his or her place of residence, or by posting the notice in a conspicuous place on the home and mailing the notice by first class mail to the resident. Notice to the park owner shall be considered served by delivery to any agent of the park owner during regular office hours at the office in the mobile home park.
- (d) Mediation shall commence within ten days of service of notice, unless the parties agree to an alternative start date.
- (e) The notice shall state the reasons for the mediation, including reference to the provision in this Chapter under which the dispute arises. The notice shall also include the name and contact information of the person issuing the notice.
- (f) The notice shall also contain the name and address of the mediation service where the mediation shall take place.
- (g) The cost of mediation shall be borne equally by both parties.

17-42-530 Private civil right of action.

Any person claiming to be injured by a violation of 17-42-460 through 17-42-520 may maintain a cause of action in any court of competent jurisdiction for damages and such other remedies as may be appropriate.

17-42-540 State and Federal Law.

Park owners are required to comply with Colorado and Federal law, including the Fair Housing Act.

RESOURCES

Colorado Legal Services

-- Boulder County Office 303.449.7575 www.ColoradoLegalServices.org

-- Denver County Office 303.837.1313

City and County of Broomfield Health and Human Services 720.887.2200
One Spader Way, Broomfield, CO 80020

Mobile Home Repair Program – Broomfield Housing Authority
303.438.6379 <https://www.broomfield.org/270/Housing-Authority>

Denver Metro Fair Housing Center 720.279.4291
3280 Downing Street, Denver, CO 80205

Colorado Civil Rights Division 303.894.2997
1560 Broadway, Suite 1050, Denver CO 80202

Safehouse Progressive Alliance for Nonviolence 303.449.8623
<http://www.safehousealliance.org>

24-hour crisis line: 303.444.2424

State of Colorado/Department of Local Affairs/Division of Housing 303.866.4653

Installation/setup program for mobile homes 303.866.4656

Rick Hanger *rick.hanger@state.co.us*

Enforcing of HUD construction standards for new mobile homes

U.S. Department of Housing and Urban Development/Office of Manufactured Housing Programs

1.800.927.2891

American Association of Retired Persons (AARP)

www.aarp.org/ppi - enter “manufactured housing” in the “Search PPI” box

Manufactured Home Owners Association of America “United We Stand – Strength in Numbers”
Ishbel Dickens, Executive Director *ishbel@mhoaa.us*
1.206.851.6385

Resident Owned Communities USA – technical assistance for communities and mobile home park sellers, to help homeowners who would like to purchase their community
1.603.856.0246

<http://www.rocusa.org/for-homeowners/ctap-search.aspx>

National Consumer Law Center - information and advocacy on a variety of topics, including manufactured housing

<http://www.nclc.org/issues/manufactured-housing.html>

CFED – advocacy to help ensure that families who purchase manufactured homes reap benefits from the homeownership experience comparable to those enjoyed by buyers of traditional, site-built homes

1.202.408.9788

http://cfed.org/programs/manufactured_housing_initiative/im_home/

MOBILE HOME PARK ACT

(STATE OF COLORADO STATUTES)

38-12-200.1. Short title

This part 2 shall be known and may be cited as the "Mobile Home Park Act".

38-12-200.2. Legislative declaration

The general assembly hereby declares that the purpose of this part 2 is to establish the relationship between the owner of a mobile home park and the owner of a mobile home situated in such park.

38-12-201. Application of part 2

(1) This part 2 shall apply only to manufactured homes as defined in section 42-1-102 (106) (b), C.R.S.

(2) Repealed.

38-12-201.3. Legislative declaration - increased availability of mobile home parks

The general assembly hereby finds and declares that mobile homes, manufactured housing, and factory-built housing are important and effective ways to meet Colorado's affordable housing needs. The general assembly further finds and declares that, because of the unique aspects of mobile homes and mobile home park ownership, there is a need to protect mobile home owners from eviction with short notice so as to prevent mobile home owners from losing their shelter as well as any equity in their mobile homes. The general assembly encourages local governments to allow and protect mobile home parks in their jurisdictions and to enact plans to increase the number of mobile home parks in their jurisdictions. The general assembly further encourages local governments to provide incentives to mobile home park owners to attract additional mobile home parks and to increase the viability of current parks.

38-12-201.5. Definitions

As used in this part 2, unless the context otherwise requires:

(1) "Home owner" means any person or family of such person owning a mobile home that is subject to a tenancy in a mobile home park under a rental agreement.

(1.5) "Management" or "landlord" means the owner or person responsible for operating and managing a mobile home park or an agent, employee, or representative authorized to act on said management's behalf in connection with matters relating to tenancy in the park.

(2) "Mobile home" means a single-family dwelling built on a permanent chassis designed for

long-term residential occupancy and containing complete electrical, plumbing, and sanitary facilities and designed to be installed in a permanent or semi-permanent manner with or without a permanent foundation, which is capable of being drawn over public highways as a unit, or in sections by special permit, or a manufactured home as defined in section 38-29-102 (6) if the manufactured home is situated in a mobile home park.

(3) "Mobile home park" or "park" means a parcel of land used for the continuous accommodation of five or more occupied mobile homes and operated for the pecuniary benefit of

the owner of the parcel of land, his agents, lessees, or assignees. Mobile home park does not include mobile home subdivisions or property zoned for manufactured home subdivisions.

(4) "Mobile home space", "space", "mobile home lot" or "lot" means a parcel of land within a mobile home park designated by the management to accommodate one mobile home and its accessory buildings and to which the required sewer and utility connections are provided by the mobile home park.

(5) "Premises" means a mobile home park and existing facilities and appurtenances therein, including furniture and utilities where applicable, and grounds, areas, and existing facilities held out for the use of home owners generally or the use of which is promised to the home owner.

(6) "Rent" means any money or other consideration to be paid to the management for the right of use, possession, and occupation of the premises.

(7) "Rental agreement" means an agreement, written or implied by law, between the management

and the home owner establishing the terms and conditions of a tenancy, including reasonable rules and regulations promulgated by the park management. A lease is a rental agreement.

(8) Repealed.

(9) "Tenancy" means the rights of a home owner to use a space or lot within a park on which to locate, maintain, and occupy a mobile home, lot improvements, and accessory structures for human habitation, including the use of services and facilities of the park.

38-12-202. Tenancy - notice to quit

(1) (a) No tenancy or other lease or rental occupancy of space in a mobile home park shall commence without a written lease or rental agreement, and no tenancy in a mobile home park shall be terminated until a notice to quit has been served. Said notice to quit shall be in writing and in the form specified in section 13-40-107 (2), C.R.S. The property description required in

section 13-40-107 (2), C.R.S., shall be deemed legally sufficient if it states:

- (I) The name of the landlord or the mobile home park;
 - (II) The mailing address of the property;
 - (III) The location or space number upon which the mobile home is situate; and
 - (IV) The county in which the mobile home is situate.
- (b) Service of the notice to quit shall be as specified in section 13-40-108, C.R.S. Service by posting shall be deemed legally sufficient within the meaning of section 13-40-108, C.R.S., if the notice is affixed to the main entrance of the mobile home.
- (c) (I) Except as otherwise provided in subparagraph (II) of this paragraph (c), the home owner shall be given a period of not less than sixty days to remove any mobile home from the premises from the date the notice is served or posted. In those situations where a mobile home is being leased to, or occupied by, persons other than its owner and in a manner contrary to the rules and regulations of the landlord, then in that event, the tenancy may be terminated by the landlord upon giving a thirty-day notice rather than said sixty-day notice.
- (II) If the tenancy is terminated on grounds specified in section 38-12-203 (1) (f), the home owner shall be given a period of not less than ten days to remove any mobile home from the premises from the date the notice is served or posted.
- (2) No lease shall contain any provision by which the home owner waives his or her rights under this part 2, and any such waiver shall be deemed contrary to public policy and shall be unenforceable and void. In those situations where a mobile home is being leased to, or occupied by, persons other than its owner and in a manner contrary to the rules and regulations of the landlord, then, in that event, the tenancy may be terminated by the landlord upon giving a thirty-day notice rather than said sixty-day notice.
- (3) The landlord or management of a mobile home park shall specify, in the notice required by this section, the reason for the termination, as described in section 38-12-203, of any tenancy in such mobile home park. If the tenancy is being terminated based on the mobile home or mobile home lot being out of compliance with the rules and regulations adopted pursuant to section 38-12-203 (1) (c), the notice required by this section shall include a statement advising the home owner that the home owner has a right to cure the noncompliance within thirty days of the date of service or posting of the notice to quit. The thirty-day period to cure any noncompliance set forth in this subsection (3) shall run concurrently with the sixty-day period to remove a mobile

home from the premises as set forth in paragraph (c) of subsection (1) and subsection (2) of this section. Acceptance of rent by the landlord or management of a mobile home park during the thirty-day right to cure period set forth in section 38-12-203 (1) (c) shall not constitute a waiver of the landlord's right to terminate the tenancy for any noncompliance set forth in section 38-12-203 (1) (c).

38-12-202.5. Action for termination

(1) The action for termination shall be commenced in the manner described in section 13-40-110, C.R.S. The property description shall be deemed legally sufficient and within the meaning of section 13-40-110, C.R.S., if it states:

- (a) The name of the landlord or the mobile home park;
- (b) The mailing address of the property;
- (c) The location or space number upon which the mobile home is situate; and
- (d) The county in which the mobile home is situate.

(2) Service of summons shall be as specified in section 13-40-112, C.R.S. Service by posting shall be deemed legally sufficient within the meaning of section 13-40-112, C.R.S., if the summons is affixed to the main entrance of the mobile home.

(3) Jurisdiction of courts in cases of forcible entry, forcible detainer, or unlawful detainer shall be as specified in section 13-40-109, C.R.S. Trial on the issue of possession shall be timely as specified in section 13-40-114, C.R.S., with no delay allowed for the determination of other issues or claims which may be severed at the discretion of the trial court.

(4) After commencement of the action and before judgment, any person not already a party to the

action who is discovered to have a property interest in the mobile home shall be allowed to enter into a stipulation with the landlord and be bound thereby.

38-12-203. Reasons for termination

(1) A tenancy shall be terminated pursuant to this part 2 only for one or more of the following reasons:

- (a) Failure of the home owner to comply with local ordinances and state laws and regulations relating to mobile homes and mobile home lots;
- (b) Conduct of the home owner, on the mobile home park premises, which constitutes an annoyance to other home owners or interference with park management;
- (c) Failure of the home owner to comply with written rules and regulations of the mobile home

park either established by the management in the rental agreement at the inception of the tenancy, amended subsequently thereto with the consent of the home owner, or amended subsequently thereto without the consent of the home owner on sixty days' written notice if the amended rules and regulations are reasonable; except that the home owner shall have thirty days from the date of service or posting of the notice to quit set forth in section 38-12-202 (3) to cure any noncompliance on the mobile home or mobile home lot before an action for termination may be commenced, except if local ordinances, state laws and regulations, park rules and regulations, or emergency, health, or safety situations require immediate compliance. If a home owner was in violation or noncompliance pursuant to this paragraph (c) and was given notice and a right to cure such noncompliance and within a twelve-month period from the date of service of the notice

is in noncompliance of the same rule or regulation and is given notice of the second noncompliance, there shall be no right to cure the second noncompliance. Regulations applicable to recreational facilities may be amended at the reasonable discretion of the management. For purposes of this paragraph (c), when the mobile home is owned by a person other than the owner of the mobile home park, the mobile home is a separate unit of ownership, and regulations that are adopted subsequent to the unit location in the park without the consent of the home owner and that place restrictions or requirements on that separate unit are *prima facie* unreasonable. Nothing in this paragraph (c) shall prohibit a mobile home park owner from requiring compliance with current park unit regulations at the time of sale or transfer of the mobile home to a new owner. Transfer under this paragraph (c) shall not include transfer to a co-owner pursuant to death or divorce or to a new co-owner pursuant to marriage.

(d) (I) Condemnation or change of use of the mobile home park. When the owner of a mobile home park is formally notified by a notice of intent to acquire pursuant to section 38-1-121 (1) or other similar provision of law, or a complaint in a condemnation action from an appropriate governmental agency that the mobile home park, or any portion thereof, is to be acquired by the governmental agency or may be the subject of a condemnation proceeding, the landlord shall, within seventeen days, notify the home owners in writing of the terms of the notice of intent to acquire or complaint received by the landlord.

(II) In those cases where the landlord desires to change the use of the mobile home park and where such change of use would result in eviction of inhabited mobile homes, the landlord shall first give the owner of each mobile home subject to such eviction a written notice of the

landlord's intent to evict not less than six months prior to such change of use of the land, notice to be mailed to each home owner.

(e) The making or causing to be made, with knowledge, of false or misleading statements on an application for tenancy;

(f) Conduct of the home owner or any lessee of the home owner or any guest, agent, invitee, or associate of the home owner or lessee of the home owner, that:

(I) Occurs on the mobile home park premises and unreasonably endangers the life of the landlord, any home owner or lessee of the mobile home park, any person living in the park, or any guest, agent, invitee, or associate of the home owner or lessee of the home owner;

(II) Occurs on the mobile home park premises and constitutes willful, wanton, or malicious damage to or destruction of property of the landlord, any home owner or lessee of the mobile home park, any person living in the park, or any guest, agent, invitee, or associate of the home owner or lessee of the home owner;

(III) Occurs on the mobile home park premises and constitutes a felony prohibited under article 3, 4, 6, 7, 9, 10, 12, or 18 of title 18, C.R.S.; or

(IV) Is the basis for a pending action to declare the mobile home or any of its contents a class 1 public nuisance under section 16-13-303, C.R.S.

(2) In an action pursuant to this part 2, the landlord shall have the burden of proving that the landlord complied with the relevant notice requirements and that the landlord provided the home owner with a statement of reasons for the termination. In addition to any other defenses a home owner may have, it shall be a defense that the landlord's allegations are false or that the reasons for termination are invalid.

38-12-204. Nonpayment of rent - notice required for rent increase

(1) Any tenancy or other estate at will or lease in a mobile home park may be terminated upon the landlord's written notice to the home owner requiring, in the alternative, payment of rent or the removal of the home owner's unit from the premises, within a period of not less than five days after the date notice is served or posted, for failure to pay rent when due.

(2) Rent shall not be increased without sixty days' written notice to the home owner. In addition to the amount and the effective date of the rent increase, such written notice shall include the name, address, and telephone number of the mobile home park management, if such management is a principal owner, or owner of the mobile home park and, if the owner is other than a natural person, the name, address, and telephone number of the owner's chief executive

officer or managing partner; except that such ownership information need not be given if it was disclosed in the rental agreement made pursuant to section 38-12-213.

38-12-204.3. Notice required for termination

(1) Where the tenancy of a mobile home owner is being terminated under section 38-12-202 or section 38-12-204, the landlord or mobile home park owner shall provide such mobile home owner with written notice as provided for in subsection (2) of this section. Service of such notice shall occur at the same time and in the same manner as service of:

- (a) The notice to quit as provided in section 38-12-202 (1); or
- (b) The notice of nonpayment of rent as provided in section 38-12-204 (1).

(2) The notice required under this section shall be in at least ten-point type and shall read as follows:

IMPORTANT NOTICE TO THE HOME OWNER:

This notice and the accompanying notice to quit/notice of nonpayment of rent are the first steps in the eviction process. Any dispute you may have regarding the grounds for eviction should be addressed with your landlord or the management of the mobile home park or in the courts if an eviction action is filed. Please be advised that the "Mobile Home Park Act", part 2 of article 12 of title 38, Colorado Revised Statutes, may provide you with legal protection:

NOTICE TO QUIT: The landlord or management of a mobile home park must serve to a home owner a notice to quit in order to terminate a home owner's tenancy. The notice must be in writing and must contain certain information, including:

;The grounds for the termination of the tenancy;

;Whether or not the home owner has a right to cure under the "Mobile Home Park Act"; and

;That the home owner has a right to mediation pursuant to section 38-12-216, Colorado Revised Statutes, of the "Mobile Home Park Act".

NOTICE OF NONPAYMENT OF RENT: The landlord or management of a mobile home park must serve to a home owner a notice of nonpayment of rent in order to terminate a home owner's tenancy. The notice must be in writing and must require that the home owner either make payment of rent and any applicable fees due and owing or remove the owner's unit from the premises, within a period of not less than five days after the date the notice is served or posted, for failure to pay rent when due.

CURE PERIODS: If the home owner has a right to cure under the "Mobile Home Park Act", the

landlord or management of a mobile home park cannot terminate a home owner's tenancy without first providing the home owner with a time period to cure the noncompliance. "Cure" refers to a home owner remedying, fixing, or otherwise correcting the situation or problem that caused the tenancy to be terminated pursuant to sections 38-12-202, 38-12-203, or 38-12-204, CRS.

COMMENCEMENT OF LEGAL ACTION TO TERMINATE THE TENANCY: After the last day of the notice period, a legal action may be commenced to take possession of the space leased by the home owner. In order to evict a home owner, the landlord or management of the mobile home park must prove:

;The landlord or management complied with the notice requirements of the "Mobile Home Park Act";

;The landlord or management provided the home owner with a statement of reasons for termination of the tenancy; and

;The reasons for termination of the tenancy are true and valid under the "Mobile Home Park Act".

A home owner must appear in court to defend against an eviction action. If the court rules in favor of the landlord or management of the mobile home park, the home owner will have not less

than 48 hours from the time of the ruling to remove the mobile home and to vacate the premises. If a tenancy is being terminated pursuant to section 38-12-203 (1) (f), Colorado Revised Statutes, the home owner shall have not less than 48 hours from the time of the ruling to remove the home and vacate the premises. In all other circumstances, if the home owner wishes to extend such period beyond 48 hours but not more than thirty days from the date of the ruling, the home owner shall prepay to the landlord an amount equal to any total amount declared by the court to be due to the landlord, as well as a pro rata share of rent for each day following the court's ruling that the mobile home owner will remain on the premises. All prepayments shall be paid by certified check, cashier's check, or by wire transfer and shall be paid no later than 48 hours after the court ruling.

38-12-205. Termination prohibited

A tenancy or other estate at will or lease in a mobile home park may not be terminated solely for the purpose of making the home owner's space in the park available for another mobile home or trailer coach.

38-12-206. Home owner meetings - assembly in common areas

Home owners shall have the right to meet and establish a homeowners' association. Meetings of home owners or the homeowners' association relating to mobile home living and affairs in their park common area, community hall, or recreation hall, if such a facility or similar facility exists, shall not be subject to prohibition by the park management if the common area or hall is reserved according to the park rules and such meetings are held at reasonable hours and when the facility is not otherwise in use; except that no such meetings shall be held in the streets or thoroughfares of the mobile home park.

38-12-207. Security deposits - legal process

- (1) The owner of a mobile home park or his agents may charge a security deposit not greater than the amount of one month's rent or two month's rent for multiwide units.
- (2) Legal process, other than eviction, shall be used for the collection of utility charges and incidental service charges other than those provided by the rental agreement.

38-12-208. Remedies

(1) (a) Upon granting judgment for possession by the landlord in a forcible entry and detainer action, the court shall immediately issue a writ of restitution which the landlord shall take to the sheriff. In addition, if a money judgment has been requested in the complaint and if service was accomplished by personal service, the court shall determine and enter judgment for any amounts due to the landlord and shall calculate a pro rata daily rent amount that must be paid for the home to remain in the park. The court may rely upon information provided by the landlord or the landlord's attorney when determining the pro rata daily rent amount to be paid by the home owner. Upon receipt of the writ of restitution, the sheriff shall serve notice in accordance with the requirements of section 13-40-108, C.R.S., to the home owner of the court's decision and entry of judgment.

(b) The notice of judgment shall state that, at a specified time not less than forty-eight hours from

the entry of judgment if a tenancy is being terminated pursuant to section 38-12-203 (1) (f) and, in all other instances, not less than forty-eight hours from the entry of judgment, which may be extended to not more than thirty days after the entry of judgment if the home owner has prepaid by certified check, by cashier's check, or by wire transfer no later than forty-eight hours after the court ruling to the landlord an amount equal to any total amount declared by the court to be due to the landlord, as well as a pro rata share of rent for each day following the court's ruling that the mobile home owner will remain on the premises, the sheriff will return to serve a writ of

restitution and superintend the peaceful and orderly removal of the mobile home under that order of court. The notice of judgment shall also advise the home owner to prepare the mobile home for removal from the premises by removing the skirting, disconnecting utilities, attaching tires, and otherwise making the mobile home safe and ready for highway travel.

(c) Should the home owner fail to have the mobile home safe and ready for physical removal from the premises or should inclement weather or other unforeseen problems occur at the time specified in the notice of judgment, the landlord and the sheriff may, by written agreement, extend the time for the execution of the writ of restitution to allow time for the landlord to arrange to have the necessary work done or to permit the sheriff's execution of the writ of restitution at a time when weather or other conditions will make removal less hazardous to the mobile home.

(d) If the mobile home is not removed from the landlord's land on behalf of the mobile home owner within the time permitted by the writ of restitution, then the landlord and the sheriff shall have the right to take possession of the mobile home for the purposes of removal and storage. The liability of the landlord and the sheriff in such event shall be limited to gross negligence or willful and wanton disregard of the property rights of the home owner. The responsibility to prevent freezing and to prevent wind and weather damage to the mobile home lies exclusively with those persons who have a property interest in the mobile home; except that the landlord may

take appropriate action to prevent freezing, to prevent wind and weather damage, and to prevent damage caused by vandals.

(e) Reasonable removal and storage charges and the costs associated with preventing damage caused by wind, weather, or vandals can be paid by any party in interest. Those charges will run with the mobile home, and whoever ultimately claims the mobile home will owe that sum to the person who paid it.

(2) (a) Prior to the issuance of said writ of restitution, the court shall make a finding of fact based upon evidence or statements of counsel that there is or is not a security agreement on the mobile home being subjected to the writ of restitution. A written statement on the mobile home owner's application for tenancy with the landlord that there is no security agreement on the mobile home shall be *prima facie* evidence of the nonexistence of such security agreement.

(b) In those cases where the court finds there is a security agreement on the mobile home subject to the writ of restitution and where that holder of the security agreement can be identified with

reasonable certainty, then, upon receipt of the writ of restitution, the plaintiff shall promptly inform the holder of such security agreement as to the location of the mobile home, the name of the landlord who obtained the writ of restitution, and the time when the mobile home will be subject to removal by the sheriff and the landlord.

(3) The remedies provided in part 1 of this article and article 40 of title 13, C.R.S., except as inconsistent with this part 2, shall be applicable to this part 2.

38-12-209. Entry fees prohibited - entry fee defined - security deposit - court costs

(1) The owner of a mobile home park, or the agent of such owner, shall neither pay to nor receive from an owner or a seller of a mobile home an entry fee of any type as a condition of tenancy in a mobile home park.

(2) As used in this section, "entry fee" means any fee paid to or received from an owner of a mobile home park or his agent except for:

(a) Rent;

(b) A security deposit against actual damages to the premises or to secure rental payments, which deposit shall not be greater than the amount allowed under this part 2. Subsequent to July 1, 1979, security deposits will remain the property of the home owner, and they shall be deposited into a separate trust account by the landlord to be administered by the landlord as a private trustee. For the purpose of preserving the corpus, the landlord will not commingle the trust funds with other money, but he is permitted to keep the interest and profits thereon as his compensation

for administering the trust account.

(c) Fees charged by any state, county, town, or city governmental agency;

(d) Utilities;

(e) Incidental reasonable charges for services actually performed by the mobile home park owner or his agent and agreed to in writing by the home owner.

(3) The trial judge may award court costs and attorney fees in any court action brought pursuant to any provision of this part 2 to the prevailing party upon finding that the prevailing party undertook the court action and legal representation for a legally sufficient reason and not for a dilatory or unfounded cause.

(4) The management or the resident may bring a civil action for violation of the rental agreement or any provision of this part 2 in the appropriate court of the county in which the park is located. Either party may recover actual damages or, the court may in its discretion award such equitable

relief as it deems necessary, including the enjoining of either party from further violations.

38-12-210. Closed parks prohibited

- (1) The owner of a mobile home park or his agent shall not require as a condition of tenancy in a mobile home park that the prospective home owner has purchased a mobile home from any particular seller or from any one of a particular group of sellers.
- (2) Such owner or agent shall not give any special preference in renting to a prospective home owner who has purchased a mobile home from a particular seller.
- (3) A seller of mobile homes shall not require as a condition of sale that a purchaser locate in a particular mobile home park or in any one of a particular group of mobile home parks.
- (4) The owner or operator of a mobile home park shall treat all persons equally in renting or leasing available space. Notwithstanding the foregoing, nothing in this subsection (4) shall be construed to preclude owners and operators of mobile home parks from providing housing for older persons as defined in section 24-34-502 (7) (b), C.R.S.

38-12-211. Selling fees prohibited

The owner of a mobile home park or his agent shall not require payment of any type of selling fee or transfer fee by either a home owner in the park wishing to sell his mobile home to another party or by any party wishing to buy a mobile home from a home owner in the park as a condition of tenancy in a mobile home park for the prospective buyer. This section shall in no way prevent the owner of a mobile home park or his agent from applying the normal park standards to prospective buyers before granting or denying tenancy or from charging a reasonable selling fee or transfer fee for services actually performed and agreed to in writing by the home owner. Nothing in this section shall be construed to affect the rent charged. The owner of a mobile home shall have the right to place a "for sale" sign on or in his mobile home. The size, placement, and character of such signs shall be subject to reasonable rules and regulations of the mobile home park.

38-12-212. Certain types of landlord-seller agreements prohibited

A seller of mobile homes shall not pay or offer cash or other consideration to the owner of a mobile home park or his agent for the purpose of reserving spaces or otherwise inducing acceptance of one or more mobile homes in a mobile home park.

38-12-212.3. Responsibilities of landlord - acts prohibited

- (1) (a) Except as otherwise provided in this section, a landlord shall be responsible for and pay the cost of the maintenance and repair of:

(I) Any sewer lines, water lines, utility service lines, or related connections owned and provided by the landlord to the utility pedestal or pad space for a mobile home sited in the park; and

(II) Any accessory buildings or structures, including, but not limited to, sheds and carports, owned by the landlord and provided for the use of the residents; and

(III) The premises as defined in section 38-12-201.5 (5).

(b) Any landlord who fails to maintain or repair the items delineated in paragraph (a) of this subsection (1) shall be responsible for and pay the cost of repairing any damage to a mobile home which results from such failure. The landlord shall ensure that all plumbing lines and connections owned and provided by the landlord to the utility pedestal or pad space for each mobile home in the mobile home park have plumbing that conformed to applicable law in effect at the time the plumbing was installed and that is maintained in good working order and running water and reasonable amounts of water at all times furnished to the utility pedestal or pad space and shall ensure that each pad space is connected to a sewage disposal system approved under applicable law; except that these conditions need not be met if:

- (I) A mobile home is individually metered and the tenant occupying the mobile home fails to pay for water services;
- (II) The local government in which the mobile home park is situated shuts off water service to a mobile home for any reason;
- (III) Weather conditions present a likelihood that water pipes will freeze, water pipes to a mobile home are wrapped in heated pipe tape, and the utility company has shut off electrical service to a mobile home for any reason or the heat tape malfunctions for any reason; or
- (IV) Running water is not available for any other reason outside the landlord's control.

(c) The landlord shall give a minimum of two days' notice to a mobile home owner if the water service will be disrupted for planned maintenance. The landlord shall attempt to give a reasonable amount of notice to home owners if water service is to be disrupted for any other reasons unless conditions are such that providing the notice would result in property damage, health, or safety concerns or when conditions otherwise require emergency repair.

(2) No landlord shall require a resident to assume the responsibilities outlined in subsection (1) of this section as a condition of tenancy in the mobile home park.

(3) Nothing in this section shall be construed as:

(a) Limiting the liability of a resident for the cost of repairing any damage caused by such resident to the landlord's property or other property located in the park; or

(b) Restricting a landlord or his agent or a property manager from requiring a resident to comply with reasonable rules and regulations or terms of the rental agreement and any covenants binding upon the landlord or resident, including covenants running with the land which pertain to the cleanliness of such resident's lot and routine lawn and yard maintenance, exclusive of major landscaping projects.

38-12-212.7. Landlord utilities account

(1) Whenever a landlord contracts with a utility for service to be provided to a resident, the usage of which is to be measured by a master meter or other composite measurement device, such landlord shall remit to the utility all moneys collected from each resident as payment for the resident's share of the charges for such utility service within forty-five days of the landlord's receipt of payment.

(2) If a landlord fails to timely remit utility moneys collected from residents as required by subsection (1) of this section, such utility may, after written demand therefor is served upon the landlord, require the landlord to deposit an amount equal to the average daily charge for the usage of such utility service for the preceding twelve months multiplied by the sum of ninety.

(3) Any utility which prevails in an action brought to enforce the provisions of this section shall be entitled to an award of its reasonable attorney fees and court costs.

38-12-213. Rental agreement - disclosure of terms in writing

(1) The terms and conditions of a tenancy must be adequately disclosed in writing in a rental agreement by the management to any prospective home owner prior to the rental or occupancy of

a mobile home space or lot. Said disclosures shall include:

(a) The term of the tenancy and the amount of rent therefor, subject to the requirements of subsection (4) of this section;

(b) The day rental payment is due and payable;

(c) The day when unpaid rent shall be considered in default;

(d) The rules and regulations of the park then in effect;

(e) The name and mailing address where a manager's decision can be appealed;

(f) All charges to the home owner other than rent.

(2) Said rental agreement shall be signed by both the management and the home owner, and each party shall receive a copy thereof.

(3) The management and the home owner may include in a rental agreement terms and

conditions not prohibited by this part 2.

(4) The terms of tenancy shall be specified in a written rental agreement subject to the following conditions:

- (a) The standard rental agreement shall be for a month-to-month tenancy.
- (b) Upon written request by the home owner to the landlord, the landlord shall allow a rental agreement for a fixed tenancy of not less than one year if the home owner is current on all rent payments and is not in violation of the terms of the then-current rental agreement; except that an initial rental agreement for a fixed tenancy may be for less than one year in order to ensure conformity with a standard anniversary date. A landlord shall not evict or otherwise penalize a home owner for requesting a rental agreement for a fixed period.
- (c) A landlord may, in the landlord's discretion, allow a lease for a fixed period of longer than one year. In such circumstances, the requirements of paragraphs (a) and (b) of this subsection (4) shall not apply.

38-12-214. Rules and regulations

(1) The management shall adopt written rules and regulations concerning all home owners' use and occupancy of the premises. Such rules and regulations are enforceable against a home owner only if:

- (a) Their purpose is to promote the convenience, safety, or welfare of the home owners, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities held out for the home owners generally;
- (b) They are reasonably related to the purpose for which they are adopted;
- (c) They are not retaliatory or discriminatory in nature;
- (d) They are sufficiently explicit in prohibition, direction, or limitation of the home owner's conduct to fairly inform him of what he must or must not do to comply.

38-12-215. New developments and parks - rental of sites to dealers authorized

(1) The management of a new mobile home park or manufactured housing community development may require as a condition of leasing a mobile home site or manufactured home site

for the first time such site is offered for lease that the prospective lessee has purchased a mobile home or manufactured home from a particular seller or from any one of a particular group of sellers.

(2) A licensed mobile home dealer or a manufactured home dealer may, by contract with the

management of a new mobile home park or manufactured housing community development, be granted the exclusive right to first-time rental of one or more mobile home sites or manufactured home sites.

38-12-216. Mediation, when permitted - court actions

(1) In any controversy between the management and a home owner of a mobile home park arising out of the provisions of this part 2, except for the nonpayment of rent or in cases in which the health or safety of other home owners is in imminent danger, such controversy may be submitted to mediation by either party prior to the filing of a forcible entry and detainer lawsuit upon agreement of the parties.

(2) The agreement, if one is reached, shall be presented to the court as a stipulation. Either party to the mediation may terminate the mediation process at any time without prejudice.

(3) If either party subsequently violates the stipulation, the other party may apply immediately to the court for relief.

38-12-217. Notice of sale of mobile home park - notice of change in use

(1) (a) The mobile home park owner shall notify the owners of all mobile homes in the park and the municipality in which the park is situated or, if none, the county in which the park is situated of his or her intent to change the use of the land comprising the park or to sell the park pursuant to paragraph (b) or (c) of this subsection (1), as applicable.

(b) If the mobile home park owner intends to sell the park, the notification shall be made only once for any particular contract to sell or trade and shall be by written notice mailed to each mobile home owner at the address shown on the rental agreement with the mobile home park owner at least ten days prior to the first scheduled closing for the sale or trade.

(c) If the mobile home park owner intends to change the use of the land comprising the mobile home park, the mobile home park owner shall give written notice to each mobile home owner at least one hundred eighty days before the change in use will occur. The mobile home park owner shall mail the written notice to each mobile home owner at the address shown on the rental agreement with the mobile home park owner.

(2) The provisions of paragraph (b) of subsection (1) of this section shall not apply to the sale of a mobile home park when such sale occurs between members of an immediate family, related business entities, members and managers of a limited liability company, shareholders, officers, and directors in a corporation, trustees and beneficiaries of a trust, or partners and limited liability partners in a partnership or limited liability partnership; except that such purchasers

shall

not change the use of the land comprising the mobile home park without complying with the notice provisions of this section. For purposes of this section, "immediate family" means persons related by blood or adoption.

38-12-218. Mobile home owners - right to form a cooperative

One or more members of a homeowners' association may, at any time, form a cooperative for the purposes of offering to purchase or finance a mobile home park. A home owner shall be a member of the homeowners' association in order to participate in the cooperative, and participation in the cooperative shall be voluntary.

38-12-219. Home owners' and landlords' rights

- (1) Every home owner and landlord shall have the right to the following:
 - (a) Protection from abuse or disregard of state or local law by the landlord and home owners;
 - (b) Peaceful enjoyment of the home owner's mobile home space, free from unreasonable, arbitrary, or capricious rules and enforcement thereof; and
 - (c) Tenancy free from harassment or frivolous lawsuits by the landlord and homeowners.

38-12-220. Private civil right of action

Any home owner who owns a home in a mobile home park where the landlord has violated any provision of this article shall have a private civil right of action against the landlord. In any such action, the home owner shall be entitled to actual economic damages and reasonable attorney fees and costs if the home owner is successful in the action.

38-12-221. Access by counties and municipalities

Notwithstanding any other provision of law, upon a finding that the utilities in a park create a significant health or safety danger to park residents, the landlord of a mobile home park shall grant county or municipal officers or employees access to the mobile home park for the purposes of investigating or conducting a study related to such danger.