

Mobile Homeowner Rights



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Why are we here?

- Educate mobile homeowners about their rights in mobile home parks
- Important for homeowners to understand the relationship between park owners, mobile homeowners, and residents of the mobile home park
 - Less confusion = less conflict



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What to expect from this presentation:

Discussion of homeowner rights including...

- Rights before a park owner can raise rent
- Rights related to eviction
- Mobile home sales
- Services that must be provided by park owners
- Rules a park owner can and cannot make you follow
- What happens when a mobile home park is sold, changes use, or closes
- Resources for assisting with issues between park owners and homeowners

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Definitions

Mobile home park

- Parcel of land that accommodates five or more mobile homes where the landlord has a rental agreement with the tenants and receives payments

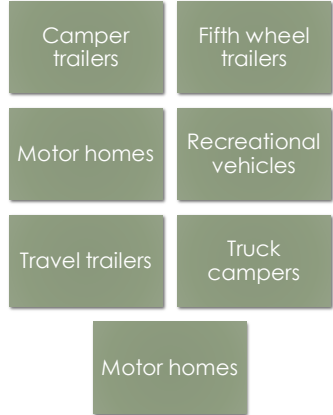
Mobile home

- Single-family dwelling
- Built on permanent base (chassis)
- Designed for long-term residential occupancy
- Contains electrical, plumbing, and sanitary facilities
- Designed for permanent/semi-permanent use with no foundation



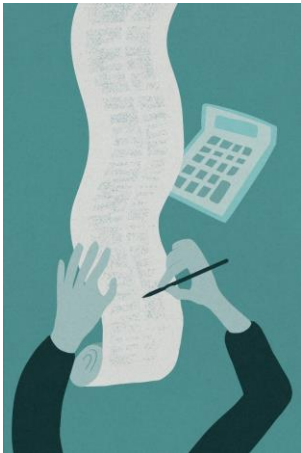
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Legally, what isn't a mobile home?



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What can a mobile home park charge me for?



- Rent
- Security deposit, but it may not:
 - Be greater than one month's rent
 - Be greater than two month's rent for multi-wide units
- Fees charged by counties, towns, or cities
- Utilities
- Incidental charges for services *actually performed* by the mobile home park owner and agreed to in writing by the homeowner
- Late fees
- Membership fees to join a cooperative



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Rental Agreements

A written lease or rental agreement is *required* before a tenancy or other lease, or rental occupancy of a space begins

- Establish the terms and conditions of tenancy
- Notices of reasonable rules and regulations made by park management

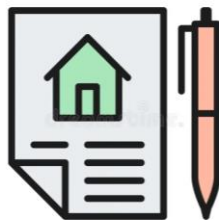


If you don't have a lease, you might still have rights

- Someone who has been paying a monthly rent may have a lease by implication

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Required Information in a Rental Agreement



Your rental agreement must state:

- The duration of your lease
- The cost of rent
- When rent is due
- When a late fee will be charged for unpaid rent
- Park rules and regulations
- The name and mailing address of landlord
- All charges to the homeowner other than rent, including late fees

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A Rental Agreement Cannot:

Waive homeowner's rights

Require homeowner to agree to a possessory lien (in which a creditor can possess a homeowner's property until debt is paid off)

Require a homeowner to waive the opportunity to purchase the park

Deny tenants the opportunity to go to court

Require a homeowner to sign a new lease or agreement or mislead homeowners to think they need to sign a new lease

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Rent Increases



- Landlords are required to give 60 day written notice before a rent increase
- Notice must include the amount, effective date of the increase, and the name, address, and telephone number of park management (if not already provided)
- Management cannot increase rent more than one time in any twelve-month period of consecutive occupancy by the tenant
- All homeowners must be treated the same

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Current Active Registration

A park cannot increase rent if they do not have a current active registration, have unpaid penalties owed to the division of housing, or have not complied with any final agency order issued by the division of housing

Home owners can check for these issues with the Park Search tool:

<https://socgov17-site.secure.force.com/ParkSearch/>

Unregistered parks will not show up in the search

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Late Fees

Late fees cannot be charged until a rent payment is late by at least 10 calendar days

- Late fees are limited to either \$50 or 5% of the past due rent payment
 - Determined by the rental agreement
- Late fees cannot be required unless disclosed in the rental agreement



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What can you do with your mobile home?

When approved to be a mobile home park resident, you are entitled to:

- Change the appearance of your home
- Control who visits the home
- Control what activities are done in the mobile home

All of the above must be lawful

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Enforceable Rules

Management shall adopt written rules and regulations. Those rules and regulations are enforceable *only if*:

- They promote safety in the park, make sure tenants aren't abusive towards each other, and fairly distribute shared services (such as parking)
- They relate to their purpose
- They do not discriminate, target someone who has made a complaint, and are not pointless



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Enforceable Rules, Pt. 2

- The rules must notify you of what the specific standard is and how to fulfill the requirements
- The rule must be established in your rental agreement at the beginning of your lease and cannot be amended unless in writing

A written copy of the rules must be given to homeowners in English and Spanish



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Modification of the Rules

Presumed Unreasonable

If:

- There is a cost, restriction, or a requirement on the homeowner's right to control what happens in or to their mobile home...
 - Appearance of the home
 - Who visits the home
 - Activities in the home
- ... if the resident was previously approved and the activities are lawful



Mobile Home Rebuttal:

- Mobile home park owner has burden of proof
- Park can show the rule is strictly necessary to protect the health and safety of park residents at the lowest expense
- Park can show the rule is strictly necessary to comply with or enforce a government requirement
- The rule is voluntarily agreed to by the homeowner without coercion or misrepresentation

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Modification: Voluntary Agreement

There is no benefit and could be significant detriment to voluntarily agreeing to rule modifications



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Excluded from Rules and Regulation Modification:

Rules Concerning Recreational Facilities



- Rules and regulations that concern recreational facilities can be amended (reasonably) when the landlord decides to do so



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Complaints about New Rules and Regulations

Homeowners can file a complaint pursuant to CRS 38-12-1105.

- Must be filed within 60 days after receiving notice
- While the complaint is being investigated, the mobile home park cannot enforce the rule
- Management has the burden of establishing that the rule satisfies requirement



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Violation and Remedy

When violating one of the park rules contributes to a reason for eviction...

Homeowner has 90 days to comply or to sell or remove the mobile home from the premises

Payment of rent during the 90-day cure period DOES NOT act as a waiver

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Eviction – Reasons for Termination

Under 38-12-203(1), management may terminate a tenancy only for one or more of the following reasons:

- Nonpayment of lot rent
- The condition of your home violates local ordinances
- You don't comply with valid rules and regulations
- The mobile home park is condemned or changes use
- The mobile home park tricks or misleads you into signing a rental agreement

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Reasons for Termination, Pt. 2

- If an action occurs on the property and was caused a homeowner or person given permission to be on the property and :
 - Endangers the life of people in or related to the park
 - Intentionally or recklessly damages property in the park
 - Harms or threatens people in the park and is a felony
 - Is a class 1 public nuisance

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- Failure to sign a new lease
- Failure to pay utilities – legal processes should be used other than eviction except for services provided by the rental agreement
- Failure to comply with unreasonable rules and regulations
- Repeat violations *unless* there is a new demand and a failure to timely cure
- To make space available for another mobile home or trailer

Reasons for Eviction do NOT Include...



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Protections from Abuse

Homeowners and tenants are entitled to protection from abuse or disregard of state or local law by the landlord

Abuses include:

- Threats (oral or verbal)
- Misleading owners to sign a new agreement
- Depriving owners of their property without due process of law



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False Threats of Eviction



- A landlord cannot make oral or written statements threatening eviction for violation or action that is not grounds for terminating a tenancy
- Homeowners can file a complaint or civil actions for violations
- Landlords who violate these rules may have to pay "damages" and attorneys fees to a homeowner.

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Defenses to Eviction



- The violation did not occur
- You cured the violation in the right amount of time
 - 90 days for rule violation
 - 10 days for nonpayment of rent
- The landlord did not follow the right process
 - You did not get a notice to quit
 - The notice to quit was defective
 - You did not get an opportunity to cure

If an eviction case is filed, you need to file an answer and appear in court on the date stated on the summons. If you do not, the court will rule against you. If you have any claims against the landlord, you will want to discuss them in your answer.

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If Evicted:

- After the court issues a writ of restitution, homeowners have at least 30 days but no more than 60 days to remove their mobile home – the mobile home can be sold during this period but needs to be removed from the park
- Additional time (past 30 days but before 60) requires payment of pro rata rent
- If the mobile home is not removed, the sheriff will supervise removal or take possession and the client is locked out of the home
- Home owners are responsible to prevent freezing or wind or weather damage
- The mobile home park and sheriff are responsible for gross negligence or willful or wanton disregard of the home after evicted
- Removal and storage charges and costs can be paid by any party in interest but ultimately go to whoever claims the mobile home

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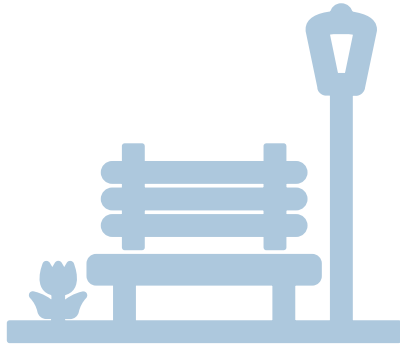
- Selling and transfer fees are prohibited
- The park can charge buyers a rental application fee
- For sale signs are permitted on mobile homes
- Parks cannot require that prospective home owners purchase homes from a particular seller or give preference to those who purchased from a particular seller
- All people should be treated equally in renting or leasing spaces

Selling a Mobile Home



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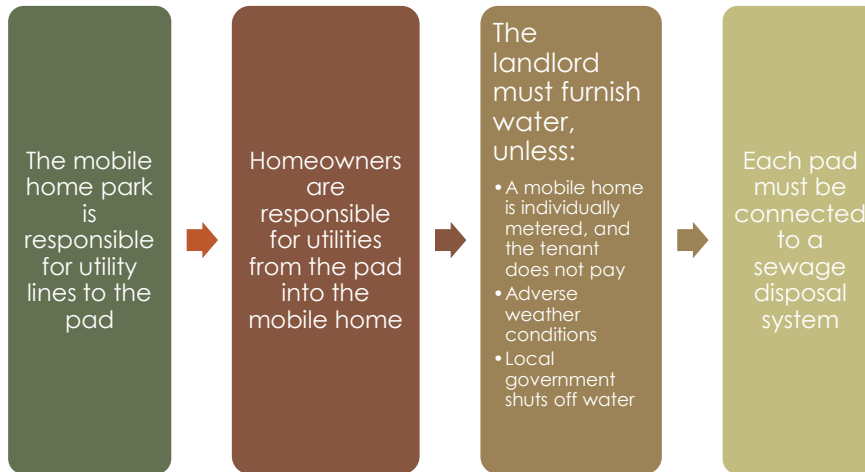
Mobile Home Buyer Must Meet Park Acceptance Standards



Although a homeowner can sell to whoever they want, the person buying the home must be approved by the mobile home park if living in the park



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Landlord Must Maintain:

- Community buildings owned by the landlord such as carports and sheds
- Common areas
- Roads and pavement owned by the landlord, including snow removal, drainage, and pavement above water lines
- Lot grades
- Trees

A tenant cannot be made responsible for the items listed above to live in the park

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Failure to Repair

If a mobile home park owner fails to make repairs, they are liable to the homeowner for any damages to the mobile home because of their failure to make repairs

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Management shall respect the privacy of homeowners. Except as otherwise provided by law, the management has no right of entry to a mobile home.

There are exceptions:

- When written consent is provided (which can be revoked)
- *Emergency*
- When the mobile home has been abandoned.

Except when entering to post notices, management shall make a reasonable effort to notify the resident of the management's intention to enter the mobile home space at least 48 hours in advance.

Privacy

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Right to Establish a Home Owners Association

Homeowners have the right to form a home owners association

The association cannot meet in the streets of the mobile home park – must find a non-disruptive meeting place



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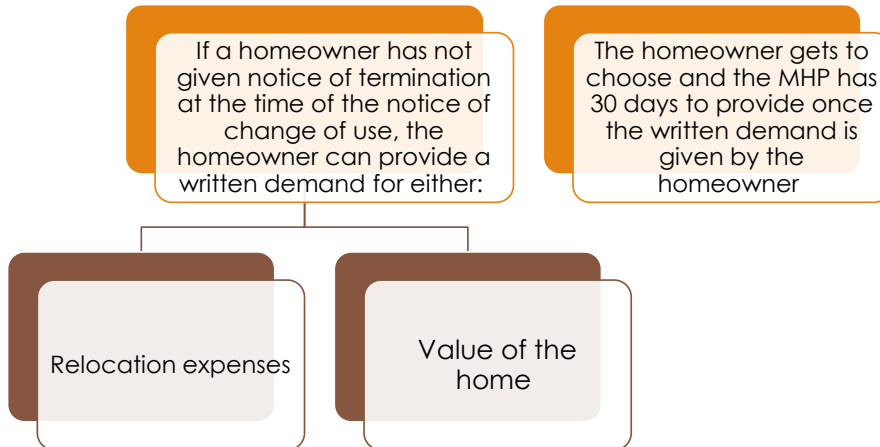


Sale, Change of Use, or Closing of Park

- Beginning after 90 days, tenants are given 120 days after notice of sale of the mobile home park to submit a purchase agreement
 - Exceptions: if the park is sold to a family member or park partners/LLC
- If the park is changing use, tenants get 1 year of notice

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Remedies for Homeowners if Park Changes Use



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Report Problems To: Mobile Home Park Act Dispute Resolution and Enforcement Program



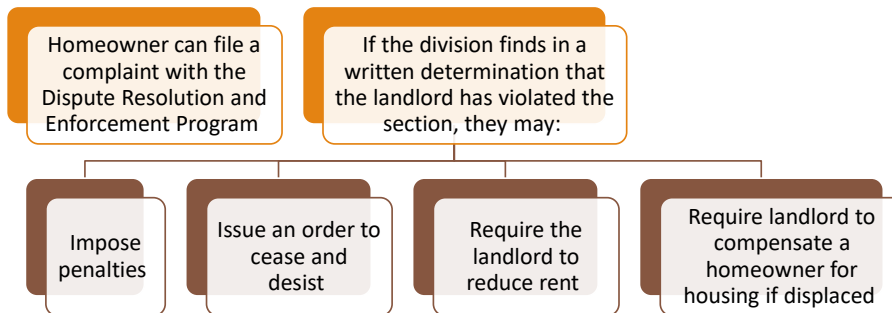
<https://cdola.colorado.gov/mobile-home-park-oversight>

What do they do:

- Conduct outreach and education on mobile home park laws
- Register all mobile home parks annually
- Receive and investigate complaints
- Facilitate dispute resolution between mobile homeowners and mobile home park landlords
- Determine whether violations of the law have occurred and taking enforcement actions
- Engage in public rulemaking to clarify the law

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Dispute Resolution and Enforcement Program



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Retaliation by the Mobile Home Park

- Retaliation of the mobile home park against homeowners who exercise their rights under the Mobile Home Park Act is illegal
- Retaliation includes:
 - Mandatory fees, billing for new services, or increasing rent
 - Issuing unlawful warnings, citations, or fines
 - Serving notices or threatening eviction when the notices or threats are not reasonably justified
 - Creating or modifying rules and regulations in a way that is not reasonably related to a legitimate purpose
 - Selectively enforcing rules
 - Management visits that are selective, nonuniform, or excessive
 - Altering or refusing to renew a rental agreement
 - Surveilling a homeowner
 - Reporting or publicizing damaging information about a homeowner

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Prohibited Retaliation

Management shall not take retaliatory action against a homeowner or resident who exercises any right

Management's action is presumed **retaliatory** if, within 120 days preceding the management's action, the homeowner:

- Complained/submitted a complaint
- Made an effort to ensure their rights are followed under the MHPA

It is **not retaliatory** for the park to address:

- Non-payment of lot rent
- Illegal drug labs

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THANK YOU FOR
COMING!!!

