

**Second Regular Session
Seventy-second General Assembly
STATE OF COLORADO**

PREAMENDED

*This Unofficial Version Includes Committee
Amendments Not Yet Adopted on Second Reading*

LLS NO. 20-0603.01 Richard Sweetman x4333

HOUSE BILL 20-1196

HOUSE SPONSORSHIP

Hooton and McCluskie,

SENATE SPONSORSHIP

Fenberg and Lee,

House Committees

Transportation & Local Government
Appropriations

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING UPDATES TO THE LAWS GOVERNING MOBILE HOME**
102 **PARKS.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

Section 1 of the bill defines new terms for the purposes of the "Mobile Home Park Act" (Act) and the "Mobile Home Park Act Dispute Resolution and Enforcement Program" (program). Section 1 also relocates, with amendments, the definition of "entry fee" to the Act's definitions section.

Section 2 clarifies provisions relating to notices that the

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.

management of a mobile home park (management) is required to provide to home owners of the mobile home park (home owners) when the management intends to terminate a home owner's tenancy in the mobile home park (park).

Section 3 restates, with amendments, the permissible reasons for which the management may terminate a home owner's tenancy and the notice requirements associated with a termination.

Section 4 states that a notice to quit tenancy and a notice of nonpayment of rent must include language notifying a home owner of the home owner's right to file a complaint through the program.

Section 5 replaces a gender-specific pronoun with gender-neutral language and relocates, with amendments, certain existing language concerning the administration of security deposits by landlords.

Section 6 repeals the definition of "entry fee" from its current location in statute.

Sections 7, 8, and 9 replace gender-specific pronouns with gender-neutral language.

Section 10 clarifies management's duties concerning maintenance and repair of a park; creates new duties relating to the maintenance and repair of water lines, sewage, and other utilities; and replaces a gender-specific pronoun with gender-neutral language.

Section 11 requires management to annually provide certain information concerning water usage and billing to home owners and to post the information in a clearly visible location in at least one common area of the park. The management must provide each home owner a monthly water bill showing the amount owed by the home owner, the total amount owed by all the home owners in the park, the methodologies used to determine the amount billed to each home owner, and, if the management purchases the water from a provider, the total amount paid by the management to the provider.

Section 11 also prohibits management from taking retaliatory action against a home owner who exercises any right conferred upon the home owner by law. The bill states that certain actions by management are presumed to be retaliatory and that management may rebut a presumption of retaliation with sufficient evidence of a nonretaliatory purpose.

Section 12 relocates existing language prohibiting a rental agreement from including certain provisions and adds new prohibited provisions.

Section 13 adds provisions and relocates, with amendments, existing provisions concerning the amending of park rules and regulations. The bill states that management may add or amend rules and regulations only after acquiring the consent of each home owner or after providing written notice of the amendment to each home owner at least 60 days before the amendment becomes effective. A home owner may file

a complaint challenging a rule, regulation, or amendment pursuant to the program within 60 days after receiving the notice. If a home owner files a complaint, management shall not enforce the rule, regulation, or amendment unless the dispute resolution process concludes with a written determination that the rule, regulation, or amendment may be enforced.

Section 14 requires management to respect the privacy of home owners. The management has a right of entry to the land upon which a mobile home is situated for the maintenance of utilities and to ensure compliance with applicable codes, statutes, ordinances, administrative rules, rental agreements, and the rules of the community. A landlord shall not make entry in a manner that interferes with a home owner's peaceful enjoyment of the land except in the case of an emergency. The management shall make a reasonable effort to notify a home owner of management's intention to make entry at least 48 hours before making entry.

Sections 15 to 21 make conforming amendments.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **repeal and reenact,**
3 **with amendments,** 38-12-201.5 as follows:

4 **38-12-201.5. Definitions.** AS USED IN THIS PART 2 AND PART 11 OF
5 THIS ARTICLE 12, UNLESS THE CONTEXT OTHERWISE REQUIRES:

6 (1) "ENTRY FEE" MEANS ANY FEE PAID TO OR RECEIVED FROM AN
7 OWNER OF A MOBILE HOME PARK OR AN AGENT THEREOF EXCEPT FOR:

8 (a) RENT;

9 (b) A SECURITY DEPOSIT TO PAY FOR ACTUAL DAMAGES TO THE
10 PREMISES OR TO SECURE RENTAL PAYMENTS;

11 (c) FEES CHARGED BY ANY GOVERNMENTAL AGENCY OF THE
12 STATE, A COUNTY, A TOWN, OR A CITY;

13 (d) UTILITIES; AND

14 (e) INCIDENTAL REASONABLE CHARGES FOR SERVICES ACTUALLY
15 PERFORMED BY THE MOBILE HOME PARK OWNER OR THE HOME OWNER'S
16 AGENT AND AGREED TO IN WRITING BY THE HOME OWNER.

1 (2) "HOME OWNER" MEANS ANY PERSON OR FAMILY OF A PERSON
2 WHO OWNS A MOBILE HOME THAT IS SUBJECT TO A TENANCY IN A MOBILE
3 HOME PARK UNDER A RENTAL AGREEMENT.

4 (3) "MANAGEMENT" OR "LANDLORD" MEANS THE OWNER OR
5 PERSON RESPONSIBLE FOR OPERATING AND MANAGING A MOBILE HOME
6 PARK OR AN AGENT, EMPLOYEE, OR REPRESENTATIVE AUTHORIZED TO ACT
7 ON THE MANAGEMENT'S BEHALF IN CONNECTION WITH MATTERS RELATING
8 TO TENANCY IN THE PARK.

9 (4) "MANAGEMENT VISIT" MEANS AN ENTRY BY MANAGEMENT ON
10 A MOBILE HOME LOT.

11 (5) "MOBILE HOME" MEANS:

12 (a) A SINGLE-FAMILY DWELLING THAT IS BUILT ON A PERMANENT
13 CHASSIS; IS DESIGNED FOR LONG-TERM RESIDENTIAL OCCUPANCY;
14 CONTAINS COMPLETE ELECTRICAL, PLUMBING, AND SANITARY FACILITIES;
15 IS DESIGNED TO BE INSTALLED IN A PERMANENT OR SEMIPERMANENT
16 MANNER WITH OR WITHOUT A PERMANENT FOUNDATION; AND IS CAPABLE
17 OF BEING DRAWN OVER PUBLIC HIGHWAYS AS A UNIT OR IN SECTIONS BY
18 SPECIAL PERMIT; OR

19 (b) A MANUFACTURED HOME, AS DEFINED IN SECTION 38-29-102
20 (6), IF THE MANUFACTURED HOME IS SITUATED IN A MOBILE HOME PARK.

21 (6) "MOBILE HOME PARK" OR "PARK" MEANS A PARCEL OF LAND
22 USED FOR THE CONTINUOUS ACCOMMODATION OF FIVE OR MORE OCCUPIED
23 MOBILE HOMES AND OPERATED FOR THE PECUNIARY BENEFIT OF THE
24 OWNER OF THE PARCEL OF LAND OR THE OWNER'S AGENTS, LESSEES, OR
25 ASSIGNEES. "MOBILE HOME PARK" DOES NOT INCLUDE MOBILE HOME
26 SUBDIVISIONS OR PROPERTY ZONED FOR MANUFACTURED HOME
27 SUBDIVISIONS.

1 (7) "MOBILE HOME SPACE", "SPACE", "MOBILE HOME LOT", OR
2 "LOT" MEANS A PARCEL OF LAND WITHIN A MOBILE HOME PARK
3 DESIGNATED BY THE MANAGEMENT TO ACCOMMODATE ONE MOBILE HOME
4 AND ITS ACCESSORY BUILDINGS AND TO WHICH THE REQUIRED SEWER AND
5 UTILITY CONNECTIONS ARE PROVIDED BY THE PARK.

6 (8) "PREMISES" MEANS A MOBILE HOME PARK AND EXISTING
7 FACILITIES AND APPURTENANCES OF THE PARK, INCLUDING FURNITURE
8 AND UTILITIES WHERE APPLICABLE, AND GROUNDS, AREAS, AND EXISTING
9 FACILITIES HELD OUT FOR THE USE OF HOME OWNERS GENERALLY OR THE
10 USE OF WHICH IS PROMISED TO HOME OWNERS.

11 (9) "RENT" MEANS ANY MONEY OR OTHER CONSIDERATION TO BE
12 PAID TO THE MANAGEMENT FOR THE RIGHT OF USE, POSSESSION, AND
13 OCCUPATION OF THE PREMISES.

14 (10) "RENTAL AGREEMENT" MEANS AN AGREEMENT, WRITTEN OR
15 IMPLIED BY LAW, BETWEEN THE MANAGEMENT AND A HOME OWNER
16 ESTABLISHING THE TERMS AND CONDITIONS OF A TENANCY, INCLUDING
17 REASONABLE RULES AND REGULATIONS PROMULGATED BY THE PARK
18 MANAGEMENT. A LEASE IS A RENTAL AGREEMENT.

19 (11) "RESIDENT" MEANS AN INDIVIDUAL WHO RESIDES IN A MOBILE
20 HOME THAT IS LOCATED IN A MOBILE HOME PARK, REGARDLESS OF
21 WHETHER THE INDIVIDUAL IS THE HOME OWNER.

22 (12) "RETALIATORY ACTION" INCLUDES:

23 (a) INCREASING RENT OR DECREASING SERVICES IN A SELECTIVE,
24 NONUNIFORM, OR EXCESSIVE MANNER;

25 (b) ISSUING MANDATORY FEES IN A SELECTIVE, NONUNIFORM, OR
26 EXCESSIVE MANNER;

27 (c) ISSUING WARNINGS, CITATIONS, OR FINES THAT ARE NOT

- 1 LAWFUL;
- 2 (d) SERVING NOTICES OR THREATENING EVICTION WHEN THE
- 3 NOTICES OR THREATS ARE NOT REASONABLY JUSTIFIED;
- 4 (e) BILLING A HOME OWNER IN A SELECTIVE, NONUNIFORM, OR
- 5 EXCESSIVE MANNER FOR AN ITEM OR SERVICE FOR WHICH THE HOME
- 6 OWNER HAS NOT PREVIOUSLY BEEN BILLED;
- 7 (f) CREATING OR MODIFYING RULES AND REGULATIONS OF THE
- 8 PARK THAT ARE NOT REASONABLY RELATED TO A LEGITIMATE PURPOSE;
- 9 (g) SELECTIVELY ENFORCING RULES OR REQUIREMENTS OF THE
- 10 PARK;
- 11 (h) CONDUCTING MANAGEMENT VISITS THAT ARE SELECTIVE,
- 12 NONUNIFORM, OR EXCESSIVE;
- 13 (i) ALTERING OR REFUSING TO RENEW AN EXISTING RENTAL
- 14 AGREEMENT;
- 15 (j) SURVEILLING A HOME OWNER WHO SUBMITS AN ORAL OR
- 16 WRITTEN COMPLAINT ABOUT A MOBILE HOME PARK TO THE MANAGEMENT
- 17 OR TO ANY FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY; OR
- 18 (k) REPORTING OR PUBLICIZING DAMAGING INFORMATION ABOUT
- 19 A HOME OWNER WHO SUBMITS AN ORAL OR WRITTEN COMPLAINT ABOUT
- 20 A MOBILE HOME PARK TO THE MANAGEMENT OR TO ANY FEDERAL, STATE,
- 21 OR LOCAL GOVERNMENT AGENCY.
- 22 (13) "TENANCY" MEANS THE RIGHT OF A HOME OWNER TO:
- 23 (a) LOCATE, MAINTAIN, AND OCCUPY A MOBILE HOME, INCLUDING
- 24 ACCESSORY STRUCTURES FOR HUMAN HABITATION, ON A SPACE WITHIN A
- 25 PARK;
- 26 (b) MAKE IMPROVEMENTS TO THE SPACE; AND
- 27 (c) USE THE SERVICES AND FACILITIES OF THE PARK.

1 **SECTION 2.** In Colorado Revised Statutes, 38-12-202, **amend**
2 (1)(c) and (3); **repeal** (2); and **add** (4) as follows:

3 **38-12-202. Tenancy - notice to quit.** (1) (c) (I) Except as
4 otherwise provided in ~~subparagraph (II) of this paragraph (c) the~~
5 ~~SUBSECTIONS (1)(c)(II) AND (3) OF THIS SECTION, THE MANAGEMENT~~
6 ~~SHALL GIVE A home owner shall be given a period of not less than AT~~
7 ~~LEAST sixty days AFTER THE DATE THE NOTICE IS SERVED OR POSTED to~~
8 ~~SELL THE MOBILE HOME OR remove any mobile home IT from the~~
9 ~~premises. from the date the notice is served or posted. In those situations~~
10 ~~where a mobile home is being leased to, or occupied by, persons other~~
11 ~~than its owner and in a manner contrary to the rules and regulations of the~~
12 ~~landlord, then in that event, the tenancy may be terminated by the~~
13 ~~landlord upon giving a thirty-day notice rather than said sixty-day notice.~~

14 (II) If ~~the~~ MANAGEMENT TERMINATES A tenancy is terminated on
15 grounds ~~specified~~ DESCRIBED in section 38-12-203 (1)(f), THE
16 MANAGEMENT SHALL GIVE the home owner ~~shall be given a period of not~~
17 ~~less than~~ AT LEAST ten days AFTER THE DATE THE NOTICE IS SERVED OR
18 POSTED to SELL THE MOBILE HOME OR remove ~~any mobile home~~ IT from
19 the premises. ~~from the date the notice is served or posted.~~

20 (2) ~~No lease shall contain any provision by which the home owner~~
21 ~~waives his or her rights under this part 2, and any such waiver shall be~~
22 ~~deemed contrary to public policy and shall be unenforceable and void. In~~
23 ~~those situations where a mobile home is being leased to, or occupied by,~~
24 ~~persons other than its owner and in a manner contrary to the rules and~~
25 ~~regulations of the landlord, then, in that event, the tenancy may be~~
26 ~~terminated by the landlord upon giving a thirty-day notice rather than said~~
27 ~~sixty-day notice.~~

1 (3) IN ANY NOTICE PROVIDED BY THE MANAGEMENT AS REQUIRED
2 BY THIS SECTION, ~~the landlord or management of a mobile home park~~
3 shall specify ~~in the notice required by this section,~~ the reason for the
4 termination, as described in section 38-12-203, of ~~any~~ THE tenancy ~~in~~
5 ~~such mobile home park~~ THAT IS THE SUBJECT OF THE NOTICE. If the
6 MANAGEMENT IS TERMINATING THE tenancy ~~is being terminated based on~~
7 BECAUSE the mobile home or mobile home lot ~~being~~ IS OUT OF
8 COMPLIANCE WITH LOCAL ORDINANCES OR STATE LAWS OR RULES
9 RELATING TO MOBILE HOMES AND MOBILE HOME LOTS, AS DESCRIBED IN
10 SECTION 38-12-203 (1)(a), OR out of compliance with ~~the~~ WRITTEN rules
11 and regulations ~~adopted pursuant to~~ OF THE MOBILE HOME PARK, AS
12 DESCRIBED IN section 38-12-203 (1)(c), the notice ~~required by this section~~
13 ~~shall~~ MUST include a statement advising the home owner that the home
14 owner has a right to cure the noncompliance within ~~thirty~~ SIXTY days of
15 AFTER the date of service or posting of the notice to quit. ~~The thirty-day~~
16 THIS SIXTY-DAY period ~~to cure any noncompliance set forth in this~~
17 ~~subsection (3) shall run concurrently with~~ RUNS BEFORE the sixty-day
18 period to SELL THE MOBILE HOME OR remove ~~a mobile home~~ IT from the
19 premises as set forth in ~~paragraph (c) of subsection (1) and subsection (2)~~
20 SUBSECTION (1)(c)(I) of this section. Acceptance of rent by ~~the~~ A landlord
21 ~~or management of a mobile home park~~ during the ~~thirty-day~~ THIS
22 SIXTY-DAY right-to-cure period ~~set forth in section 38-12-203 (1)(c) shall~~
23 DOES not constitute a waiver of the landlord's right to terminate the
24 tenancy for any noncompliance ~~set forth~~ DESCRIBED in section 38-12-203
25 ~~(1)(c)~~ (1)(a) OR (1)(c).

26 (4) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION,
27 IN ANY ACTION TO TERMINATE A HOME OWNER'S TENANCY BASED ON A

1 VIOLATION DESCRIBED IN SECTION 38-12-203 (1)(a), THE PERIODS OF TIME
2 SET FORTH IN THIS SECTION TO PROVIDE HOME OWNERS NOTICE OR A RIGHT
3 TO CURE ARE SUPERSEDED BY ANY LOCAL ORDINANCES, STATE LAWS OR
4 RULES, OR COURT ORDERS THAT REQUIRE A HOME OWNER'S COMPLIANCE
5 WITHIN A SHORTER TIME PERIOD.

6 **SECTION 3.** In Colorado Revised Statutes, 38-12-203, **amend**
7 (1) introductory portion, (1)(a), (1)(c), (1)(d)(II), (1)(e), (1)(f)(III), and
8 (1)(f)(IV); and **repeal** (1)(b) as follows:

9 **38-12-203. Reasons for termination.** (1) THE MANAGEMENT OF
10 A MOBILE HOME PARK MAY TERMINATE a tenancy ~~shall be terminated~~
11 ~~pursuant to this part 2~~ only for one or more of the following reasons:

12 (a) EXCEPT IN THE CASE OF A HOME OWNER WHO CURES A
13 NONCOMPLIANCE AS DESCRIBED IN SECTION 38-12-202 (3), failure of the
14 home owner to comply with local ordinances and state laws and
15 ~~regulations~~ RULES relating to mobile homes and mobile home lots;

16 (b) ~~Conduct of the home owner, on the mobile home park~~
17 ~~premises, which constitutes an annoyance to other home owners or~~
18 ~~interference with park management;~~

19 (c) EXCEPT IN THE CASE OF A HOME OWNER WHO CURES A
20 NONCOMPLIANCE AS DESCRIBED IN SECTION 38-12-202 (3), failure of the
21 home owner to comply with written rules and regulations of the mobile
22 home park ~~either~~ THAT ARE ENFORCEABLE PURSUANT TO SECTION
23 38-12-214 (1), ARE NECESSARY TO PROTECT THE SAFETY OF RESIDENTS OF
24 THE PARK, AND WERE:

25 (I) Established by the management in the rental agreement at the
26 inception of the tenancy;

27 (II) Amended ~~subsequently thereto~~ AFTER THE INCEPTION OF THE

1 TENANCY with the consent of the home owner; or

2 (III) Amended ~~subsequently thereto~~ AFTER THE INCEPTION OF THE
3 TENANCY without the consent of the home owner ~~on~~ AFTER PROVIDING
4 sixty days' PRIOR written notice ~~if the amended rules and regulations are~~
5 ~~reasonable; except that the home owner shall have thirty days from the~~
6 ~~date of service or posting of the notice to quit set forth in section~~
7 ~~38-12-202 (3) to cure any noncompliance on the mobile home or mobile~~
8 ~~home lot before an action for termination may be commenced, except if~~
9 ~~local ordinances, state laws and regulations, park rules and regulations,~~
10 ~~or emergency, health, or safety situations require immediate compliance.~~
11 ~~If a home owner was in violation or noncompliance pursuant to this~~
12 ~~paragraph (c) and was given notice and a right to cure such~~
13 ~~noncompliance and within a twelve-month period from the date of service~~
14 ~~of the notice is in noncompliance of the same rule or regulation and is~~
15 ~~given notice of the second noncompliance, there shall be no right to cure~~
16 ~~the second noncompliance. Regulations applicable to recreational~~
17 ~~facilities may be amended at the reasonable discretion of the~~
18 ~~management. For purposes of this paragraph (c), when the mobile home~~
19 ~~is owned by a person other than the owner of the mobile home park, the~~
20 ~~mobile home is a separate unit of ownership, and regulations that are~~
21 ~~adopted subsequent to the unit location in the park without the consent of~~
22 ~~the home owner and that place restrictions or requirements on that~~
23 ~~separate unit are prima facie unreasonable. Nothing in this paragraph (c)~~
24 ~~shall prohibit a mobile home park owner from requiring compliance with~~
25 ~~current park unit regulations at the time of sale or transfer of the mobile~~
26 ~~home to a new owner. Transfer under this paragraph (c) shall not include~~
27 ~~transfer to a co-owner pursuant to death or divorce or to a new co-owner~~

1 ~~pursuant to marriage~~ TO THE HOME OWNER.

2 (d) (II) ~~In those cases where the~~ IF A landlord ~~desires~~ WANTS to
3 change the use of ~~the~~ A mobile home park, and ~~where such~~ THE CHANGE
4 OF USE HAS BEEN APPROVED BY THE LOCAL OR STATE AUTHORITY OR DOES
5 NOT REQUIRE APPROVAL, AND THE change of use would result in THE
6 eviction of inhabited mobile homes, the landlord shall ~~first~~ give the owner
7 of each mobile home THAT IS subject to ~~such~~ THE eviction a written notice
8 of the landlord's intent to evict not less than ~~six~~ TWELVE months ~~prior to~~
9 ~~such~~ BEFORE THE change of use of the land, WHICH notice ~~to~~ MUST be
10 mailed to each home owner.

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

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

16 (III) Occurs on the mobile home park premises, MATERIALLY
17 ~~HARMS OR THREATENS REAL OR PERSONAL PROPERTY OR THE HEALTH,~~
18 ~~SAFETY, OR WELFARE OF ONE OR MORE INDIVIDUALS OR ANIMALS,~~
19 ~~INCLUDING PET ANIMALS, AS DEFINED IN SECTION 35-80-102 (10), and~~
20 ~~constitutes a felony prohibited under article 3, 4, 6, 7, 9, 10, 12, or 18 of~~
21 ~~title 18; C.R.S.; or~~

22 (IV) ~~Is~~ WAS the basis for a ~~pending~~ AN action ~~to declare~~ THAT
23 DECLARED the mobile home or any of its contents a class 1 public
24 nuisance under section 16-13-303. ~~C.R.S.~~

25 **SECTION 4.** In Colorado Revised Statutes, 38-12-204.3, **amend**
26 (2) as follows:

27 **38-12-204.3. Notice required for termination.** (2) The notice

1 required under this section must be in at least ten-point type and must
2 read as follows:

3 **IMPORTANT NOTICE TO THE HOME OWNER:**

4 This notice and the accompanying notice to
5 quit/notice of nonpayment of rent are the first steps in the
6 eviction process. Any dispute you may have regarding the
7 grounds for eviction should be addressed with your
8 landlord or the management of the mobile home park or in
9 the courts if an eviction action is filed. Please be advised
10 that the "Mobile Home Park Act", part 2 of article 12 of
11 title 38, Colorado Revised Statutes, AND THE "MOBILE
12 HOME PARK ACT DISPUTE RESOLUTION AND ENFORCEMENT
13 PROGRAM" CREATED IN SECTION 38-12-1104, COLORADO
14 REVISED STATUTES, may provide you with legal protection.

15 NOTICE TO QUIT: IN ORDER TO TERMINATE A
16 HOME OWNER'S TENANCY, the landlord or management of
17 a mobile home park must serve to a home owner a notice
18 to quit. ~~in order to terminate a home owner's tenancy.~~ The
19 notice must be in writing and must contain certain
20 information, including:

- 21 ! The grounds for the termination of the
22 tenancy;
- 23 ! Whether or not the home owner has a right to
24 cure under the "Mobile Home Park Act"; and
- 25 ! That the home owner has the option of
26 mediation pursuant to section 38-12-216,
27 Colorado Revised Statutes, of the "Mobile

1 Home Park Act" AND THE OPTION OF FILING
2 A COMPLAINT THROUGH THE "MOBILE HOME
3 PARK ACT DISPUTE RESOLUTION AND
4 ENFORCEMENT PROGRAM" CREATED IN
5 SECTION 38-12-1104, COLORADO REVISED
6 STATUTES.

7 NOTICE OF NONPAYMENT OF RENT: IN ORDER
8 TO TERMINATE A HOME OWNER'S TENANCY DUE TO
9 NONPAYMENT OF RENT, the landlord or management of a
10 mobile home park must serve to a home owner a notice of
11 nonpayment of rent. ~~in order to terminate a home owner's~~
12 ~~tenancy.~~ The notice must be in writing and must require
13 that the home owner either make payment of rent ~~and any~~
14 ~~applicable fees due and owing~~ or ~~remove~~ SELL the owner's
15 unit OR REMOVE IT from the premises within a period of not
16 less than ten days after the date the notice is served or
17 posted, for failure to pay rent when due.

18 CURE PERIODS: If the home owner has a right to
19 cure under the "Mobile Home Park Act", the landlord or
20 management of a mobile home park cannot terminate a
21 home owner's tenancy without first providing the home
22 owner with a time period to cure the noncompliance.
23 "Cure" refers to a home owner remedying, fixing, or
24 otherwise correcting the situation or problem that ~~caused~~
25 ~~the tenancy to be terminated~~ MADE THE TENANCY SUBJECT
26 TO TERMINATION pursuant to sections 38-12-202,
27 38-12-203, or 38-12-204, Colorado Revised Statutes.

1 COMMENCEMENT OF LEGAL ACTION TO
2 TERMINATE THE TENANCY: After the last day of the
3 APPLICABLE notice period REQUIRED BY SECTION 38-12-202
4 (1)(c), COLORADO REVISED STATUTES, a legal action may
5 be commenced to take possession of the space leased by
6 the home owner. In order to evict a home owner, the
7 landlord or management of the mobile home park must
8 prove:

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

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

15 ! The reasons for termination of the tenancy
16 are true and valid under the "Mobile Home
17 Park Act".

18 ~~A home owner must appear in court~~ To defend
19 against an eviction action, A HOME OWNER MUST APPEAR IN
20 COURT. If the court rules in favor of the landlord or
21 management of the mobile home park, the home owner has
22 not less than thirty days from the time of the ruling to either
23 remove or sell the mobile home and to vacate the premises.
24 If the home owner wishes to extend such period beyond
25 thirty days but not more than sixty days from the date of the
26 ruling, the home owner shall prepay to the landlord an
27 amount equal to a pro rata share of rent for each day

1 following the expiration of the initial thirty-day period after
2 the court's ruling that the mobile home owner will remain
3 on the premises. All prepayments shall be paid no later than
4 thirty days after the court ruling. This section does not
5 preclude earlier removal by law enforcement officers of a
6 mobile home or one or more mobile home owners or
7 occupants from the mobile home park if a mobile home
8 owner violates article 3, 4, 6, 7, 9, 10, 12, or 18 of title 18
9 or section 16-13-303, COLORADO REVISED STATUTES.

10 **SECTION 5.** In Colorado Revised Statutes, 38-12-207, **amend**
11 (1); and **add** (3) as follows:

12 **38-12-207. Security deposits - legal process.** (1) The owner of
13 a mobile home park or ~~his~~ THE OWNER'S agents may charge a security
14 deposit IN AN AMOUNT not greater than ~~the amount of~~ one month's rent.
15 ~~or two month's rent for multiwide units.~~

16 (3) A SECURITY DEPOSIT REMAINS THE PROPERTY OF THE HOME
17 OWNER, AND A LANDLORD SHALL DEPOSIT EACH SECURITY DEPOSIT INTO
18 A SEPARATE TRUST ACCOUNT TO BE ADMINISTERED BY THE LANDLORD AS
19 A PRIVATE TRUSTEE. FOR THE PURPOSE OF PRESERVING THE CORPUS, THE
20 LANDLORD SHALL NOT COMMINGLE THE TRUST FUNDS WITH OTHER
21 MONEY; HOWEVER, THE LANDLORD MAY KEEP THE INTEREST AND PROFITS
22 EARNED FROM THE CORPUS AS COMPENSATION FOR ADMINISTERING THE
23 TRUST ACCOUNT.

24 **SECTION 6.** In Colorado Revised Statutes, 38-12-209, **amend**
25 (4); and **repeal** (2) as follows:

26 **38-12-209. Entry fees prohibited - security deposit - court**
27 **costs.** (2) ~~As used in this section, "entry fee" means any fee paid to or~~

1 received from an owner of a mobile home park or his agent except for:

2 (a) Rent;

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

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

14 (d) ~~Utilities;~~

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

18 (4) The management or ~~the~~ A resident may bring a civil action for
19 violation of the rental agreement or any provision of this part 2 in the
20 appropriate court of the county in which the park is located. Either party
21 may recover actual damages or the court may in its discretion award such
22 equitable relief as it deems necessary, including the enjoining of either
23 party from further violations.

24 **SECTION 7.** In Colorado Revised Statutes, 38-12-210, **amend**
25 (1) as follows:

26 **38-12-210. Closed parks prohibited.** (1) NEITHER the owner of
27 a mobile home park ~~or his~~ NOR THE OWNER'S agent ~~shall not~~ MAY require

1 as a condition of tenancy in a mobile home park that ~~the~~ A prospective
2 home owner has purchased a mobile home from any particular seller or
3 from any one of a particular group of sellers.

4 **SECTION 8.** In Colorado Revised Statutes, **amend** 38-12-211 as
5 follows:

6 **38-12-211. Selling fees prohibited - "for sale" signs permitted.**

7 (1) NEITHER the owner of a mobile home park ~~or his~~ NOR THE OWNER'S
8 agent ~~shall not~~ MAY require payment of any type of selling fee or transfer
9 fee by either a home owner in the park wishing to sell ~~his~~ THE HOME
10 OWNER'S mobile home to another party or by any party wishing to buy a
11 mobile home from a home owner in the park as a condition of tenancy in
12 a ~~mobile home~~ park for the prospective buyer.

13 (2) (a) This section ~~shall in no way~~ DOES NOT prevent the owner
14 of a mobile home park or ~~his~~ THE OWNER'S agent from applying the
15 normal park standards to prospective buyers before granting or denying
16 tenancy or from charging a reasonable selling fee or transfer fee for
17 services actually performed and agreed to in writing by ~~the~~ A home
18 owner.

19 (b) Nothing in this section shall be construed to affect the rent
20 charged BY A LANDLORD TO A HOME OWNER PURSUANT TO A RENTAL
21 AGREEMENT.

22 (3) The owner of a mobile home ~~shall have the right to~~ MAY place
23 a "for sale" sign on or in ~~his~~ THE OWNER'S mobile home. The size,
24 placement, and character of ~~such signs shall be~~ THE SIGN IS subject to
25 reasonable rules and regulations of the mobile home park.

26 **SECTION 9.** In Colorado Revised Statutes, **amend** 38-12-212 as
27 follows:

1 **38-12-212. Certain types of landlord-seller agreements**
2 **prohibited.** A seller of mobile homes shall not pay or offer cash or other
3 consideration to the owner of a mobile home park or ~~his~~ THE PARK
4 OWNER'S agent for the purpose of reserving spaces or otherwise inducing
5 acceptance of one or more mobile homes in a mobile home park.

6 **SECTION 10.** In Colorado Revised Statutes, **amend** 38-12-212.3
7 as follows:

8 **38-12-212.3. Responsibilities of landlord - acts prohibited.**

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

11 (I) ~~Any sewer lines, water lines, utility service lines, or related~~
12 ~~connections owned and provided by the landlord to the utility pedestal or~~
13 ~~pad space for a mobile home sited in the park; and~~ IN ANY RENTAL
14 AGREEMENT, THE LANDLORD IS DEEMED TO COVENANT, WARRANT, AND
15 MAINTAIN, THROUGHOUT THE PERIOD OF THE TENANCY DESCRIBED IN THE
16 RENTAL AGREEMENT, PREMISES THAT ARE SAFE, CLEAN, FIT FOR HUMAN
17 HABITATION AND REASONABLE USE, AND ACCESSIBLE TO PEOPLE WITH
18 DISABILITIES;

19 (II) ~~Any accessory buildings or structures, including, but not~~
20 ~~limited to, sheds and carports, owned by the landlord and provided for the~~
21 ~~use of the residents~~ A LANDLORD IS RESPONSIBLE FOR AND SHALL PAY THE
22 COST OF THE MAINTENANCE AND REPAIR OF ANY SEWER LINES, WATER
23 LINES, UTILITY SERVICE LINES, OR RELATED CONNECTIONS OWNED AND
24 PROVIDED BY THE LANDLORD TO THE UTILITY PEDESTAL OR PAD SPACE FOR
25 A MOBILE HOME LOCATED IN THE PARK; and

26 (III) ~~The premises as defined in section 38-12-201.5 (5).~~ A
27 LANDLORD SHALL ENSURE THAT:

1 (A) ALL PLUMBING LINES AND OTHER UTILITY CONNECTIONS
2 OWNED AND PROVIDED BY THE LANDLORD TO THE UTILITY PEDESTAL OR
3 PAD SPACE FOR EACH MOBILE HOME IN THE PARK HAVE PLUMBING AND
4 UTILITY CONNECTIONS THAT CONFORMED TO APPLICABLE LAW IN EFFECT
5 AT THE TIME THEY WERE INSTALLED AND ARE MAINTAINED IN GOOD
6 WORKING ORDER;

7 (B) EACH PAD SPACE IS CONNECTED TO A SEWAGE DISPOSAL
8 SYSTEM APPROVED UNDER APPLICABLE LAW; AND

9 (C) RUNNING WATER AND REASONABLE AMOUNTS OF WATER ARE
10 FURNISHED AT ALL TIMES TO EACH UTILITY PEDESTAL OR PAD SPACE;
11 EXCEPT THAT A LANDLORD NEED NOT SATISFY THE CONDITIONS DESCRIBED
12 IN THIS SUBSECTION (1)(a)(III)(C) IF A MOBILE HOME IS INDIVIDUALLY
13 METERED AND THE TENANT OCCUPYING THE MOBILE HOME FAILS TO PAY
14 FOR WATER SERVICES; THE LOCAL GOVERNMENT IN WHICH THE MOBILE
15 HOME PARK IS SITUATED SHUTS OFF WATER SERVICE TO A MOBILE HOME
16 FOR ANY REASON; WEATHER CONDITIONS PRESENT A LIKELIHOOD THAT
17 WATER PIPES WILL FREEZE, WATER PIPES TO A MOBILE HOME ARE WRAPPED
18 IN HEATED PIPE TAPE, AND THE UTILITY COMPANY HAS SHUT OFF
19 ELECTRICAL SERVICE TO A MOBILE HOME FOR ANY REASON OR THE HEAT
20 TAPE MALFUNCTIONS FOR ANY REASON; RUNNING WATER IS NOT
21 AVAILABLE FOR ANY OTHER REASON OUTSIDE THE LANDLORD'S CONTROL
22 TO PREVENT THROUGH REASONABLE AND TIMELY MAINTENANCE; OR THE
23 LANDLORD IS MAKING REPAIRS OR IMPROVEMENTS TO THE ITEMS
24 DESCRIBED IN SUBSECTION (1)(a)(II) OF THIS SECTION, THE LANDLORD HAS
25 PROVIDED REASONABLE ADVANCE NOTICE TO THE MOBILE HOME
26 RESIDENTS OF A SERVICE DISRUPTION THAT IS REQUIRED IN CONNECTION
27 WITH THE REPAIRS OR IMPROVEMENTS, AND THE SERVICE DISRUPTION

1 CONTINUES FOR NO LONGER THAN TWENTY-FOUR HOURS.

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

15 (I) ~~A mobile home is individually metered and the tenant~~
16 ~~occupying the mobile home fails to pay for water services~~ THE LANDLORD
17 IS RESPONSIBLE FOR AND SHALL PAY THE COST OF REPAIRING ANY DAMAGE
18 TO A MOBILE HOME OR MOBILE HOME LOT THAT RESULTS FROM THE
19 FAILURE;

20 (II) ~~The local government in which the mobile home park is~~
21 ~~situated shuts off water service to a mobile home for any reason;~~
22 LANDLORD IS RESPONSIBLE FOR AND SHALL PAY THE COST OF PROVIDING
23 ALTERNATIVE SOURCES OF POTABLE WATER AND MAINTAINING PORTABLE
24 TOILETS, WHICH PORTABLE TOILETS ARE LOCATED REASONABLY NEAR
25 AFFECTED MOBILE HOMES IN A MANNER THAT RENDERS THEM ACCESSIBLE
26 TO PEOPLE WITH DISABILITIES, NO LATER THAN TWENTY-FOUR HOURS
27 AFTER THE SERVICE DISRUPTION BEGINS, UNLESS CONDITIONS BEYOND THE

1 LANDLORD'S CONTROL PREVENT COMPLIANCE WITH THIS SUBSECTION
2 (1)(b)(II); AND

3 ~~(III) Weather conditions present a likelihood that water pipes will~~
4 ~~freeze, water pipes to a mobile home are wrapped in heated pipe tape, and~~
5 ~~the utility company has shut off electrical service to a mobile home for~~
6 ~~any reason or the heat tape malfunctions for any reason; or~~ THE
7 LANDLORD SHALL REIMBURSE RESIDENTS FOR ANY DAMAGES TO THEIR
8 PERSONS OR PROPERTY, FOR ANY LOSS OF USE OF THEIR PROPERTY, AND
9 FOR ANY EXPENSES THAT THEY REASONABLY INCUR AS A RESULT OF THE
10 FAILURE.

11 ~~(IV) Running water is not available for any other reason outside~~
12 ~~the landlord's control.~~

13 (c) ~~The~~ A landlord shall give a minimum of ~~two days'~~
14 FORTY-EIGHT HOURS' notice to ~~a mobile home owner~~ RESIDENTS if ~~the~~
15 water service will be disrupted for MORE THAN TWO HOURS FOR planned
16 IMPROVEMENTS, maintenance, OR REPAIRS. The landlord shall attempt to
17 give a reasonable amount of notice to ~~home owners~~ RESIDENTS if water
18 service ~~is to~~ WILL be disrupted for any other reasons unless conditions are
19 such that providing the notice would result in property damage, health, or
20 safety concerns or when conditions otherwise require emergency repair.

21 (2) ~~No landlord shall require a resident to assume the~~
22 ~~responsibilities outlined in subsection (1) of this section as a condition of~~
23 ~~tenancy in the mobile home park.~~ IN ADDITION TO THE RESPONSIBILITIES
24 DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION, A LANDLORD IS
25 RESPONSIBLE FOR:

26 (a) ANY ACCESSORY BUILDINGS OR STRUCTURES, INCLUDING
27 SHEDS AND CARPORTS, THAT ARE OWNED BY THE LANDLORD AND

1 PROVIDED FOR THE USE OF THE RESIDENTS; AND

2 (b) THE PREMISES, INCLUDING:

3 (I) MAINTAINING ALL COMMON AREAS IN CLEAN CONDITION, GOOD
4 REPAIR, AND IN COMPLIANCE WITH APPLICABLE HEALTH AND SAFETY
5 LAWS; KEEPING COMMON AREAS AND FACILITIES GENERALLY AVAILABLE
6 FOR USE BY PARK RESIDENTS; AND KEEPING COMMON AREAS ACCESSIBLE
7 TO PEOPLE WITH DISABILITIES;

8 (II) MAINTAINING ROADS AND OTHER PAVEMENT OWNED BY THE
9 LANDLORD IN A PASSABLE, SAFE CONDITION THAT IS SUFFICIENT TO
10 PROVIDE ACCESS FOR RESIDENTS' VEHICLES, EMERGENCY VEHICLES, VANS
11 PROVIDING TRANSPORTATION SERVICES TO PERSONS WHO ARE ELDERLY OR
12 DISABLED, AND SCHOOL BUSES, IF APPLICABLE, WHICH MAINTENANCE
13 INCLUDES SNOW REMOVAL, ENSURING ADEQUATE DRAINAGE, AND
14 MAINTAINING PAVEMENT ABOVE WATER LINES;

15 (III) MAINTAINING LOT GRADES, REGRADING LOTS AS NECESSARY
16 TO PREVENT THE ACCUMULATION OF STAGNANT WATER AND THE
17 DETRIMENTAL EFFECTS OF MOVING WATER, AND TAKING REASONABLY
18 NECESSARY STEPS TO MAINTAIN THE INTEGRITY OF THE FOUNDATION OF
19 EACH MOBILE HOME'S UTILITY PEDESTAL OR PAD SPACE IN ORDER TO
20 PREVENT STRUCTURAL DAMAGE TO THE MOBILE HOME, EXCEPT IN
21 CIRCUMSTANCES WHERE THE NEED FOR SUCH MAINTENANCE IS CAUSED BY
22 A RESIDENT'S ACTIONS; AND

23 (IV) MAINTAINING TREES ON THE PREMISES IN A MANNER THAT
24 PROTECTS THE SAFETY OF RESIDENTS OF THE PARK AND THEIR PROPERTY,
25 INCLUDING THE PRESERVATION OF HEALTHY, MATURE TREES THAT HOME
26 OWNERS REASONABLY EXPECTED TO REMAIN ON THE PREMISES WHEN
27 THEY SIGNED THEIR RENTAL AGREEMENTS, SO LONG AS SUCH

1 PRESERVATION DOES NOT POSE A SAFETY RISK TO ANY PERSON, PROPERTY,
2 OR INFRASTRUCTURE.

3 (3) ~~Nothing in this section shall be construed as:~~ A LANDLORD
4 SHALL NOT REQUIRE A RESIDENT TO ASSUME ANY OF THE RESPONSIBILITIES
5 DESCRIBED IN SUBSECTION (1) OR (2) OF THIS SECTION AS A CONDITION OF
6 ANY HOME OWNER'S TENANCY IN THE PARK.

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

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

16 (4) NOTHING IN THIS SECTION MAY BE CONSTRUED AS:

17 (a) LIMITING THE LIABILITY OF AN INDIVIDUAL FOR THE COST OF
18 REPAIRING ANY DAMAGE CAUSED BY THE INDIVIDUAL TO THE LANDLORD'S
19 PROPERTY OR OTHER PROPERTY LOCATED IN THE PARK; OR

20 (b) RESTRICTING A LANDLORD FROM REQUIRING A HOME OWNER
21 TO COMPLY WITH RULES AND REGULATIONS OF THE PARK THAT ARE
22 ENFORCEABLE PURSUANT TO SECTION 38-12-214 OR WITH TERMS OF THE
23 RENTAL AGREEMENT AND ANY COVENANTS BINDING UPON THE LANDLORD
24 OR HOME OWNER, INCLUDING COVENANTS RUNNING WITH THE LAND THAT
25 PERTAIN TO THE CLEANLINESS OF THE HOME OWNER'S LOT AND ROUTINE
26 LAWN AND YARD MAINTENANCE, AND EXCLUDING MAJOR LANDSCAPING
27 PROJECTS.

1 (5) A LANDLORD SHALL ESTABLISH AND MAINTAIN AN EMERGENCY
2 CONTACT NUMBER, POST THE NUMBER IN COMMON AREAS OF THE PARK,
3 AND COMMUNICATE THE NUMBER TO HOME OWNERS IN EACH RENTAL
4 AGREEMENT AND EACH REVISION OF THE PARK RULES AND REGULATIONS.
5 A HOME OWNER WHO USES THE EMERGENCY CONTACT NUMBER IN A
6 TIMELY MANNER TO REPORT A PROBLEM WITH A CONDITION DESCRIBED IN
7 SUBSECTION (1) OR (2) OF THIS SECTION IS DEEMED TO HAVE PROVIDED
8 NOTICE TO THE LANDLORD OF THE PROBLEM.

9 (6) IF A LANDLORD FAILS TO COMPLY WITH THE REQUIREMENTS OF
10 THIS SECTION, A HOME OWNER OF THE PARK MAY FILE A COMPLAINT WITH
11 THE DIVISION OF HOUSING PURSUANT TO THE "MOBILE HOME PARK ACT
12 DISPUTE RESOLUTION AND ENFORCEMENT PROGRAM" CREATED IN
13 SECTION 38-12-1104. IF THE DIVISION FINDS BY A WRITTEN
14 DETERMINATION THAT THE LANDLORD HAS VIOLATED THIS SECTION, THE
15 DIVISION MAY:

16 (a) IMPOSE PENALTIES, AS DESCRIBED IN SECTION 38-12-1105 (5);

17 (b) ISSUE AN ORDER TO CEASE AND DESIST, AS DESCRIBED IN
18 SECTION 38-12-1105 (6);

19 (c) REQUIRE THE LANDLORD TO REDUCE THE RENT OWED BY A
20 HOME OWNER ON A PRORATED BASIS TO REFLECT THE HOME OWNER'S LOSS
21 OF USE OF THE MOBILE HOME SPACE; OR

22 (d) REQUIRE THE LANDLORD TO COMPENSATE A HOME OWNER FOR
23 HOUSING EXPENSES ON A PER DIEM BASIS IF THE HOME OWNER IS
24 DISPLACED FROM THE HOME OWNER'S MOBILE HOME AS A RESULT OF THE
25 LANDLORD'S VIOLATION.

26 **SECTION 11.** In Colorado Revised Statutes, **add** 38-12-212.4
27 and 38-12-212.5 as follows:

1 **38-12-212.4. Required disclosure and notice of water usage**

2 **and billing - responsibility for leaks.** (1) IF THE MANAGEMENT CHARGES
3 HOME OWNERS INDIVIDUALLY FOR WATER USAGE IN THE PARK, THEN, ON
4 OR BEFORE JANUARY 31 OF EACH YEAR, THE MANAGEMENT SHALL
5 PROVIDE TO EACH HOME OWNER AND POST IN A CLEARLY VISIBLE
6 LOCATION IN AT LEAST ONE COMMON AREA OF THE MOBILE HOME PARK
7 THE FOLLOWING INFORMATION:

8 (a) THE METHODOLOGY BY WHICH THE MANAGEMENT CALCULATES
9 THE AMOUNT CHARGED TO EACH HOME OWNER FOR WATER USAGE ON THE
10 HOME OWNER'S LOT;

11 (b) THE METHODOLOGY BY WHICH THE MANAGEMENT
12 CALCULATES THE AMOUNT CHARGED TO EACH HOME OWNER FOR WATER
13 USAGE IN COMMON AREAS OF THE MOBILE HOME PARK; AND

14 (c) THE CURRENT RESIDENTIAL WATER RATE SCHEDULE OF THE
15 WATER UTILITY OR MUNICIPAL WATER SERVICE PROVIDER THAT SUPPLIES
16 WATER TO THE PARK.

17 (2) IF THE MANAGEMENT CHARGES HOME OWNERS FOR WATER
18 USAGE IN THE PARK, WHETHER INDIVIDUALLY OR IN AN AGGREGATE
19 AMOUNT, THE MANAGEMENT SHALL PROVIDE TO EACH HOME OWNER A
20 MONTHLY WATER BILL THAT INDICATES THE AMOUNT OWED BY THE HOME
21 OWNER, THE TOTAL AMOUNT OWED BY ALL THE RESIDENTS IN THE MOBILE
22 HOME PARK, AND, IF THE MANAGEMENT PURCHASES THE WATER FROM A
23 PROVIDER, THE TOTAL AMOUNT PAID BY THE MANAGEMENT TO THE
24 PROVIDER.

25 (3) THE MANAGEMENT SHALL NOT CHARGE A HOME OWNER FOR
26 ANY COSTS IN ADDITION TO THE ACTUAL COST OF WATER BILLED TO THE
27 MANAGEMENT.

1 (4) THE MANAGEMENT SHALL USE A METHODOLOGY THAT IS
2 REASONABLE, EQUITABLE, AND CONSISTENT FOR BILLING HOME OWNERS
3 FOR ANY TYPE OF WATER USAGE.

4 (5) IF THE MANAGEMENT LEARNS OF A LEAK IN A WATER LINE
5 INSIDE THE PARK, THE MANAGEMENT SHALL NOTIFY EACH HOME OWNER
6 OF THE LEAK WITHIN TWENTY-FOUR HOURS.

7 (6) THE MANAGEMENT SHALL NOT BILL A HOME OWNER FOR ANY
8 WATER USAGE THAT IS CAUSED BY A LEAK IN A WATER LINE INSIDE THE
9 PARK.

10 **38-12-212.5. Prohibition on retaliation.** (1) THE MANAGEMENT
11 SHALL NOT TAKE RETALIATORY ACTION AGAINST A HOME OWNER WHO
12 EXERCISES ANY RIGHT CONFERRED UPON THE HOME OWNER BY THIS PART
13 2, PART 11 OF THIS ARTICLE 12, OR ANY OTHER PROVISION OF LAW.

14 (2) EXCEPT AS DESCRIBED IN SUBSECTION (3) OF THIS SECTION, IN
15 AN ACTION OR ADMINISTRATIVE PROCEEDING BY OR AGAINST A HOME
16 OWNER, THE MANAGEMENT'S ACTION IS PRESUMED TO BE RETALIATORY IF,
17 WITHIN THE SIX MONTHS PRECEDING THE MANAGEMENT'S ACTION, THE
18 HOME OWNER:

19 (a) COMPLAINED OR EXPRESSED AN INTENTION TO COMPLAIN TO
20 A GOVERNMENTAL AGENCY ABOUT A MATTER RELATING TO THE MOBILE
21 HOME PARK;

22 (b) SUBMITTED A COMPLAINT TO THE MANAGEMENT ABOUT A
23 VIOLATION DESCRIBED IN THIS PART 2;

24 (c) COMPLAINED ABOUT THE CONDITION OF THE PARK;

25 (d) ORGANIZED OR BECAME A MEMBER OF A TENANTS'
26 ASSOCIATION OR SIMILAR ORGANIZATION; OR

27 (e) MADE ANY OTHER EFFORT TO SECURE OR ENFORCE ANY OF THE

1 RIGHTS OR REMEDIES PROVIDED BY THIS PART 2 OR ANY OTHER PROVISION
2 OF LAW.

3 (3) THE PRESUMPTION OF RETALIATORY ACTION DESCRIBED IN
4 SUBSECTION (2) OF THIS SECTION DOES NOT APPLY TO AN ACTION OR
5 ADMINISTRATIVE HEARING WHERE THE MANAGEMENT:

6 (a) ADDRESSES NONPAYMENT OF RENT BY A HOME OWNER, AS
7 DESCRIBED IN SECTION 38-12-204; OR

8 (b) WAS NOTIFIED BY A PEACE OFFICER OR OTHERWISE BECAME
9 AWARE THAT THE MOBILE HOME THAT IS THE BASIS OF THE
10 ADMINISTRATIVE HEARING WAS BEING OPERATED AS AN ILLEGAL DRUG
11 LABORATORY, AS DEFINED IN SECTION 25-18.5-101 (8).

12 (4) THE MANAGEMENT MAY REBUT A PRESUMPTION OF
13 RETALIATION WITH SUFFICIENT EVIDENCE OF A NONRETALIATORY
14 PURPOSE.

15 (5) THE RIGHTS AND REMEDIES PROVIDED BY THIS SECTION ARE
16 AVAILABLE TO HOME OWNERS IN ADDITION TO THE ANTI-RETALIATION
17 PROTECTION PROVIDED IN SECTION 38-12-1105 (13).

18 **SECTION 12.** In Colorado Revised Statutes, 38-12-213, **add** (5)
19 and (6) as follows:

20 **38-12-213. Rental agreement - disclosure of terms in writing**
21 **- prohibited terms.** (5) A RENTAL AGREEMENT MAY NOT INCLUDE ANY
22 PROVISION:

23 (a) BY WHICH A HOME OWNER WAIVES ANY RIGHTS CREATED BY
24 THIS PART 2 OR PART 11 OF THIS ARTICLE 12;

25 (b) THAT REQUIRES A HOME OWNER TO AGREE TO A POSSESSORY
26 LIEN;

27 (c) THAT BINDS A HOME OWNER TO ARBITRATION IN LIEU OF A

1 CIVIL TRIAL; OR

2 (d) THAT AUTHORIZES A THIRD PERSON TO CONFESS JUDGMENT ON
3 A CLAIM THAT ARISES FROM THE RENTAL AGREEMENT, THIS PART 2, OR
4 PART 11 OF THIS ARTICLE 12.

5 (6) ANY PROVISION OF A RENTAL AGREEMENT THAT IS PROHIBITED
6 BY SUBSECTION (1) OF THIS SECTION IS AGAINST PUBLIC POLICY,
7 UNENFORCEABLE, AND VOID.

8 **SECTION 13.** In Colorado Revised Statutes, **amend** 38-12-214
9 as follows:

10 **38-12-214. Rules and regulations - amendments - notice -**
11 **complaints.** (1) The management shall adopt written rules and
12 regulations concerning ~~all~~ home owners' use and occupancy of the
13 premises. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, such rules
14 and regulations are enforceable against a home owner only if:

15 (a) Their purpose is to promote the ~~convenience~~, safety or welfare
16 of the home owners, protect and preserve the premises from ~~abusive use~~
17 ABUSE, or make a fair distribution of services and facilities held out for
18 the home owners generally;

19 (b) They are reasonably related to ~~the~~ A LEGITIMATE purpose, for
20 which they are adopted;

21 (c) They are not ARBITRARY, CAPRICIOUS, UNREASONABLE,
22 retaliatory, or discriminatory in nature;

23 (d) They are sufficiently explicit in prohibition, direction, or
24 limitation of ~~the~~ EACH home owner's conduct to fairly inform ~~him~~ EACH
25 HOME OWNER of what ~~he~~ THE HOME OWNER must DO or ~~must~~ not do to
26 comply; AND

27 (e) THEY ARE ESTABLISHED IN THE RENTAL AGREEMENT AT THE

1 INCEPTION OF THE TENANCY, AMENDED SUBSEQUENTLY WITH THE
2 CONSENT OF THE HOME OWNER, OR, EXCEPT AS DESCRIBED IN SUBSECTION
3 (2) OF THIS SECTION, AMENDED SUBSEQUENTLY WITHOUT THE CONSENT OF
4 THE HOME OWNER AFTER THE MANAGEMENT HAS PROVIDED WRITTEN
5 NOTICE OF THE AMENDMENTS TO THE HOME OWNER AT LEAST SIXTY DAYS
6 BEFORE THE AMENDMENTS BECOME EFFECTIVE, AND, IF APPLICABLE,
7 ENFORCED IN COMPLIANCE WITH SUBSECTIONS (3) AND (4) OF THIS
8 SECTION.

9 (2) WHEN A MOBILE HOME IS OWNED BY A PERSON OTHER THAN
10 THE OWNER OF THE MOBILE HOME PARK IN WHICH THE MOBILE HOME IS
11 LOCATED, THE MOBILE HOME IS A SEPARATE UNIT OF OWNERSHIP, AND
12 RULES AND REGULATIONS THAT IMPOSE RESTRICTIONS OR REQUIREMENTS
13 ON THAT SEPARATE UNIT THAT ARE ADOPTED AFTER THE HOME OWNER
14 SIGNS THE RENTAL AGREEMENT AND WITHOUT THE CONSENT OF THE HOME
15 OWNER ARE PRESUMED UNREASONABLE. NOTHING IN THIS SUBSECTION (2)
16 PROHIBITS THE MANAGEMENT FROM REQUIRING COMPLIANCE WITH PARK
17 RULES AND REGULATIONS AT THE TIME OF SALE OR TRANSFER TO A NEW
18 OWNER; EXCEPT THAT, AS USED IN THIS SUBSECTION (2), "TRANSFER" DOES
19 NOT INCLUDE A TRANSFER OF OWNERSHIP PURSUANT TO DEATH OR
20 DIVORCE OR A TRANSFER OF OWNERSHIP TO A NEW CO-OWNER PURSUANT
21 TO MARRIAGE.

22 (3) (a) IF THE MANAGEMENT PROVIDES EACH HOME OWNER
23 WRITTEN NOTICE OF THE MANAGEMENT'S INTENT TO ADD OR AMEND ANY
24 WRITTEN RULE OR REGULATION AS DESCRIBED IN SUBSECTION (1)(e) OF
25 THIS SECTION, A HOME OWNER MAY FILE A COMPLAINT CHALLENGING THE
26 RULE, REGULATION, OR AMENDMENT PURSUANT TO SECTION 38-12-1105
27 WITHIN SIXTY DAYS AFTER RECEIVING THE NOTICE. IF A HOME OWNER

1 FILES SUCH A COMPLAINT, THE MANAGEMENT SHALL NOT ENFORCE THE
2 RULE, REGULATION, OR AMENDMENT UNLESS AND UNTIL THE PARTIES
3 REACH AN AGREEMENT CONCERNING THE RULE, REGULATION, OR
4 AMENDMENT OR THE DISPUTE RESOLUTION PROCESS CONCLUDES AND THE
5 DIVISION OF HOUSING WITHIN THE DEPARTMENT OF LOCAL AFFAIRS ISSUES
6 A WRITTEN DETERMINATION, PURSUANT TO SECTION 38-12-1105 (4), THAT
7 THE RULE, REGULATION, OR AMENDMENT DOES NOT CONSTITUTE A
8 VIOLATION OF THIS PART 2 AND MAY BE ENFORCED. NOTWITHSTANDING
9 ANY PROVISION OF PART 11 OF THIS ARTICLE 12 TO THE CONTRARY, AS
10 PART OF THE COMPLAINT PROCESS DESCRIBED IN SECTION 38-12-1105, THE
11 MANAGEMENT HAS THE BURDEN OF ESTABLISHING THAT THE RULE,
12 REGULATION, OR AMENDMENT SATISFIES THE REQUIREMENTS DESCRIBED
13 IN SUBSECTION (1) OF THIS SECTION.

14 (b) NOTHING IN THIS SECTION PRECLUDES A HOME OWNER FROM
15 FILING A COMPLAINT, PURSUANT TO SECTION 38-12-1105, CONCERNING A
16 RULE OR REGULATION AT ANY TIME AFTER THE RULE OR REGULATION
17 TAKES EFFECT.

18 (4) IF A HOME OWNER FILES A COMPLAINT CHALLENGING A RULE
19 OR REGULATION OR AN AMENDMENT TO A RULE OR REGULATION THAT
20 INCREASES A COST TO A HOME OWNER IN AN AMOUNT THAT EQUALS OR
21 EXCEEDS TEN PERCENT OF THE HOME OWNER'S MONTHLY RENTAL
22 OBLIGATION UNDER THE RENTAL AGREEMENT, THE RULE, REGULATION, OR
23 AMENDMENT IS PRESUMED TO BE UNRELATED TO ANY LEGITIMATE
24 PURPOSE, AS REQUIRED BY SUBSECTION (1)(b) OF THIS SECTION, AND IS
25 THEREFORE UNENFORCEABLE. NOTWITHSTANDING ANY PROVISION OF
26 PART 11 OF THIS ARTICLE 12 TO THE CONTRARY, AS PART OF THE
27 COMPLAINT PROCESS DESCRIBED IN SECTION 38-12-1105, THE

1 MANAGEMENT HAS THE BURDEN OF ESTABLISHING THAT THE RULE,
2 REGULATION, OR AMENDMENT SATISFIES THE REQUIREMENTS DESCRIBED
3 IN SUBSECTION (1) OF THIS SECTION.

4 (5) RULES AND REGULATIONS THAT CONCERN RECREATIONAL
5 FACILITIES MAY BE AMENDED AT THE REASONABLE DISCRETION OF THE
6 MANAGEMENT.

7 **SECTION 14.** In Colorado Revised Statutes, **add** 38-12-222 as
8 follows:

9 **38-12-222. Home owners' right to privacy.** (1) (a) THE
10 MANAGEMENT SHALL RESPECT THE PRIVACY OF HOME OWNERS. EXCEPT
11 AS OTHERWISE PROVIDED BY LAW, THE MANAGEMENT HAS NO RIGHT OF
12 ENTRY TO A MOBILE HOME:

13 (I) WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF THE
14 HOME OWNER;

15 (II) AS DESCRIBED IN SUBSECTION (2) OF THIS SECTION;

16 (III) IN THE CASE OF AN EMERGENCY; OR

17 (IV) WHEN THE MOBILE HOME HAS BEEN ABANDONED.

18 (b) A HOME OWNER MAY REVOKE CONSENT IN WRITING AT ANY
19 TIME.

20 (2) UNLESS OTHERWISE PROHIBITED BY LAW, THE MANAGEMENT
21 HAS A RIGHT OF ENTRY TO MOBILE HOME SPACE TO FULFILL THE DUTIES
22 DESCRIBED IN SECTION 38-12-212.3 AND TO ENSURE COMPLIANCE WITH
23 APPLICABLE CODES, STATUTES, ORDINANCES, AND ADMINISTRATIVE
24 RULES; THE RENTAL AGREEMENT; AND THE RULES AND REGULATIONS OF
25 THE PARK. A LANDLORD SHALL NOT ENTER IN A MANNER THAT INTERFERES
26 WITH A HOME OWNER'S PEACEFUL ENJOYMENT OF THE MOBILE HOME
27 SPACE, AS DESCRIBED IN SECTION 38-12-219 (1)(b), EXCEPT IN THE CASE

1 OF AN EMERGENCY.

2 (3) THE MANAGEMENT SHALL MAKE A REASONABLE EFFORT TO
3 NOTIFY A HOME OWNER OF THE MANAGEMENT'S INTENTION TO ENTER THE
4 MOBILE HOME SPACE AT LEAST FORTY-EIGHT HOURS BEFORE ENTRY.

5 **SECTION 15.** In Colorado Revised Statutes, 38-12-1105, **amend**
6 (13) as follows:

7 **38-12-1105. Dispute resolution program - complaint process.**

8 (13) A landlord may not take any retaliatory actions against a home
9 owner. ~~for expressing an intention to file a complaint under this program~~
10 ~~or filing a complaint under this program.~~ If the division determines that
11 a landlord has retaliated against a home owner, the division may impose
12 a fine of up to ten thousand dollars on the landlord.

13 **SECTION 16.** In Colorado Revised Statutes, 1-1-104, **amend**
14 (48) as follows:

15 **1-1-104. Definitions.** As used in this code, unless the context
16 otherwise requires:

17 (48) "Taxable property" means real or personal property subject
18 to general ad valorem taxes. For all elections and petitions that require
19 ownership of real property or land, ownership of a mobile home or
20 manufactured home, as defined in section 5-1-301 (29), 38-12-201.5 ~~(2)~~
21 (5), or 42-1-102 (106)(b), ~~C.R.S.~~, is sufficient to qualify as ownership of
22 real property or land for the purpose of voting rights and petitions.

23 **SECTION 17.** In Colorado Revised Statutes, 13-40-110, **amend**
24 (2) as follows:

25 **13-40-110. Action - how commenced.** (2) In an action for
26 termination of a tenancy in a mobile home park, the complaint, in addition
27 to the requirements of subsection (1) of this section, ~~shall~~ MUST specify

1 the ~~particular~~ reasons for termination as ~~such~~ THE reasons are stated in
2 section 38-12-203. ~~C.R.S. Such~~ THE complaint ~~shall~~ MUST specify the
3 approximate time, place, and manner in which the tenant allegedly
4 committed the acts giving rise to the complaint. If the action is based on
5 the mobile home or mobile home lot being out of compliance with the
6 rules and regulations adopted pursuant to ~~section 38-12-203 (1)(c), C.R.S.~~
7 SECTION 38-12-214, the complaint ~~shall~~ MUST specify that the home
8 owner was given ~~thirty~~ SIXTY days ~~from~~ AFTER the date of service or
9 posting of the notice to quit to cure the noncompliance, ~~and that thirty~~
10 ~~SIXTY~~ days have passed, and the noncompliance has not been cured.

11 **SECTION 18.** In Colorado Revised Statutes, 32-1-103, **amend**
12 (5)(d) and (23)(c) as follows:

13 **32-1-103. Definitions.** As used in this article 1, unless the context
14 otherwise requires:

15 (5) (d) For all elections and petitions that require ownership of
16 real property or land, THE OWNERSHIP OF a mobile home as defined in
17 section 38-12-201.5 ~~(2)~~ (5) or 5-1-301 (29), ~~C.R.S.~~, or a manufactured
18 home as defined in section 42-1-102 (106)(b), ~~C.R.S.~~, ~~shall be deemed~~ IS
19 sufficient to qualify as ownership of real property or land for the purpose
20 of voting rights and petitions.

21 (23) (c) For all elections and petitions that require ownership of
22 real property or land, THE OWNERSHIP OF a mobile home as defined in
23 section 38-12-201.5 ~~(2)~~ (5) or 5-1-301 (29), ~~C.R.S.~~, or a manufactured
24 home as defined in section 42-1-102 (106)(b), ~~C.R.S.~~, ~~shall be deemed~~ IS
25 sufficient to qualify as ownership of real property or land for the purpose
26 of voting rights and petitions.

27 **SECTION 19.** In Colorado Revised Statutes, **amend** 35-70-104.1

1 as follows:

2 **35-70-104.1. Mobile home ownership - elections and petitions.**

3 Notwithstanding any other provision of this ~~article~~ ARTICLE 70 to the
4 contrary, for all elections and petitions that require ownership of real
5 property or land, THE OWNERSHIP OF a mobile home as defined in section
6 38-12-201.5 ~~(2)~~ (5) or 5-1-301 (29), ~~C.R.S.~~, or a manufactured home as
7 defined in section 42-1-102 (106)(b), ~~C.R.S.~~, ~~shall be deemed~~ IS sufficient
8 to qualify as ownership of real property or land for the purpose of voting
9 rights and petitions.

10 **SECTION 20.** In Colorado Revised Statutes, 37-45-103, **amend**
11 the introductory portion and (4)(c) as follows:

12 **37-45-103. Definitions.** As used in this ~~article~~ ARTICLE 45 unless
13 the context otherwise requires:

14 (4) (c) For all elections and petitions that require ownership of
15 real property or land, THE OWNERSHIP OF a mobile home or manufactured
16 home as defined in section 38-12-201.5 ~~(2)~~ (5), 5-1-301 (29), or 42-1-102
17 (106)(b), ~~C.R.S.~~, ~~shall be deemed~~ IS sufficient to qualify as ownership of
18 real property or land for the purpose of voting rights and petitions.

19 **SECTION 21.** In Colorado Revised Statutes, 37-97-103, **amend**
20 (6) as follows:

21 **37-97-103. Mandatory use of metered water delivery and**
22 **billing systems.** (6) A mobile home park, as defined in ~~section~~
23 ~~38-12-201.5 (3), C.R.S., which~~ SECTION 38-12-201.5 (6), THAT makes
24 water service available to tenants but does not bill ~~such~~ THE tenants for
25 water as a separate item is exempt from ~~the provisions of this article~~
26 ARTICLE 97.

27 **SECTION 22.** In Colorado Revised Statutes, 38-41-201.6,

1 **amend** (1) as follows:

2 **38-41-201.6. Mobile home, manufactured home, trailer, and**
3 **trailer coach homestead exemption.** (1) A manufactured home as
4 defined in section 38-29-102 (6) ~~which~~ THAT includes a mobile home or
5 manufactured home as defined in section 38-12-201.5 ~~(2)~~ (5), 5-1-301
6 (29), or 42-1-102 (106)(b), ~~C.R.S.~~, that has been purchased by an initial
7 user or subsequent user, and for which a certificate of title or registration
8 has been issued in accordance with section 38-29-110 or pursuant to
9 section 38-29-108, is a homestead and is entitled to the same exemption
10 as enumerated in section 38-41-201, except for any loans, debts, or
11 obligations incurred prior to January 1, 1983. For purposes of this
12 homestead exemption, the term "house" as used in section 38-41-205
13 ~~shall be~~ IS deemed to include mobile homes or manufactured homes.

14 **SECTION 23. Safety clause.** The general assembly hereby finds,
15 determines, and declares that this act is necessary for the immediate
16 preservation of the public peace, health, or safety.