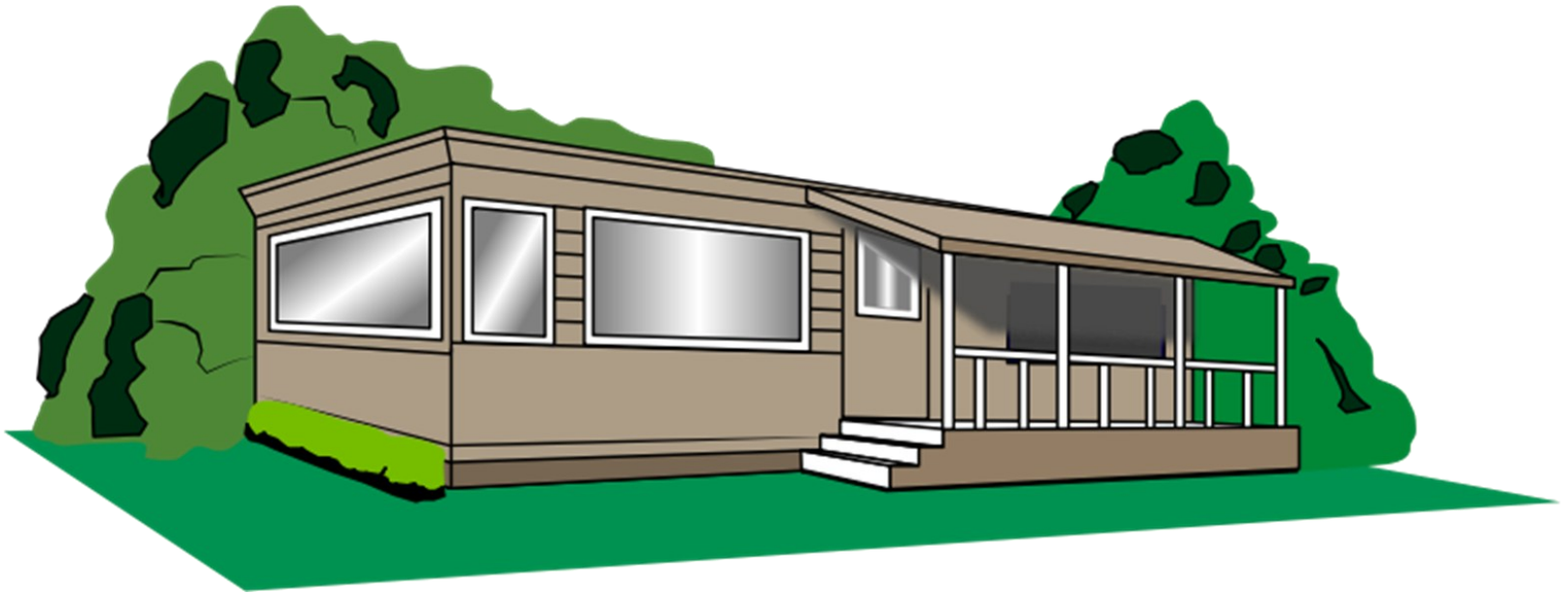


# Mobile Homeowner Rights



# 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



## 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

# 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
- Does NOT include camper trailers, truck campers, fifth wheel trailers, travel trailers, RVs, or motor homes



# Rental Agreements

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

Your rental agreement must state:

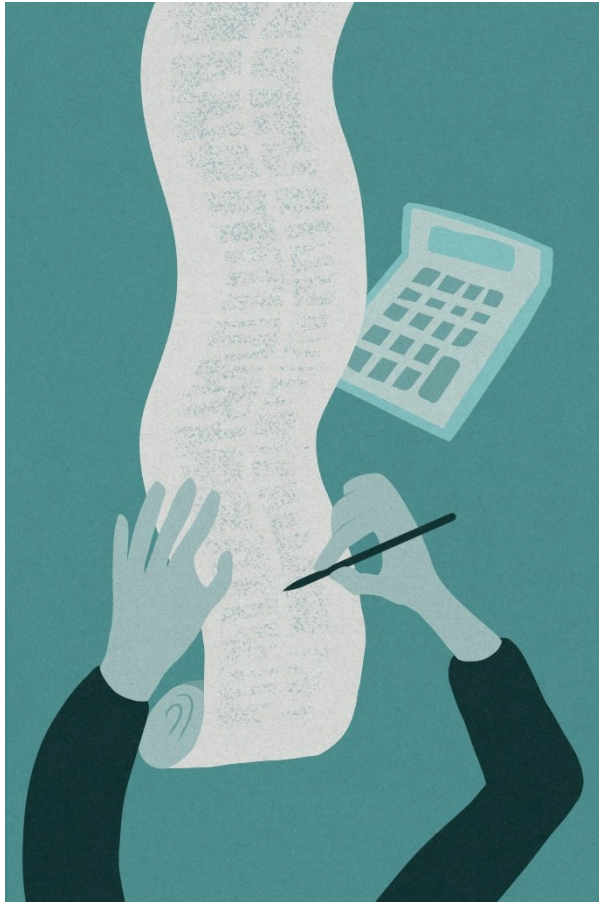
- The duration of your lease
- The cost of rent
- When rent is due
- When a late fee will be charged for unpaid rent
- Park rules and regulations
- The name and mailing address of landlord
- All charges to the homeowner other than rent, including late fees



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

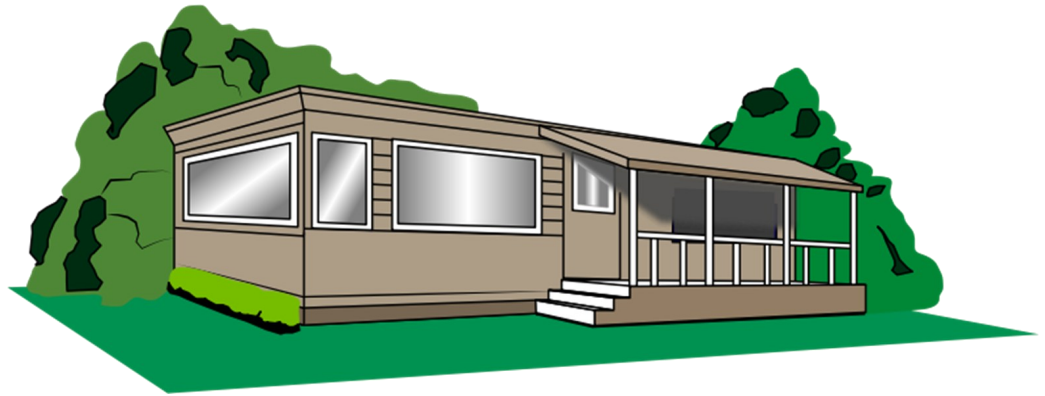
Someone who has been paying a monthly rent may have a lease by implication.

# 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

# 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



# 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.my.salesforce-sites.com/ParkSearch/>

Unregistered parks will not show up in the search



# What can you do with your mobile home?

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

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

All of the above must be lawful

# Enforceable Rules



Management shall adopt written rules and regulations, which are only enforceable if they:

- Promote safety in the park
- Prevent abuse between tenants
- Fairly distribute shared services (such as parking)
- Relate to their purpose
- Do not discriminate, target someone who has made a complaint, and are not pointless

These rules must:

- Notify you of what the specific standard is
- How to fulfill the requirements
- Be established in your rental agreement at the beginning of your lease
- Only be amended by writing
- Be provided in writing in English and Spanish

# Modification: Voluntary Agreement

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

1

Park sends out new Rules and Regulations and demands tenant sign them

2

Without signed consent to the new rules, the park must provide 60 days written notice of the new rules

3

The new rules will be in effect after 60 days *if* they meet legal requirements

# 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



# Violation and Remedy

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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

# 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**
- **Noncompliance** with valid rules and regulations
- The mobile home park is **condemned or changes use**
- The mobile homeowner makes false statements on their application
- Actions of the homeowner or their guests in the park that endanger other people in the park or their animals or that damages property.

# Protections from Abuse

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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



# 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 an administrative complaint or civil actions for violations
- ❑ Landlords who violate these rules may have to pay damages to residents or other penalties.

# Defenses to Eviction

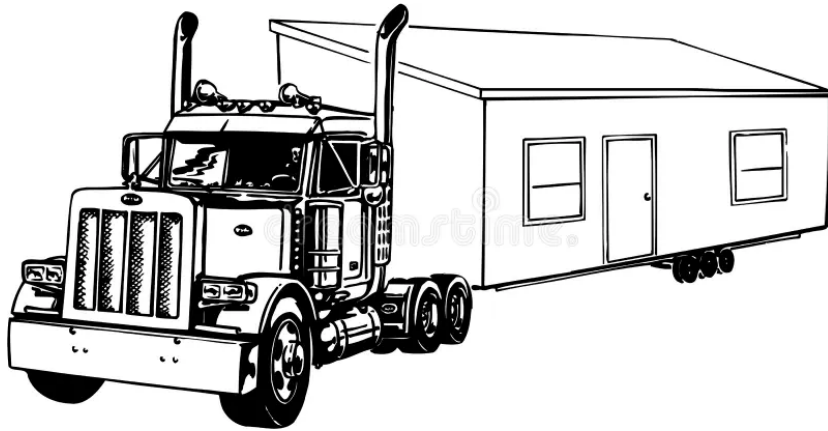


- The violation did not occur
- You cured the violation in the right amount of time
  - 90 days for rule violation
  - 10 days for nonpayment of rent
- The landlord did not follow the right process
  - You did not get a notice to quit
  - The notice to quit was defective
  - You did not get an opportunity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

# If Evicted:

- After the court issues a writ of restitution, homeowners have 30 to 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
- Removal and storage charges and costs can be paid by any party in interest but ultimately go to whoever claims the mobile home



# Selling a Mobile Home



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

Buyers must be approved by the mobile home park they plan to live in

The mobile home park is responsible for utility lines to the pad



Homeowners are responsible for utilities from the pad into the mobile home

# Utilities

# 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.

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.

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

# Sale, Change of Use, or Closing of Park

If the landlord is selling the park they must provide notice to residents within 14 days.

Home owners in park can offer to purchase park collectively.

If the park is changing use, tenants get 1 year of notice

Homeowner can provide a written demand for their choice of either relocation expenses or to sell the home to the park at a price set by law.

The park has 30 days to provide once they get the written demand



# 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

# Dispute Resolution and Enforcement Program

Homeowner can file a complaint with the Dispute Resolution and Enforcement Program

If the division finds in a written determination that the landlord has violated the section, they may:

Impose penalties

Issue an order to cease and desist

Require the landlord to reduce rent

Require landlord to compensate a homeowner for housing if displaced

# Retaliation by the Mobile Home Park

## 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

THANK YOU FOR  
COMING!!!