

57-16

Mobile Home Park Residency Act

CHAPTER 16A

MOBILE HOME PARK HELPLINE

ENACTED BY CHAPTER 233, 2015 GENERAL SESSION

Part 1

57-16a-101 Title General Provisions

57-16a-102 Definitions

As used in this chapter

- **Act** - Title 57, Chapter 16, Mobile Home Park Residency Act.
- **Assisting attorney** - a member of the Utah State Bar who the helpline administrator designates to assist in administering the helpline, in accordance with the provisions of this chapter.
- **Caller** - a resident, a mobile home owner, or a park owner who calls the helpline.
- **Helpline** - a direct public telephone number that a resident, a mobile home owner, or a park owner may call with inquiries related to the act.
- **Mobile home** - a transportable structure in one or more sections with the plumbing, heating, and electrical systems contained within the unit that when erected on a site may be used with or without a permanent foundation as a dwelling unit.
- **Mobile home lot** - an area within a mobile home park designed to accommodate one mobile home.

Definitions

- **Mobile home owner** - a person who owns a mobile home; and leases or rents from a park owner the mobile home lot on which the mobile home is located.
- **Mobile home park** - any tract of land on which two or more lots are leased, or offered for lease or rent, to accommodate mobile homes for residential purposes.
- **Park owner** - a person who owns a mobile home park, including the person's agent.
- **Resident** – a person who leases (a lot) or rents a mobile home from the mobile home (park) owner.
- **Supervised student** – a law student at the S.J. Quinney College of Law who, under the supervision of a member of the Utah State Bar, participates in the law clinic established under this chapter.

Part 2

57-16a-201 Title

Helpline Administration and Process

57-16a-202 Helpline administration

- A helpline is created to assist a resident, a mobile home owner, or a park owner with **disputes related to the act**.
- The University of Utah S. J. Quinney College of Law shall administer the helpline in accordance with the provisions of this chapter.
- In administering the helpline, the S. J., Quinney College of Law shall:
 - Establish a phone number for the hotline; and create a law clinic that consists of a helpline administrator who is employed by the S.J. Quinney College of Law and is an active member of the Utah State Bar. One or more supervised students and if necessary, one or more assisting attorneys.
 - The helpline administrator, a supervised student, or an assisting attorney shall:
 - Receive and respond to calls made through the helpline.
 - Inform a helpline caller of the rights, responsibilities, and remedies described in the act.
 - Receive complaints from a helpline caller that allege a violation of the act.

Helpline administration

- Create a record of each call that includes;
 - Whether the caller is a resident, a mobile home owner, or a park owner.
 - The subject of the call, including whether the call alleges a violation of the act.
 - If the call alleges a violation of the act, information regarding whether the respondent was contacted.
 - The services provided to the caller, if any, and the outcome of the dispute, if known.
 - Maintain a record of calls described above for at least one year after the day on which the record is created.
- The helpline administrator shall, beginning in 2016, on or before November of each year, submit to the Political Subdivisions Interim Committee a report that, for the 12 months before the day on which the helpline administrator submits the report, states:

Helpline administration

- The number of calls that the helpline administrator, a supervised student, or an assisting attorney received through the helpline.
- A brief summary of each call, including:
 - Whether a resident, a mobile home owner, or a park owner made the call.
 - The subject of the call.
 - The nature of any service provided to the caller and the outcome of the matter, if known and any recommendations regarding changes to the helpline or the act.

57-16a-203

Helpline process

- A helpline caller may call the helpline regarding the rights, responsibilities, and remedies described in the act.
- If the helpline caller alleges a violation of the act, the helpline administrator, a supervised student, or an assisting attorney shall inform the caller of the rights, responsibilities, and remedies described in the act.
- ***Any record or recommendation that relates to the helpline administration is not admissible as evidence in a judicial proceeding.***

57-16

Utah Mobile Home Residency Act

THE MOBILE HOME RESIDENCY ACT IS PART OF THE REAL ESTATE
TITLE AND IS COMPLETELY SEPARATE FROM THE
LANDLORD/TENANT LAW.

FYI

We have **tried to simplify the language and terminology** used in this statute to help those without a legal background or for whom English is a second language to better follow and understand the rights and responsibilities it contains. Even with some knowledge of legal terminology and English as a first language some of us find it hard to follow and pick out the important bits & pieces.

We have paraphrased some parts, moved some around and omitted others that we felt were not really relative to what we are trying to achieve; basically, giving you, residents and home owners, a good basic idea of what the Residency Act contains and how it affects you. **It is a law that affects you every day in so many ways.** We hope this video will help you better understand your rights and responsibilities and those of the park owners.

Those of you with “enquiring minds” that want to know everything it contains, can access it in its entirety on the Utah Legislative Web site.

<http://le.Utah.gov/UtahCode/section.jsp?code=57-16>

57-16-1

Short title

This act shall be known and may be cited as the “Mobile Home Park Residency Act”

Enacted by Chapter 178, 1981 General Session

57-16-2

Purpose (or intent) of chapter

The fundamental right to own and protect land and to establish conditions for its use by others necessitate that the owner of a mobile home park be provided with speedy and adequate remedies against those who abuse the terms of a tenancy. The high cost of moving mobile/manufactured homes; the requirements of mobile home parks relating to their installation; and the cost of landscaping and lot preparation necessitate the owners of mobile homes, located within mobile home parks, be provided with protection from actual or constructive eviction. **It is the purpose of this chapter to provide protection for both the owners of mobile homes located in mobile home parks and for the owners of mobile home parks.**

57-16-3

Definitions (as used in this chapter)

- **Amenities**- physical, recreational or social facilities located at a mobile home park , such as a club house, a park, playground a swimming pool, a hot tub, tennis court or a basketball court. **Within 30 days after a park proposes reducing or restricting amenities, they must schedule at least one meeting to discuss the restriction or reduction with residents and provide at least 10 days advance written notice of the date, time, location, and purposes of the meeting to each resident.**
- **Change of use** – a change of the use of a mobile home park, or any part of it, for a purpose other than the rental of mobile home spaces.
- **Fees** – other charges incidental to a resident’s tenancy including, but not limited to, late fees, charges for pets, storage of recreational vehicles, use of park facilities, and security deposits.
- **Mobile home** – a transportable structure in one or more sections with the plumbing, heating, and electrical systems contained within the unit, which when erected on a site, may be used as a family dwelling without a permanent foundation.
- **Mobile home park** – any tract of land on which two or more mobile home spaces are leased, or offered for lease or rent, to accommodate mobile homes for residential purposes.

Definitions

- **Mobile home space** – means a specific area of land within a mobile home park designed to accommodate one mobile home.
- **Rent** – charges paid for the privilege of occupying a mobile home space, which may include service charges and fees.
- **Service charges** – separate charges paid for the use of electrical and gas service improvements which exist at a mobile home space, or for trash removal, sewage and water, or any combination of the above.
- **Settlement discussion expiration** – the resident has failed to give a written notice of dispute within the period specified or the resident and management of the mobile home park have met together. **If you receive a notice of non-compliance of a park rule, you can request a meeting with the park management by giving them a written notice disputing the notice and requesting a meeting to resolve the dispute. More details in 57-16-4.1 –Meeting to attempt resolution of disputes.**

Amended by Chapter 255, 2002 General Session

57-16-4

Termination of lease or rental agreement—Required contents of lease – Increases in rents or fees – Sale of homes –Notice regarding planned reduction or restriction of amenities.

- A park owner or their agents may not terminate a lease or rental agreement upon any grounds other than as specified in this chapter.
- Each agreement for the lease of a mobile home space shall be written and signed by both parties.
- Each lease shall contain at least the following information:
 - The name and address of the park owner and any persons authorized to act for the owner, **upon whom notice and service of process may be served**.
 - The type of lease: **term** (6 months or more) or **periodic** (month to month) **Residents that have a month to month lease must receive at least a 60 day notice in the mail for any increases in rent or fees or changes in park rules.**
 - In leases entered into on or after May 6, 2002, a conspicuous disclosure describing the protection a resident has against unilateral termination of the lease by the park except for the causes described in Section 57-16-5. **This is a very important section! It has one of the most important protections for residents: eviction for cause only.**

Required content of lease (Very Important)

- A full disclosure of all rent, service charges, and other fees presently being charged on a month-to-month basis and the date they are due. **The dates that rent, fees, and service charges are due can not be changed unless they have provided a 60 day written notice to you before the date is altered. Increases in rent or fees for periodic tenancies are unenforceable until 60 day after notice of the increase is mailed to you.**
- A full disclosure of utility infrastructure owned by the mobile home park owner or its agent that is maintained through service charges and fees charged by the MHPark owner or its agent.
- All rules that pertain to the park that, if broken, may constitute grounds for eviction, **including, in leases entered into on or after May 6, 2002, a conspicuous disclosure regarding the causes for which your lease may be terminated.**

Required content of lease

- You have a right to terminate your lease at any time without cause, when you give the notice specified in your lease.
- You have the right to advertise and sell your home. The type and size of your sign may be restricted by the park. Also, unless your buyer is going to remove your home from the park, they **must** be approved by the management. **It is usually best to have them get approved before you sell, however, some parks may require proof of ownership as a condition of approval or may unconditionally refuse to approve any purchaser who does not register before purchasing the home; however, they may not unreasonably withhold that approval.**
- **A rule or condition of a lease that tries to prevent or unreasonably limit the sale of your home is void and unenforceable.** The park can't compel you, either directly or indirectly, to sell your home, through an agent designated by them. A park may require your home to be removed upon sale if they wish to upgrade the park or your home doesn't meet the size specification or is rundown or in disrepair.

Required contents of lease

- If a park owner or his agent meet all the requirements of the DMV(which are very specific), they may request the names and addresses of the lienholder or owner of any mobile home located in the park from the Motor Vehicle Division.
- If service charges are not included in the rent, the park owner may increase service charges after giving you notice and pass through increases or decreases in electricity rates.
- Annual income to the park for service charges may not exceed the actual cost to the park of providing the services on an annual basis. In determining the costs of the services, the park may include maintenance costs related to those utilities that are part of the service charges.
- **If the park uses a single service meter, the park owner shall include a full disclosure on a resident's utility bill of the resident's utility charges.**
- **The park shall have a copy of this chapter posted at all times in a conspicuous place in the park and a notice that summarizes the rights and responsibilities described in this chapter.**
- **The notice must include information on how to use the Helpline described in Title 57, Chapter 16(a) Mobile Home Park Helpline; and is in a form approved by the office of the Attorney General.**

57-16-4.1

Meeting to attempt resolution of disputes

- If the park determines that you have failed to comply with a park rule, they may not terminate the lease agreement or commence legal proceedings without first giving you a written notice of the noncompliance. The written notice shall:
 - Specify in **detail each and every rule violation** claimed, at that time, by the park and advise you of the following rights.
 - If you disagree with the noncompliance in the written notice, you have the right to require park management to participate in a meeting with you to attempt to resolve the dispute.
 - To do this, you must give the management, **within five days of receiving the notice**, a written notice disputing the noncompliance and requesting a meeting.
 - If you fail to give the park a written notice of dispute **within this time period**, your right to request a meeting under this section is considered to be waived.
 - If you give a timely written notice, the management shall meet with you, in person, to attempt to resolve the dispute **within two days after you give the written notice**, however, both parties can agree to a later date.

Meeting to attempt resolution of disputes

- If the rule violation is for any of the following reasons, **the above does not apply.**
 - Behavior by you, a person who lives with you, or an invited guest or visitors, that threatens or substantially endangers the security, safety, well-being, or health of other persons in the park or threatens or damages property in the park including:
 - Use or distribution of illegal drugs,
 - Distribution of alcohol to minors,
 - Commission of a crime against property or a person in the park.
 - Nonpayment of rent, fees, or service charges.

Think before you say or do something in the heat of the moment and be aware of the potential problems with guests, family or room mates. It can cost you your home!

57-16-5

Cause required for terminating lease – Causes – Cure periods – Notice.

This is one of the most important Sections in 57-16. Avoid, if at all possible, receiving an eviction notice. If you do receive one, **do not ignore it or delay taking action, the time frame for action is VERY short.** Seek legal counsel...this is your home! You can lose it and receive no compensation in as little as 15 days.

57-16-5

Cause required for termination lease

An agreement for the lease of a space in a park may be terminated by mutual agreement or for any one or more of the following causes:

- **Failure to comply with a park rule:**
- **Relating to repair, maintenance, or construction of awnings, skirting, decks, or sheds for a period of 60 days after you receive a written notice of noncompliance from the park. This is where you can dispute it and request a meeting, if you do so within the 5 day time limit.**
- **Relating to any other park rule for a period of **seven days** after the latter to occur of settlement discussion expiration or you receive a written notice of noncompliance from the park, except relating to maintenance of a resident's yard and space, the park may elect **not to proceed with the seven-day cure period.****
- **If the park elects not to proceed with the seven-day cure period, you will receive a **15-day** written notice of noncompliance which shall state:**
 - **That if you do not take care of the problem(s) stated in the notice within 15 days after receiving the notice, the park may enter your space and cure any default.**

Cause required for terminating lease

- State the expected reasonable cost of curing the default.
- You are required to pay all costs incurred by the park to cure the default by the first day of the month following receipt of a billing statement from the mobile home park and that this cost will be considered additional rent and if you fail to pay this cost in a “timely” manner, you will be in default of your lease and you will be subject to all other remedies available to them, **which includes failure to pay rent.**

**** Failure to pay rent is probably the #1 reason for evictions!**

Cause required for terminating lease

- Nonpayment of rent, fees, or service charges for a period of **five days after the due date**.
- **Repeated failures** to follow a park rule, if the original written notice states that another violation of the same or a different rule might result in **forfeiture (eviction)** without any further cure period.
- A change in the land use or condemnation of the park or any part of it.
- A prospective resident provides materially false information on the supplication for residency regarding the prospective resident's criminal history.

57-16-6

Action for lease termination – Prerequisite procedure

A legal action to terminate a lease may not be commenced **except** in accordance with the following procedure.

- Before issuance of any summons and complaint, the park **must send or serve written notice to you.**
 - by delivering a copy of the notice personally;
 - by sending a copy of the notice through registered or certified mail addressed to you at your place of residence.
 - If you are not home, the park can leave a copy of the notice with someone of suitable age and discretion at your home and send a copy by registered or certified mail addressed to you at your place of residence.
 - If they can not leave it with someone at your home, they can attach the notice, in a conspicuous place, to your home and send a copy through registered or certified mail addressed to you at your place of residence.

Action for lease termination

The notice **must include** the following:

- The cause for the notice and, if the cause is one which can be cured, the time in which you have to do so, and the time after which the park may commence legal action against you if you don't comply.
- In the event you fail to follow a park rule, the notice must provide for a cure period, **except** in the case of repeated violations and must state that if the problem is not cured within the time period or a **written** agreement made between you and the park allowing for a variation in the rule or cure period, eviction proceedings may be initiated immediately. **Make sure you get any agreement in writing! Memories are short and verbal agreements are hard to prove.**
- If you, a member of your family, invited guest or visitor to your home commits repeated violations of a rule, **a summons and complaint may be issued three days after a notice is served.**

Remember if you or anyone connected to you behaves in a manner that threatens or substantially endangers the well-being, security, safety, or health of another person in the park or threatens or damages property in the park, **eviction proceedings may commence immediately.**

Action for lease termination

- If you do not pay your rent, fees, or service charges, the notice must provide a five day cure period, but if you don't pay within that time period or a **written agreement** made between you and the park that allows for a variation in the rule or cure period, eviction procedures may be initiated immediately.

If you talk to the park and they agree to a variation in the rule or cure period, GET IT IN WRITING. The law says it must be in writing – verbal agreements don't count. If they won't put it in writing – you don't have an agreement! Read it carefully before you sign, if you don't understand what it says, get help. Your home is on the line.

- Eviction proceedings commenced under this chapter and based on failure to follow a park rule, repeated failure to follow a park rule or rules, and a change in land use or condemnation must be in accordance with the Utah Rules of Civil Procedure and may not be treated as an unlawful detainer action.

Utah Rules of Civil Procedures ---Disclosure and Discovery

Rule 1. General provisions.

Scope of rules. These rules govern the procedures in the courts of the state of Utah in all actions of a civil nature, whether cognizable at law or equity, and in all statutory proceedings, except as governed by other rules promulgated by this court or statutes enacted by the Legislature and except as stated in Rule 81. They shall be liberally construed and applied to achieve the just, speedy, and inexpensive determination of every action. These rules govern all actions brought after they take effect and all further proceedings in actions then pending. If, in the opinion of the court, applying a rule in an action pending when the rules takes effect would not be feasible or would be unjust, the former procedure applies.

These rules cover 27 pages.. If you are going to court and are represented by an attorney, they will probably know these by heart. If you plan on handling your own case, consulting with an attorney first is probably a good idea. There are several clinics in your area that provide these services.

Action for lease termination

Notice required for change in land use or condemnation-Local ordinances forbidden (57-16-18)

If a lease is terminated because of a planned change in land use or condemnation of the park or a portion of the park;

- The owner of the park must send a **notice using first-class mail to each resident of the park** of any planned change in land use or condemnation of the park or any portion of the park at least **nine months** before the day on which the resident is required to vacate the park. **This does not apply to a park condemned by a government entity.**
- If the planned change requires the approval of a governmental agency, the park owner, in addition to the 1st notice must send another notice using first-class mail of the date set for the initial hearing before the governmental agency to each resident **at least seven days before the date scheduled for the initial hearing.** **Attend this meeting and get as many residents as you can to attend with you. Neighbors also, this change may also affect them. LET YOUR VOICES BE HEARD!** This can and has changed the outcome in several cases. Also call your Representatives and let them know how this will affect you. But, remember to be respectful, anger and yelling don't help (even though it might help relieve your frustrations). 😊

Action for lease termination

Notice required for change in land use or condemnation
Local ordinances forbidden (57-16-18)

- If a person was not a resident at the time notice was sent, the park owner must inform the person of the change of use **before** the person becomes a resident, either by first-class mail or personal service.
- During the period between when the park gives notice of the planned land use and the day you are required to vacate the park, **the park owner may not increase rent.**
- A town, city, or county may not enact any ordinance governing the closure of a park.

57-16-7

Rules of parks

A park may make rules related to the health, safety and appropriate conduct of residents and to the maintenance and upkeep of the park. **No change in the rules that is unconscionable is valid.**

- No new or amended rule can take effect, nor provide the basis for an eviction notice, until the expiration of at least:
 - **120 days** - if it requires you to make exterior, physical improvements to your home or space and to incur expenses **greater than \$2,000** in order to comply with the rule.
 - **90 days** – if it requires you to make exterior, physical improvements to your home or space and incur expenses **greater than \$250 to \$2,000** in order to comply with the rule.
 - **60 days** - if it requires you to make exterior, physical improvements to your home or space and incur expenses of **\$250 or less** in order to comply with the rule.
- Before a new or amended rule can become effective, the park **must** provide each resident with a copy of each new or amended rule that **does not appear in your lease agreement** when the rule is made.
- The park may rely upon a good-faith estimate obtained from a licensed contractor to determine which period of time applies. **If the amount seems low/high to what you think the cost will be, ask to see the estimate and if you can have a copy. If the cost is lower, you might want to use the contractor. 😊**

Rules of park

- A park may specify the type of material used, and the methods used in the installation of , underskirting, awnings, porches, fences, or other additions or alterations to the exterior of your home, and may specify the tie-down equipment used in a space, in order to insure the safety and good appearance of the park; but under **no circumstances may it require you to purchase such material or equipment from a supplier designated by the park.**
- Within **30 days** after the park proposes amendments to the park rules, the park **must** schedule at least one meeting for the purpose of discussing the proposed rule amendments with residents and **must provide at least 10 days advance written notice of the date, time, location, and purposes of the meeting to all residents.**

Attend the meeting, this is your chance to have input to the rules you have to live with. Remember to be polite and respectful, anger seldom helps and in some parks may cause you problems. However, being told if you don't like it – LEAVE – does not meet the intent of this section.

Rules of park

- No park may charge an entrance fee, exit fee, nor installation fee, but reasonable landscaping and maintenance requirements may be included in the park rules. You are responsible for all cost incident to connection of your home to existing park facilities and for the installation and maintenance of your home on the space.
- Nothing in this section shall be construed to prohibit a park from requiring a reasonable initial security deposit.

57-16-7.5

Payment of rent required after notice – Summary judgment.

- You **must** continue to pay the park all rent required by the lease after being served with any notice, **except a notice for nonpayment of rent.**
- In cases not involving payment of rent, the park **may accept rent** without waiving any rights under this chapter.
- If you fail to pay rent, the park will be entitled to summary judgment for:
 - The rent owed,
 - Termination of the lease, and
 - Restitution of the premises. (the lot) **If your home is still on the lot and you can't sell or move it in the time given, you lose your home.**

The summary judgment as provided will be granted even if a five- day notice to pay or quit was not served, so long as another appropriate notice was served.

57-16-8

Payment of rent and fees during pendency of eviction proceedings.

- If you elect to contest an eviction proceeding, while the case is being decided, all **rents, fees and service charges** due and incurred during this time **must be paid into the court** according to the current park payment schedule. **Failure to pay may**, in the discretion of the court, constitute grounds for granting summary judgment in favor of the park. **Don't take the chance – pay them.**
- When the case is decided, the court will order all amounts paid into the court to be paid to the park.
- The **prevailing party** is also entitled to **court costs and reasonable attorney's fees.**

If you go to court and win, be sure to ask your attorney to request this. It is not automatically given.

57-16-9

Lienholder's liability for rent and fees.

- The lienholder of record of a home, or if there is no lienholder, the owner of the home, is primarily liable to the park owner or operator for rent and service charges if a mobile home is not removed with 10 days after receipt of written notice that a home has been abandoned, or that a writ or restitution has been issued.
- The lienholder or owner of a mobile home, however, is only liable for rent that accrues from the day the lienholder or owner of the home receives notice. Rent must be paid on a monthly basis on the due date established in the lease agreement. The lienholder or owner of the home is not responsible for any rent if the home is removed **within 10 days after they receive the notice**.
- If the lienholder pays rent and service charges, the lienholder must have the unconditional right to resell the home within the park, subject to the purchaser being approved to be a resident by the park, the park cannot unreasonably withhold the approval.
- If the lienholder or owner of the home does not commence paying rent and service charges to the park **within 30 days after receiving a written notice**, the park may require the lienholder or owner of the home to remove the home from the park and will be liable for all rent which accrues from the date of the notice to the date the home is removed.

Lienholder's liability for rent and fees.

- The notice must be sent to the lienholder or owner of the home by certified mail, return receipt requested, and must inform them that the park may require them to remove the home from the park if they have not commenced paying rent and service charges to the park within **30 days after they receive the notice**.
- If at the time of sale, the home is in a rundown condition or in disrepair and does not meet the park's minimum size specifications or does not comply with reasonable park rules, the park may require that the home be removed from the park. The lienholder shall have **60 days** to make repairs and comply with park rules after notice of the required repairs and rule violations is given to them by the park.
- If the lienholder or owner of the home does not commence paying rent and services within 30 days of written notice and does not remove home within the **30 day period**, the park has the right to immediately remove the home and store it on behalf of the lienholder or owner of the home and to recover moving and storage costs.

Lienholder's liability for rent and fees.

- The prevailing party is entitled to court costs and reasonable attorney fees for any action commenced to enforce any rights under this section.
- If a lienholder pays rent and service charges, the home is not considered abandoned, however, the personal property in the mobile is considered abandoned.

57-16-10 Utility service to mobile home parks – Limitation on provider's charges.

Local water, sewer, and sanitation entities, including those administered by municipalities and counties which provide water, sewer, or garbage collection services to the park shall not receive a greater percentage net return from supplying them than they receive from other residential customers. The net return is determined by taking into consideration the costs of maintenance and depreciation of the mobile home park facilities and all savings on administrative cost, including cost of billing residents.

57-16-11 Rights and remedies not exclusive.

The rights and remedies granted by this chapter are cumulative and not exclusive.

57-16-12 Waiver of rights and duties prohibited

No park or **resident may agree** to waive any right, duty or privilege conferred by this chapter.

57-16-13

Abandonment

Abandonment of a mobile home space and a mobile home within a mobile home park is presumed in either of the following situations.

- Neither you or the occupant of the home have notified the park that you will be absent from the space or home, nor paid rent within **45 days after the due date**.
- The park owner has no reasonable evidence, other than the presence of your personal property that you are continuing to occupy the space or home.
- You have not notified the park that you will be absent from the space where your home is located and have failed to pay the rent when due.
- Your personal property has been removed from the home and there is no reasonable evidence that you or any one else is occupying the space of home.

57-16-14

Abandoned premises – Retaking by owner – Liability of resident or occupant – Personal property of resident or occupant left on mobile home space.

- In the event of abandonment, the park may retake the mobile home space and attempt to relet the space at a fair rental value. The resident or occupant who abandoned the space is liable:
 - For the entire rent, service charges, and fees that would otherwise be due until the premise is relet or for a period not to exceed 90 days, whichever comes first and any cost incurred by the park to relet the space at fair market value, including the costs of:
 - Moving the mobile home from the space, storing the home and restoring the space to a reasonable condition, including the cost of replacing or repairing landscaping that was damaged by the resident.
 - If the resident has abandoned the space, the home, or both, and has left personal property, including the home, on the space, the park is entitled to remove the property from the space, store it for the resident and recover actual moving and storage costs from the resident, the occupant, or both.
 - With respect to the home, however, the park may elect to contact the lienholder, or to store the home on the space, while attempting to notify the resident or occupant.

Liability of resident or occupant – Personal property of resident or occupant left on mobile home space.

- The park **must make reasonable efforts** to notify the resident of the location of the personal property, and that the personal property will be sold at the expiration of **30 days** if not redeemed and removed by the resident. Reasonable efforts require that the park **send written notice** by regular mail to the resident at the last known address within the park if the park is unaware of any **subsequent address**.
- To redeem the personal property, you will be required to pay the reasonable storage and moving charges.
- If the property has been in storage for over **30 days**, notice has been given and the resident has made no reasonable effort to recover the property, the park may sell the property and apply the proceeds toward any amount you owe or donate the property to charity or dispose of the property.

Liability of resident or occupant – Personal property of resident or occupant left on mobile home space.

- If the property has been in storage for over **30 days**, notice has been given and the resident has made no reasonable effort to recover the property, the park may sell the property and apply the proceeds toward any amount owed by the resident or the park may donate the property to charity or dispose of the property.
- Any excess money from the sale of the personal property, including the home, must be handled as specified in Title 67, Chapter 4a, Part 2, Standards for Determining When Property is Abandoned or Unclaimed.

Title 67, Chapter 4a, Part 2

(a) For purposes of this section, property is payable or distributable even if the owner has failed to demand the property or to present any instrument or document required to receive payment.

(b) Except as otherwise provided by this chapter, net property is considered abandoned if it is not claimed by the owner within three years after it becomes payable or distributable.

Amended by Chapter 18, 2007 General Session

Liability of resident or occupant – Personal property of resident or occupant left on mobile home space.

- Nothing contained in this chapter shall be in derogation of or alter the owner's rights under Title 38, Chapter 3, Lessors' Liens.

(get guidance)

57-16-15

Eviction proceeding

- Eviction proceedings commenced under this chapter **must comply** with the following:
 - A judgment may be entered upon the merits or upon default. A judgment entered in favor of the plaintiff (**the park**) may include an order of restitution of the premises and declare the forfeiture of the lease or agreement.
 - The jury, or the court if the proceedings are tried without a jury or upon the defendant's (you) default, must assess the damages resulting to the plaintiff from any of the following:
 - Waste of the premises during the resident's tenancy, if waste is alleged in the complaint and proved, the amount of rent due and if the lease or agreement provides for reasonable attorney fees, the court must order reasonable attorney fees to the prevailing party. (**it could be you- don't forget to have your attorney ask for them**)
 - Except as stated below, after judgment has been entered judgment and restitution may be enforced no sooner than 15 days from the date the judgment is entered. The person who commences the action (**the park**) must mail through registered or certified mail a copy of the judgment to the resident, the resident's agent or attorney as required.

Eviction proceeding

- If you have given to the park post judgment rent, in the form of cash, cashier's check, or certified funds, then restitution may be delayed for the period of time covered by the post judgment rent, which time period can't exceed **15 days from the date of the judgment** unless a longer period is agreed to in writing by the park.
- Eviction proceedings commenced under this chapter and based on causes of action set forth (guidance)

57-16-16

Mobile home park residents' associations.

As used in this section:

- **Park operator** – an owner, operator, or manager of a mobile home park, including an employee, agent, or independent contractor of the owner, operator, or manager.
- **Primary resident association** – for a park with more than one resident association, the resident association that has more members than any other resident association within the park.
- **Resident association** – an organization of the park residents organized to address their common interests and concerns relating to the park.
- **Resident entity** – a noncommercial entity that advocates for residents of the park or addresses issues relating to parks that affect or are of concern to the residents.

Residents' Associations

- Residents in a park may form a resident association and participate in a regional, state, or national resident association or advocacy group.
- A resident association may limit membership in a resident association to owners of manufactured homes within a park if the purpose of the association is to purchase some or all of the park.
- There may be more than one resident association for the park, however, the park operator is not required to acknowledge any resident association other than the primary resident association. At a meeting at which a majority of members are present, association members may elect officers of the association and adopt bylaws.
- Except in an emergency, the association must provide a seven day notice of a meeting to all residents in the park. Any resident of a park may attend a meeting, whether or not they are a member of the association.

Residents' Association

- An officer or member of an association may not be held personally responsible or liable for an **act of omission** of the association itself or of another officer or member; however, this does not limit the liability of an individual who is an officer or member for the **individual's act of omission**.
(The failure to do something that is legally required)
 - A park operator may not be a member of the association or attend a meeting unless given a written invitation by an officer of the association.
 - **Unlawfully interfere with the association's operation or a resident's right to contact a state or local health department, a municipality, or other group to complain about the health and safety conditions of the park or harass or threaten the association.**
 - A resident association may not impose fees, dues, or assessments upon its members unless a majority agrees **or harass or threaten a park operator.**
 - **A park operator must permit meetings by the park's association within the park relating to manufactured home living or social for educational purposes, including forums for or speeches by public officials or candidates for public office.**

Residents' Association

- Except for reasonable time, place and manner limitations, a park operator **can't prohibit or adopt a rule prohibiting** a park resident or a resident entity from exercising within the park **the right of free expression for noncommercial purposes, including peacefully organizing, assembling, canvassing, petitioning, leafleting, or distributing written, noncommercial material within the mobile home park.**
- The association may schedule with the park operator the use of the park's common facilities, if any, free of charge, however, they are responsible for any damage to the park's common facilities caused by a member, guest or invitee. A park operator may reasonably limit the frequency of the association's use of the common facility if they are allowed to use it **at least once a week.**
- A park operator **may not** charge a resident or resident association a security deposit to use the common facility that exceeds the amount normally and uniformly charged as a security deposit for its use. **However,** a park operator **may require liability insurance** if the rules of the park permit the consumption of alcoholic beverages in the common facility and alcoholic beverages are to be served at a meeting or private function of the association.

Residents' Association

- A park operator **may not** alter or refuse to renew an existing rental agreement, change a rule of the park, enforce a park rule in a unreasonable or non-uniform way; bring or threaten to bring an eviction action or other civil action; or take any other action in **retaliation** based primarily on you expressing an intention to complain or having complained to a governmental agency about a matter relating to the park.
 - Making a complaint in good faith to the park operator;
 - **Filing or expressing an intention to file** a lawsuit or administrative action against the park operator, or
 - testifying in a judicial or administrative proceeding of before a public body.
- However this does not limit a defense available under the law to a resident in an eviction action.**
- This section may not be construed to prohibit a park operator from:
 - Evicting a tenant as provided in other provisions of this chapter; or exercising other rights the park operator has under applicable law.