

**MOBILE HOME PARK RESIDENTS' RIGHTS**

2017 GENERAL SESSION

STATE OF UTAH

**Chief Sponsor: Bruce R. Cutler**

Senate Sponsor: \_\_\_\_\_

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**LONG TITLE**

**General Description:**

This bill amends provisions related to mobile homes.

**Highlighted Provisions:**

This bill:

- ▶ modifies the period of time a mobile home park is required to provide a mobile home park resident to cure a nonpayment of rent or fees before the mobile home park may evict the resident;
- ▶ provides a cause of action for a mobile home park resident or mobile home park resident association against a mobile home park that violates the Mobile Home Park Residency Act;
- ▶ provides that a mobile home park may not make an unreasonable rule;
- ▶ provides for damages and injunctive relief in an action brought by a mobile home park resident or mobile home park resident association against a mobile home park; and
- ▶ provides for the award of attorney fees and costs under certain circumstances.

**Money Appropriated in this Bill:**

None

**Other Special Clauses:**

None

**Utah Code Sections Affected:**



28 AMENDS:

29 57-16-4, as last amended by Laws of Utah 2015, Chapter 233

30 57-16-5, as last amended by Laws of Utah 2002, Chapter 255

31 57-16-6, as last amended by Laws of Utah 2008, Chapters 3 and 55

32 57-16-7, as last amended by Laws of Utah 2002, Chapter 255

33 57-16-7.5, as enacted by Laws of Utah 1997, Chapter 114

34 ENACTS:

35 57-16-19, Utah Code Annotated 1953



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

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

39 **57-16-4. Termination of lease or rental agreement -- Required contents of lease --**  
40 **Increases in rents or fees -- Sale of homes -- Notice regarding planned reduction or**  
41 **restriction of amenities.**

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

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

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

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

49 (ii) sign the lease agreement.

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

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

53 (ii) make a written copy of the lease available to the mobile home park resident at any  
54 time upon request.

55 (3) Each lease shall contain at least the following information:

56 (a) the name and address of the mobile home park owner and any persons authorized to  
57 act for the owner, upon whom notice and service of process may be served;

58 (b) the type of the leasehold, whether it be term or periodic, and, in leases entered into

59 on or after May 6, 2002, a conspicuous disclosure describing the protection a resident has  
60 under Subsection (1) against unilateral termination of the lease by the mobile home park except  
61 for the causes described in Section 57-16-5;

62 (c) (i) a full disclosure of all rent, service charges, and other fees presently being  
63 charged on a periodic basis; and

64 (ii) a full disclosure of utility infrastructure owned by the mobile home park owner or  
65 its agent that is maintained through service charges and fees charged by the mobile home park  
66 owner or its agent;

67 (d) the date or dates on which the payment of rent, fees, and service charges are due;  
68 and

69 (e) all rules that pertain to the mobile home park that, if broken, may constitute  
70 grounds for eviction, including, in leases entered into on or after May 6, 2002, a conspicuous  
71 disclosure regarding:

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

74 (ii) the resident's rights to:

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

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

78 (4) (a) Increases in rent or fees for periodic tenancies are unenforceable until 60 days  
79 after notice of the increase is mailed to the resident.

80 (b) If service charges are not included in the rent, the mobile home park may:

81 (i) increase service charges during the leasehold period after giving notice to the  
82 resident; and

83 (ii) pass through increases or decreases in electricity rates to the resident.

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

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

88 (e) The mobile home park may not alter the date on which rent, fees, and service  
89 charges are due unless the mobile home park provides a 60-day written notice to the resident

90 before the date is altered.

91 (5) (a) Except as provided in Subsection (3)(b), a rule or condition of a lease that  
92 purports to prevent or unreasonably limit the sale of a mobile home belonging to a resident is  
93 void and unenforceable.

94 (b) The mobile home park:

95 (i) may reserve the right to approve the prospective purchaser of a mobile home who  
96 intends to become a resident;

97 (ii) may not unreasonably withhold that approval;

98 (iii) may require proof of ownership as a condition of approval; or

99 (iv) may unconditionally refuse to approve any purchaser of a mobile home who does  
100 not register before purchasing the mobile home.

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

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

106 (b) A mobile home park may limit the size of a "for sale" sign affixed to the mobile  
107 home to not more than 144 square inches.

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

110 (9) A mobile home park may require that a mobile home be removed from the park  
111 upon sale if:

112 (a) the mobile home park wishes to upgrade the quality of the mobile home park; and

113 (b) the mobile home either does not meet minimum size specifications or is in a  
114 rundown condition or is in disrepair.

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

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

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

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

123 (12) The mobile home park shall ensure that the following are posted at all times in a  
124 conspicuous place in a common area of the mobile home park:

125 (a) a copy of this chapter; and

126 (b) a notice that:

127 (i) summarizes the rights and responsibilities described in this chapter; and

128 [~~(ii) includes information on how to use the helpline described in Title 57, Chapter 16a;~~

129 ~~Mobile Home Park Helpline; and]~~

130 [(~~iii~~) (ii) is in a form approved by the Office of the Attorney General.

131 Section 2. Section **57-16-5** is amended to read:

132 **57-16-5. Cause required for terminating lease -- Causes -- Cure periods -- Notice.**

133 (1) An agreement for the lease of mobile home space in a mobile home park may be  
134 terminated by mutual agreement or for any one or more of the following causes:

135 (a) failure of a resident to comply with a mobile home park rule:

136 (i) relating to repair, maintenance, or construction of awnings, skirting, decks, or sheds  
137 for a period of 60 days after receipt by a resident of a written notice of noncompliance from the  
138 mobile home park under Subsection [57-16-4.1\(1\)](#); or

139 (ii) relating to any other park rule for a period of seven days after the latter to occur of  
140 settlement discussion expiration or receipt by the resident of a written notice of noncompliance  
141 from the mobile home park, except relating to maintenance of a resident's yard and space, the  
142 mobile home park may elect not to proceed with the seven-day cure period and may provide the  
143 resident with written notice as provided in Subsection (2);

144 (b) repeated failure of a resident to abide by a mobile home park rule, if the original  
145 written notice of noncompliance states that another violation of the same or a different rule  
146 might result in forfeiture without any further period of cure;

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

151 (i) use or distribution of illegal drugs;

- 152 (ii) distribution of alcohol to minors; or
- 153 (iii) commission of a crime against property or a person in the park;
- 154 (d) nonpayment of rent, fees, or service charges for a period of [~~five~~] 30 days after the
- 155 due date;
- 156 (e) a change in the land use or condemnation of the mobile home park or any part of it;
- 157 or
- 158 (f) a prospective resident provides materially false information on the application for
- 159 residency regarding the prospective resident's criminal history.

160 (2) If the mobile home park elects not to proceed with the seven-day cure period in

161 Subsection (1)(a)(ii), a 15-day written notice of noncompliance shall:

162 (a) state that if the resident does not perform the resident's duties or obligations under

163 the lease agreement or rules of the mobile home park within 15 days after receipt by the

164 resident of the written notice of noncompliance, the mobile home park may enter onto the

165 resident's space and cure any default;

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

167 (c) require the resident to pay all costs incurred by the mobile home park to cure the

168 default by the first day of the month following receipt of a billing statement from the mobile

169 home park;

170 (d) state that the payment required under Subsection (2)(b) shall be considered

171 additional rent; and

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

173 a timely manner shall be a default of the resident's lease and shall subject the resident to all

174 other remedies available to the mobile home park for a default, including remedies available

175 for failure to pay rent.

176 Section 3. Section **57-16-6** is amended to read:

177 **57-16-6. Action for lease termination -- Prerequisite procedure.**

178 A legal action to terminate a lease based upon a cause set forth in Section **57-16-5** may

179 not be commenced except in accordance with the following procedure:

180 (1) Before issuance of any summons and complaint, the mobile home park shall send

181 or serve written notice to the resident or person:

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

183 (b) by sending a copy of the notice through registered or certified mail addressed to the  
184 resident or person at the person's place of residence;

185 (c) if the resident or person is absent from the person's place of residence, by leaving a  
186 copy of the notice with some person of suitable age and discretion at the individual's residence  
187 and sending a copy through registered or certified mail addressed to the resident or person at  
188 the person's place of residence; or

189 (d) if a person of suitable age or discretion cannot be found, by affixing a copy of the  
190 notice in a conspicuous place on the resident's or person's mobile home and also sending a copy  
191 through registered or certified mail addressed to the resident or person at the person's place of  
192 residence.

193 (2) The notice required by Subsection (1) shall set forth:

194 (a) the cause for the notice and, if the cause is one which can be cured, the time within  
195 which the resident or person has to cure; and

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

198 (i) In the event of failure to abide by a mobile home park rule, the notice shall provide  
199 for a cure period as provided in Subsections 57-16-5(1)(a) and (2), except in the case of  
200 repeated violations and, shall state that if a cure is not timely effected, or a written agreement  
201 made between the mobile home park and the resident allowing for a variation in the rule or  
202 cure period, eviction proceedings may be initiated immediately.

203 (ii) If a resident, a member, or invited guest or visitor of the resident's household  
204 commits repeated violations of a rule, a summons and complaint may be issued three days after  
205 a notice is served.

206 (iii) If a resident, a member, or invited guest or visitor of the resident's household  
207 behaves in a manner that threatens or substantially endangers the well-being, security, safety, or  
208 health of other persons in the park or threatens or damages property in the park, eviction  
209 proceedings may commence immediately.

210 (iv) If a resident does not pay rent, fees, or service charges, the notice shall provide a  
211 [~~five-day~~] 30-day cure period and, that if cure is not timely effected, or a written agreement  
212 made between the mobile home park and the resident allowing for a variation in the rule or  
213 cure period, eviction proceedings may be initiated immediately.

214 (v) If a lease is terminated because of a planned change in land use or condemnation of  
215 the park or a portion of the park, the notice required by Section 57-16-18 serves as notice of the  
216 termination of the lease.

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

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

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

228 Section 4. Section 57-16-7 is amended to read:

229 **57-16-7. Rules of parks.**

230 (1) (a) (i) [~~A~~] Subject to Subsection (1)(a)(ii), a mobile home park may [promulgate]  
231 make rules related to the health, safety, and appropriate conduct of residents and to the  
232 maintenance and upkeep of [such] the mobile home park. [~~No change in rule that is~~  
233 unconscionable is valid.]

234 (ii) A mobile home park may not make a rule that is:

235 (A) unfair;

236 (B) unreasonable; or

237 (C) unconscionable.

238 (b) (i) No new or amended rule shall take effect, nor provide the basis for an eviction  
239 notice, until the expiration of at least:

240 (A) 120 days after its promulgation if it is a rule that requires a resident to make  
241 exterior, physical improvements to the resident's mobile home or mobile home space and to  
242 incur expenses greater than \$2,000 in order to comply with the rule;

243 (B) 90 days after its promulgation if it is a rule that requires a resident to make exterior,  
244 physical improvements to the resident's mobile home or mobile home space and to incur



245 expenses greater than \$250 up to \$2,000 in order to comply with the rule; or

246 (C) 60 days after its promulgation if it is a rule that requires a resident to make exterior,  
247 physical improvements to the resident's mobile home or mobile home space and to incur  
248 expenses of \$250 or less in order to comply with the rule.

249 (ii) Each resident, as a condition precedent to a rule under this Subsection (1)(b)  
250 becoming effective, shall be provided with a copy of each new or amended rule that does not  
251 appear in the resident's lease agreement promptly upon promulgation of the rule.

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

255 (c) Within 30 days after the mobile home park proposes amendments to the mobile  
256 home park rules, the mobile home park shall schedule at least one meeting for the purpose of  
257 discussing the proposed rule amendments with residents and shall provide at least 10 days  
258 advance written notice of the date, time, location, and purposes of the meeting to all residents.

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

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

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

272 Section 5. Section **57-16-7.5** is amended to read:

273 **57-16-7.5. Payment of rent required after notice -- Summary judgment.**

274 (1) (a) Any resident shall continue to pay the mobile home park all rent required by the  
275 lease after having been served with any notice pursuant to this chapter, except a notice for

276 nonpayment of rent.

277 (b) In cases not involving payment of rent, the mobile home park may accept rent  
278 without waiving any rights under this chapter.

279 (2) If the resident fails to pay rent within the 30-day cure period, the mobile home park  
280 shall be entitled to summary judgment for:

281 (a) the rent owed;

282 (b) termination of the lease; and

283 (c) restitution of the premises.

284 (3) The summary judgment as provided in Subsection (2) shall be granted even if a  
285 [~~five-day~~] 30-day notice to pay or quit was not served, so long as another appropriate notice  
286 under this chapter has been served.

287 Section 6. Section **57-16-19** is enacted to read:

288 **57-16-19. Violation of chapter by a mobile home park -- Remedies for a resident**  
289 **or resident association.**

290 (1) A mobile home park that fails to comply with any requirement of this chapter is  
291 liable to a resident or a resident association for:

292 (a) the greater of:

293 (i) actual damages sustained by the resident or resident association; and

294 (ii) an amount equal to:

295 (A) for an action by a resident, two times the resident's rent for one month;

296 (B) for a class action by a class of residents, each resident's rent for one month; or

297 (C) for an action by a resident association, \$5,000; and

298 (b) the resident or resident association's reasonable attorney fees and costs.

299 (2) A court in an action described in Subsection (1) may:

300 (a) order temporary or permanent injunctive relief; or

301 (b) order other equitable relief in order to protect residents of the mobile home park in  
302 accordance with the residents' rights under this chapter.

303 (3) A court in an action described in Subsection (1) may award a resident or resident  
304 association, in addition to any actual damages, punitive damages in an amount equal to three  
305 times the amount of the court's award of actual damages if the court determines:

306 (a) that a mobile home park's violation of this chapter is willful or reckless; or

307           (b) the mobile home park did not attempt to resolve in good faith the dispute from  
308 which the action arose.

309           (4) The remedies available to a resident or resident association under this section are in  
310 addition to any remedies available to the resident or resident association under common law or  
311 under any other provision of this code.

312           (5) A court may award a mobile home park reasonable attorney fees and costs if the  
313 court determines that an action brought by a resident or resident association against the mobile  
314 home park owner is:

315           (a) brought in bad faith for the purpose of harassment; and

316           (b) groundless.

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**Legislative Review Note**  
**Office of Legislative Research and General Counsel**