

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

**REREVISED**

*This Version Includes All Amendments  
Adopted in the Second House*

LLS NO. 20-0603.01 Richard Sweetman x4333

**HOUSE BILL 20-1196**

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**House Committees**

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**Senate Committees**

Judiciary  
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**A BILL FOR AN ACT**

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

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**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.

SENATE  
3rd Reading Unamended  
June 5, 2020

SENATE  
2nd Reading Unamended  
June 4, 2020

HOUSE  
3rd Reading Unamended  
March 9, 2020

HOUSE  
Amended 2nd Reading  
March 6, 2020

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.

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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 OR  
24 EXCESSIVE MANNER, OR IN A NONUNIFORM MANNER TO THE EXTENT THAT  
25 THE NONUNIFORM INCREASE OR DECREASE IS UNRELATED TO A  
26 LEGITIMATE BUSINESS PURPOSE;

27 (b) ISSUING MANDATORY FEES IN A SELECTIVE OR EXCESSIVE

1 MANNER, OR IN A NONUNIFORM MANNER TO THE EXTENT THAT THE  
2 NONUNIFORM ISSUANCE OF THE FEES IS UNRELATED TO A LEGITIMATE  
3 BUSINESS PURPOSE;

4 (c) ISSUING WARNINGS, CITATIONS, OR FINES THAT ARE NOT  
5 LAWFUL;

6 (d) SERVING NOTICES OR THREATENING EVICTION WHEN THE  
7 NOTICES OR THREATS ARE NOT REASONABLY JUSTIFIED;

8 (e) BILLING A HOME OWNER IN A SELECTIVE OR EXCESSIVE  
9 MANNER, OR IN A NONUNIFORM MANNER TO THE EXTENT THAT THE  
10 NONUNIFORM BILLING IS UNRELATED TO A LEGITIMATE BUSINESS PURPOSE,  
11 FOR AN ITEM OR SERVICE FOR WHICH THE HOME OWNER HAS NOT  
12 PREVIOUSLY BEEN BILLED;

13 (f) CREATING OR MODIFYING RULES AND REGULATIONS OF THE  
14 PARK THAT ARE NOT REASONABLY RELATED TO A LEGITIMATE PURPOSE;

15 (g) SELECTIVELY ENFORCING RULES OR REQUIREMENTS OF THE  
16 PARK;

17 (h) CONDUCTING MANAGEMENT VISITS THAT ARE SELECTIVE,  
18 NONUNIFORM, OR EXCESSIVE; EXCEPT THAT THIS SUBSECTION (12)(h)  
19 DOES NOT INCLUDE MANAGEMENT VISITS THAT ARE CONDUCTED FOR THE  
20 PURPOSE OF PROVIDING NOTICES THAT ARE REQUIRED BY LAW OR BY A  
21 RENTAL AGREEMENT;

22 (i) ALTERING OR REFUSING TO RENEW AN EXISTING RENTAL  
23 AGREEMENT;

24 (j) SURVEILLING A HOME OWNER WHO SUBMITS AN ORAL OR  
25 WRITTEN COMPLAINT ABOUT A MOBILE HOME PARK TO THE MANAGEMENT  
26 OR TO ANY FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY; EXCEPT  
27 THAT THIS SUBSECTION (12)(j) DOES NOT INCLUDE ROUTINE,

1 NONEXCESSIVE COMMUNITY INSPECTIONS OR DOCUMENTING,  
2 PHOTOGRAPHING, OR RECORDING OF VIOLATIONS OF LAW, THE RENTAL  
3 AGREEMENT, OR THE RULES AND REGULATIONS OF THE PARK; OR

4 (k) REPORTING OR PUBLICIZING DAMAGING INFORMATION ABOUT  
5 A HOME OWNER WHO SUBMITS AN ORAL OR WRITTEN COMPLAINT ABOUT  
6 A MOBILE HOME PARK TO THE MANAGEMENT OR TO ANY FEDERAL, STATE,  
7 OR LOCAL GOVERNMENT AGENCY.

8 (13) "TENANCY" MEANS THE RIGHT OF A HOME OWNER TO:

9 (a) LOCATE, MAINTAIN, AND OCCUPY A MOBILE HOME, INCLUDING  
10 ACCESSORY STRUCTURES FOR HUMAN HABITATION, ON A SPACE WITHIN A  
11 PARK;

12 (b) MAKE IMPROVEMENTS TO THE SPACE; AND

13 (c) USE THE SERVICES AND FACILITIES OF THE PARK.

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

16 **38-12-202. Tenancy - notice to quit.** (1) (c) (I) Except as  
17 otherwise provided in ~~subparagraph (H) of this paragraph (c) the~~  
18 SUBSECTIONS (1)(c)(II) AND (3) OF THIS SECTION, THE MANAGEMENT  
19 SHALL GIVE A home owner ~~shall be given a period of not less than~~ AT  
20 LEAST ~~sixty~~ NINETY days AFTER THE DATE THE NOTICE IS SERVED OR  
21 POSTED TO SELL THE MOBILE HOME OR remove ~~any mobile home~~ IT from  
22 the premises. ~~from the date the notice is served or posted. In those~~  
23 ~~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 (II) If ~~the~~ MANAGEMENT TERMINATES A tenancy ~~is terminated~~ on  
2 grounds ~~specified~~ DESCRIBED in section 38-12-203 (1)(f), THE  
3 MANAGEMENT SHALL GIVE the home owner ~~shall be given a period of not~~  
4 ~~less than~~ AT LEAST ten days AFTER THE DATE THE NOTICE IS SERVED OR  
5 POSTED to SELL THE MOBILE HOME OR remove ~~any mobile home~~ IT from  
6 the premises. ~~from the date the notice is served or posted.~~

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

15 (3) IN ANY NOTICE PROVIDED BY THE MANAGEMENT AS REQUIRED  
16 BY THIS SECTION, the ~~landlord or management of a mobile home park~~  
17 shall specify ~~in the notice required by this section,~~ the reason for the  
18 termination, as described in section 38-12-203, of ~~any~~ THE tenancy ~~in~~  
19 ~~such mobile home park~~ THAT IS THE SUBJECT OF THE NOTICE. If the  
20 MANAGEMENT IS TERMINATING THE tenancy ~~is being terminated based on~~  
21 BECAUSE the mobile home or mobile home lot ~~being~~ IS OUT OF  
22 COMPLIANCE WITH LOCAL ORDINANCES OR STATE LAWS OR RULES  
23 RELATING TO MOBILE HOMES AND MOBILE HOME LOTS, AS DESCRIBED IN  
24 SECTION 38-12-203 (1)(a), OR out of compliance with ~~the~~ WRITTEN rules  
25 and regulations ~~adopted pursuant to~~ OF THE MOBILE HOME PARK, AS  
26 DESCRIBED IN section 38-12-203 (1)(c), the notice ~~required by this section~~  
27 ~~shall~~ MUST include a statement advising the home owner that the home



1 owner has a right to cure the noncompliance within ~~thirty~~ NINETY days of  
2 AFTER the date of service or posting of the notice to quit. ~~The thirty-day~~  
3 THIS NINETY-DAY period to cure any noncompliance set forth in this  
4 ~~subsection (3) shall run~~ RUNS concurrently with the ~~sixty-day~~ NINETY-DAY  
5 period to SELL THE MOBILE HOME OR remove a ~~mobile home~~ IT from the  
6 premises as set forth in ~~paragraph (c) of subsection (1) and subsection (2)~~  
7 SUBSECTION (1)(c)(I) of this section. RENT PAYMENT AND OTHER AGREED  
8 TENANT OBLIGATIONS REMAIN IN EFFECT DURING THIS NINETY-DAY  
9 PERIOD, AND acceptance of rent by the A landlord or management of a  
10 ~~mobile home park~~ during the ~~thirty-day~~ THIS NINETY-DAY ~~right-to-cure~~  
11 period set forth in ~~section 38-12-203 (1)(c)~~ shall DOES not constitute a  
12 waiver of the landlord's right to terminate the tenancy for any  
13 noncompliance set forth DESCRIBED in section 38-12-203 ~~(1)(c)~~ (1)(a) OR  
14 (1)(c).

15 (4) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION,  
16 IN ANY ACTION TO TERMINATE A HOME OWNER'S TENANCY BASED ON A  
17 VIOLATION DESCRIBED IN SECTION 38-12-203 (1)(a), THE PERIODS OF TIME  
18 SET FORTH IN THIS SECTION TO PROVIDE HOME OWNERS NOTICE OR A RIGHT  
19 TO CURE ARE SUPERSEDED BY ANY LOCAL ORDINANCES, STATE LAWS OR  
20 RULES, OR COURT ORDERS THAT REQUIRE A HOME OWNER'S COMPLIANCE  
21 WITHIN A SHORTER TIME PERIOD.

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

25 **38-12-203. Reasons for termination.** (1) THE MANAGEMENT OF  
26 A MOBILE HOME PARK MAY TERMINATE a tenancy ~~shall be terminated~~  
27 pursuant to this part 2 only for one or more of the following reasons:

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

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

8 (c) EXCEPT IN THE CASE OF A HOME OWNER WHO CURES A  
9 NONCOMPLIANCE AS DESCRIBED IN SECTION 38-12-202 (3), failure of the  
10 home owner to comply with written rules and regulations of the mobile  
11 home park ~~either~~ THAT ARE ENFORCEABLE PURSUANT TO SECTION  
12 38-12-214 (1), ARE NECESSARY TO PREVENT MATERIAL DAMAGE TO REAL  
13 OR PERSONAL PROPERTY OR TO THE HEALTH OR SAFETY OF ONE OR MORE  
14 INDIVIDUALS, AND WERE:

15 (I) Established by the management in the rental agreement at the  
16 inception of the tenancy;

17 (II) Amended ~~subsequently thereto~~ AFTER THE INCEPTION OF THE  
18 TENANCY with the consent of the home owner; or

19 (III) Amended ~~subsequently thereto~~ AFTER THE INCEPTION OF THE  
20 TENANCY without the consent of the home owner ~~on~~ AFTER PROVIDING  
21 sixty days' PRIOR written notice ~~if the amended rules and regulations are~~  
22 ~~reasonable; except that the home owner shall have thirty days from the~~  
23 ~~date of service or posting of the notice to quit set forth in section~~  
24 ~~38-12-202 (3) to cure any noncompliance on the mobile home or mobile~~  
25 ~~home lot before an action for termination may be commenced, except if~~  
26 ~~local ordinances, state laws and regulations, park rules and regulations,~~  
27 ~~or emergency, health, or safety situations require immediate compliance.~~

1 ~~If a home owner was in violation or noncompliance pursuant to this~~  
2 ~~paragraph (c) and was given notice and a right to cure such~~  
3 ~~noncompliance and within a twelve-month period from the date of service~~  
4 ~~of the notice is in noncompliance of the same rule or regulation and is~~  
5 ~~given notice of the second noncompliance, there shall be no right to cure~~  
6 ~~the second noncompliance. Regulations applicable to recreational~~  
7 ~~facilities may be amended at the reasonable discretion of the~~  
8 ~~management. For purposes of this paragraph (c), when the mobile home~~  
9 ~~is owned by a person other than the owner of the mobile home park, the~~  
10 ~~mobile home is a separate unit of ownership, and regulations that are~~  
11 ~~adopted subsequent to the unit location in the park without the consent of~~  
12 ~~the home owner and that place restrictions or requirements on that~~  
13 ~~separate unit are prima facie unreasonable. Nothing in this paragraph (c)~~  
14 ~~shall prohibit a mobile home park owner from requiring compliance with~~  
15 ~~current park unit regulations at the time of sale or transfer of the mobile~~  
16 ~~home to a new owner. Transfer under this paragraph (c) shall not include~~  
17 ~~transfer to a co-owner pursuant to death or divorce or to a new co-owner~~  
18 ~~pursuant to marriage~~ TO THE HOME OWNER.

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

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

3 (f) Conduct of the home owner or any lessee of the home owner  
4 or any guest, agent, invitee, or associate of the home owner or lessee of  
5 the home owner that:

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

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

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

17 **38-12-204.3. Notice required for termination.** (2) The notice  
18 required under this section must be in at least ten-point type and must  
19 read as follows:

20 **IMPORTANT NOTICE TO THE HOME OWNER:**  
21 This notice and the accompanying notice to  
22 quit/notice of nonpayment of rent are the first steps in the  
23 eviction process. Any dispute you may have regarding the  
24 grounds for eviction should be addressed with your  
25 landlord or the management of the mobile home park or in  
26 the courts if an eviction action is filed. Please be advised  
27 that the "Mobile Home Park Act", part 2 of article 12 of

1 title 38, Colorado Revised Statutes, AND THE "MOBILE  
2 HOME PARK ACT DISPUTE RESOLUTION AND ENFORCEMENT  
3 PROGRAM" CREATED IN SECTION 38-12-1104, COLORADO  
4 REVISED STATUTES, may provide you with legal protection.

5 NOTICE TO QUIT: IN ORDER TO TERMINATE A  
6 HOME OWNER'S TENANCY, the landlord or management of  
7 a mobile home park must serve to a home owner a notice  
8 to quit. ~~in order to terminate a home owner's tenancy.~~ The  
9 notice must be in writing and must contain certain  
10 information, including:

- 11 ! The grounds for the termination of the  
12 tenancy;
- 13 ! Whether or not the home owner has a right to  
14 cure under the "Mobile Home Park Act"; and
- 15 ! That the home owner has the option of  
16 mediation pursuant to section 38-12-216,  
17 Colorado Revised Statutes, of the "Mobile  
18 Home Park Act" AND THE OPTION OF FILING  
19 A COMPLAINT THROUGH THE "MOBILE HOME  
20 PARK ACT DISPUTE RESOLUTION AND  
21 ENFORCEMENT PROGRAM" CREATED IN  
22 SECTION 38-12-1104, COLORADO REVISED  
23 STATUTES.

24 NOTICE OF NONPAYMENT OF RENT: IN ORDER  
25 TO TERMINATE A HOME OWNER'S TENANCY DUE TO  
26 NONPAYMENT OF RENT, the landlord or management of a  
27 mobile home park must serve to a home owner a notice of

1 nonpayment of rent. ~~in order to terminate a home owner's~~  
2 ~~tenancy.~~ The notice must be in writing and must require  
3 that the home owner either make payment of rent ~~and any~~  
4 ~~applicable fees due and owing~~ or ~~remove~~ SELL the owner's  
5 unit OR REMOVE IT from the premises within a period of not  
6 less than ten days after the date the notice is served or  
7 posted, for failure to pay rent when due.

8 CURE PERIODS: If the home owner has a right to  
9 cure under the "Mobile Home Park Act", the landlord or  
10 management of a mobile home park cannot terminate a  
11 home owner's tenancy without first providing the home  
12 owner with a time period to cure the noncompliance.  
13 "Cure" refers to a home owner remedying, fixing, or  
14 otherwise correcting the situation or problem that ~~caused~~  
15 ~~the tenancy to be terminated~~ MADE THE TENANCY SUBJECT  
16 TO TERMINATION pursuant to sections 38-12-202,  
17 38-12-203, or 38-12-204, Colorado Revised Statutes.

18 COMMENCEMENT OF LEGAL ACTION TO  
19 TERMINATE THE TENANCY: After the last day of the  
20 APPLICABLE notice period REQUIRED BY SECTION 38-12-202  
21 (1)(c), COLORADO REVISED STATUTES, a legal action may  
22 be commenced to take possession of the space leased by  
23 the home owner. In order to evict a home owner, the  
24 landlord or management of the mobile home park must  
25 prove:

26 ! The landlord or management complied with  
27 the notice requirements of the "Mobile Home

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Park Act";

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

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

~~A home owner must appear in court~~ To defend against an eviction action, A HOME OWNER MUST APPEAR IN COURT. If the court rules in favor of the landlord or management of the mobile home park, the home owner has not less than thirty days from the time of the ruling to either remove or sell the mobile home and to vacate the premises. If the home owner wishes to extend such period beyond thirty days but not more than sixty days from the date of the ruling, the home owner shall prepay to the landlord an amount equal to a pro rata share of rent for each day following the expiration of the initial thirty-day period after the court's ruling that the mobile home owner will remain on the premises. All prepayments shall be paid no later than thirty days after the court ruling. This section does not preclude earlier removal by law enforcement officers of a mobile home or one or more mobile home owners or occupants from the mobile home park if a mobile home owner violates article 3, 4, 6, 7, 9, 10, 12, or 18 of title 18 or section 16-13-303, COLORADO REVISED STATUTES.

**SECTION 5.** In Colorado Revised Statutes, 38-12-207, **amend**

1 (1); and **add** (3) as follows:

2 **38-12-207. Security deposits - legal process.** (1) The owner of  
3 a mobile home park or ~~his~~ THE OWNER'S agents may charge a security  
4 deposit IN AN AMOUNT not greater than ~~the amount of~~ one month's rent.  
5 ~~or two month's rent for multiwide units.~~

6 (3) A SECURITY DEPOSIT REMAINS THE PROPERTY OF THE HOME  
7 OWNER, AND A LANDLORD SHALL DEPOSIT EACH SECURITY DEPOSIT INTO  
8 A SEPARATE TRUST ACCOUNT TO BE ADMINISTERED BY THE LANDLORD AS  
9 A PRIVATE TRUSTEE. FOR THE PURPOSE OF PRESERVING THE CORPUS, THE  
10 LANDLORD SHALL NOT COMMINGLE THE TRUST FUNDS WITH OTHER  
11 MONEY; HOWEVER, THE LANDLORD MAY KEEP THE INTEREST AND PROFITS  
12 EARNED FROM THE CORPUS AS COMPENSATION FOR ADMINISTERING THE  
13 TRUST ACCOUNT.

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

16 **38-12-209. Entry fees prohibited - security deposit - court**  
17 **costs.** (2) ~~As used in this section, "entry fee" means any fee paid to or~~  
18 ~~received from an owner of a mobile home park or his agent except for:~~

19 (a) ~~Rent;~~

20 (b) ~~A security deposit against actual damages to the premises or~~  
21 ~~to secure rental payments, which deposit shall not be greater than the~~  
22 ~~amount allowed under this part 2. Subsequent to July 1, 1979, security~~  
23 ~~deposits will remain the property of the home owner, and they shall be~~  
24 ~~deposited into a separate trust account by the landlord to be administered~~  
25 ~~by the landlord as a private trustee. For the purpose of preserving the~~  
26 ~~corpus, the landlord will not commingle the trust funds with other money,~~  
27 ~~but he is permitted to keep the interest and profits thereon as his~~



1 compensation for administering the trust account.

2 (c) Fees charged by any state, county, town, or city governmental  
3 agency;

4 (d) Utilities;

5 (e) Incidental reasonable charges for services actually performed  
6 by the mobile home park owner or his agent and agreed to in writing by  
7 the home owner.

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

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

16 **38-12-210. Closed parks prohibited.** (1) NEITHER the owner of  
17 a mobile home park ~~or his~~ NOR THE OWNER'S agent ~~shall not~~ MAY require  
18 as a condition of tenancy in a mobile home park that ~~the~~ A prospective  
19 home owner has purchased a mobile home from any particular seller or  
20 from any one of a particular group of sellers.

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

23 **38-12-211. Selling fees prohibited - "for sale" signs permitted.**

24 (1) NEITHER the owner of a mobile home park ~~or his~~ NOR THE OWNER'S  
25 agent ~~shall not~~ MAY require payment of any type of selling fee or transfer  
26 fee by either a home owner in the park wishing to sell ~~his~~ THE HOME  
27 OWNER'S mobile home to another party or by any party wishing to buy a

1 mobile home from a home owner in the park as a condition of tenancy in  
2 a ~~mobile home~~ park for the prospective buyer.

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

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

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

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

18 **38-12-212. Certain types of landlord-seller agreements**  
19 **prohibited.** A seller of mobile homes shall not pay or offer cash or other  
20 consideration to the owner of a mobile home park or ~~his~~ THE PARK  
21 OWNER'S agent for the purpose of reserving spaces or otherwise inducing  
22 acceptance of one or more mobile homes in a mobile home park.

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

25 **38-12-212.3. Responsibilities of landlord - acts prohibited.**

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

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

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

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

18           (A) ALL PLUMBING LINES AND OTHER UTILITY CONNECTIONS  
19 OWNED AND PROVIDED BY THE LANDLORD TO THE UTILITY PEDESTAL OR  
20 PAD SPACE FOR EACH MOBILE HOME IN THE PARK HAVE PLUMBING AND  
21 UTILITY CONNECTIONS THAT CONFORMED TO APPLICABLE LAW IN EFFECT  
22 AT THE TIME THEY WERE INSTALLED AND ARE MAINTAINED IN GOOD  
23 WORKING ORDER;

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

26           (C) RUNNING WATER AND REASONABLE AMOUNTS OF WATER ARE  
27 FURNISHED AT ALL TIMES TO EACH UTILITY PEDESTAL OR PAD SPACE;

1 EXCEPT THAT A LANDLORD NEED NOT SATISFY THE CONDITIONS DESCRIBED  
2 IN THIS SUBSECTION (1)(a)(III)(C) IF A MOBILE HOME IS INDIVIDUALLY  
3 METERED AND THE TENANT OCCUPYING THE MOBILE HOME FAILS TO PAY  
4 FOR WATER SERVICES; THE LOCAL GOVERNMENT IN WHICH THE MOBILE  
5 HOME PARK IS SITUATED SHUTS OFF WATER SERVICE TO A MOBILE HOME  
6 FOR ANY REASON; WEATHER CONDITIONS PRESENT A LIKELIHOOD THAT  
7 WATER PIPES WILL FREEZE, WATER PIPES TO A MOBILE HOME ARE WRAPPED  
8 IN HEATED PIPE TAPE, AND THE UTILITY COMPANY HAS SHUT OFF  
9 ELECTRICAL SERVICE TO A MOBILE HOME FOR ANY REASON OR THE HEAT  
10 TAPE MALFUNCTIONS FOR ANY REASON; RUNNING WATER IS NOT  
11 AVAILABLE FOR ANY OTHER REASON OUTSIDE THE LANDLORD'S CONTROL  
12 TO PREVENT THROUGH REASONABLE AND TIMELY MAINTENANCE; OR THE  
13 LANDLORD IS MAKING REPAIRS OR IMPROVEMENTS TO THE ITEMS  
14 DESCRIBED IN SUBSECTION (1)(a)(II) OF THIS SECTION, THE LANDLORD HAS  
15 PROVIDED REASONABLE ADVANCE NOTICE TO THE MOBILE HOME  
16 RESIDENTS OF A SERVICE DISRUPTION THAT IS REQUIRED IN CONNECTION  
17 WITH THE REPAIRS OR IMPROVEMENTS, AND THE SERVICE DISRUPTION  
18 CONTINUES FOR NO LONGER THAN TWENTY-FOUR HOURS.

19 (b) ~~Any~~ If a landlord ~~who~~ fails to maintain or repair the items  
20 ~~delineated~~ DESCRIBED in ~~paragraph (a) of this subsection (1) shall be~~  
21 ~~responsible for and pay the cost of repairing any damage to a mobile~~  
22 ~~home which results from such failure. The landlord shall ensure that all~~  
23 ~~plumbing lines and connections owned and provided by the landlord to~~  
24 ~~the utility pedestal or pad space for each mobile home in the mobile home~~  
25 ~~park have plumbing that conformed to applicable law in effect at the time~~  
26 ~~the plumbing was installed and that is maintained in good working order~~  
27 ~~and running water and reasonable amounts of water at all times furnished~~

1 to the utility pedestal or pad space and shall ensure that each pad space is  
2 connected to a sewage disposal system approved under applicable law;  
3 except that these conditions need not be met if SUBSECTION (1)(a)(II) OF  
4 THIS SECTION:

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

10 (II) ~~The local government in which the mobile home park is~~  
11 ~~situated shuts off water service to a mobile home for any reason;~~  
12 LANDLORD IS RESPONSIBLE FOR AND SHALL PAY THE COST OF PROVIDING  
13 ALTERNATIVE SOURCES OF POTABLE WATER AND MAINTAINING PORTABLE  
14 TOILETS, WHICH PORTABLE TOILETS ARE LOCATED REASONABLY NEAR  
15 AFFECTED MOBILE HOMES IN A MANNER THAT RENDERS THEM ACCESSIBLE  
16 TO PEOPLE WITH DISABILITIES, NO LATER THAN TWENTY-FOUR HOURS  
17 AFTER THE SERVICE DISRUPTION BEGINS, UNLESS CONDITIONS BEYOND THE  
18 LANDLORD'S CONTROL PREVENT COMPLIANCE WITH THIS SUBSECTION  
19 (1)(b)(II); AND

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

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

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

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

16           (a) ANY ACCESSORY BUILDINGS OR STRUCTURES, INCLUDING  
17 SHEDS AND CARPORTS, THAT ARE OWNED BY THE LANDLORD AND  
18 PROVIDED FOR THE USE OF THE RESIDENTS; AND

19           (b) THE PREMISES, INCLUDING:

20           (I) MAINTAINING ALL COMMON AREAS IN CLEAN CONDITION, GOOD  
21 REPAIR, AND IN COMPLIANCE WITH APPLICABLE HEALTH AND SAFETY  
22 LAWS; KEEPING COMMON AREAS AND FACILITIES GENERALLY AVAILABLE  
23 FOR USE BY PARK RESIDENTS; AND KEEPING COMMON AREAS ACCESSIBLE  
24 TO PEOPLE WITH DISABILITIES;

25           (II) MAINTAINING ROADS AND OTHER PAVEMENT OWNED BY THE  
26 LANDLORD IN A PASSABLE, SAFE CONDITION THAT IS SUFFICIENT TO  
27 PROVIDE ACCESS FOR RESIDENTS' VEHICLES, EMERGENCY VEHICLES, VANS

1 PROVIDING TRANSPORTATION SERVICES TO PERSONS WHO ARE ELDERLY OR  
2 DISABLED, AND SCHOOL BUSES, IF APPLICABLE, WHICH MAINTENANCE  
3 INCLUDES SNOW REMOVAL, ENSURING ADEQUATE DRAINAGE, AND  
4 MAINTAINING PAVEMENT ABOVE WATER LINES;

5 (III) MAINTAINING LOT GRADES, REGRADING LOTS AS NECESSARY  
6 TO PREVENT THE ACCUMULATION OF STAGNANT WATER AND THE  
7 DETRIMENTAL EFFECTS OF MOVING WATER, AND TAKING REASONABLY  
8 NECESSARY STEPS TO MAINTAIN THE INTEGRITY OF THE FOUNDATION OF  
9 EACH MOBILE HOME'S UTILITY PEDESTAL OR PAD SPACE IN ORDER TO  
10 PREVENT STRUCTURAL DAMAGE TO THE MOBILE HOME, EXCEPT IN  
11 CIRCUMSTANCES WHERE THE NEED FOR SUCH MAINTENANCE IS CAUSED BY  
12 A RESIDENT'S ACTIONS; AND

13 (IV) MAINTAINING TREES ON THE PREMISES IN A MANNER THAT  
14 PROTECTS THE SAFETY OF RESIDENTS OF THE PARK AND THEIR PROPERTY,  
15 INCLUDING THE PRESERVATION OF HEALTHY, MATURE TREES THAT HOME  
16 OWNERS REASONABLY EXPECTED TO REMAIN ON THE PREMISES WHEN  
17 THEY SIGNED THEIR RENTAL AGREEMENTS, SO LONG AS SUCH  
18 PRESERVATION DOES NOT POSE A SAFETY RISK TO ANY PERSON, PROPERTY,  
19 OR INFRASTRUCTURE.

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

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

27 (b) ~~Restricting a landlord or his agent or a property manager from~~

1 ~~requiring a resident to comply with reasonable rules and regulations or~~  
2 ~~terms of the rental agreement and any covenants binding upon the~~  
3 ~~landlord or resident, including covenants running with the land which~~  
4 ~~pertain to the cleanliness of such resident's lot and routine lawn and yard~~  
5 ~~maintenance, exclusive of major landscaping projects.~~

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

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

10 (b) RESTRICTING A LANDLORD FROM REQUIRING A HOME OWNER  
11 TO COMPLY WITH RULES AND REGULATIONS OF THE PARK THAT ARE  
12 ENFORCEABLE PURSUANT TO SECTION 38-12-214 OR WITH TERMS OF THE  
13 RENTAL AGREEMENT AND ANY COVENANTS BINDING UPON THE LANDLORD  
14 OR HOME OWNER, INCLUDING COVENANTS RUNNING WITH THE LAND THAT  
15 PERTAIN TO THE CLEANLINESS OF THE HOME OWNER'S LOT AND ROUTINE  
16 LAWN AND YARD MAINTENANCE, AND EXCLUDING MAJOR LANDSCAPING  
17 PROJECTS.

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

26 (6) IF A LANDLORD FAILS TO COMPLY WITH THE REQUIREMENTS OF  
27 THIS SECTION, A HOME OWNER OF THE PARK MAY FILE A COMPLAINT WITH



1 THE DIVISION OF HOUSING PURSUANT TO THE "MOBILE HOME PARK ACT  
2 DISPUTE RESOLUTION AND ENFORCEMENT PROGRAM" CREATED IN  
3 SECTION 38-12-1104. IF THE DIVISION FINDS BY A WRITTEN  
4 DETERMINATION THAT THE LANDLORD HAS VIOLATED THIS SECTION, THE  
5 DIVISION MAY:

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

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

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

12 (d) REQUIRE THE LANDLORD TO COMPENSATE A HOME OWNER FOR  
13 HOUSING EXPENSES ON A PER DIEM BASIS IF THE HOME OWNER IS  
14 DISPLACED FROM THE HOME OWNER'S MOBILE HOME AS A RESULT OF THE  
15 LANDLORD'S VIOLATION.

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

18 **38-12-212.4. Required disclosure and notice of water usage**  
19 **and billing - responsibility for leaks.** (1) IF THE MANAGEMENT CHARGES  
20 HOME OWNERS INDIVIDUALLY FOR WATER USAGE IN THE PARK, THEN, ON  
21 OR BEFORE JANUARY 31 OF EACH YEAR, THE MANAGEMENT SHALL  
22 PROVIDE TO EACH HOME OWNER AND POST IN A CLEARLY VISIBLE  
23 LOCATION IN AT LEAST ONE COMMON AREA OF THE MOBILE HOME PARK  
24 THE FOLLOWING INFORMATION:

25 (a) THE METHODOLOGY BY WHICH THE MANAGEMENT CALCULATES  
26 THE AMOUNT CHARGED TO EACH HOME OWNER FOR WATER USAGE ON THE  
27 HOME OWNER'S LOT;

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

4 (c) THE CURRENT RESIDENTIAL WATER RATE SCHEDULE OF THE  
5 WATER UTILITY OR MUNICIPAL WATER SERVICE PROVIDER THAT SUPPLIES  
6 WATER TO THE PARK.

7 (2) IF THE MANAGEMENT CHARGES HOME OWNERS FOR WATER  
8 USAGE IN THE PARK, WHETHER INDIVIDUALLY OR IN AN AGGREGATE  
9 AMOUNT, THE MANAGEMENT SHALL PROVIDE TO EACH HOME OWNER A  
10 MONTHLY WATER BILL THAT INDICATES THE AMOUNT OWED BY THE HOME  
11 OWNER, THE TOTAL AMOUNT OWED BY ALL THE RESIDENTS IN THE MOBILE  
12 HOME PARK, AND, IF THE MANAGEMENT PURCHASES THE WATER FROM A  
13 PROVIDER, THE TOTAL AMOUNT PAID BY THE MANAGEMENT TO THE  
14 PROVIDER.

15 (3) THE MANAGEMENT SHALL NOT CHARGE A HOME OWNER FOR  
16 ANY COSTS IN ADDITION TO THE ACTUAL COST OF WATER BILLED TO THE  
17 MANAGEMENT.

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

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

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


27 **38-12-212.5. Prohibition on retaliation.** (1) THE MANAGEMENT

1 SHALL NOT TAKE RETALIATORY ACTION AGAINST A HOME OWNER WHO  
2 EXERCISES ANY RIGHT CONFERRED UPON THE HOME OWNER BY THIS PART  
3 2, PART 11 OF THIS ARTICLE 12, OR ANY OTHER PROVISION OF LAW.

4 (2) EXCEPT AS DESCRIBED IN SUBSECTION (3) OF THIS SECTION, IN  
5 AN ACTION OR ADMINISTRATIVE PROCEEDING BY OR AGAINST A HOME  
6 OWNER, THE MANAGEMENT'S ACTION IS PRESUMED TO BE RETALIATORY IF,  
7 WITHIN THE ONE HUNDRED TWENTY DAYS PRECEDING THE MANAGEMENT'S  
8 ACTION, THE HOME OWNER:

9 (a) COMPLAINED OR EXPRESSED AN INTENTION TO COMPLAIN TO  
10 A GOVERNMENTAL AGENCY ABOUT A MATTER RELATING TO THE MOBILE  
11 HOME PARK;

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

14   
15 (c) ORGANIZED OR BECAME A MEMBER OF A TENANTS'  
16 ASSOCIATION OR SIMILAR ORGANIZATION; OR

17 (d) MADE ANY OTHER EFFORT TO SECURE OR ENFORCE ANY OF THE  
18 RIGHTS OR REMEDIES PROVIDED BY THIS PART 2 OR ANY OTHER PROVISION  
19 OF LAW.

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

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

25 (b) WAS NOTIFIED BY A PEACE OFFICER OR OTHERWISE BECAME  
26 AWARE THAT THE MOBILE HOME THAT IS THE BASIS OF THE  
27 ADMINISTRATIVE HEARING WAS BEING OPERATED AS AN ILLEGAL DRUG

1 LABORATORY, AS DEFINED IN SECTION 25-18.5-101 (8).

2 (4) THE MANAGEMENT MAY REBUT A PRESUMPTION OF  
3 RETALIATION WITH SUFFICIENT EVIDENCE OF A NONRETALIATORY  
4 PURPOSE.

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

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

10 **38-12-213. Rental agreement - disclosure of terms in writing**  
11 **- prohibited terms.** (5) A RENTAL AGREEMENT MAY NOT INCLUDE ANY  
12 PROVISION:

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

15 (b) THAT REQUIRES A HOME OWNER TO AGREE TO A POSSESSORY  
16 LIEN;

17 (c) THAT BINDS A HOME OWNER TO ARBITRATION IN LIEU OF A  
18 CIVIL TRIAL; OR

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

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

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

27 **38-12-214. Rules and regulations - amendments - notice -**

1 **complaints.** (1) The management shall adopt written rules and  
2 regulations concerning ~~all~~ home owners' use and occupancy of the  
3 premises. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, such rules  
4 and regulations are enforceable against a home owner only if:

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

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

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

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

17 (e) THEY ARE ESTABLISHED IN THE RENTAL AGREEMENT AT THE  
18 INCEPTION OF THE TENANCY, AMENDED SUBSEQUENTLY WITH THE  
19 CONSENT OF THE HOME OWNER, OR, EXCEPT AS DESCRIBED IN SUBSECTION  
20 (2) OF THIS SECTION, AMENDED SUBSEQUENTLY WITHOUT THE CONSENT OF  
21 THE HOME OWNER AFTER THE MANAGEMENT HAS PROVIDED WRITTEN  
22 NOTICE OF THE AMENDMENTS TO THE HOME OWNER AT LEAST SIXTY DAYS  
23 BEFORE THE AMENDMENTS BECOME EFFECTIVE, AND, IF APPLICABLE,  
24 ENFORCED IN COMPLIANCE WITH SUBSECTION (3) OF THIS SECTION.


25 (2) WHEN A MOBILE HOME IS OWNED BY A PERSON OTHER THAN  
26 THE OWNER OF THE MOBILE HOME PARK IN WHICH THE MOBILE HOME IS  
27 LOCATED, THE MOBILE HOME IS A SEPARATE UNIT OF OWNERSHIP, AND

1 RULES AND REGULATIONS THAT IMPOSE RESTRICTIONS OR REQUIREMENTS  
2 ON THAT SEPARATE UNIT THAT ARE ADOPTED AFTER THE HOME OWNER  
3 SIGNS THE RENTAL AGREEMENT AND WITHOUT THE CONSENT OF THE HOME  
4 OWNER ARE PRESUMED UNREASONABLE. NOTHING IN THIS SUBSECTION (2)  
5 PROHIBITS THE MANAGEMENT FROM REQUIRING COMPLIANCE WITH PARK  
6 RULES AND REGULATIONS AT THE TIME OF SALE OR TRANSFER TO A NEW  
7 OWNER; EXCEPT THAT, AS USED IN THIS SUBSECTION (2), "TRANSFER" DOES  
8 NOT INCLUDE A TRANSFER OF OWNERSHIP PURSUANT TO DEATH OR  
9 DIVORCE OR A TRANSFER OF OWNERSHIP TO A NEW CO-OWNER PURSUANT  
10 TO MARRIAGE.

11 (3) (a) IF THE MANAGEMENT PROVIDES EACH HOME OWNER  
12 WRITTEN NOTICE OF THE MANAGEMENT'S INTENT TO ADD OR AMEND ANY  
13 WRITTEN RULE OR REGULATION AS DESCRIBED IN SUBSECTION (1)(e) OF  
14 THIS SECTION, A HOME OWNER MAY FILE A COMPLAINT CHALLENGING THE  
15 RULE, REGULATION, OR AMENDMENT PURSUANT TO SECTION 38-12-1105  
16 WITHIN SIXTY DAYS AFTER RECEIVING THE NOTICE. IF A HOME OWNER  
17 FILES SUCH A COMPLAINT, AND THE NEW OR AMENDED RULE OR  
18 REGULATION WILL INCREASE A COST TO THE HOME OWNER IN AN AMOUNT  
19 THAT EQUALS OR EXCEEDS TEN PERCENT OF THE HOME OWNER'S MONTHLY  
20 RENT OBLIGATION UNDER THE RENTAL AGREEMENT, THE MANAGEMENT  
21 SHALL NOT ENFORCE THE RULE, REGULATION, OR AMENDMENT UNLESS  
22 AND UNTIL THE PARTIES REACH AN AGREEMENT CONCERNING THE RULE,  
23 REGULATION, OR AMENDMENT OR THE DISPUTE RESOLUTION PROCESS  
24 CONCLUDES AND THE DIVISION OF HOUSING WITHIN THE DEPARTMENT OF  
25 LOCAL AFFAIRS ISSUES A WRITTEN DETERMINATION, PURSUANT TO  
26 SECTION 38-12-1105 (4), THAT THE RULE, REGULATION, OR AMENDMENT  
27 DOES NOT CONSTITUTE A VIOLATION OF THIS PART 2 AND MAY BE

1 ENFORCED. NOTWITHSTANDING ANY PROVISION OF PART 11 OF THIS  
2 ARTICLE 12 TO THE CONTRARY, AS PART OF THE COMPLAINT PROCESS  
3 DESCRIBED IN SECTION 38-12-1105, THE MANAGEMENT HAS THE BURDEN  
4 OF ESTABLISHING THAT THE RULE, REGULATION, OR AMENDMENT  
5 SATISFIES THE REQUIREMENTS DESCRIBED IN SUBSECTION (1) OF THIS  
6 SECTION.

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

11   
12 (4) RULES AND REGULATIONS THAT CONCERN RECREATIONAL  
13 FACILITIES MAY BE AMENDED AT THE REASONABLE DISCRETION OF THE  
14 MANAGEMENT.

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

17 **38-12-222. Home owners' right to privacy.** (1) (a) THE  
18 MANAGEMENT SHALL RESPECT THE PRIVACY OF HOME OWNERS. EXCEPT  
19 AS OTHERWISE PROVIDED BY LAW, THE MANAGEMENT HAS NO RIGHT OF  
20 ENTRY TO A MOBILE HOME:

21 (I) WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF THE  
22 HOME OWNER;

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

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

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

26 (b) A HOME OWNER MAY REVOKE CONSENT IN WRITING AT ANY  
27 TIME.

1 (2) UNLESS OTHERWISE PROHIBITED BY LAW, THE MANAGEMENT  
2 HAS A RIGHT OF ENTRY TO MOBILE HOME SPACE TO FULFILL THE DUTIES  
3 DESCRIBED IN SECTION 38-12-212.3 AND TO ENSURE COMPLIANCE WITH  
4 APPLICABLE CODES, STATUTES, ORDINANCES, AND ADMINISTRATIVE  
5 RULES; THE RENTAL AGREEMENT; AND THE RULES AND REGULATIONS OF  
6 THE PARK. A LANDLORD SHALL NOT ENTER IN A MANNER THAT INTERFERES  
7 WITH A HOME OWNER'S PEACEFUL ENJOYMENT OF THE MOBILE HOME  
8 SPACE, AS DESCRIBED IN SECTION 38-12-219 (1)(b), EXCEPT IN THE CASE  
9 OF AN EMERGENCY.

10 (3) EXCEPT WHEN POSTING NOTICES THAT ARE REQUIRED BY LAW  
11 OR BY A RENTAL AGREEMENT, THE MANAGEMENT SHALL MAKE A  
12 REASONABLE EFFORT TO NOTIFY A HOME OWNER OF THE MANAGEMENT'S  
13 INTENTION TO ENTER THE MOBILE HOME SPACE AT LEAST FORTY-EIGHT  
14 HOURS BEFORE ENTRY.

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

17 **38-12-1105. Dispute resolution program - complaint process.**  
18 (13) A landlord may not take any retaliatory actions against a home  
19 owner. ~~for expressing an intention to file a complaint under this program~~  
20 ~~or filing a complaint under this program.~~ If the division determines that  
21 a landlord has retaliated against a home owner, the division may impose  
22 a fine of up to ten thousand dollars on the landlord.

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

25 **1-1-104. Definitions.** As used in this code, unless the context  
26 otherwise requires:

27 (48) "Taxable property" means real or personal property subject



1 to general ad valorem taxes. For all elections and petitions that require  
2 ownership of real property or land, ownership of a mobile home or  
3 manufactured home, as defined in section 5-1-301 (29), 38-12-201.5 ~~(2)~~  
4 (5), or 42-1-102 (106)(b), ~~C.R.S.~~, is sufficient to qualify as ownership of  
5 real property or land for the purpose of voting rights and petitions.

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

8 **13-40-110. Action - how commenced.** (2) In an action for  
9 termination of a tenancy in a mobile home park, the complaint, in addition  
10 to the requirements of subsection (1) of this section, ~~shall~~ MUST specify  
11 the ~~particular~~ reasons for termination as ~~such~~ THE reasons are stated in  
12 section 38-12-203. ~~C.R.S. Such~~ THE complaint ~~shall~~ MUST specify the  
13 approximate time, place, and manner in which the tenant allegedly  
14 committed the acts giving rise to the complaint. If the action is based on  
15 the mobile home or mobile home lot being out of compliance with the  
16 rules and regulations adopted pursuant to ~~section 38-12-203 (1)(c), C.R.S.~~  
17 SECTION 38-12-214, the complaint ~~shall~~ MUST specify that the home  
18 owner was given ~~thirty~~ NINETY days ~~from~~ AFTER the date of service or  
19 posting of the notice to quit to cure the noncompliance, ~~and that~~ ~~thirty~~  
20 NINETY days have passed, and the noncompliance has not been cured.

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

23 **32-1-103. Definitions.** As used in this article 1, unless the context  
24 otherwise requires:

25 (5) (d) For all elections and petitions that require ownership of  
26 real property or land, THE OWNERSHIP OF a mobile home as defined in  
27 section 38-12-201.5 ~~(2)~~ (5) or 5-1-301 (29), ~~C.R.S.~~, or a manufactured

1 home as defined in section 42-1-102 (106)(b), ~~C.R.S., shall be deemed~~ IS  
2 sufficient to qualify as ownership of real property or land for the purpose  
3 of voting rights and petitions.

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

10 **SECTION 19.** In Colorado Revised Statutes, **amend** 35-70-104.1  
11 as follows:

12 **35-70-104.1. Mobile home ownership - elections and petitions.**  
13 Notwithstanding any other provision of this ~~article~~ ARTICLE 70 to the  
14 contrary, for all elections and petitions that require ownership of real  
15 property or land, THE OWNERSHIP OF a mobile home as defined in section  
16 38-12-201.5 ~~(2)~~ (5) or 5-1-301 (29), ~~C.R.S.,~~ or a manufactured home as  
17 defined in section 42-1-102 (106)(b), ~~C.R.S., shall be deemed~~ IS sufficient  
18 to qualify as ownership of real property or land for the purpose of voting  
19 rights and petitions.

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

22 **37-45-103. Definitions.** As used in this ~~article~~ ARTICLE 45 unless  
23 the context otherwise requires:

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

1 real property or land for the purpose of voting rights and petitions.

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

4 **37-97-103. Mandatory use of metered water delivery and**  
5 **billing systems.** (6) A mobile home park, as defined in ~~section~~  
6 ~~38-12-201.5 (3), C.R.S., which~~ SECTION 38-12-201.5 (6), THAT makes  
7 water service available to tenants but does not bill ~~such~~ THE tenants for  
8 water as a separate item is exempt from ~~the provisions of this article~~  
9 ARTICLE 97.

10 **SECTION 22.** In Colorado Revised Statutes, 38-41-201.6,  
11 **amend** (1) as follows:

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

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