

Know Your Rights*

SUMMARY OF THE COLORADO MOBILE HOME PARK ACT

*This Summary was prepared by Kathleen M. Byrne, attorney with Treece Alfrey Musat P.C. in Denver, Colorado. This Summary was current at the time of drafting (Oct. 2017) and does not reflect all provisions of the Act. Laws can and do change. This Summary is not legal advice and DOES NOT create an attorney-client relationship. With significant assistance from Homeowners, Treece Alfrey Musat P.C. handles some cases involving Park Owners' serious violations of the Act that affect the entire Park. ©2017

Under the Colorado Mobile Home Park Act ("Act"), Colorado Revised Statutes §§ 38-12-200.1 et seq., every Homeowner has the right to: "protection from abuse or disregard of state or local law"; "peaceful enjoyment" of the mobile home space, "free from unreasonable, arbitrary, or capricious rules and enforcement thereof"; and a tenancy "free from harassment." This Summary uses the term "Park Owner" to mean the owner or manager or landlord of the park, or their agents; the term "Homeowner" means the owner or resident of a mobile home in a mobile home park. The Act applies to a mobile home park ("Park") that has 5 or more occupied mobile homes. §38-12-201.5(3); §38-12-219.

1. **LEASE REQUIREMENTS:** A mobile home park lease must be in writing. A lease must state: (a) the term (or length) of the tenancy and the amount of rent; (b) the day rent payment is due; (c) the day when unpaid rent shall be considered late or in default; (d) the rules then in effect; (e) the "name and mailing address where a manager's decision can be appealed"; and (f) all charges other than rent. The Park Owner and the Homeowner must sign the lease; each must get a copy. A lease provision that waives the Homeowner's rights under the Act is unenforceable. A standard lease is month-to-month. If the Homeowner requests in writing, or to conform to a standard anniversary date, a lease may be for less than a year; the Park Owner may allow leases of more than a year. §38-12-201.5(7); §38-12-202; §38-12-213.

2. **PAYMENT OF RENT AND OTHER CHARGES:** Rent must be paid when due; if a Homeowner does not pay the rent when due, the Park Owner may terminate a tenancy if the rent is not paid within 5 days of a written notice to pay. A Homeowner cannot be evicted for failure to pay "utility charges and incidental services charges other than those" stated in the lease. §38-12-204(1); §38-12-207(2).

3. **RENT INCREASE:** 60 days' advance written notice is required, stating the amount of increase; its effective date; and, unless in the lease, the name, address, and phone of the Park Owner's chief executive officer or managing partner. §38-12-204(2).

4. **PARK RULES:** Park rules and regulations ("Rules") must be in writing and "established" in the lease. (Unwritten rules are not enforceable.) The content of Rules is limited by the Act. A Park's Rules are enforceable only if: (a) "Their purpose is to promote the convenience, safety, or welfare of the home owners, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities held out for the home owners generally; (b) They are reasonably related to the purpose for which they are adopted; (c) They are not retaliatory or discriminatory in nature;" and (d) they are sufficiently clear "to fairly inform [a homeowner of what he or she] must or must not do to comply." Rules may be changed without the consent of the Homeowner, but the Park Owner must give 60 days' advance notice of the new Rules, and the new Rules must be "reasonable." If a new Rule: (a) imposes "restrictions or requirements" on the mobile home itself, (b) was adopted without Homeowner

consent, and (c) was adopted after the home was located in the Park, the Park Owner must prove that Rule is reasonable if violation of that Rule is the basis for eviction. The Park Owner may require a mobile home to be brought into compliance with new Rules when home ownership is transferred, unless the transfer is between co-owners. If the Park Owner issues a notice to quit based on the violation of a Rule, the Homeowner has 30 days from the date the notice was served to cure any noncompliance with Rules, unless it is a second violation of the same Rule within a 12-month period. §38-12-203(1)(c); §38-12-214(1).

5. REASONS FOR TERMINATION: THE REASONS FOR TERMINATION OF A TENANCY IN A MOBILE HOME PARK ARE LIMITED TO THOSE STATED IN THE ACT. The proper reasons for termination are: (a) failure of a Homeowner to comply with regulations, ordinances or laws relating to mobile homes or lots; (b) conduct of the Homeowner, within the Park, “which constitutes an annoyance to other home owners or interference with park management”; (c) failure of the Homeowner to comply with properly enacted and appropriate rules of the Park; (d) condemnation of the Park by a government authority or a change in use of the Park; (e) making false or misleading statements on a lease application; (f) conduct within the Park of the Homeowner or guest that “unreasonably endangers” a life or “constitutes willful, wanton, or malicious damage” to property or “constitutes a felony” or is the basis for an action to declare a mobile home or its contents a public nuisance. A tenancy may also be terminated for nonpayment of rent. “Expiration” of a lease is not a proper reason for termination. §38-12-203(1); §38-12-204(1).

6. PARK OWNER RESPONSIBILITIES: The Park Owner shall maintain and repair: any sewer lines, water lines, utility service lines, or related connections owned and provided by the Park Owner to the mobile home’s utility pedestal or pad space; any accessory buildings or structures owned by the Park Owner and provided for Homeowners’ use; and the mobile home grounds and facilities. If the Park Owner fails to do so, the Park Owner must pay any resulting damage to a mobile home. The Park Owner must account for utility charges collected from Homeowners and timely remit the payments to the utility service. § 38-12-212.3; §38-12-212.7(1).

7. NOTICE TO QUIT/ NOTICE OF NONPAYMENT OF RENT (PRIOR TO EVICTION ACTION): The Park Owner must serve a Homeowner with a notice before a tenancy may be terminated. The notice must specify the reason for termination; time for action on the notice depends on that reason. If the reason is nonpayment of rent, the notice must give the Homeowner five days from the notice date to pay or remove the home. If the reason is dangerous, damaging, or criminal conduct, or relates to a pending nuisance action, 10 days’ advance notice is sufficient. If the reason is that the mobile home is occupied by a non-owner in violation of Park Rules, 30 days’ advance notice is sufficient. Otherwise, the Park Owner must generally give the Homeowner at least 60 days from the date the notice is served to remove a mobile home. Contents of notice: a notice to quit must be in writing; describe the property and when the tenancy will terminate; and be signed by the Park Owner. If the reason for termination is violation of Rules, the notice must advise of the Homeowner’s right to cure noncompliance within 30 days. Service of notice. The notice may be served by delivery to an occupant of the mobile home or by affixing it to the mobile home’s front door. §38-12-202; §38-12-203.

8. ACTION FOR TERMINATION OF TENANCY (EVICTION ACTION): If the notice period expired without payment of rent or the curing of noncompliance, if applicable, the Park Owner may serve a complaint for eviction (or forcible entry and detainer) on the Homeowner. The complaint must state a proper reason for termination and may be personally served on the Homeowner or, if personal service cannot be made, then “affixed” to the mobile home’s main entrance. It must also be mailed to that address. The Park Owner must prove proper notice was given to the Homeowner. A Homeowner may

challenge the reasons for termination as false or invalid. If judgment in the eviction action is for the Park Owner, the Homeowner will be served with an order showing any amounts owed. A notice of judgment will issue and will, in most cases, allow between 48 hours and, if the Homeowner pays the amounts owed and rent in advance, 30 days for removal of the mobile home. If the mobile home is not removed, the Park Owner and sheriff can take possession of it for removal and storage; costs may apply. §38-12-202.5; §38-12-203(2); §38-12-208; see §13-40-112.

9. SALE OF MOBILE HOME PARK/ CHANGE IN USE: If a Park Owner intends to sell, or change the use, of the Park, the Park Owner must give notice to each Homeowner and the municipality or county. For a sale, notice need be given only once for any particular contract to sell, at least 10 days before the first scheduled closing of the sale. Such notice need not be given if the sale is between certain related persons or entities. For a change of use (from a mobile home park to something else), notice must be given at least 180 days before the change in use will occur. §38-12-217.

10. HOMEOWNERS' ASSOCIATIONS; PURCHASE OF PARK: Homeowners have the right to meet and establish homeowners' associations ("HOA"). Meetings must be allowed in a Park common area or hall; meetings may not occur in Park streets. HOA members may form a cooperative to offer to purchase or finance a Park. §38-12-206; §38-12-218.

11. MOBILE HOME SALES AND SELLERS: Unless the Park is new, a Park Owner shall not limit from whom a Homeowner can buy a mobile home. Mobile home sellers cannot dictate where a buyer locates a mobile home as a condition of a sale. Sellers shall not pay a Park Owner to accept the seller's mobile homes. §38-12-210; §38-12-212; §38-12-215(1).

12. RIGHT TO SUE/ ATTORNEY FEES: These clauses may allow an attorney acting for Homeowners to collect attorney fees from the Park Owner. A Homeowner has the right to sue the Park Owner when the Park Owner "has violated any provision" of the Act. The Homeowner "shall be entitled to actual economic damages and reasonable attorney fees and costs if the home owner is successful in the action." A Park Owner or a Homeowner may bring a civil action for violation of the lease or the Act. The court may award actual damages or other relief, and may award "court costs and attorney fees ... to the prevailing party" if the civil action was brought for a "legally sufficient reason." §38-12-209; §38-12-220.