

SENATE COMMITTEE OF REFERENCE REPORT

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Chair of Committee

April 23, 2024  
Date

Committee on Local Government & Housing.

After consideration on the merits, the Committee recommends the following:

HB24-1294 be amended as follows, and as so amended, be referred to the Committee on Appropriations with favorable recommendation:

- 1 Amend reengrossed bill, page 17, line 22, strike "NOTICE" and substitute  
2 "ADVISORY".
- 3 Page 17, line 24, strike "CONTRACTOR." and substitute "CONTRACTOR  
4 UNTIL THE ADVISORY HAS BEEN RESCINDED BY THE ISSUING AGENCY."
- 5 Page 17, line 26, strike "WATER BOIL NOTICE" and substitute "BOIL WATER  
6 ADVISORY".
- 7 Page 18, line 1, strike "WATER BOIL NOTICE." and substitute "BOIL WATER  
8 ADVISORY. NOTICES THAT ARE REQUIRED TO BE REISSUED MUST ALSO BE  
9 POSTED IN COMPLIANCE WITH THIS SUBSECTION (1)(d)."
- 10 Page 18, line 10, strike "snow removal," and substitute "~~snow removal~~,"  
11 and strike "and" and substitute "~~and~~".
- 12 Page 18, line 11, strike "lines;" and substitute "lines, AND SNOW REMOVAL  
13 FOR ALL ROADWAYS AND FOR ALL PEDESTRIAN SIDEWALKS AND OTHER  
14 PAVEMENTS THAT PROVIDE ACCESS TO MAILBOXES, PUBLIC NOTICE AREAS,  
15 AND PUBLIC BUILDINGS;"
- 16 Page 24, line 17, strike "SECTION," and substitute "SECTION AND SECTION  
17 38-12-203 (1)(c)."
- 18 Page 24, strike line 23 and substitute "(2)(d) OR SECTION 38-12-203  
19 (1)(c)."

- 1 Page 33, line 22, strike "THE SELLER." and substitute "EITHER PARTY."
- 2 Page 34, line 3, strike "HOME; AND" and substitute "HOME AND A  
3 DISCLOSURE OF ANY LIENS PLACED ON THE HOME, INCLUDING A COPY OF  
4 ANY LIENS, IF AVAILABLE; AND".
- 5 Page 34, strike lines 4 through 9 and substitute:  
6 "(b) A DISCLOSURE THAT THE PURCHASER HAS THE RIGHT TO HAVE  
7 THE MOBILE HOME PROFESSIONALLY APPRAISED AT THE BUYER'S EXPENSE  
8 AND THAT THE SELLER SHALL MAKE REASONABLE EFFORTS TO MAKE THE  
9 MOBILE HOME AVAILABLE FOR APPRAISAL."
- 10 Page 34, strike line 27.
- 11 Page 35, strike lines 1 through 3.
- 12 Reletter succeeding paragraphs accordingly.
- 13 Page 35, line 15, after "EXPENSE." insert "THE PURCHASER ALSO HAS THE  
14 RIGHT TO HAVE THE MOBILE HOME PROFESSIONALLY APPRAISED AT THE  
15 PURCHASER'S EXPENSE."
- 16 Page 35, line 16, strike "INSPECTION." and substitute "INSPECTION OR  
17 APPRAISAL."
- 18 Page 35, strike lines 17 through 21.
- 19 Renumber succeeding subsections accordingly.
- 20 Page 35, strike line 26 and substitute "ANY PENALTY."
- 21 Page 36, line 26, strike "(9)," and substitute "(8),".
- 22 Page 37, line 25, strike "BUYER" and substitute "PURCHASER".
- 23 Page 38, strike lines 2 through 4 and substitute:  
24 "(a) REMAIN RESPONSIBLE FOR ANY REPAIRS OF CONDITIONS THAT  
25 COULD ENDANGER THE HEALTH OR SAFETY OF A BUYER, EXCEPT FOR  
26 CONDITIONS CAUSED BY A BUYER'S GROSS NEGLIGENCE OR WILLFUL  
27 CONDUCT, UNTIL THE".

1 Page 39, line 25, strike "A".

2 Page 39, strike lines 26 and 27.

3 Page 40, strike lines 1 through 3 and substitute "SEPARATE FINANCIAL  
4 RECORDS FOR EACH RENT-TO-OWN CONTRACT."

5 Page 40, strike lines 4 through 14 and substitute:

6 "(2) THE SELLER OF THE MOBILE HOME SHALL PROVIDE THE  
7 PURCHASER WITH EITHER AN ANNUAL ACCOUNTING RELATED TO THE  
8 RENT-TO-OWN CONTRACT OR A DISCLOSURE THAT THE BUYER IS ENTITLED  
9 TO REQUEST AND RECEIVE AN ANNUAL ACCOUNTING OF THEIR RENT TO  
10 OWN CONTRACT. THE ACCOUNTING OR THE DISCLOSURE IS DUE TO THE  
11 PURCHASER EACH YEAR WITHIN TEN DAYS OF THE ANNIVERSARY DATE OF  
12 THE RENT-TO-OWN CONTRACT. IF REQUESTED, THE ANNUAL ACCOUNTING  
13 SHALL BE PROVIDED WITHIN TEN DAYS UPON THE RECEIPT OF A REQUEST  
14 FOR ACCOUNTING. AT A MINIMUM, ANY ACCOUNTING PROVIDED SHALL  
15 DISCLOSE THE TOTAL AMOUNT IN PURCHASE PAYMENTS MADE, THE TOTAL  
16 AMOUNT OF THE PURCHASE PRICE REMAINING TO BE PAID, AND ANY  
17 EXPENSES PAID BY THE SELLER DURING THE ACCOUNTING PERIOD TO  
18 REPAIR OR MAINTAIN THE MOBILE HOME. THE ACCOUNTING OR THE  
19 DISCLOSURE SHALL BE PROVIDED TO THE PURCHASER IN ENGLISH OR  
20 ENGLISH AND SPANISH, AS REQUESTED BY THE PURCHASER."

21 Page 41, strike lines 10 through 15 and substitute "RENT-TO-OWN  
22 CONTRACT, WITHIN TEN DAYS OF RECEIVING THE FINAL PURCHASE  
23 PAYMENT, THE SELLER MUST ASSIGN THE TITLE TO THE MOBILE HOME TO  
24 THE PURCHASER AND PROVIDE THE PURCHASER ALL DOCUMENTS IN  
25 SELLER'S CONTROL NECESSARY FOR PURCHASER TO TRANSFER TITLE TO  
26 THE MOBILE HOME. THE SELLER SHALL ASSIGN THE TITLE TO THE MOBILE  
27 HOME WITHOUT PLACING ANY RESTRICTIONS ON THE TITLE OR ON THE  
28 BUYER'S OWNERSHIP RIGHTS TO THE MOBILE HOME."

29 Page 41, line 16, strike "TRANSFERRING" and substitute "ASSIGNING".

30 Page 41, strike lines 18 and 19 and substitute "ASSESSED ON THE MOBILE  
31 HOME OR PROVIDE A CREDIT TO THE PURCHASER, PRORATED TO THE DATE  
32 THAT THE MOBILE HOME'S TITLE IS ASSIGNED TO THE PURCHASER."

33 Page 42, after line 6 insert:

1           **"38-12-1309. Supremacy clause.** ANY PROVISION OF THIS PART  
2 13 IS UNENFORCEABLE TO THE EXTENT THAT IT CONFLICTS WITH A  
3 FEDERAL LAW OR FEDERAL REGULATION."

4 Strike "AND INTEREST" on: **Page 36**, line 18; **Page 37**, lines 10 and 18;  
5 and **Page 38**, line 21.

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