

Second Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 24-0093.01 Nicole Myers x4326

HOUSE BILL 24-1294

HOUSE SPONSORSHIP

Boesenecker and Velasco,

SENATE SPONSORSHIP

Cutter,

House Committees

Transportation, Housing & Local Government

Senate Committees

A BILL FOR AN ACT

101 CONCERNING MOBILE HOMES THAT ARE LOCATED IN A MOBILE HOME
102 PARK, AND, IN CONNECTION THEREWITH, SPECIFYING LEGAL
103 RIGHTS AND RESPONSIBILITIES RELATING TO THE SALE, LEASE,
104 AND PURCHASE OF SUCH HOMES.

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>.)

The bill modifies the "Mobile Home Park Act" (act) as follows:

- Specifies that a successor in interest of a mobile home park (park) has the same responsibilities as the management or

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

- landlord of a park (landlord);
- Specifies that a home owner of a mobile home includes a resident of a mobile home park (home owner) who is under a current rent-to-own contract;
- Specifies that a park does not have to be operated for the pecuniary benefit of the owner of the land on which the park is located;
- Clarifies that the landlord may terminate a tenancy for failure of the home owner to comply with all rules and regulations established by management that are enforceable pursuant to the act and that are necessary to prevent damage to real or personal property or to the health or safety of individuals;
- Specifies that if a park is condemned, the landlord is required to provide the same remedies to any displaced homeowner as when the landlord intends to change the use of the land comprising a park;
- Prohibits a landlord from issuing a notice of a rent increase under the same conditions in which a landlord is prohibited from increasing rent;
- Prohibits a landlord from increasing rent or issuing a notice of a rent increase if the landlord has not fully complied with any government order, has been ordered by a court not to increase rent pending the resolution of a lawsuit, or has been found by the division of housing in the department of local affairs (division) or by a court to have failed to comply with the act;
- Prohibits a landlord from charging rent to a resident in an amount that exceeds current rent amounts for comparable lots in the park;
- Requires a landlord to use a methodology, and to maintain records of the methodology used, to determine rent that is reasonable, equitable, and consistent for all residents for comparable lots;
- Requires a landlord to provide certain notices to home owners in 12-point font and pursuant to language access requirements specified in the bill;
- If a home owner is a defendant in a forcible entry and detainer complaint and the home owner has submitted a related administrative complaint through the "Mobile Home Park Act Dispute Resolution and Enforcement Program" (dispute resolution program), allows the home owner to take action to stay any hearing on the forcible entry and detainer complaint to allow for adjudication of the administrative complaint;

- Upon the timely request of a home owner, requires a landlord to provide an interpreter for certain meetings and to provide translated copies of meeting materials pursuant to language access requirements specified in the bill and requires the landlord to bear the cost of the interpreter and the cost of translating meeting materials;
- Prohibits a landlord from charging a home owner any fee or penalty for refusing to sign a new lease or for residing under a periodic tenancy;
- Requires a landlord to provide a home owner with reasonable amounts of water pressure at all times and sufficient potable water for all members of the household under certain circumstances;
- Requires a landlord to maintain sidewalks owned by the landlord and to establish a unique mailing address and mailbox for each lot;
- Specifies that in an action or administrative proceeding by or against a home owner, the landlord's action is presumed to be retaliatory if, within the 120 days preceding the landlord's action, the home owner requested that the landlord provide communications in a language other than English pursuant to the language access requirements specified in the bill;
- Requires a landlord to comply with language access requirements, including providing any communication that the landlord is required to provide pursuant to law in English and Spanish and in one additional language spoken by a resident upon request of the resident, providing written notice verbally in English upon request of a resident, providing notice in plain language, and providing an interpreter upon request;
- Requires a landlord to adequately disclose the terms and conditions of a tenancy in writing in a rental agreement in English, Spanish, or both English and Spanish to any prospective home owner;
- Requires a landlord to provide a home owner with a written copy of the adopted park rules and regulations in English, Spanish, or English and Spanish;
- Clarifies that a mobile home or any accessory building or structure that is owned by a person other than the landlord are each a separate unit of ownership and that the accessory building or structure are each presumed to be owned by the owner of the mobile home unless a written agreement establishes ownership by another person;
- Specifies that a rule or regulation that requires a home

owner to incur a cost or imposes restrictions or requirements on the homeowner's right to control what happens in or to the homeowner's mobile home or any accessory building or structure is presumed unreasonable except under specified circumstances;

- Requires a notice to quit to include a statement that sets forth the basis for enforceability;
- The landlord is required to allow a buyer of a mobile home reasonable access to the mobile home during the time the buyer is required to bring the mobile home into compliance with park rules;
- Specifies the conditions under which the buyer of a mobile home satisfies the financial requirements to buy the mobile home, and under which the landlord is prohibited from interfering with the homeowner's right to sell the mobile home;
- Specifies that a landlord is not required to provide a new or subsequent notice of intent to sell for certain triggering events if the landlord is only considering an offer from a group or association of homeowners who reside in the park;
- Authorizes a court to order that a landlord cease from increasing rent on a park lot or issuing a notice of a rent increase if the landlord has been named as a defendant in a pending lawsuit or administrative complaint that alleges a violation of specified laws and requires a court to order a landlord to refund any unlawfully retained rent;
- Requires a landlord to retain a payment ledger that documents rent or other payments from a home owner and allows a homeowner to request a copy of the payment ledger during the homeowner's tenancy and for 12 months after the tenancy has ended;
- Requires a landlord to retain communications provided to a home owner in a language other than English and to retain the homeowner's request to provide the communications in a language other than English; and
- Specifies prior conditions of a sale or change of control of a park for a landlord if there is a pending complaint filed pursuant to the dispute resolution program before the division or prior to the landlord's compliance with all remedial actions ordered by the division in a complaint that was previously filed pursuant to the dispute resolution program.

In addition, the bill specifies the duties and rights of the purchaser and the seller of a mobile home in connection with an agreement in which

the purchaser agrees to purchase a mobile home over a period of time that is mutually agreed upon by the seller of the mobile home (rent-to-own contract) and specifies the terms and conditions that must be included in a rent-to-own contract. However, these provisions of the bill apply only to a rent-to-own contract for a mobile home that is located in a mobile home park and only when the seller of the mobile home is the owner of the mobile home park or owns more than one mobile home within the mobile home park. Specifically, the bill:

- Requires a rent-to-own contract to be in writing, in either English or both English and Spanish as requested by the purchaser, and signed by the purchaser and the seller of the mobile home;
- Requires the seller to provide proof of ownership of and an appraisal of a mobile home to the purchaser before entering into a rent-to-own contract for the mobile home;
- Requires certain information to be included in a rent-to-own contract;
- Provides the purchaser of a mobile home in a rent-to-own contract with rights to pay the balance of the contract early without penalty or additional interest and to terminate the contract after providing written notice to the seller and, in the latter case, requires the seller to return to the purchaser all purchase payments made by the purchaser;
- Allows the seller of a mobile home to terminate a rent-to-own contract only if the purchaser fails to make a purchase and interest payment under the rent-to-own contract and does not cure the payment deficit or if the purchaser commits an action related to the purchaser's lot lease or mobile home lease that leads to a valid and executed writ of restitution;
- Specifies actions that the seller of a mobile home is required to take if the seller cannot comply with a rent-to-own contract because the mobile home becomes encumbered due to other legal action or because the park is condemned or changes use;
- Specifies the duties of the seller of a mobile home in connection with the habitability of the mobile home in a rent-to-own contract;
- Requires the seller to offer the purchaser a mobile home lease for a period equivalent to the period in which the purchaser has to complete the purchase of the mobile home;
- For a rent-to-own contract when the seller is the owner of more than one mobile home within the same park and is not the landlord of the park, prohibits the seller from entering

into a rent-to-own contract unless the seller's rental agreement with the landlord specifically permits the seller to sublease and sell the mobile home;

- Specifies the conditions under which the seller of a mobile home must immediately return to the purchaser any purchase payments or other money that the seller has received from the purchaser;
- Requires the seller of a mobile home to maintain a segregated account into which all of the purchaser's purchase payments are deposited and to provide the purchaser with an annual accounting related to the rent-to-own contract;
- Binds a successor owner of a park to the terms of a rent-to-own contract entered into by the prior owner of the park;
- If the seller of a mobile home that is subject to a rent-to-own contract evicts or attempts to evict a purchaser for any wrongful or retaliatory reason or any reason that is unsupported by specified provisions of current law, allows the purchaser to recover treble damages and attorney fees;
- Specifies the requirements regarding the transfer of the title of the mobile home under a rent-to-own contract and requires the seller of the mobile home to pay any then-owed property taxes assessed on the mobile home prior to transferring the title; and
- If the seller of a mobile home failed to properly repair or maintain the mobile home at the time the purchaser of a mobile home makes the final payment under the rent-to-own contract, allows the purchaser to exercise the purchaser's right of private action pursuant to current law.

The bill authorizes the attorney general to independently initiate and bring civil and criminal action to enforce the provisions of the rent-to-own mobile home contract law.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, 38-12-201.5, **amend**
3 the introductory portion, (1), (2), (3), and (6); and **add** (1.5) as follows:

4 **38-12-201.5. Definitions.** As used in this part 2 and in ~~part 11~~
5 PARTS 11 AND 13 of this article 12, unless the context otherwise requires:

6 (1) ~~"Entry fee" means any fee paid to or received from an owner~~

1 of a mobile home park or an agent thereof except for:

2 (a) Rent;

3 (b) A security deposit to pay for actual damages to the premises
4 or to secure rental payments;

5 (c) Fees charged by any governmental agency of the state, a
6 county, a town, or a city;

7 (d) Utilities;

8 (e) Incidental reasonable charges for services actually performed
9 by the mobile home park owner or the mobile home park owner's agent
10 and agreed to in writing by the home owner;

11 (f) Late fees; and

12 (g) Membership fees paid to join a resident or home owner
13 cooperative that owns the mobile home park or other parks qualifying as
14 common interest communities pursuant to the "Colorado Common
15 Interest Ownership Act", article 33.3 of this title 38. "DIVISION" MEANS
16 THE DIVISION OF HOUSING IN THE DEPARTMENT OF LOCAL AFFAIRS.

17 (1.5) "ENTRY FEE" MEANS ANY FEE PAID TO OR RECEIVED FROM AN
18 OWNER OF A MOBILE HOME PARK OR AN AGENT THEREOF EXCEPT FOR:

19 (a) RENT;

20 (b) A SECURITY DEPOSIT TO PAY FOR ACTUAL DAMAGES TO THE
21 PREMISES OR TO SECURE RENTAL PAYMENTS;

22 (c) FEES CHARGED BY ANY GOVERNMENTAL AGENCY OF THE
23 STATE, A COUNTY, A TOWN, OR A CITY;

24 (d) UTILITIES;

25 (e) INCIDENTAL REASONABLE CHARGES FOR SERVICES ACTUALLY
26 PERFORMED BY THE MOBILE HOME PARK OWNER OR THE MOBILE HOME
27 PARK OWNER'S AGENT AND AGREED TO IN WRITING BY THE HOME OWNER;

1 (f) LATE FEES; AND

2 (g) MEMBERSHIP FEES PAID TO JOIN A RESIDENT OR HOME OWNER
3 COOPERATIVE THAT OWNS THE MOBILE HOME PARK OR OTHER PARKS
4 QUALIFYING AS COMMON INTEREST COMMUNITIES PURSUANT TO THE
5 "COLORADO COMMON INTEREST OWNERSHIP ACT", ARTICLE 33.3 OF THIS
6 TITLE 38.

7 (2) "Home owner" means any person or family of a person who
8 owns a mobile home that is subject to a tenancy in a mobile home park
9 under a rental agreement. "HOME OWNER" INCLUDES A RESIDENT WHO IS
10 UNDER A CURRENT RENT-TO-OWN CONTRACT.

11 (3) "Management" or "landlord" means the owner of a mobile
12 home park or person responsible for operating and managing a mobile
13 home park, or an agent, employee, or representative authorized to act on
14 the management's behalf in connection with matters relating to tenancy
15 in the park, OR A SUCCESSOR IN INTEREST TO THE OWNER OF A MOBILE
16 HOME PARK THAT HAS ASSUMED SOME OR ALL OF THE RESPONSIBILITY FOR
17 OPERATING AND MANAGING A MOBILE HOME PARK.

18 (6) "Mobile home park" or "park" means a parcel of land used for
19 the ~~continuous~~ accommodation of five or more ~~occupied~~ mobile homes.
20 ~~and operated for the pecuniary benefit of the owner of the parcel of land~~
21 ~~or the owner's agents, lessees, or assignees~~ "Mobile home park" does not
22 include mobile home subdivisions or property zoned for manufactured
23 home subdivisions. For purposes of this definition, the parcel of land
24 comprising the mobile home park does not need to be contiguous, but
25 must be in the same neighborhood as determined by the division.

26 **SECTION 2.** In Colorado Revised Statutes, 38-12-203, **amend**
27 (1)(c) introductory portion as follows:

1 **38-12-203. Reasons for termination.** (1) The management of a
2 mobile home park may terminate a tenancy only for one or more of the
3 following reasons:

4 (c) Except in the case of a home owner who cures a
5 noncompliance as described in section 38-12-202 (3), failure of the home
6 owner to comply with written rules and regulations of the mobile home
7 park that are enforceable pursuant to ~~section 38-12-214 (1)~~ SECTION
8 38-12-214, are necessary to prevent material damage to real or personal
9 property or to the health or safety of one or more individuals, and were:

10 **SECTION 3.** In Colorado Revised Statutes, 38-12-203.5, **amend**
11 (2) introductory portion as follows:

12 **38-12-203.5. Change in use of the park - remedies for home**
13 **owners - definitions.** (2) If a landlord intends to change the use of the
14 land comprising a mobile home park or part of a mobile home park OR
15 THE MOBILE HOME PARK IS CONDEMNED and the change in use OR
16 CONDEMNATION would result in the displacement of one or more mobile
17 homes in the park, for each displaced mobile home, the landlord shall
18 provide the home owner or home owners one of the following at the
19 home owner's or home owners' choosing within thirty days of receiving
20 a written demand by the home owner or home owners:

21 **SECTION 4.** In Colorado Revised Statutes, 38-12-204, **amend**
22 (1), (2), (4) introductory portion, and (4)(c); and **add** (4)(e), (4)(f), (6),
23 and (7) as follows:

24 **38-12-204. Nonpayment of rent - notice required for rent**
25 **increase - limitation on rent increases.** (1) Any tenancy or other estate
26 at will or lease in a mobile home park may be terminated upon the
27 landlord's written notice to the home owner PROVIDED PURSUANT TO

1 SECTION 38-12-212.9 requiring, in the alternative, payment of rent or the
2 removal of the home owner's unit from the premises, within a period of
3 not less than ~~ten~~ FOURTEEN days after the date notice is served or posted,
4 for failure to pay rent when due.

5 (2) Rent shall not be increased without sixty days' written notice
6 to the home owner PROVIDED PURSUANT TO SECTION 38-12-212.9. In
7 addition to the amount and the effective date of the rent increase, such
8 written notice shall include the name, address, and telephone number of
9 the mobile home park management, if such management is a principal
10 owner, or owner of the mobile home park and, if the owner is other than
11 a natural person, the name, address, and telephone number of the owner's
12 chief executive officer or managing partner; except that such ownership
13 information need not be given if it was disclosed in the rental agreement
14 made pursuant to section 38-12-213.

15 (4) A landlord shall not increase rent on a resident of a mobile
16 home park lot OR ISSUE A NOTICE OF RENT INCREASE if the park:

17 (c) (I) Has not fully complied with any ~~final agency order issued~~
18 ~~by the division of housing; or~~ GOVERNMENT ORDER.

19 (II) AS USED IN SUBSECTION (4)(c)(I) OF THIS SECTION,
20 "GOVERNMENT ORDER" MEANS ANY FINAL FEDERAL, STATE, OR LOCAL
21 ADMINISTRATIVE ORDER OR JUDICIAL ORDER OR ANY OFFICIAL NOTICE
22 FROM A GOVERNMENTAL ENTITY.

23 (e) HAS BEEN ORDERED BY A COURT NOT TO INCREASE RENT
24 PENDING THE RESOLUTION OF A LAWSUIT; OR

25 (f) HAS BEEN FOUND BY THE DIVISION IN A FINAL AGENCY ORDER
26 OR BY A COURT, WITHIN THE TWENTY-FOUR MONTHS PRIOR TO THE FINAL
27 AGENCY OR COURT ORDER, TO HAVE FAILED TO COMPLY WITH A

1 LANDLORD'S RESPONSIBILITIES PURSUANT TO SECTION 38-12-212.3.

2 (6) A LANDLORD SHALL NOT CHARGE RENT TO A RESIDENT IN AN
3 AMOUNT THAT EXCEEDS CURRENT RENT AMOUNTS FOR LOTS THAT ARE
4 SIMILARLY SIZED IN SQUARE FOOTAGE AND POSITIONED IN THE PARK.

5 (7) THE MANAGEMENT SHALL USE A METHODOLOGY TO
6 DETERMINE RENT THAT IS REASONABLE, EQUITABLE, CONSISTENT FOR ALL
7 RESIDENTS, AND BASED ON SIZE IN SQUARE FOOTAGE AND POSITION OF
8 LOTS IN THE PARK. THE MANAGEMENT SHALL MAINTAIN RECORDS OF THE
9 METHODOLOGY USED TO DETERMINE RENT PURSUANT TO THIS SUBSECTION
10 (7).

11 **SECTION 5.** In Colorado Revised Statutes, 38-12-204.3, **amend**
12 (2) as follows:

13 **38-12-204.3. Notice required for termination.** (2) The notice
14 required under this section must be PROVIDED PURSUANT TO SECTION
15 38-12-212.9 in at least ~~ten-point~~ TWELVE-POINT type and must read as
16 follows:

17 **IMPORTANT NOTICE TO THE HOME OWNER:**

18 This notice and the accompanying notice to quit/notice of
19 nonpayment of rent are the first steps in the eviction process. Any dispute
20 you may have regarding the grounds for eviction should be addressed
21 with your landlord or the management of the mobile home park or in the
22 courts if an eviction action is filed. Please be advised that the "Mobile
23 Home Park Act", part 2 of article 12 of title 38, Colorado Revised
24 Statutes, and the "Mobile Home Park Act Dispute Resolution and
25 Enforcement Program" created in section 38-12-1104, Colorado Revised
26 Statutes, may provide you with legal protection.

27 NOTICE TO QUIT: In order to terminate a home owner's tenancy,

1 the landlord or management of a mobile home park must serve to a home
2 owner a notice to quit. The notice must be in writing and must contain
3 certain information, including:

- 4 • The grounds for the termination of the tenancy;
- 5 • Whether or not the home owner has a right to cure under
6 the "Mobile Home Park Act"; and
- 7 • That the home owner has the option of mediation
8 pursuant to section 38-12-216, Colorado Revised Statutes,
9 of the "Mobile Home Park Act" and the option of filing a
10 complaint through the "Mobile Home Park Act Dispute
11 Resolution and Enforcement Program" created in section
12 38-12-1104, Colorado Revised Statutes.

13 NOTICE OF NONPAYMENT OF RENT: In order to terminate
14 a home owner's tenancy due to nonpayment of rent, the landlord or
15 management of a mobile home park must serve to a home owner a notice
16 of nonpayment of rent. The notice must be in writing and must require
17 that the home owner either make payment of rent or sell the owner's unit
18 or remove it from the premises within a period of not less than ten days
19 after the date the notice is served or posted, for failure to pay rent when
20 due.

21 CURE PERIODS: If the home owner has a right to cure under the
22 "Mobile Home Park Act", the landlord or management of a mobile home
23 park cannot terminate a home owner's tenancy without first providing the
24 home owner with a time period to cure the noncompliance. "Cure" refers
25 to a home owner remedying, fixing, or otherwise correcting the situation
26 or problem that made the tenancy subject to termination pursuant to
27 sections 38-12-202, 38-12-203, or 38-12-204, Colorado Revised Statutes.

1 COMMENCEMENT OF LEGAL ACTION TO TERMINATE
2 THE TENANCY: After the last day of the applicable notice period
3 required by section 38-12-202 (1)(c), Colorado Revised Statutes, a legal
4 action may be commenced to take possession of the space leased by the
5 home owner. In order to evict a home owner, the landlord or management
6 of the mobile home park must prove:

- 7 • The landlord or management complied with the notice
- 8 requirements of the "Mobile Home Park Act";
- 9 • The landlord or management provided the home owner
- 10 with a statement of reasons for termination of the tenancy;
- 11 and
- 12 • The reasons for termination of the tenancy are true and
- 13 valid under the "Mobile Home Park Act".

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

1 Colorado Revised Statutes.

2 **SECTION 6.** In Colorado Revised Statutes, **add** 38-12-204.5 as
3 follows:

4 **38-12-204.5. Eviction for rule violation - stay of eviction**
5 **proceeding - rules challenge.** IF A RESIDENT IS A DEFENDANT IN A
6 FORCIBLE ENTRY AND DETAINER COMPLAINT FILED IN EITHER COUNTY OR
7 DISTRICT COURT, AND THE RESIDENT HAS ALSO SUBMITTED A PENDING
8 COMPLAINT THROUGH THE "MOBILE HOME PARK ACT DISPUTE
9 RESOLUTION AND ENFORCEMENT PROGRAM", CREATED IN SECTION
10 38-12-1104, THAT IS RELATED TO THE FORCIBLE ENTRY AND DETAINER
11 ACTION, THE RESIDENT MAY PROVIDE A COPY OF THEIR ADMINISTRATIVE
12 COMPLAINT TO THE APPROPRIATE COURT OF JURISDICTION. UPON
13 RECEIVING CONFIRMATION OF THE PENDING ADMINISTRATIVE COMPLAINT,
14 THE COURT SHALL AUTOMATICALLY STAY ANY HEARING ON THE FORCIBLE
15 ENTRY AND DETAINER COMPLAINT FOR AT LEAST THIRTY-ONE CALENDAR
16 DAYS, AND THE COURT AT ITS DISCRETION MAY STAY THE FORCIBLE ENTRY
17 AND DETAINER COMPLAINT FOR LONGER THAN THIRTY-ONE CALENDAR
18 DAYS TO ALLOW FOR APPROPRIATE INVESTIGATION AND ADJUDICATION OF
19 THE PENDING ADMINISTRATIVE COMPLAINT. THE RESIDENT SHALL ALSO
20 MAKE REASONABLE EFFORTS TO INFORM ADMINISTRATORS OF THE DISPUTE
21 RESOLUTION PROGRAM OF THE PENDING FORCIBLE ENTRY AND DETAINER
22 ACTION, FOR THE DISPUTE RESOLUTION PROGRAM TO PRIORITIZE
23 EXPEDIENT RESOLUTION OF THE PENDING ADMINISTRATIVE COMPLAINT.

24 **SECTION 7.** In Colorado Revised Statutes, 38-12-206, **amend**
25 (3) as follows:

26 **38-12-206. Home owner meetings - assembly in common areas**
27 **- meeting hosted by landlord.** (3) If requested by a home owner or

1 resident, the landlord of a mobile home park shall, within thirty days of
2 receiving the request, host and attend a free, public, accessible meeting
3 for residents of the park; except that a landlord is not required to host and
4 attend more than two meetings in a calendar year. Notice of the date,
5 time, and location of the meeting must be posted in both English, and
6 Spanish, AND ANY OTHER LANGUAGE REASONABLY KNOWN TO BE SPOKEN
7 BY MORE THAN ONE RESIDENT IN THE PARK in a clearly visible location in
8 common areas of the mobile home park, including any community hall or
9 recreation hall, for a period of seven days before the meeting and must be
10 provided by mail at least fourteen days before the meeting to each home
11 owners' association, residents' association, or similar body that represents
12 the residents of the park. In addition to mailing the notice as required by
13 this section, the landlord shall provide notice of the meeting by e-mail to
14 each home owner and resident who has an e-mail address on file with the
15 landlord. UPON THE REQUEST OF A HOME OWNER OR RESIDENT THAT IS
16 MADE AT LEAST FORTY-EIGHT HOURS BEFORE THE SCHEDULED MEETING,
17 A LANDLORD SHALL PROVIDE AN INTERPRETER FOR ANY MEETING THAT IS
18 HELD PURSUANT TO THIS SECTION PURSUANT TO SECTION 38-12-212.9. IF
19 AN INTERPRETER IS PROVIDED, THE LANDLORD SHALL PROVIDE ANY
20 DOCUMENTS OR MATERIALS FOR THE MEETING PURSUANT TO SECTION
21 38-12-212.9. THE LANDLORD SHALL BEAR THE COSTS OF PROVIDING THE
22 INTERPRETER AND FOR TRANSLATING ANY DOCUMENTS OR MATERIALS
23 PROVIDED FOR THE MEETING.

24 **SECTION 8.** In Colorado Revised Statutes, 38-12-209, **add** (5)
25 as follows:

26 **38-12-209. Fees prohibited.** (5) A LANDLORD SHALL NOT
27 CHARGE A RESIDENT OR A HOME OWNER ANY FEE, PENALTY, OR ANY

1 OTHER COST FOR REFUSING TO SIGN A NEW LEASE OR FOR RESIDING UNDER
2 A MONTH-TO-MONTH OR OTHER PERIODIC TENANCY.

3 **SECTION 9.** In Colorado Revised Statutes, 38-12-212.3, **amend**
4 (1)(a)(III)(C), (1)(b)(II), and (2)(b)(II); and **add** (1)(d) and (5.5) as
5 follows:

6 **38-12-212.3. Responsibilities of landlord - acts prohibited.**

7 (1) (a) Except as otherwise provided in this section:

8 (III) A landlord shall ensure that:

9 (C) Running water, ~~and~~ reasonable amounts of water, AND
10 REASONABLE WATER PRESSURE are furnished at all times to each utility
11 pedestal or pad space; except that a landlord need not satisfy the
12 conditions described in this subsection (1)(a)(III)(C) if a mobile home is
13 individually metered and the tenant occupying the mobile home fails to
14 pay for water services; the local government in which the mobile home
15 park is situated shuts off water service to a mobile home for any reason;
16 weather conditions present a likelihood that water pipes will freeze, water
17 pipes to a mobile home are wrapped in heated pipe tape, and the utility
18 company has shut off electrical service to a mobile home for any reason
19 or the heat tape malfunctions for any reason; running water is not
20 available for any other reason outside the landlord's control to prevent
21 through reasonable and timely maintenance; or the landlord is making
22 repairs or improvements to the items described in subsection (1)(a)(II) of
23 this section, the landlord has provided reasonable advance notice to the
24 mobile home residents of a service disruption that is required in
25 connection with the repairs or improvements, and the service disruption
26 continues for no longer than twenty-four hours.

27 (b) If a landlord fails to maintain or repair the items described in

1 subsection (1)(a)(II) or (2)(b) of this section:

2 (II) The landlord is responsible for and shall pay the cost of
3 providing alternative sources of potable water SUFFICIENT FOR DRINKING,
4 COOKING, BATHING, AND ALL OTHER ESSENTIAL HYGIENE FOR ALL
5 MEMBERS OF THE HOUSEHOLD, and FOR maintaining portable toilets ~~which~~
6 ~~portable toilets~~ THAT are located reasonably near affected mobile homes
7 in a manner that renders them accessible to people with disabilities, no
8 later than twelve hours after the service disruption begins, unless
9 conditions beyond the landlord's control REASONABLY prevent compliance
10 with this subsection (1)(b)(II); and

11 (d) IN ADDITION TO THE REQUIREMENTS OF SUBSECTION (1)(b) OF
12 THIS SECTION, A LANDLORD MUST ALSO PROVIDE A RESIDENT WITH
13 POTABLE WATER, SUFFICIENT FOR DRINKING, COOKING, BATHING, AND ALL
14 OTHER ESSENTIAL HYGIENE IF THE MOBILE HOME PARK OR THE RESIDENT
15 OR HOME OWNER'S LOT IN THE PARK IS SUBJECT TO A BOIL WATER NOTICE
16 THAT WAS CAUSED DUE TO MAINTENANCE OR REPAIRS TO THE PARK. A
17 LANDLORD SHALL ALSO PROVIDE A NOTICE, POSTED IN A CONSPICUOUS
18 PLACE ON EACH MOBILE HOME LOT IN BOTH ENGLISH AND SPANISH, OF A
19 WATER BOIL NOTICE AS SOON AS POSSIBLE BUT NOT LATER THAN
20 TWENTY-FOUR HOURS AFTER THE LANDLORD RECEIVES THE WATER BOIL
21 NOTICE.

22 (2) In addition to the responsibilities described in subsection (1)(a)
23 of this section, a landlord is responsible for:

24 (b) The premises, including:

25 (II) Maintaining roads, SIDEWALKS, and other pavement owned by
26 the landlord in a passable, safe condition that is sufficient to provide
27 access for residents' vehicles, emergency vehicles, vans providing

1 transportation services to persons who are elderly or disabled, and school
2 buses, if applicable, which maintenance includes snow removal, ensuring
3 adequate drainage, and maintaining pavement above water lines;

4 (5.5) A LANDLORD SHALL ESTABLISH A UNIQUE MAILING ADDRESS
5 AND MAILBOX FOR EACH MOBILE HOME PARK LOT TO PROVIDE ACCESS TO
6 UNITED STATES MAIL SERVICE AND SHALL INCLUDE THE MAILING ADDRESS
7 IN THE RENTAL AGREEMENT. THE MAILBOXES PROVIDED UNDER THIS
8 SECTION MAY BE LOCATED IN ONE OR MORE COMMON AREAS LOCATED
9 WITHIN THE PARK OR ON INDIVIDUAL LOTS. THE REQUIREMENTS OF THIS
10 SUBSECTION (5.5) DO NOT APPLY IF UNITED STATES MAIL SERVICE IS NOT
11 AVAILABLE IN THE GEOGRAPHIC AREA WHERE THE PARK IS LOCATED.

12 **SECTION 10.** In Colorado Revised Statutes, 38-12-212.5,
13 **amend** (2)(e) and (2)(f); and **add** (2)(g) as follows:

14 **38-12-212.5. Prohibition on retaliation and harassment -**
15 **definition.** (2) Except as described in subsection (3) of this section, in an
16 action or administrative proceeding by or against a home owner or
17 resident, the management's action is presumed to be retaliatory if, within
18 the one hundred twenty days preceding the management's action, the
19 home owner or resident:

20 (e) Participated in a vote or decision-making process concerning
21 the opportunity to purchase the mobile home park pursuant to section
22 38-12-217; ~~or~~

23 (f) Filed a water quality complaint or requested remediation to
24 address a water quality issue under part 10 of article 8 of title 25; OR

25 (g) REQUESTED THAT THE LANDLORD PROVIDE COMMUNICATIONS
26 REQUIRED IN THIS PART 2 OR PART 11 OR 13 OF THIS ARTICLE 12 IN A
27 LANGUAGE OTHER THAN ENGLISH.

1 **SECTION 11.** In Colorado Revised Statutes, **add** 38-12-212.9 as
2 follows:

3 **38-12-212.9. Language access requirements.** (1) EXCEPT AS
4 OTHERWISE PROVIDED IN THIS PART 2 OR PART 11 OR 13 OF THIS ARTICLE
5 12, A LANDLORD SHALL PROVIDE ANY NOTICE, DISCLOSURE, OR OTHER
6 COMMUNICATION THAT A LANDLORD IS REQUIRED TO PROVIDE TO A
7 RESIDENT PURSUANT TO THIS PART 2 OR PART 11 OR 13 OF THIS ARTICLE
8 12, IN ENGLISH AND SPANISH. AT ANY TIME, A RESIDENT MAY REQUEST
9 THAT A LANDLORD PROVIDE A NOTICE, DISCLOSURE, OR OTHER
10 COMMUNICATION IN ONE ADDITIONAL LANGUAGE, OTHER THAN ENGLISH
11 OR SPANISH, SPOKEN BY THE RESIDENT. IF A LANDLORD RECEIVES A
12 REQUEST TO PROVIDE A NOTICE, DISCLOSURE, OR COMMUNICATION IN AN
13 ADDITIONAL LANGUAGE, THE LANDLORD SHALL PROVIDE ANY
14 SUBSEQUENT NOTICES, DISCLOSURES, OR COMMUNICATIONS REQUIRED
15 PURSUANT TO THIS PART 2 OR PART 11 OR 13 OF THIS ARTICLE 12 TO THE
16 RESIDENT IN THE REQUESTED LANGUAGE.

17 (2) AT ANY TIME, A RESIDENT MAY REQUEST THAT A LANDLORD
18 PROVIDE A WRITTEN NOTICE, DISCLOSURE, OR OTHER COMMUNICATION
19 VERBALLY IN ENGLISH ONE TIME TO THE RESIDENT IN ADDITION TO
20 PROVIDING THE RESIDENT WITH A WRITTEN NOTICE, DISCLOSURE, OR
21 OTHER COMMUNICATION. IF THE LANDLORD RECEIVES A REQUEST TO
22 PROVIDE A NOTICE, DISCLOSURE, OR OTHER COMMUNICATION VERBALLY,
23 THE LANDLORD SHALL READ THE NOTICE, DISCLOSURE, OR OTHER
24 COMMUNICATION ALOUD TO THE RESIDENT WITHIN SEVENTY-TWO HOURS
25 OF THE RESIDENT MAKING THE REQUEST. TO SATISFY THE REQUIREMENT
26 OF THIS SUBSECTION (2), A LANDLORD MAY ALSO PROVIDE AN AUDIO OR
27 VIDEO RECORDING OF THE NOTICE, DISCLOSURE, OR OTHER

1 COMMUNICATION BEING READ ALOUD.

2 (3) A LANDLORD SHALL ENSURE THAT ANY NOTICE, DISCLOSURE,
3 OR OTHER COMMUNICATION REQUIRED PURSUANT TO THIS PART 2 OR PART
4 11 OR 13 OF THIS ARTICLE 12 IS WRITTEN IN CLEAR AND PLAIN LANGUAGE
5 AND INCLUDES ALL INFORMATION NECESSARY FOR THE RESIDENT TO
6 UNDERSTAND THE RESIDENT'S RIGHTS AND RESPONSIBILITIES. A
7 TRANSLATED NOTICE, DISCLOSURE, OR OTHER COMMUNICATION MUST
8 ACCURATELY CONVEY THE MEANING OF THE ORIGINAL ENGLISH NOTICE,
9 DISCLOSURE, OR OTHER COMMUNICATION. EACH NOTICE, DISCLOSURE, OR
10 OTHER COMMUNICATION, REGARDLESS OF THE LANGUAGE, MUST BE CLEAR
11 AND UNAMBIGUOUS TO ENSURE THAT IT IS EASILY UNDERSTOOD BY ALL
12 PARK RESIDENTS. A LANDLORD SHALL MAKE REASONABLE EFFORTS TO
13 PROVIDE A NOTICE, DISCLOSURE, OR OTHER COMMUNICATION IN THE
14 SIMPLEST LANGUAGE PRACTICABLE TO CONVEY THE REQUIRED MESSAGE.

15 (4) A RESIDENT MAY RESPOND IN ENGLISH OR SPANISH TO ANY
16 NOTICE, DISCLOSURE, OR OTHER COMMUNICATION PROVIDED BY A
17 LANDLORD. A RESIDENT WHO HAS REQUESTED THAT A LANDLORD PROVIDE
18 A NOTICE, DISCLOSURE, OR OTHER COMMUNICATION IN A LANGUAGE
19 OTHER THAN ENGLISH OR SPANISH MAY RESPOND TO THE NOTICE,
20 DISCLOSURE, OR OTHER COMMUNICATION IN THE REQUESTED LANGUAGE.

21 (5) A RESIDENT MAY REQUEST THAT A LANDLORD PROVIDE AN
22 INTERPRETER IN ANY LANGUAGE THAT THE RESIDENT USES FOR ANY
23 NON-WRITTEN NOTICE, DISCLOSURE, OR OTHER COMMUNICATION WITH
24 RESIDENTS, INCLUDING IN A MEETING REQUIRED PURSUANT TO SECTION
25 38-12-206. A LANDLORD SHALL PROVIDE AN INTERPRETER IN THE
26 REQUESTED LANGUAGE AND MAY PROVIDE THE INTERPRETATION IN
27 PERSON OR VIRTUALLY THROUGH AN INTERPRETATION SERVICE.

1 NON-WRITTEN LANGUAGE INCLUDES AMERICAN SIGN LANGUAGE.

2 **SECTION 12.** In Colorado Revised Statutes, 38-12-213, **amend**
3 (1) introductory portion as follows:

4 **38-12-213. Rental agreement - disclosure of terms in writing**
5 **- prohibited provisions.** (1) The management shall adequately disclose
6 the terms and conditions of a tenancy in writing in a rental agreement IN
7 ENGLISH, OR UPON REQUEST IN BOTH ENGLISH AND SPANISH, to any
8 prospective home owner before the rental or occupancy of a mobile home
9 space or lot. The disclosures must include:

10 **SECTION 13.** In Colorado Revised Statutes, 38-12-214, **amend**
11 (1) introductory portion, (1)(e), (2.5), (2.7)(a)(II), and (3)(a); **repeal and**
12 **reenact, with amendments,** (2); and **add** (2.7)(c) as follows:

13 **38-12-214. Rules and regulations - amendments - notice -**
14 **complaints.** (1) The management shall adopt written rules and
15 regulations concerning residents' or home owners' use and occupancy of
16 the premises. THE MANAGEMENT SHALL PROVIDE A RESIDENT OR HOME
17 OWNER WITH A WRITTEN COPY OF THE ADOPTED RULES AND REGULATIONS
18 IN ENGLISH AND SPANISH. Except as otherwise provided in this section,
19 such rules and regulations are enforceable against a resident or home
20 owner only if:

21 (e) They are established in the rental agreement at the inception
22 of the tenancy, amended subsequently with the written consent of the
23 home owner, or, except as described in subsection (2) of this section,
24 amended subsequently without the written consent of the home owner
25 after the management has provided written notice, IN BOTH ENGLISH AND
26 SPANISH, of the amendments to the home owner IN A COMMON AREA AND
27 IN A CONSPICUOUS PLACE ON EACH HOME OWNER'S MOBILE HOME LOT at

1 least sixty days before the amendments become effective, and, if
2 applicable, enforced in compliance with subsection (3) of this section.

3 (2) (a) WHEN A MOBILE HOME OR ANY ACCESSORY BUILDING OR
4 STRUCTURE IS OWNED BY A PERSON OTHER THAN THE OWNER OF THE
5 MOBILE HOME PARK IN WHICH THE MOBILE HOME IS LOCATED, THE MOBILE
6 HOME AND THE ACCESSORY BUILDING OR STRUCTURE ARE EACH A
7 SEPARATE UNIT OF OWNERSHIP. THE ACCESSORY BUILDING OR STRUCTURE
8 ARE EACH PRESUMED TO BE OWNED BY THE OWNER OF THE MOBILE HOME
9 UNLESS THERE IS A WRITTEN AGREEMENT ESTABLISHING OWNERSHIP BY
10 ANOTHER PERSON.

11 (b) IF A RULE OR REGULATION REQUIRES A HOME OWNER TO INCUR
12 A COST OR IMPOSES RESTRICTIONS OR REQUIREMENTS ON THE HOME
13 OWNER'S RIGHT TO CONTROL WHAT HAPPENS IN OR TO THE MOBILE HOME
14 OR ANY ACCESSORY BUILDING OR STRUCTURE, THE RULE OR REGULATION
15 IS PRESUMED UNREASONABLE PURSUANT TO SUBSECTION (1)(c) OF THIS
16 SECTION UNLESS MANAGEMENT DEMONSTRATES THAT THE RULE OR
17 REGULATION:

18 (I) IS STRICTLY NECESSARY TO PROTECT THE HEALTH AND SAFETY
19 OF PARK RESIDENTS AND THE RULE OR REGULATION PROVIDES THE
20 PROTECTION AT THE LOWEST EXPENSE TO HOME OWNERS AS IS
21 REASONABLY POSSIBLE;

22 (II) IS STRICTLY NECESSARY TO COMPLY WITH OR ENFORCE A
23 FEDERAL, STATE, OR LOCAL GOVERNMENT REQUIREMENT, INCLUDING
24 LOCAL NUISANCE LAWS ENFORCED FOR THE WELFARE OF OTHER
25 RESIDENTS;

26 (III) IS VOLUNTARILY AGREED TO BY THE HOME OWNER, WITHOUT
27 COERCION OR MISREPRESENTATION BY MANAGEMENT, IN WHICH CASE THE

1 RULE OR REGULATION IS ONLY BINDING UPON HOME OWNERS WHO HAVE
2 COMMUNICATED THEIR WRITTEN CONSENT TO THE RULE OR REGULATION;
3 OR

4 (IV) IN A MOBILE HOME PARK MANAGED BY HOME OWNERS, WAS
5 ESTABLISHED BY THE MANAGING HOME OWNER ORGANIZATION IN
6 ACCORDANCE WITH THE ORGANIZATION'S BYLAWS AND MORE THAN FIFTY
7 PERCENT OF THE HOME OWNERS ARE MEMBERS OF THE ORGANIZATION.

8 (c) RULES OR REGULATIONS THAT IMPOSE RESTRICTIONS OR
9 REQUIREMENTS ON THE HOME OWNER'S RIGHT TO CONTROL WHAT HAPPENS
10 IN OR TO A HOME OWNER'S MOBILE HOME OR ANY ACCESSORY BUILDING OR
11 STRUCTURE INCLUDE, BUT ARE NOT LIMITED TO, THOSE THAT IMPOSE
12 REQUIREMENTS RELATED TO THE FOLLOWING:

13 (I) THE STRUCTURE AND APPEARANCE OF THE MOBILE HOME,
14 BUILDING, OR STRUCTURE, INCLUDING RULES OR REGULATIONS REQUIRING
15 AESTHETIC IMPROVEMENTS;

16 (II) WHO MAY VISIT OR RESIDE AT THE MOBILE HOME, BUILDING,
17 OR STRUCTURE;

18 (III) LAWFUL ACTIVITIES TAKING PLACE IN THE MOBILE HOME,
19 BUILDING, OR STRUCTURE; AND

20 (IV) RESIDENT OCCUPANCY LIMITS THAT ARE STRICTER THAN
21 APPLICABLE STATE AND LOCAL OCCUPANCY LAWS.

22 (d) BEGINNING ON THE EFFECTIVE DATE OF THIS SUBSECTION (2),
23 ANY NOTICE TO QUIT SERVED PURSUANT TO SECTION 38-12-204.3 OR ANY
24 COMPLAINT TO TERMINATE TENANCY PURSUANT TO SECTION 38-12-203
25 (1)(c) SHALL INCLUDE A STATEMENT THAT SPECIFICALLY SETS FORTH THE
26 BASIS FOR ENFORCEABILITY PURSUANT TO SUBSECTION (1) OF THIS
27 SECTION, INCLUDING THE SPECIFIC PURPOSE REQUIRED PURSUANT TO

1 SUBSECTION (1)(a) OF THIS SECTION AND HOW THE RULE OR REGULATION
2 IS REASONABLY RELATED TO THE STATED PURPOSE AS REQUIRED
3 PURSUANT TO SUBSECTION (1)(b) OF THIS SECTION. A GENERAL
4 STATEMENT THAT A RULE OR REGULATION PROMOTES SAFETY OR WELFARE
5 IS NOT SUFFICIENT TO MEET THE REQUIREMENTS OF THIS SUBSECTION
6 (2)(d).

7 (e) THE DIVISION IS AUTHORIZED TO PROMULGATE RULES THAT
8 SPECIFY ADDITIONAL PARK RULES AND REGULATIONS THAT ARE NOT
9 STRICTLY NECESSARY PURSUANT TO THIS SECTION AND ARE
10 UNENFORCEABLE OR PRESUMPTIVELY UNENFORCEABLE.

11 (2.5) (a) Subsection (2) of this section does not prohibit the
12 management from requiring compliance by a new home owner with park
13 rules and regulations that were not enforceable against the previous home
14 owner after the sale or transfer of a mobile home or accessory building or
15 structure as described in subsection (2.5)(b) of this section ~~provided that~~
16 IF the rules or regulations comply with this section and have been duly
17 noticed, IN BOTH ENGLISH AND SPANISH, to all home owners and
18 residents, including the seller, pursuant to subsection (1)(e) of this
19 section; except that, as used in this subsection (2.5), "transfer" does not
20 include a transfer of ownership pursuant to death or divorce or a transfer
21 of ownership to a new co-owner who is an immediate family member,
22 spouse, or domestic partner of the home owner.

23 (b) The management shall not require a home owner selling a
24 mobile home or accessory building or structure to ensure that the mobile
25 home or accessory building or structure complies with any rules or
26 regulations by the closing date of the sale or to bear the costs of
27 compliance with any such rules or regulations. If the management

1 requires all prospective buyers to comply with such rules and regulations
2 as a condition of gaining tenancy in the park, the management shall
3 promptly provide a written list of items for which the management
4 requires action to the seller upon receiving notice that the mobile home
5 is for sale. The seller shall provide the list to all prospective buyers, and
6 the management shall provide the list to the buyer upon receiving an
7 application for tenancy. The management shall allow a reasonable amount
8 of time after closing for the buyer to bring the mobile home or accessory
9 building or structure into compliance, which must be at least thirty days
10 from the closing date. DURING THE PERIOD IN WHICH THE BUYER MAY
11 BRING THE MOBILE HOME OR ACCESSORY BUILDING OR STRUCTURE INTO
12 COMPLIANCE, THE MANAGEMENT SHALL PROVIDE THE BUYER WITH
13 REASONABLE ACCESS TO THE MOBILE HOME OR ACCESSORY BUILDING OR
14 STRUCTURE, INCLUDING ACCESS TO THE MOBILE HOME OR ACCESSORY
15 BUILDING OR STRUCTURE FOR THE PURPOSE OF STORING BELONGINGS
16 UNTIL THE BUYER IS ABLE TO RESIDE IN THE MOBILE HOME.

17 (2.7) (a) Notwithstanding any rental agreement, the management
18 shall not interfere with a home owner's right to sell a mobile home or
19 accessory building or structure, in place or otherwise, to a buyer of the
20 home owner's choosing, regardless of the age of the home, except as
21 necessary for the management to ensure:

22 (II) The financial ability of the home buyer to comply with the
23 buyer's obligations as a new tenant PURSUANT TO SUBSECTION (2.7)(c) OF
24 THIS SECTION;

25 (c) A BUYER DEMONSTRATES THE BUYER'S FINANCIAL ABILITY TO
26 COMPLY WITH THE PROVISIONS OF SUBSECTION (2.7)(a)(II) OF THIS
27 SECTION IF THE BUYER CAN DEMONSTRATE THAT:

1 (I) THE BUYER HAS A MONTHLY INCOME THAT IS AT LEAST TWO
2 HUNDRED PERCENT OF THE SELLER'S CURRENT MONTHLY LOT RENT FOR
3 ONE MONTH; OR

4 (II) THE BUYER HAS OTHER CASH ASSETS THAT ARE AT LEAST TWO
5 HUNDRED PERCENT OF THE SELLER'S CURRENT MONTHLY LOT RENT FOR SIX
6 MONTHS.

7 (3) (a) If the management provides each home owner written
8 notice, IN BOTH ENGLISH AND SPANISH, of the management's intent to add
9 or amend any written rule or regulation as described in subsection (1)(e)
10 of this section, OR IF THE MANAGEMENT INDICATES THAT IT WILL BEGIN
11 ENFORCING A RULE OR REGULATION THAT WAS PREVIOUSLY UNENFORCED,
12 a home owner may file a complaint challenging the rule, regulation, or
13 amendment pursuant to section 38-12-1105 within sixty days after
14 receiving the notice. If a home owner files such a complaint and the new
15 or amended rule or regulation will increase a cost to the home owner in
16 an amount that equals or exceeds ten percent of the home owner's
17 monthly rent obligation under the rental agreement, the management shall
18 not enforce the rule, regulation, or amendment unless and until the parties
19 reach an agreement concerning the rule, regulation, or amendment or the
20 dispute resolution process concludes and the division of housing within
21 the department of local affairs issues a written determination, pursuant to
22 section 38-12-1105 (4), that the rule, regulation, or amendment does not
23 constitute a violation of this part 2 and may be enforced. Notwithstanding
24 any provision of part 11 of this article 12 to the contrary, as part of the
25 complaint process described in section 38-12-1105, the management has
26 the burden of establishing that the rule, regulation, or amendment satisfies
27 the requirements described in subsections (1) and (2) of this section.

1 **SECTION 14.** In Colorado Revised Statutes, 38-12-217, **amend**
2 (9)(b)(I) as follows:

3 **38-12-217. Notice of change of use - notice of sale or closure of**
4 **park - opportunity for home owners to purchase - procedures -**
5 **exemptions - enforcement - private right of action - definition.**

6 (9) **Independence of time limits and notice provisions.** (b) (I) A
7 landlord is not required to provide a new or subsequent notice of intent
8 to sell for each triggering event listed in subsection (1)(a) of this section
9 if:

10 (A) The new demonstration of intent occurs within sixty calendar
11 days of the certified mailing of the most recent notice under subsection
12 (2) of this section; ~~and~~

13 (B) There are no material changes to the identity of a potential
14 buyer if the landlord has made a conditional agreement with a buyer; to
15 the time when the park is listed for sale; or to the price, terms, and
16 conditions of an acceptable offer the landlord has received to sell the
17 mobile home park or for which the landlord intends to sell the park,
18 which were included in the most recent notice provided pursuant to
19 subsection (1)(a) of this section; AND

20 (C) THE LANDLORD IS ONLY CONSIDERING AN OFFER FROM A
21 GROUP OR ASSOCIATION OF HOME OWNERS WHO RESIDE IN THE PARK;
22 EXCEPT THAT A LANDLORD SHALL PROVIDE A NEW OR SUBSEQUENT NOTICE
23 IF AT ANY POINT THE LANDLORD RECEIVES OR CONSIDERS AN OFFER FROM
24 A DIFFERENT PARTY FOLLOWING A TRIGGERING EVENT SPECIFIED IN
25 SUBSECTION (1)(a) OF THIS SECTION.

26 **SECTION 15.** In Colorado Revised Statutes, 38-12-220, **add** (6)
27 as follows:

1 **38-12-220. Private civil right of action.** (6) (a) A COURT HAS
2 THE DISCRETION TO ORDER THAT A LANDLORD CEASE FROM INCREASING
3 RENT ON A MOBILE HOME PARK LOT OR ISSUING A NOTICE OF A RENT
4 INCREASE IF THE LANDLORD HAS BEEN NAMED AS A DEFENDANT IN ANY
5 PENDING LAWSUIT OR ADMINISTRATIVE COMPLAINT THAT ALLEGES:

6 (I) A VIOLATION OF THE "MOBILE HOME PARK ACT", PART 2 OF
7 THIS ARTICLE 12, OR A VIOLATION RELATED TO A MOBILE HOME PARK
8 LOCATED IN COLORADO;

9 (II) A VIOLATION OF THE FEDERAL "FAIR HOUSING ACT", 42
10 U.S.C. SEC. 3601 ET SEQ., AS AMENDED, OR THE FAIR HOUSING PROVISIONS
11 IN PART 5 OF ARTICLE 34 OF TITLE 24; OR

12 (III) A VIOLATION RELATED TO UNLAWFUL PRICE FIXING, ILLEGAL
13 PRACTICES CONCERNING RENT, FEES, CONSUMER PROTECTION LAWS,
14 ANTI-TRUST PROTECTIONS, OR FINANCIAL IMPROPRIETY RELATED TO A
15 MOBILE HOME PARK.

16 (b) A COURT SHALL ORDER THAT A LANDLORD REFUND A
17 HOMEOWNER OR A RESIDENT ANY RENT THAT WAS UNLAWFULLY
18 COLLECTED OR RETAINED IN ADDITION TO ANY OTHER REMEDIES OR
19 DAMAGES AUTHORIZED UNDER LAW.

20 **SECTION 16.** In Colorado Revised Statutes, 38-12-223, **amend**
21 (1)(c), (1)(d)(IV), and (1)(d)(V); and **add** (1)(d)(VI), (1)(e), (1)(f), and
22 (5.5) as follows:

23 **38-12-223. Tenancy and park sale records.** (1) A landlord shall
24 retain records for each home owner and resident throughout the home
25 owner's or resident's tenancy and for twelve months after the tenancy
26 ends, including documentation of:

27 (c) Written rules and regulations adopted by the current or

1 previous landlord during the home owner's or resident's tenancy; ~~and~~

2 (d) Each request from the home owner or resident relating to the
3 following, including whether the landlord at the time approved or
4 disapproved each request:

5 (IV) Decks, fences, wheelchair ramps, or other structural changes
6 to the home or lot; ~~and~~

7 (V) Use of property related to parking of vehicles and use of
8 vehicles; AND

9 (VI) A REQUEST FROM THE RESIDENT OR HOME OWNER THAT
10 NOTICES, DISCLOSURES, OR OTHER COMMUNICATIONS BE PROVIDED IN A
11 LANGUAGE OTHER THAN ENGLISH;

12 (e) A PAYMENT LEDGER THAT DOCUMENTS ANY RENT OR OTHER
13 TYPE OF PAYMENT FROM A RESIDENT OR HOME OWNER, THE AMOUNT PAID,
14 AND THE DATE THE PAYMENT WAS MADE; AND

15 (f) WRITTEN NOTICES, DISCLOSURES, OR OTHER COMMUNICATIONS
16 PROVIDED TO RESIDENTS AND HOME OWNERS WHO HAVE REQUESTED THAT
17 THE LANDLORD PROVIDE NOTICES, DISCLOSURES, OR OTHER
18 COMMUNICATIONS IN A LANGUAGE OTHER THAN ENGLISH.

19 (5.5) NOTWITHSTANDING THE PROVISIONS OF SUBSECTION (5) OF
20 THIS SECTION, AT ANY POINT DURING A TENANCY OR TWELVE MONTHS
21 AFTER A TENANCY HAS ENDED, A RESIDENT MAY REQUEST A COPY OF
22 THEIR PAYMENT LEDGER AND THE LANDLORD SHALL PROVIDE A COPY
23 WITHIN SEVEN CALENDAR DAYS.

24 **SECTION 17.** In Colorado Revised Statutes, ~~add~~ 38-12-1105.5
25 as follows:

26 **38-12-1105.5. Sale or change in control of the park - complaint**
27 **pending - duties of landlord.** (1) IF THERE IS A SALE OR OTHER CHANGE

1 IN CONTROL OF A MOBILE HOME PARK WHILE A COMPLAINT FILED
2 PURSUANT TO SECTION 38-12-1105 IS PENDING BEFORE THE DIVISION OR
3 PRIOR TO THE LANDLORD'S COMPLIANCE WITH ALL REMEDIAL ACTIONS
4 AND PENALTIES ORDERED BY THE DIVISION AS A RESULT OF A COMPLAINT
5 THAT WAS PREVIOUSLY FILED, THE LANDLORD AT THE TIME THAT THE
6 COMPLAINT WAS FILED SHALL, AS A PRIOR CONDITION OF THE SALE OR
7 CHANGE IN CONTROL OF THE MOBILE HOME PARK:

8 (a) PROVIDE ALL DOCUMENTS RELATED TO THE COMPLAINT,
9 INCLUDING ANY NOTICE OF VIOLATION OR FINAL AGENCY ORDER ISSUED
10 BY THE DIVISION, TO A PROSPECTIVE BUYER AS PART OF THE DUE
11 DILIGENCE PROCESS OF ANY SALE;

12 (b) PAY ALL PENALTIES ORDERED BY THE DIVISION IN A FINAL
13 AGENCY ORDER AND SUBMIT AN AFFIDAVIT OF COMPLIANCE TO THE
14 DIVISION; AND

15 (c) FOR A PENDING COMPLAINT IN WHICH THE DIVISION HAS NOT
16 ISSUED A FINAL AGENCY ORDER, IF REQUESTED BY THE PROSPECTIVE
17 BUYER OR ORDERED BY THE DIVISION, PLACE INTO AN ESCROW ACCOUNT
18 MONEY SUFFICIENT TO COVER THE MAXIMUM PENALTY THAT COULD BE
19 ASSESSED BY THE DIVISION. THE SELLER IS ENTITLED TO THE RETURN OF
20 MONEY PLACED IN ESCROW IF NO VIOLATION IS FOUND IN A FINAL AGENCY
21 ORDER.

22 (2) IF THE DIVISION ORDERS ONE OR MORE REMEDIAL ACTIONS IN
23 A FINAL AGENCY ORDER PRIOR TO THE SALE OF A MOBILE HOME PARK:

24 (a) THE LANDLORD SHALL COMPLETE ALL REMEDIAL ACTIONS
25 PRIOR TO THE SALE AND SUBMIT AN AFFIDAVIT OF COMPLIANCE TO THE
26 DIVISION; OR

27 (b) THE LANDLORD AND THE PROSPECTIVE BUYER SHALL JOINTLY

1 SUBMIT TO THE DIVISION A WRITTEN REMEDIAL PLAN THAT REQUIRES ALL
2 REMEDIAL ACTIONS TO BE COMPLETED WITHIN ONE YEAR. THE DIVISION
3 MAY ACCEPT OR REJECT THE PROPOSED REMEDIAL PLAN AND ASSESS
4 PENALTIES AGAINST EITHER PARTY IF A REMEDIAL PLAN SUBMITTED
5 PURSUANT TO THIS SECTION IS NOT COMPLETED.

6 (3) IF THERE IS A SALE OR OTHER CHANGE IN CONTROL OF A
7 MOBILE HOME PARK WHILE A COMPLAINT IS PENDING BEFORE THE
8 DIVISION, THE DIVISION MAY ADD ANY LANDLORD SUCCESSOR IN INTEREST
9 AS A PARTY WITH NO FURTHER ACTION NEEDED BY THE FILING PARTY.

10 **SECTION 18.** In Colorado Revised Statutes, **add** part 13 to
11 article 12 of title 38 as follows:

12 PART 13

13 RENT-TO-OWN MOBILE HOME CONTRACTS

14 **38-12-1301. Mobile home rent-to-own contracts - general**
15 **provisions - definition.** (1) AS USED IN THIS PART 13, UNLESS THE
16 CONTEXT OTHERWISE REQUIRES:

17 (a) "PURCHASE PAYMENT" MEANS ANY KIND OF PAYMENT THAT IS
18 CREDITED TO THE PURCHASER TOWARD THE PURCHASE PRICE OF A MOBILE
19 HOME, REGARDLESS OF HOW THE PAYMENT IS DENOMINATED.

20 (b) "RENT-TO-OWN CONTRACT" MEANS ANY RENT-TO-OWN,
21 LEASE-TO-OWN, PURCHASE OPTION, OR OTHER AGREEMENT IN WHICH THE
22 PURCHASER OF A MOBILE HOME AGREES TO OR RECEIVES THE OPTION TO
23 PURCHASE THE MOBILE HOME OVER A PERIOD MUTUALLY AGREED UPON
24 WITH THE SELLER OF THE MOBILE HOME.

25 (2) THIS PART 13 APPLIES ONLY TO A RENT-TO-OWN CONTRACT FOR
26 A MOBILE HOME LOCATED IN A MOBILE HOME PARK AND WHEN THE SELLER
27 OF THE MOBILE HOME:

1 (a) IS THE LANDLORD OF THE MOBILE HOME PARK; OR
2 (b) OWNS MORE THAN ONE MOBILE HOME IN COLORADO.
3 (3) THE PURCHASER UNDER A RENT-TO-OWN CONTRACT IS DEEMED
4 TO BE A "HOME OWNER", AS THAT TERM IS DEFINED IN SECTION
5 38-12-201.5 (2), AND HAS ALL OF THE RIGHTS OF A HOME OWNER UNDER
6 PART 2 OF THIS ARTICLE 12, UNLESS OTHERWISE SPECIFIED IN THIS PART 13
7 OR UNTIL THE RENT-TO-OWN CONTRACT IS VALIDLY TERMINATED
8 PURSUANT TO THIS PART 13.

9 (4) IF THE SELLER OF A MOBILE HOME IS THE LANDLORD OF A
10 MOBILE HOME PARK, THE SELLER SHALL DISCLOSE ALL RENT-TO-OWN
11 CONTRACTS TO WHICH THE SELLER IS A PARTY ON THE ANNUAL
12 REGISTRATION REQUIRED PURSUANT TO SECTION 38-12-1106.

13 **38-12-1302. Mobile home rent-to-own contracts -**
14 **requirements - terms - termination.** (1) A RENT-TO-OWN CONTRACT
15 MUST BE IN WRITING AND SIGNED BY THE PURCHASER AND THE SELLER OF
16 THE MOBILE HOME. A RENT-TO-OWN CONTRACT THAT IS NOT IN WRITING
17 OR THAT IS NOT SIGNED BY BOTH THE PURCHASER AND THE SELLER IS NOT
18 ENFORCEABLE BY THE SELLER.

19 (2) A RENT-TO-OWN CONTRACT MUST BE IN EITHER ENGLISH OR
20 BOTH ENGLISH AND SPANISH, AS REQUESTED BY THE PURCHASER.

21 (3) BEFORE ENTERING INTO A RENT-TO-OWN CONTRACT, THE
22 SELLER OF THE MOBILE HOME MUST PROVIDE THE PURCHASER WITH THE
23 FOLLOWING:

24 (a) PROOF OF THE SELLER'S OWNERSHIP OF THE MOBILE HOME,
25 INCLUDING A COPY OF THE SELLER'S VALID CERTIFICATE OF TITLE TO THE
26 MOBILE HOME; AND

27 (b) A COPY OF A PROFESSIONAL APPRAISAL OF THE MOBILE HOME

1 DISCLOSING THE MOBILE HOME'S FAIR MARKET VALUE AS OF A DATE
2 WITHIN TWO YEARS OF THE DATE OF THE RENT-TO-OWN CONTRACT. THE
3 SELLER OF THE MOBILE HOME MUST PROVIDE THE APPRAISAL IN EITHER
4 ENGLISH OR BOTH ENGLISH AND SPANISH, AS REQUESTED BY THE
5 PURCHASER.

6 (4) A RENT-TO-OWN CONTRACT MUST CONTAIN THE FOLLOWING
7 INFORMATION:

8 (a) THE MANUFACTURER OF THE MOBILE HOME AND THE DATE OF
9 MANUFACTURE;

10 (b) THE VEHICLE IDENTIFICATION NUMBER OR OTHER IDENTIFYING
11 NUMBER OF THE MOBILE HOME;

12 (c) THE MOBILE HOME PARK AND THE LOT NUMBER WITHIN THE
13 MOBILE HOME PARK ON WHICH THE MOBILE HOME IS LOCATED;

14 (d) A LIST OF FIXTURES THAT ARE INCLUDED IN OR EXCLUDED
15 FROM THE PURCHASE OF THE MOBILE HOME;

16 (e) A LIST OF IMPROVEMENTS TO THE MOBILE HOME THAT ARE
17 INCLUDED IN OR EXCLUDED FROM THE PURCHASE;

18 (f) THE TERM OF THE RENT-TO-OWN CONTRACT;

19 (g) THE TOTAL PURCHASE PRICE OF THE MOBILE HOME;

20 (h) THE NUMBER OF PURCHASE PAYMENTS THAT THE PURCHASER
21 MUST MAKE UNDER THE RENT-TO-OWN CONTRACT AND THE AMOUNT OF
22 EACH PAYMENT;

23 (i) THE INTEREST RATE, IF ANY, TO BE CHARGED ON ANY
24 OUTSTANDING BALANCE OF THE PURCHASE PRICE, THE AMOUNT OF
25 INTEREST PAYABLE WITH EACH PURCHASE PAYMENT, AND THE TOTAL
26 INTEREST TO BE PAID OVER THE TERM OF THE RENT-TO-OWN CONTRACT;

27 (j) THE FEE, IF ANY, THAT THE PURCHASER MUST PAY AS

1 CONSIDERATION FOR THE RENT-TO-OWN OPTION. IF AN OPTION FEE IS
2 REQUIRED, THE AMOUNT OF THE FEE SHALL NOT EXCEED THE COST TO
3 TRANSFER THE TITLE OF THE MOBILE HOME IN THE COUNTY IN WHICH THE
4 MOBILE HOME IS LOCATED; AND

5 (k) A SEPARATE TERM LISTING THE AMOUNT OF RENT TO BE PAID
6 EACH MONTH FOR THE MOBILE HOME THAT IS IN ADDITION TO THE
7 PURCHASE PAYMENT.

8 (5) BEFORE ENTERING INTO A RENT-TO-OWN CONTRACT, THE
9 PURCHASER HAS THE RIGHT TO INSPECT THE MOBILE HOME AND TO HAVE
10 THE MOBILE HOME PROFESSIONALLY INSPECTED AT THE PURCHASER'S
11 EXPENSE. THE SELLER SHALL MAKE REASONABLE EFFORTS TO MAKE THE
12 MOBILE HOME AVAILABLE FOR INSPECTION.

13 (6) THE AMOUNT OF THE PURCHASE PAYMENT IS SET AT THE SAME
14 AMOUNT FOR EACH PAYMENT UNDER THE CONTRACT. A RENT-TO-OWN
15 CONTRACT SHALL NOT REQUIRE A PURCHASER TO MAKE ONE PURCHASE
16 PAYMENT IN AN AMOUNT THAT IS LARGER THAN ANY OTHER PURCHASE
17 PAYMENT.

18 (7) AT ANY TIME DURING THE TERM OF THE RENT-TO-OWN
19 CONTRACT, THE PURCHASER MAY PAY ADDITIONAL AMOUNTS TOWARDS
20 THE BALANCE OWED ON THE TOTAL PURCHASE PRICE OF THE MOBILE
21 HOME, INCLUDING PAYING THE BALANCE IN FULL, WITHOUT INCURRING
22 ANY PENALTY OR ANY ADDITIONAL INTEREST CHARGED.

23 (8) (a) THE PURCHASER IN ANY RENT-TO-OWN CONTRACT HAS THE
24 RIGHT TO TERMINATE THE CONTRACT BEFORE THE END OF THE TERM OF
25 THE CONTRACT. TO EXERCISE THE RIGHT TO TERMINATE THE CONTRACT,
26 THE PURCHASER MUST GIVE THE SELLER AT LEAST THIRTY DAYS' WRITTEN
27 NOTICE OF THE PURCHASER'S INTENT TO TERMINATE THE RENT-TO-OWN

1 CONTRACT. AT THE CONCLUSION OF THE THIRTY DAYS' NOTICE TO
2 TERMINATE, THE SELLER MUST RETURN TO THE PURCHASER ALL PURCHASE
3 PAYMENTS MADE BY THE PURCHASER REDUCED BY ANY THEN-OWED RENT
4 UNDER THE CONTRACT.

5 (b) IF THE PURCHASER OF THE MOBILE HOME TERMINATES THE
6 RENT-TO-OWN CONTRACT, THE TERMINATION SHALL NOT AFFECT ANY
7 MOBILE HOME LEASE AGREED ON BY THE PURCHASER AND THE SELLER OF
8 THE MOBILE HOME. ANY MOBILE HOME LEASE REMAINS IN FULL FORCE
9 AND EFFECT AND MAY ONLY BE TERMINATED PURSUANT TO APPLICABLE
10 LANDLORD-TENANT LAW.

11 (9) (a) THE SELLER OF A MOBILE HOME MAY TERMINATE A
12 RENT-TO-OWN CONTRACT ONLY FOR ONE OF THE FOLLOWING REASONS:

13 (I) THE PURCHASER OF THE MOBILE HOME FAILED TO TIMELY MAKE
14 A PURCHASE AND INTEREST PAYMENT UNDER THE RENT-TO-OWN
15 CONTRACT, THE SELLER HAS GIVEN THE PURCHASER WRITTEN NOTICE OF
16 THE FAILURE TO PAY, AND THE PURCHASER HAS NOT CURED THE PAYMENT
17 DEFICIT WITHIN THIRTY DAYS OF RECEIVING WRITTEN NOTICE; OR

18 (II) THE PURCHASER COMMITTED AN ACTION RELATED TO THE
19 MOBILE HOME PURCHASER'S MOBILE HOME LEASE THAT LED TO A VALID
20 AND EXECUTED WRIT OF RESTITUTION.

21 (b) IF THE SELLER OF A MOBILE HOME TERMINATES A
22 RENT-TO-OWN CONTRACT PURSUANT TO THIS SUBSECTION (9), THE SELLER
23 SHALL RETURN TO THE PURCHASER ALL PURCHASE PAYMENTS MADE BY
24 THE PURCHASER NO LATER THAN TEN CALENDAR DAYS AFTER THE
25 RENT-TO-OWN CONTRACT TERMINATES. IF THE PURCHASER OWES ANY
26 RENT TO THE SELLER, THE SELLER MAY REDUCE THE RETURNED PURCHASE
27 PAYMENT BY THE AMOUNT OF RENT THE PURCHASER OWES TO THE SELLER.

1 (c) IF THE SELLER OF A MOBILE HOME CANNOT COMPLY WITH THE
2 RENT-TO-OWN CONTRACT BECAUSE THE MOBILE HOME BECOMES
3 ENCUMBERED AS A RESULT OF LEGAL ACTIONS TAKEN AGAINST THE
4 SELLER, THEN THE SELLER SHALL PROVIDE THE PURCHASER WITH PROOF OF
5 THE ENCUMBRANCE AND SHALL RETURN TO THE PURCHASER ALL
6 PURCHASE AND INTEREST PAYMENTS MADE BY THE PURCHASER WITHIN
7 TEN CALENDAR DAYS OF THE DATE THAT THE SELLER KNEW OR
8 REASONABLY SHOULD HAVE KNOWN THAT IT WOULD NOT BE POSSIBLE TO
9 COMPLY WITH THE RENT-TO-OWN CONTRACT.

10 (d) IF THE SELLER OF A MOBILE HOME CANNOT COMPLY WITH THE
11 RENT-TO-OWN CONTRACT BECAUSE THE MOBILE HOME PARK IN WHICH THE
12 MOBILE HOME IS LOCATED IS CONDEMNED OR CHANGES USE PURSUANT TO
13 SECTION 38-12-203 (1)(d), THE SELLER SHALL RETURN TO THE PURCHASER
14 ALL PURCHASE AND INTEREST PAYMENTS MADE BY THE PURCHASER
15 WITHIN TEN DAYS OF THE PURCHASER RECEIVING WRITTEN NOTICE OF THE
16 CONDEMNATION OR CHANGE IN USE PURSUANT TO SECTION 38-12-203
17 (1)(d). IF THE SELLER IS THE LANDLORD OF THE MOBILE HOME PARK AND
18 CANNOT COMPLY WITH THE RENT-TO-OWN CONTRACT BECAUSE THE
19 MOBILE HOME PARK IN WHICH THE MOBILE HOME IS LOCATED IS
20 CONDEMNED OR CHANGES USE PURSUANT TO SECTION 38-12-203 (1)(d),
21 THE SELLER SHALL ALSO PAY THE BUYER REASONABLE RELOCATION
22 EXPENSES PURSUANT TO SECTION 38-12-203.5 (2)(b)(I).

23 **38-12-1303. Duties of the seller.** (1) FOR ANY RENT-TO-OWN
24 CONTRACT, THE SELLER OF THE MOBILE HOME SHALL:

25 (a) MAINTAIN HABITABILITY OF THE MOBILE HOME IN
26 ACCORDANCE WITH THE REQUIREMENTS OF PART 5 OF THIS ARTICLE 12
27 AND ANY OTHER APPLICABLE STATE OR LOCAL LAW, UNTIL THE

1 PURCHASER BECOMES THE OWNER OF THE MOBILE HOME AND RECEIVES
2 THE TITLE TO THE MOBILE HOME FROM THE SELLER OR UNTIL THE LOT
3 LEASE AND MOBILE HOME LEASE ARE LEGALLY AND VALIDLY
4 TERMINATED;

5 (b) ENSURE THAT THE MOBILE HOME IS HABITABLE UNDER STATE
6 AND LOCAL LAW BEFORE ENTERING INTO A RENT-TO-OWN AGREEMENT;

7 (c) BEAR THE REASONABLE COSTS OF REPAIRS OR MAINTENANCE
8 RELATED TO THE MOBILE HOME DURING THE TERM OF THE RENT-TO-OWN
9 CONTRACT SO LONG AS THE REPAIR OR MAINTENANCE WAS NOT CAUSED
10 BY THE PURCHASER'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT;

11 (d) TIMELY PAY ALL PROPERTY TAXES ASSESSED ON THE MOBILE
12 HOME UNTIL THE PURCHASER BECOMES THE OWNER OF THE MOBILE HOME
13 AND RECEIVES THE TITLE TO THE MOBILE HOME FROM THE SELLER. THE
14 SELLER MAY PRORATE ANY PROPERTY TAXES OWED AT THE TIME THE TITLE
15 TO THE MOBILE HOME IS TRANSFERRED; AND

16 (e) RETURN TO THE PURCHASER OF THE MOBILE HOME ALL
17 PURCHASE AND INTEREST PAYMENTS MADE BY THE PURCHASER IF THE
18 MOBILE HOME IS RENDERED UNFIT FOR HABITATION BY CAUSES OUTSIDE
19 OF EITHER THE PURCHASER'S OR THE SELLER'S CONTROL. IF THE
20 PURCHASER OWES THE SELLER ANY MONEY RELATED TO THE MOBILE HOME
21 LEASE AT THE TIME A MOBILE HOME IS DESTROYED, THE SELLER MAY
22 DEDUCT THE OWED MONEY FROM ANY ACCUMULATED PURCHASE
23 PAYMENTS. THE SELLER SHALL RETURN THE ACCUMULATED PURCHASE
24 PAYMENTS WITHIN TEN DAYS OF THE DATE THE MOBILE HOME WAS
25 DESTROYED.

26 **38-12-1304. Concurrent mobile home leases.** (1) FOR A
27 RENT-TO-OWN CONTRACT COVERED UNDER THIS PART 13, THE SELLER

1 MUST OFFER THE PURCHASER A MOBILE HOME LEASE FOR A PERIOD
2 EQUIVALENT TO THE PERIOD IN WHICH THE PURCHASER HAS TO COMPLETE
3 THE PURCHASE OF THE MOBILE HOME. A SELLER SHALL NOT CHARGE
4 MOBILE HOME RENT PAYMENTS GREATER THAN THE RENT CHARGED FOR
5 MOBILE HOMES THAT ARE SIMILARLY SIZED IN SQUARE FOOTAGE AND
6 SIMILARLY POSITIONED IN THE PARK AND SHALL BE GOVERNED BY
7 APPLICABLE STATE LAWS, INCLUDING THIS PART 13.

8 (2) FOR A RENT-TO-OWN CONTRACT WHEN THE SELLER IS THE
9 OWNER OF MORE THAN ONE MOBILE HOME WITHIN THE SAME MOBILE HOME
10 PARK AND IS NOT THE LANDLORD OF THE PARK, THE SELLER SHALL NOT
11 ENTER INTO A RENT-TO-OWN CONTRACT UNLESS THE SELLER'S RENTAL
12 AGREEMENT WITH THE LANDLORD OF THE MOBILE HOME PARK OR ANY
13 BINDING ADDENDUM TO THE RENTAL AGREEMENT SPECIFICALLY PERMITS
14 THE SELLER TO SUBLEASE AND SELL THE MOBILE HOME AND THE SELLER
15 HAS SATISFIED ANY REQUIREMENTS OF THE LANDLORD OF THE MOBILE
16 HOME PARK RELATED TO SUBLESSEES AND THE SALE OF MOBILE HOMES. IF
17 A SELLER FAILS TO SATISFY THE REQUIREMENTS OF THIS SUBSECTION (2),
18 THE RENT-TO-OWN CONTRACT IS INVALID AND UNENFORCEABLE BY THE
19 SELLER, AND THE SELLER MUST RETURN TO THE PURCHASER, WITHIN TEN
20 CALENDAR DAYS, ANY PURCHASE PAYMENTS AND ANY OTHER MONEY
21 THAT THE SELLER HAS RECEIVED FROM THE PURCHASER.

22 (3) A MOBILE HOME LEASE MUST BE A SEPARATE DOCUMENT FROM
23 THE RENT-TO-OWN CONTRACT.

24 **38-12-1305. Recordkeeping.** (1) FOR ANY RENT-TO-OWN
25 CONTRACT, THE SELLER OF THE MOBILE HOME SHALL MAINTAIN A
26 SEGREGATED ACCOUNT INTO WHICH ALL OF THE PURCHASER'S PURCHASE
27 PAYMENTS ARE DEPOSITED. THE SELLER SHALL NOT COMMINGLE THE

1 PURCHASER'S PURCHASE PAYMENTS WITH OTHER MONEY. THE SELLER MAY
2 KEEP ANY INTEREST EARNED ON A DEPOSIT OF PURCHASE PAYMENTS AS
3 COMPENSATION FOR ADMINISTERING THE ACCOUNT.

4 (2) THE SELLER OF THE MOBILE HOME SHALL PROVIDE THE
5 PURCHASER WITH AN ANNUAL ACCOUNTING RELATED TO THE
6 RENT-TO-OWN CONTRACT. THE ACCOUNTING IS DUE TO THE PURCHASER
7 EACH YEAR WITHIN TEN DAYS OF THE ANNIVERSARY DATE OF THE
8 RENT-TO-OWN CONTRACT. AT A MINIMUM, THE ACCOUNTING SHALL
9 DISCLOSE THE TOTAL AMOUNT IN PURCHASE PAYMENTS MADE, THE TOTAL
10 AMOUNT OF THE PURCHASE PRICE REMAINING TO BE PAID, AND ANY
11 EXPENSES PAID BY THE SELLER DURING THE ACCOUNTING PERIOD TO
12 REPAIR OR MAINTAIN THE MOBILE HOME. THE ACCOUNTING SHALL BE
13 PROVIDED TO THE PURCHASER IN ENGLISH OR ENGLISH AND SPANISH, AS
14 REQUESTED BY THE PURCHASER.

15 **38-12-1306. Sale of mobile home park.** A SUCCESSOR OWNER OF
16 A MOBILE HOME PARK IS BOUND BY THE TERMS OF ANY RENT-TO-OWN
17 CONTRACT ENTERED INTO BY THE PRIOR OWNER OF THE PARK AS OF THE
18 DATE OF THE CHANGE IN PARK OWNERSHIP. A PURCHASER WITH A VALID
19 RENT-TO-OWN CONTRACT MAY, FOR ANY REASON, TERMINATE THE
20 RENT-TO-OWN CONTRACT WITH A PARK OWNER AND ANY SUCCESSOR
21 OWNER UPON A CHANGE IN THE OWNERSHIP OF THE PARK.

22 **38-12-1307. Unfounded or retaliatory evictions.** (1) FOR ANY
23 RENT-TO-OWN CONTRACT, IF THE SELLER OF THE MOBILE HOME EVICTS OR
24 ATTEMPTS TO EVICT A PURCHASER FOR ANY WRONGFUL OR RETALIATORY
25 REASON OR ANY REASON UNSUPPORTED BY THE PROVISIONS OF SECTIONS
26 38-12-203 AND 38-12-204, THE PURCHASER IS ENTITLED TO RECOVER
27 TREBLE DAMAGES. FOR PURPOSES OF CALCULATING DAMAGES, THE

1 MINIMUM AMOUNT OF DAMAGES IS AT LEAST THE AMOUNT OF PURCHASE
2 PAYMENTS THEN MADE BY THE PURCHASER. IN ADDITION TO MINIMUM
3 DAMAGES, THE PURCHASER IS ALSO ENTITLED TO ANY OTHER ACTUAL
4 DAMAGES.

5 (2) IF A SELLER EVICTS OR ATTEMPTS TO EVICT A PURCHASER FOR
6 ANY WRONGFUL OR RETALIATORY REASON OR ANY REASON UNSUPPORTED
7 BY THE PROVISIONS OF SECTIONS 38-12-203 AND 38-12-204, A COURT
8 SHALL AWARD ATTORNEY'S FEES AND EXPENSES TO THE PURCHASER.

9 **38-12-1308. Rent-to-own contract - conclusion.** (1) FOR ANY
10 RENT-TO-OWN CONTRACT, THE SELLER OF THE MOBILE HOME MUST
11 TRANSFER THE TITLE OF THE MOBILE HOME TO THE PURCHASER WITHIN
12 FIVE DAYS OF RECEIVING THE FINAL PURCHASE PAYMENT. THE SELLER
13 SHALL TRANSFER THE TITLE TO THE MOBILE HOME WITHOUT PLACING ANY
14 RESTRICTIONS ON THE TITLE OR ON THE PURCHASER'S OWNERSHIP RIGHTS
15 TO THE MOBILE HOME.

16 (2) BEFORE TRANSFERRING THE TITLE OF A MOBILE HOME TO THE
17 PURCHASER, THE SELLER MUST PAY ANY THEN-OWED PROPERTY TAXES
18 ASSESSED ON THE MOBILE HOME, PRORATED TO THE DATE OF THE
19 TRANSFER OF THE TITLE.

20 (3) A SELLER SHALL NOT IMPOSE ANY OTHER FEES, CHARGES, OR
21 OTHER COSTS ON THE PURCHASE OF A MOBILE HOME AS A CONDITION OF
22 CONCLUDING THE RENT-TO-OWN CONTRACT.

23 (4) IN ADDITION TO ALL OTHER REMEDIES AVAILABLE PURSUANT
24 TO SECTION 38-12-220 AND OTHER STATE LAW, IF THE SELLER OF A MOBILE
25 HOME HAS FAILED TO PROPERLY REPAIR OR MAINTAIN THE MOBILE HOME
26 AS REQUIRED BY SECTION 38-12-1303 AT THE TIME THE PURCHASER OF A
27 MOBILE HOME MAKES THE FINAL PAYMENT UNDER THE RENT-TO-OWN

1 CONTRACT, THE PURCHASER MAY EXERCISE THE PURCHASER'S RIGHT OF
2 PRIVATE ACTION PURSUANT TO SECTION 38-12-220. IF THE PURCHASER
3 PREVAILS, IN ADDITION TO DAMAGES AVAILABLE PURSUANT TO SECTION
4 38-12-220, A COURT MAY AWARD TREBLE DAMAGES IF THE COURT
5 DETERMINES THAT THE SELLER'S FAILURE TO REPAIR OR MAINTAIN THE
6 MOBILE HOME WAS NEGLIGENT OR WILLFUL.

7 **SECTION 19.** In Colorado Revised Statutes, 24-31-101, **amend**
8 (1)(i)(XVII) and (1)(i)(XVIII); and **add** (1)(i)(XIX) as follows:

9 **24-31-101. Powers and duties of attorney general.** (1) The
10 attorney general:

11 (i) May independently initiate and bring civil and criminal actions
12 to enforce state laws, including actions brought pursuant to:

13 (XVII) The "Rental Application Fairness Act", part 9 of article 12
14 of title 38; ~~and~~

15 (XVIII) The "Reproductive Health Equity Act", part 4 of article
16 6 of title 25; AND

17 (XIX) PART 13 OF ARTICLE 12 OF TITLE 38.

18 **SECTION 20. Safety clause.** The general assembly finds,
19 determines, and declares that this act is necessary for the immediate
20 preservation of the public peace, health, or safety or for appropriations for
21 the support and maintenance of the departments of the state and state
22 institutions.