

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

PREAMENDED

*This Unofficial Version Includes Committee
Amendments Not Yet Adopted on Second Reading*

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
Appropriations

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 AND MAKING AN**
105 **APPROPRIATION.**

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

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.

- (park) has the same responsibilities as the management or 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), 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:

1 (1) ~~"Entry fee" means any fee paid to or received from an owner~~
2 ~~of a mobile home park or an agent thereof except for:~~

3 ~~(a) Rent;~~

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

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

8 ~~(d) Utilities;~~

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

12 ~~(f) Late fees; and~~

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

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

20 (a) RENT;

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

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

25 (d) UTILITIES;

26 (e) INCIDENTAL REASONABLE CHARGES FOR SERVICES ACTUALLY
27 PERFORMED BY THE MOBILE HOME PARK OWNER OR THE MOBILE HOME

1 PARK OWNER'S AGENT AND AGREED TO IN WRITING BY THE HOME OWNER;

2 (f) LATE FEES; AND

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

8 (2) "Home owner" means any person or family of a person who
9 owns a mobile home that is subject to a tenancy in a mobile home park
10 under a rental agreement. "HOME OWNER" INCLUDES A RESIDENT WHO IS
11 UNDER A RENT-TO-OWN CONTRACT PURSUANT TO PART 13 OF THIS
12 ARTICLE 12 THAT HAS NOT BEEN TERMINATED.

13
14 (6) "Mobile home park" or "park" means a parcel of land used for
15 the ~~continuous~~ accommodation of five or more ~~occupied~~ mobile homes
16 ~~and operated for the pecuniary benefit of the owner of the parcel of land~~
17 ~~or the owner's agents, lessees, or assignees~~ FOR WHICH THE MANAGEMENT
18 OR LANDLORD HAS A RENTAL AGREEMENT WITH A TENANT FOR A MOBILE
19 HOME OR LOT OR IS RECEIVING RENT PAYMENTS FOR A MOBILE HOME OR
20 LOT FROM A TENANT OR A THIRD PARTY. "Mobile home park" does not
21 include mobile home subdivisions or property zoned for manufactured
22 home subdivisions. For purposes of this definition, the parcel of land
23 comprising the mobile home park does not need to be contiguous, but
24 must be in the same neighborhood as determined by the division.

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

27 **38-12-203. Reasons for termination.** (1) The management of a

1 mobile home park may terminate a tenancy only for one or more of the
2 following reasons:

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

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

11 **38-12-203.5. Change in use of the park - remedies for home**
12 **owners - definitions.** (2) If a landlord intends to change the use of the
13 land comprising a mobile home park or part of a mobile home park OR
14 THE MOBILE HOME PARK IS CONDEMNED FOR REASONS THAT ARE THE
15 RESPONSIBILITY OF THE PARK OWNER 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)** as follows:

23 **38-12-204. Nonpayment of rent - notice required for rent**
24 **increase - limitation on rent increases.** (1) Any tenancy or other estate
25 at will or lease in a mobile home park may be terminated upon the
26 landlord's written notice to the home owner PROVIDED PURSUANT TO
27 SECTION 38-12-212.9 requiring, in the alternative, payment of rent or the

1 removal of the home owner's unit from the premises, within a period of
2 not less than ten days after the date notice is served or posted, for failure
3 to pay rent when due.

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

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

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

18 (II) AS USED IN SUBSECTION (4)(c)(I) OF THIS SECTION,
19 "GOVERNMENT ORDER" MEANS ANY FINAL FEDERAL, STATE, OR LOCAL
20 ADMINISTRATIVE ORDER OR JUDICIAL ORDER.

21
22 (e) HAS BEEN FOUND BY THE DIVISION IN A FINAL AGENCY ORDER
23 OR BY A COURT, WITHIN THE TWELVE MONTHS PRIOR TO THE FINAL
24 AGENCY OR COURT ORDER, TO HAVE FAILED TO COMPLY WITH A
25 LANDLORD'S RESPONSIBILITIES PURSUANT TO SECTION 38-12-212.3. THIS
26 SUBSECTION (4)(e) SHALL NOT APPLY TO A NEGOTIATED SETTLEMENT THAT
27 PRECEDES A FINAL AGENCY OR COURT ORDER.

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SECTION 5. In Colorado Revised Statutes, 38-12-204.3, **amend**

(2) as follows:

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

IMPORTANT NOTICE TO THE HOME OWNER:

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

NOTICE TO QUIT: In order to terminate a home owner's tenancy, the landlord or management of a mobile home park must serve to a home owner a notice to quit. The notice must be in writing and must contain certain information, including:

- The grounds for the termination of the tenancy;
- Whether or not the home owner has a right to cure under the "Mobile Home Park Act"; and
- That the home owner has the option of mediation pursuant to section 38-12-216, Colorado Revised Statutes, of the "Mobile Home Park Act" and the option of filing a

1 complaint through the "Mobile Home Park Act Dispute
2 Resolution and Enforcement Program" created in section
3 38-12-1104, Colorado Revised Statutes.

4 NOTICE OF NONPAYMENT OF RENT: In order to terminate
5 a home owner's tenancy due to nonpayment of rent, the landlord or
6 management of a mobile home park must serve to a home owner a notice
7 of nonpayment of rent. The notice must be in writing and must require
8 that the home owner either make payment of rent or sell the owner's unit
9 or remove it from the premises within a period of not less than ten days
10 after the date the notice is served or posted, for failure to pay rent when
11 due.

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

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

- 25 • The landlord or management complied with the notice
- 26 requirements of the "Mobile Home Park Act";
- 27 • The landlord or management provided the home owner

1 with a statement of reasons for termination of the tenancy;
2 and
3 • The reasons for termination of the tenancy are true and
4 valid under the "Mobile Home Park Act".

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

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

22 **38-12-204.5. Eviction for rule violation - stay of eviction**
23 **proceeding - rules challenge.** IF A RESIDENT IS A DEFENDANT IN A
24 FORCIBLE ENTRY AND DETAINER COMPLAINT FILED IN EITHER COUNTY OR
25 DISTRICT COURT, AND THE RESIDENT HAS ALSO SUBMITTED A PENDING
26 COMPLAINT THROUGH THE "MOBILE HOME PARK ACT DISPUTE
27 RESOLUTION AND ENFORCEMENT PROGRAM", CREATED IN SECTION

1 38-12-1104, THAT IS RELATED TO THE FORCIBLE ENTRY AND DETAINER
2 ACTION, THE RESIDENT MAY PROVIDE A COPY OF THEIR ADMINISTRATIVE
3 COMPLAINT TO THE APPROPRIATE COURT OF JURISDICTION. UPON
4 RECEIVING CONFIRMATION OF THE PENDING ADMINISTRATIVE COMPLAINT,
5 THE COURT SHALL AUTOMATICALLY STAY ANY HEARING ON THE FORCIBLE
6 ENTRY AND DETAINER COMPLAINT FOR AT LEAST TWENTY-ONE CALENDAR
7 DAYS, DURING WHICH THE DIVISION IS ENCOURAGED TO REVIEW AND
8 CONDUCT AN INITIAL ASSESSMENT OF THE COMPLAINT. THE COURT AT ITS
9 DISCRETION MAY STAY THE FORCIBLE ENTRY AND DETAINER COMPLAINT
10 FOR LONGER THAN TWENTY-ONE CALENDAR DAYS TO ALLOW FOR
11 APPROPRIATE INVESTIGATION AND ADJUDICATION OF THE PENDING
12 ADMINISTRATIVE COMPLAINT. THE RESIDENT SHALL ALSO MAKE
13 REASONABLE EFFORTS TO INFORM ADMINISTRATORS OF THE DISPUTE
14 RESOLUTION PROGRAM OF THE PENDING FORCIBLE ENTRY AND DETAINER
15 ACTION, FOR THE DISPUTE RESOLUTION PROGRAM TO PRIORITIZE
16 EXPEDIENT RESOLUTION OF THE PENDING ADMINISTRATIVE COMPLAINT.
17 THIS SECTION DOES NOT APPLY TO EVICTIONS FILED PURSUANT TO SECTION
18 38-12-203(1)(f).

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

21 **38-12-206. Home owner meetings - assembly in common areas**
22 **- meeting hosted by landlord.** (3) If requested by a home owner or
23 resident, the landlord of a mobile home park shall, within thirty days of
24 receiving the request, host and attend a free, public, accessible meeting
25 for residents of the park; except that a landlord is not required to host and
26 attend more than two meetings in a calendar year. Notice of the date,
27 time, and location of the meeting must be posted in both English, and

1 Spanish, AND ANY OTHER LANGUAGE REASONABLY KNOWN TO BE SPOKEN
2 BY MORE THAN ONE RESIDENT IN THE PARK in a clearly visible location in
3 common areas of the mobile home park, including any community hall or
4 recreation hall, for a period of seven days before the meeting and must be
5 provided by mail at least fourteen days before the meeting to each home
6 owners' association, residents' association, or similar body that represents
7 the residents of the park. In addition to mailing the notice as required by
8 this section, the landlord shall provide notice of the meeting by e-mail to
9 each home owner and resident who has an e-mail address on file with the
10 landlord. UPON THE REASONABLE REQUEST OF A HOME OWNER OR
11 RESIDENT THAT IS MADE AT LEAST SEVEN DAYS BEFORE THE SCHEDULED
12 MEETING, A LANDLORD SHALL PROVIDE AN INTERPRETER FOR ANY
13 MEETING THAT IS HELD PURSUANT TO THIS SECTION PURSUANT TO SECTION
14 38-12-212.9. IF AN INTERPRETER IS PROVIDED, THE LANDLORD SHALL
15 PROVIDE ANY DOCUMENTS OR MATERIALS FOR THE MEETING PURSUANT TO
16 SECTION 38-12-212.9. THE LANDLORD SHALL BEAR THE COSTS OF
17 PROVIDING THE INTERPRETER AND FOR TRANSLATING ANY DOCUMENTS OR
18 MATERIALS PROVIDED FOR THE MEETING. A LANDLORD MAY USE A
19 VIRTUAL LANGUAGE LINE OR OTHER MEANS OF PROVIDING LIVE
20 INTERPRETATION VIRTUALLY OR ONLINE TO SATISFY THE REQUIREMENTS
21 OF THIS SECTION. THE DIVISION IS ENCOURAGED TO PUBLISH A LIST OF
22 AVAILABLE VIRTUAL, ONLINE, AND REMOTE INTERPRETATION SERVICES
23 THAT ARE OFFERED BY TRAINED INTERPRETERS.

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 are furnished
10 at all times to each utility pedestal or pad space; except that a landlord
11 need not satisfy the conditions described in this subsection (1)(a)(III)(C)
12 if a mobile home is individually metered and the tenant occupying the
13 mobile home fails to pay for water services; the local government in
14 which the mobile home park is situated shuts off water service to a
15 mobile home for any reason; **A THIRD-PARTY WATER PROVIDER SHUTS OFF**
16 **WATER FOR THE MOBILE HOME PARK FOR ANY REASON THAT IS UNRELATED**
17 **TO THE LANDLORD'S ACTIONS OR INACTIONS;** weather conditions present
18 a likelihood that water pipes will freeze, water pipes to a mobile home are
19 wrapped in heated pipe tape, and the utility company has shut off
20 electrical service to a mobile home for any reason or the heat tape
21 malfunctions for any reason; running water is not available for any other
22 reason outside the landlord's control to prevent through reasonable and
23 timely maintenance; or the landlord is making repairs or improvements
24 to the items described in subsection (1)(a)(II) of this section, the landlord
25 has provided reasonable advance notice to the mobile home residents of
26 a service disruption that is required in connection with the repairs or
27 improvements, and the service disruption continues for no longer than

1 twenty-four hours.

2 (b) If a landlord fails to maintain or repair the items described in
3 subsection (1)(a)(II) or (2)(b) of this section:

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

16 (d) IN ADDITION TO THE REQUIREMENTS OF SUBSECTION (1)(b) OF
17 THIS SECTION, A LANDLORD MUST ALSO PROVIDE A RESIDENT WITH
18 POTABLE WATER REASONABLY SUFFICIENT FOR DRINKING, COOKING,
19 BATHING, AND ALL OTHER ESSENTIAL HYGIENE WITHIN THE TIME FRAMES
20 SPECIFIED IN SUBSECTION (1)(b)(II) OF THIS SECTION IF THE MOBILE HOME
21 PARK OR THE RESIDENT OR HOME OWNER'S LOT IN THE PARK IS SUBJECT TO
22 A BOIL WATER NOTICE THAT WAS CAUSED DUE TO MAINTENANCE OR
23 REPAIRS TO THE PARK PERFORMED OR ORDERED BY A PARK OWNER OR A
24 PARK OWNER'S AGENT OR CONTRACTOR. A LANDLORD SHALL ALSO
25 PROVIDE A NOTICE, POSTED IN A CONSPICUOUS PLACE ON EACH MOBILE
26 HOME LOT IN BOTH ENGLISH AND SPANISH, OF A WATER BOIL NOTICE AS
27 SOON AS POSSIBLE BUT NOT LATER THAN TWENTY-FOUR HOURS AFTER THE

1 LANDLORD RECEIVES THE WATER BOIL NOTICE.

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

4 (b) The premises, including:

5 (II) Maintaining roads, EXISTING OR CONSTRUCTED SIDEWALKS,
6 and other pavement owned by the landlord in a passable, safe condition
7 that is sufficient to provide access for residents' vehicles, emergency
8 vehicles, vans providing transportation services to persons who are
9 elderly or disabled, and school buses, if applicable, which maintenance
10 includes snow removal, ensuring adequate drainage, and maintaining
11 pavement above water lines;

12 (5.5) A LANDLORD SHALL ESTABLISH A UNIQUE MAILING ADDRESS
13 AND MAILBOX FOR EACH MOBILE HOME PARK LOT TO PROVIDE ACCESS TO
14 UNITED STATES MAIL SERVICE AND SHALL INCLUDE THE MAILING ADDRESS
15 IN THE RENTAL AGREEMENT. THE MAILBOXES PROVIDED UNDER THIS
16 SECTION MAY BE LOCATED IN ONE OR MORE COMMON AREAS LOCATED
17 WITHIN THE PARK OR ON INDIVIDUAL LOTS. THE REQUIREMENTS OF THIS
18 SUBSECTION (5.5) DO NOT APPLY IF UNITED STATES MAIL SERVICE IS NOT
19 AVAILABLE IN THE GEOGRAPHIC AREA WHERE THE PARK IS LOCATED.

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

22 **38-12-212.5. Prohibition on retaliation and harassment -**
23 **definition.** (2) Except as described in subsection (3) of this section, in an
24 action or administrative proceeding by or against a home owner or
25 resident, the management's action is presumed to be retaliatory if, within
26 the one hundred twenty days preceding the management's action, the
27 home owner or resident:

1 (e) Participated in a vote or decision-making process concerning
2 the opportunity to purchase the mobile home park pursuant to section
3 38-12-217; or

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

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

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

11 **38-12-212.9. Language access requirements.** (1) EXCEPT AS
12 OTHERWISE PROVIDED IN THIS PART 2 OR PART 11 OR 13 OF THIS ARTICLE
13 12, A LANDLORD SHALL PROVIDE ANY NOTICE, DISCLOSURE, OR OTHER
14 COMMUNICATION THAT A LANDLORD IS REQUIRED TO PROVIDE TO A
15 RESIDENT PURSUANT TO THIS PART 2 OR PART 11 OR 13 OF THIS ARTICLE
16 12, IN ENGLISH AND SPANISH. AT ANY TIME, A RESIDENT MAY REQUEST
17 THAT A LANDLORD PROVIDE A NOTICE, DISCLOSURE, OR OTHER
18 COMMUNICATION IN ONE ADDITIONAL LANGUAGE, OTHER THAN ENGLISH
19 OR SPANISH, SPOKEN BY THE RESIDENT. IF A LANDLORD RECEIVES A
20 REQUEST TO PROVIDE A NOTICE, DISCLOSURE, OR COMMUNICATION IN ONE
21 ADDITIONAL LANGUAGE OTHER THAN ENGLISH OR SPANISH, THE
22 LANDLORD SHALL PROVIDE ANY SUBSEQUENT NOTICES, DISCLOSURES, OR
23 COMMUNICATIONS REQUIRED PURSUANT TO THIS PART 2 OR PART 11 OR 13
24 OF THIS ARTICLE 12 TO THE RESIDENT IN THE REQUESTED LANGUAGE. A
25 LANDLORD MAY PROVIDE A TRANSLATION PURSUANT TO THIS SECTION
26 VIRTUALLY OR THROUGH THE USE OF AN ONLINE TRANSLATION PROGRAM,
27 INCLUDING PROGRAMS THAT MAY BE PUBLISHED BY THE DIVISION, SO

1 LONG AS THE TRANSLATED WRITTEN NOTICE, DISCLOSURE, OR
2 COMMUNICATION SATISFIES ALL APPLICABLE LEGAL REQUIREMENTS.

3 (2) AT ANY TIME, A RESIDENT MAY REQUEST THAT A LANDLORD
4 PROVIDE A WRITTEN NOTICE, DISCLOSURE, OR OTHER COMMUNICATION
5 VERBALLY IN ENGLISH ONE TIME TO THE RESIDENT IN ADDITION TO
6 PROVIDING THE RESIDENT WITH A WRITTEN NOTICE, DISCLOSURE, OR
7 OTHER COMMUNICATION. IF THE LANDLORD RECEIVES A REQUEST TO
8 PROVIDE A NOTICE, DISCLOSURE, OR OTHER COMMUNICATION VERBALLY,
9 THE LANDLORD SHALL READ THE NOTICE, DISCLOSURE, OR OTHER
10 COMMUNICATION ALOUD TO THE RESIDENT WITHIN SEVENTY-TWO HOURS
11 OF THE RESIDENT MAKING THE REQUEST. TO SATISFY THE REQUIREMENT
12 OF THIS SUBSECTION (2), A LANDLORD MAY ALSO PROVIDE AN AUDIO OR
13 VIDEO RECORDING OF THE NOTICE, DISCLOSURE, OR OTHER
14 COMMUNICATION BEING READ ALOUD.

15 (3) A LANDLORD SHALL ENSURE THAT ANY NOTICE, DISCLOSURE,
16 OR OTHER COMMUNICATION REQUIRED PURSUANT TO THIS PART 2 OR PART
17 11 OR 13 OF THIS ARTICLE 12 IS WRITTEN IN CLEAR AND PLAIN LANGUAGE
18 AND INCLUDES ALL INFORMATION REASONABLY NECESSARY FOR THE
19 RESIDENT TO UNDERSTAND THE RESIDENT'S RIGHTS AND RESPONSIBILITIES.
20 A TRANSLATED NOTICE, DISCLOSURE, OR OTHER COMMUNICATION MUST
21 ACCURATELY CONVEY THE MEANING OF THE ORIGINAL ENGLISH NOTICE,
22 DISCLOSURE, OR OTHER COMMUNICATION. EACH NOTICE, DISCLOSURE, OR
23 OTHER COMMUNICATION, REGARDLESS OF THE LANGUAGE, MUST BE CLEAR
24 AND UNAMBIGUOUS TO ENSURE THAT IT IS EASILY UNDERSTOOD BY ALL
25 PARK RESIDENTS. A LANDLORD SHALL MAKE REASONABLE EFFORTS TO
26 PROVIDE A NOTICE, DISCLOSURE, OR OTHER COMMUNICATION IN THE
27 SIMPLEST LANGUAGE PRACTICABLE TO CONVEY THE REQUIRED MESSAGE.

1 (4) A RESIDENT MAY RESPOND IN ENGLISH OR SPANISH TO ANY
2 NOTICE, DISCLOSURE, OR OTHER COMMUNICATION PROVIDED BY A
3 LANDLORD. A RESIDENT WHO HAS REQUESTED THAT A LANDLORD PROVIDE
4 A NOTICE, DISCLOSURE, OR OTHER COMMUNICATION IN A LANGUAGE
5 OTHER THAN ENGLISH OR SPANISH MAY RESPOND TO THE NOTICE,
6 DISCLOSURE, OR OTHER COMMUNICATION IN THE REQUESTED LANGUAGE.

7 (5) A RESIDENT MAY REQUEST THAT A LANDLORD PROVIDE AN
8 INTERPRETER IN ONE LANGUAGE IN ADDITION TO ENGLISH AND SPANISH
9 THAT THE RESIDENT USES FOR ANY NON-WRITTEN NOTICE, DISCLOSURE, OR
10 OTHER COMMUNICATION WITH RESIDENTS, INCLUDING IN A MEETING
11 REQUIRED PURSUANT TO SECTION 38-12-206. A LANDLORD SHALL
12 PROVIDE AN INTERPRETER IN THE REQUESTED LANGUAGE AND MAY
13 PROVIDE THE INTERPRETATION IN PERSON OR VIRTUALLY THROUGH AN
14 INTERPRETATION SERVICE, INCLUDING A VIRTUAL OR REMOTE LANGUAGE
15 LINE THAT PROVIDES LIVE INTERPRETATION BY A TRAINED INTERPRETER.
16 NON-WRITTEN LANGUAGE INCLUDES AMERICAN SIGN LANGUAGE.

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

19 **38-12-213. Rental agreement - disclosure of terms in writing**
20 **- prohibited provisions.** (1) The management shall adequately disclose
21 the terms and conditions of a tenancy in writing in a rental agreement IN
22 ENGLISH, OR UPON REQUEST IN BOTH ENGLISH AND SPANISH, to any
23 prospective home owner before the rental or occupancy of a mobile home
24 space or lot. The disclosures must include:

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

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

9 (e) They are established in the rental agreement at the inception
10 of the tenancy, amended subsequently with the written consent of the
11 home owner, or, except as described in subsection (2) of this section,
12 amended subsequently without the written consent of the home owner
13 after the management has provided written notice, IN BOTH ENGLISH AND
14 SPANISH, of the amendments to the home owner IN A COMMON AREA AND
15 IN A CONSPICUOUS PLACE ON EACH HOME OWNER'S MOBILE HOME LOT at
16 least sixty days before the amendments become effective, and, if
17 applicable, enforced in compliance with subsection (3) of this section.

18 (2) (a) WHEN A MOBILE HOME OR ANY ACCESSORY BUILDING OR
19 STRUCTURE IS OWNED BY A PERSON OTHER THAN THE OWNER OF THE
20 MOBILE HOME PARK IN WHICH THE MOBILE HOME IS LOCATED, THE MOBILE
21 HOME AND THE ACCESSORY BUILDING OR STRUCTURE ARE EACH A
22 SEPARATE UNIT OF OWNERSHIP. THE ACCESSORY BUILDING OR STRUCTURE
23 ARE EACH PRESUMED TO BE OWNED BY THE OWNER OF THE MOBILE HOME
24 UNLESS THERE IS A WRITTEN AGREEMENT ESTABLISHING OWNERSHIP BY
25 ANOTHER PERSON.

26 (b) IF A RULE OR REGULATION REQUIRES A HOME OWNER TO INCUR
27 A COST OR IMPOSES RESTRICTIONS OR REQUIREMENTS ON THE HOME

1 OWNER'S RIGHT TO CONTROL WHAT HAPPENS IN OR TO THE MOBILE HOME
2 OR ANY ACCESSORY BUILDING OR STRUCTURE, THE RULE OR REGULATION
3 IS PRESUMED UNREASONABLE PURSUANT TO SUBSECTION (1)(c) OF THIS
4 SECTION UNLESS MANAGEMENT DEMONSTRATES THAT THE RULE OR
5 REGULATION:

6 (I) IS STRICTLY NECESSARY TO PROTECT THE HEALTH AND SAFETY
7 OF PARK RESIDENTS AND THE RULE OR REGULATION PROVIDES THE
8 PROTECTION AT THE LOWEST EXPENSE TO HOME OWNERS AS IS
9 REASONABLY POSSIBLE;

10 (II) IS STRICTLY NECESSARY TO COMPLY WITH OR ENFORCE A
11 FEDERAL, STATE, OR LOCAL GOVERNMENT REQUIREMENT, INCLUDING
12 LOCAL NUISANCE LAWS ENFORCED FOR THE WELFARE OF OTHER
13 RESIDENTS;

14 (III) IS VOLUNTARILY AGREED TO BY THE HOME OWNER, WITHOUT
15 COERCION OR MISREPRESENTATION BY MANAGEMENT, IN WHICH CASE THE
16 RULE OR REGULATION IS ONLY BINDING UPON HOME OWNERS WHO HAVE
17 COMMUNICATED THEIR WRITTEN CONSENT TO THE RULE OR REGULATION;
18 OR

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

23 (c) (I) RULES OR REGULATIONS THAT IMPOSE RESTRICTIONS OR
24 REQUIREMENTS ON THE HOME OWNER'S RIGHT TO CONTROL WHAT HAPPENS
25 IN OR TO A HOME OWNER'S MOBILE HOME OR ANY ACCESSORY BUILDING OR
26 STRUCTURE INCLUDE, BUT ARE NOT LIMITED TO, THOSE THAT IMPOSE
27 REQUIREMENTS RELATED TO THE FOLLOWING:

1 (A) THE STRUCTURE AND APPEARANCE OF THE MOBILE HOME,
2 BUILDING, OR STRUCTURE, INCLUDING RULES OR REGULATIONS REQUIRING
3 AESTHETIC IMPROVEMENTS;

4 (B) WHO MAY VISIT THE MOBILE HOME, BUILDING, OR
5 STRUCTURE, OR WHO MAY RESIDE AT THE MOBILE HOME;

6 (C) LAWFUL ACTIVITIES TAKING PLACE IN THE MOBILE HOME,
7 BUILDING, OR STRUCTURE; AND

8 (D) RESIDENT OCCUPANCY LIMITS THAT ARE STRICTER THAN
9 APPLICABLE FEDERAL, STATE, AND LOCAL OCCUPANCY LAWS.

10 (II) THIS SUBSECTION (2)(c) DOES NOT PRECLUDE A LANDLORD
11 FROM CONDUCTING ANY LAWFUL SCREENING OF A RENTAL APPLICATION.

12 (d) BEGINNING ON THE EFFECTIVE DATE OF THIS SUBSECTION (2),
13 ANY NOTICE TO QUIT SERVED PURSUANT TO SECTION 38-12-204.3 OR ANY
14 COMPLAINT TO TERMINATE TENANCY PURSUANT TO SECTION 38-12-203
15 (1)(c) SHALL INCLUDE A STATEMENT THAT SPECIFICALLY SETS FORTH THE
16 BASIS FOR ENFORCEABILITY PURSUANT TO SUBSECTION (1) OF THIS
17 SECTION, INCLUDING THE SPECIFIC PURPOSE REQUIRED PURSUANT TO
18 SUBSECTION (1)(a) OF THIS SECTION AND HOW THE RULE OR REGULATION
19 IS REASONABLY RELATED TO THE STATED PURPOSE AS REQUIRED
20 PURSUANT TO SUBSECTION (1)(b) OF THIS SECTION. A GENERAL
21 STATEMENT THAT A RULE OR REGULATION PROMOTES SAFETY OR WELFARE
22 IS NOT SUFFICIENT TO MEET THE REQUIREMENTS OF THIS SUBSECTION
23 (2)(d).

24 (e) THE DIVISION IS AUTHORIZED TO PROMULGATE RULES THAT:

25 (I) SPECIFY ADDITIONAL PARK RULES AND REGULATIONS THAT ARE
26 NOT STRICTLY NECESSARY PURSUANT TO THIS SECTION AND ARE
27 UNENFORCEABLE OR PRESUMPTIVELY UNENFORCEABLE; AND

1 (II) SPECIFY ADDITIONAL PARK RULES AND REGULATIONS THAT
2 ARE STRICTLY NECESSARY PURSUANT TO THIS SECTION AND ARE
3 ENFORCEABLE OR PRESUMPTIVELY ENFORCEABLE.

4 (2.5) (a) Subsection (2) of this section does not prohibit the
5 management from requiring compliance by a new home owner with park
6 rules and regulations that were not enforceable against the previous home
7 owner after the sale or transfer of a mobile home or accessory building or
8 structure as described in subsection (2.5)(b) of this section ~~provided that~~
9 IF the rules or regulations comply with this section and have been duly
10 noticed, IN BOTH ENGLISH AND SPANISH, to all home owners and
11 residents, including the seller, pursuant to subsection (1)(e) of this
12 section; except that, as used in this subsection (2.5), "transfer" does not
13 include a transfer of ownership pursuant to death or divorce or a transfer
14 of ownership to a new co-owner who is an immediate family member,
15 spouse, or domestic partner of the home owner.

16 (b) The management shall not require a home owner selling a
17 mobile home or accessory building or structure to ensure that the mobile
18 home or accessory building or structure complies with any rules or
19 regulations by the closing date of the sale or to bear the costs of
20 compliance with any such rules or regulations. If the management
21 requires all prospective buyers to comply with such rules and regulations
22 as a condition of gaining tenancy in the park, the management shall
23 promptly provide a written list of items for which the management
24 requires action to the seller upon receiving notice that the mobile home
25 is for sale. The seller shall provide the list to all prospective buyers, and
26 the management shall provide the list to the buyer upon receiving an
27 application for tenancy. The management shall allow a reasonable amount

1 of time after closing for the buyer to bring the mobile home or accessory
2 building or structure into compliance, which must be at least thirty days
3 from the closing date. DURING THE PERIOD IN WHICH THE BUYER MAY
4 BRING THE MOBILE HOME OR ACCESSORY BUILDING OR STRUCTURE INTO
5 COMPLIANCE, THE MANAGEMENT SHALL PROVIDE THE BUYER WITH
6 REASONABLE ACCESS TO THE MOBILE HOME OR ACCESSORY BUILDING OR
7 STRUCTURE, INCLUDING ACCESS TO THE MOBILE HOME OR ACCESSORY
8 BUILDING OR STRUCTURE FOR THE PURPOSE OF STORING BELONGINGS
9 UNTIL THE BUYER IS ABLE TO RESIDE IN THE MOBILE HOME.

10 (2.7) (a) Notwithstanding any rental agreement, the management
11 shall not interfere with a home owner's right to sell a mobile home or
12 accessory building or structure, in place or otherwise, to a buyer of the
13 home owner's choosing, regardless of the age of the home, except as
14 necessary for the management to ensure:

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

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

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

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

27 (3) (a) If the management provides each home owner written

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

21 **SECTION 14.** In Colorado Revised Statutes, 38-12-217, **amend**
22 **(9)(b); and add (9)(b.5)** as follows:

23 **38-12-217. Notice of change of use - notice of sale or closure of**
24 **park - opportunity for home owners to purchase - procedures -**
25 **exemptions - enforcement - private right of action - definition.**
26 **(9) Independence of time limits and notice provisions. (b) (⊕)** A
27 landlord is not required to provide a new or subsequent notice of intent

1 to sell for each triggering event listed in subsection (1)(a) of this section
2 if:

3 (I) (A) The new demonstration of intent occurs within sixty
4 calendar days of the certified mailing of the most recent notice under
5 subsection (2) of this section; and

6 (B) There are no material changes to the identity of a potential
7 buyer if the landlord has made a conditional agreement with a buyer; to
8 the time when the park is listed for sale; or to the price, terms, and
9 conditions of an acceptable offer the landlord has received to sell the
10 mobile home park or for which the landlord intends to sell the park,
11 which were included in the most recent notice provided pursuant to
12 subsection (1)(a) of this section; OR

13 (II) ~~Any material change to the price, terms, and conditions of an~~
14 ~~acceptable offer the landlord has received to sell the mobile home park or~~
15 ~~for which the landlord intends to sell the park is considered a new~~
16 ~~triggering event, requiring a new notice pursuant to subsection (1)(a) of~~
17 ~~this section and creating a new one-hundred-twenty-day time period. THE~~
18 ~~LANDLORD IS ONLY CONSIDERING AN OFFER FROM A GROUP OR~~
19 ~~ASSOCIATION OF HOME OWNERS WHO RESIDE IN THE PARK; EXCEPT THAT~~
20 ~~A LANDLORD SHALL PROVIDE A NEW OR SUBSEQUENT NOTICE IF AT ANY~~
21 ~~POINT THERE IS A NEW TRIGGERING EVENT SPECIFIED IN SUBSECTION (1)(a)~~
22 ~~OF THIS SECTION INVOLVING A DIFFERENT PARTY.~~

23 (b.5) ANY MATERIAL CHANGE TO THE PRICE, TERMS, AND
24 CONDITIONS OF AN ACCEPTABLE OFFER THE LANDLORD HAS RECEIVED TO
25 SELL THE MOBILE HOME PARK OR FOR WHICH THE LANDLORD INTENDS TO
26 SELL THE PARK IS CONSIDERED A NEW TRIGGERING EVENT, REQUIRING A
27 NEW NOTICE PURSUANT TO SUBSECTION (1)(A) OF THIS SECTION AND

1 CREATING A NEW ONE-HUNDRED-TWENTY-DAY TIME PERIOD.

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

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

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

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

16 (III) A VIOLATION RELATED TO UNLAWFUL PRICE FIXING, ILLEGAL
17 PRACTICES CONCERNING RENT, FEES, CONSUMER PROTECTION LAWS,
18 ANTI-TRUST PROTECTIONS, OR FINANCIAL IMPROPRIETY RELATED TO A
19 MOBILE HOME PARK.

20 (b) A COURT SHALL ORDER THAT A LANDLORD REFUND A
21 HOMEOWNER OR A RESIDENT ANY RENT THAT THE COURT DETERMINES
22 WAS UNLAWFULLY COLLECTED OR RETAINED IN ADDITION TO ANY OTHER
23 REMEDIES OR DAMAGES AUTHORIZED UNDER LAW.

24 **SECTION 16.** In Colorado Revised Statutes, 38-12-223, **amend**
25 (1)(c), (1)(d)(IV), and (1)(d)(V); and **add** (1)(d)(VI), (1)(e), (1)(f), and
26 (5.5) as follows:

27 **38-12-223. Tenancy and park sale records.** (1) A landlord shall

1 retain records for each home owner and resident throughout the home
2 owner's or resident's tenancy and for twelve months after the tenancy
3 ends, including documentation of:

4 (c) Written rules and regulations adopted by the current or
5 previous landlord during the home owner's or resident's tenancy; ~~and~~

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

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

11 (V) Use of property related to parking of vehicles and use of
12 vehicles; AND

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

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

19 (f) WRITTEN NOTICES, DISCLOSURES, OR OTHER COMMUNICATIONS
20 PROVIDED TO RESIDENTS AND HOME OWNERS WHO HAVE REQUESTED THAT
21 THE LANDLORD PROVIDE NOTICES, DISCLOSURES, OR OTHER
22 COMMUNICATIONS IN A LANGUAGE OTHER THAN ENGLISH.

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

1 **SECTION 17.** In Colorado Revised Statutes, **add** 38-12-1105.5
2 as follows:

3 **38-12-1105.5. Sale or change in control of the park - complaint**
4 **pending - duties of landlord.** (1) IF THERE IS A SALE OR OTHER CHANGE
5 IN CONTROL OF A MOBILE HOME PARK WHILE A COMPLAINT FILED
6 PURSUANT TO SECTION 38-12-1105 IS PENDING BEFORE THE DIVISION OR
7 PRIOR TO THE LANDLORD'S COMPLIANCE WITH ALL REMEDIAL ACTIONS
8 AND PENALTIES ORDERED BY THE DIVISION AS A RESULT OF A COMPLAINT
9 THAT WAS PREVIOUSLY FILED, THE LANDLORD AT THE TIME THAT THE
10 COMPLAINT WAS FILED SHALL, AS A PRIOR CONDITION OF THE SALE OR
11 CHANGE IN CONTROL OF THE MOBILE HOME PARK:

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

16 (b) PAY ALL PENALTIES ORDERED BY THE DIVISION IN A FINAL
17 AGENCY ORDER AND SUBMIT AN AFFIDAVIT OF COMPLIANCE TO THE
18 DIVISION; AND

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

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

1 (a) THE LANDLORD SHALL COMPLETE ALL REMEDIAL ACTIONS
2 PRIOR TO THE SALE AND SUBMIT AN AFFIDAVIT OF COMPLIANCE TO THE
3 DIVISION; OR

4 (b) THE LANDLORD AND THE PROSPECTIVE BUYER SHALL JOINTLY
5 SUBMIT TO THE DIVISION A WRITTEN REMEDIAL PLAN THAT REQUIRES ALL
6 REMEDIAL ACTIONS TO BE COMPLETED WITHIN ONE YEAR. THE DIVISION
7 MAY ACCEPT OR REJECT THE PROPOSED REMEDIAL PLAN AND ASSESS
8 PENALTIES AGAINST EITHER PARTY IF A REMEDIAL PLAN SUBMITTED
9 PURSUANT TO THIS SECTION IS NOT COMPLETED.

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

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

16 PART 13

17 RENT-TO-OWN MOBILE HOME CONTRACTS

18 **38-12-1301. Mobile home rent-to-own contracts - general**
19 **provisions - definition.** (1) AS USED IN THIS PART 13, UNLESS THE
20 CONTEXT OTHERWISE REQUIRES:

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

24 (b) "RENT-TO-OWN CONTRACT" MEANS ANY RENT-TO-OWN,
25 LEASE-TO-OWN, PURCHASE OPTION, OR OTHER AGREEMENT IN WHICH THE
26 PURCHASER OF A MOBILE HOME AGREES TO OR RECEIVES THE OPTION TO
27 PURCHASE THE MOBILE HOME OVER A PERIOD MUTUALLY AGREED UPON

1 WITH THE SELLER OF THE MOBILE HOME.

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

5 (a) IS THE LANDLORD OF THE MOBILE HOME PARK; OR

6 (b) OWNS MORE THAN ONE MOBILE HOME IN COLORADO.

7 (3) THE PURCHASER UNDER A RENT-TO-OWN CONTRACT IS DEEMED
8 TO BE A "HOME OWNER", AS THAT TERM IS DEFINED IN SECTION
9 38-12-201.5 (2), AND HAS ALL OF THE RIGHTS OF A HOME OWNER UNDER
10 PART 2 OF THIS ARTICLE 12, UNLESS OTHERWISE SPECIFIED IN THIS PART 13
11 OR UNTIL THE RENT-TO-OWN CONTRACT IS VALIDLY TERMINATED
12 PURSUANT TO THIS PART 13.

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

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

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

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

1 (a) PROOF OF THE SELLER'S OWNERSHIP OF THE MOBILE HOME,
2 INCLUDING A COPY OF THE SELLER'S VALID CERTIFICATE OF TITLE TO THE
3 MOBILE HOME; AND

4 (b) A COPY OF A PROFESSIONAL APPRAISAL OF THE MOBILE HOME
5 DISCLOSING THE MOBILE HOME'S FAIR MARKET VALUE AS OF A DATE
6 WITHIN TWO YEARS OF THE DATE OF THE RENT-TO-OWN CONTRACT. THE
7 SELLER OF THE MOBILE HOME MUST PROVIDE THE APPRAISAL IN EITHER
8 ENGLISH OR BOTH ENGLISH AND SPANISH, AS REQUESTED BY THE
9 PURCHASER.

10 (4) A RENT-TO-OWN CONTRACT MUST CONTAIN THE FOLLOWING
11 INFORMATION:

12 (a) THE MANUFACTURER OF THE MOBILE HOME AND THE DATE OF
13 MANUFACTURE;

14 (b) THE VEHICLE IDENTIFICATION NUMBER OR OTHER IDENTIFYING
15 NUMBER OF THE MOBILE HOME;

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

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

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

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

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

24 (h) THE NUMBER OF PURCHASE PAYMENTS THAT THE PURCHASER
25 MUST MAKE UNDER THE RENT-TO-OWN CONTRACT AND THE AMOUNT OF
26 EACH PAYMENT;

27 (i) THE INTEREST RATE, IF ANY, TO BE CHARGED ON ANY

1 OUTSTANDING BALANCE OF THE PURCHASE PRICE, THE AMOUNT OF
2 INTEREST PAYABLE WITH EACH PURCHASE PAYMENT, AND THE TOTAL
3 INTEREST TO BE PAID OVER THE TERM OF THE RENT-TO-OWN CONTRACT;

4 (j) THE FEE, IF ANY, THAT THE PURCHASER MUST PAY AS
5 CONSIDERATION FOR THE RENT-TO-OWN OPTION. IF AN OPTION FEE IS
6 REQUIRED, THE AMOUNT OF THE FEE SHALL NOT EXCEED THE COST TO
7 TRANSFER THE TITLE OF THE MOBILE HOME IN THE COUNTY IN WHICH THE
8 MOBILE HOME IS LOCATED; AND

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

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

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

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

27 (8) (a) THE PURCHASER IN ANY RENT-TO-OWN CONTRACT HAS THE

1 RIGHT TO TERMINATE THE CONTRACT BEFORE THE END OF THE TERM OF
2 THE CONTRACT. TO EXERCISE THE RIGHT TO TERMINATE THE CONTRACT,
3 THE PURCHASER MUST GIVE THE SELLER AT LEAST THIRTY DAYS' WRITTEN
4 NOTICE OF THE PURCHASER'S INTENT TO TERMINATE THE RENT-TO-OWN
5 CONTRACT. AT THE CONCLUSION OF THE THIRTY DAYS' NOTICE TO
6 TERMINATE, THE SELLER MUST RETURN TO THE PURCHASER ALL PURCHASE
7 PAYMENTS MADE BY THE PURCHASER REDUCED BY ANY THEN-OWED RENT
8 UNDER THE CONTRACT.

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

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

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

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

25 (b) IF THE SELLER OF A MOBILE HOME TERMINATES A
26 RENT-TO-OWN CONTRACT PURSUANT TO THIS SUBSECTION (9), THE SELLER
27 SHALL RETURN TO THE PURCHASER ALL PURCHASE PAYMENTS MADE BY

1 THE PURCHASER NO LATER THAN TEN CALENDAR DAYS AFTER THE
2 RENT-TO-OWN CONTRACT TERMINATES. IF THE PURCHASER OWES ANY
3 RENT TO THE SELLER, THE SELLER MAY REDUCE THE RETURNED PURCHASE
4 PAYMENT BY THE AMOUNT OF RENT THE PURCHASER OWES TO THE SELLER.

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

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

27 **38-12-1303. Duties of the seller.** (1) FOR ANY RENT-TO-OWN

1 CONTRACT, THE SELLER OF THE MOBILE HOME SHALL:

2 (a) MAINTAIN HABITABILITY OF THE MOBILE HOME IN
3 ACCORDANCE WITH THE REQUIREMENTS OF PART 5 OF THIS ARTICLE 12
4 AND ANY OTHER APPLICABLE STATE OR LOCAL LAW, UNTIL THE
5 PURCHASER BECOMES THE OWNER OF THE MOBILE HOME AND RECEIVES
6 THE TITLE TO THE MOBILE HOME FROM THE SELLER OR UNTIL THE LOT
7 LEASE AND MOBILE HOME LEASE ARE LEGALLY AND VALIDLY
8 TERMINATED;

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

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

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

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

1 PAYMENTS WITHIN TEN DAYS OF THE DATE THE MOBILE HOME WAS
2 DESTROYED.

3 **38-12-1304. Concurrent mobile home leases.** (1) FOR A
4 RENT-TO-OWN CONTRACT COVERED UNDER THIS PART 13, THE SELLER
5 MUST OFFER THE PURCHASER A MOBILE HOME LEASE FOR A PERIOD
6 EQUIVALENT TO THE PERIOD IN WHICH THE PURCHASER HAS TO COMPLETE
7 THE PURCHASE OF THE MOBILE HOME. A SELLER SHALL NOT CHARGE
8 MOBILE HOME RENT PAYMENTS GREATER THAN THE RENT CHARGED FOR
9 MOBILE HOMES THAT ARE SIMILARLY SIZED IN SQUARE FOOTAGE AND
10 SIMILARLY POSITIONED IN THE PARK AND SHALL BE GOVERNED BY
11 APPLICABLE STATE LAWS, INCLUDING THIS PART 13.

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

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

1 **38-12-1305. Recordkeeping.** (1) FOR ANY RENT-TO-OWN
2 CONTRACT, THE SELLER OF THE MOBILE HOME SHALL MAINTAIN A
3 SEGREGATED ACCOUNT INTO WHICH ALL OF THE PURCHASER'S PURCHASE
4 PAYMENTS ARE DEPOSITED. THE SELLER SHALL NOT COMMINGLE THE
5 PURCHASER'S PURCHASE PAYMENTS WITH OTHER MONEY. THE SELLER MAY
6 KEEP ANY INTEREST EARNED ON A DEPOSIT OF PURCHASE PAYMENTS AS
7 COMPENSATION FOR ADMINISTERING THE ACCOUNT.

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

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

26 **38-12-1307. Unfounded or retaliatory evictions.** (1) FOR ANY
27 RENT-TO-OWN CONTRACT, IF THE SELLER OF THE MOBILE HOME EVICTS OR

1 ATTEMPTS TO EVICT A PURCHASER FOR ANY WRONGFUL OR RETALIATORY
2 REASON OR ANY REASON UNSUPPORTED BY THE PROVISIONS OF SECTIONS
3 38-12-203 AND 38-12-204, THE PURCHASER IS ENTITLED TO RECOVER
4 TREBLE DAMAGES. FOR PURPOSES OF CALCULATING DAMAGES, THE
5 MINIMUM AMOUNT OF DAMAGES IS AT LEAST THE AMOUNT OF PURCHASE
6 PAYMENTS THEN MADE BY THE PURCHASER. IN ADDITION TO MINIMUM
7 DAMAGES, THE PURCHASER IS ALSO ENTITLED TO ANY OTHER ACTUAL
8 DAMAGES.

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

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

20 (2) BEFORE TRANSFERRING THE TITLE OF A MOBILE HOME TO THE
21 PURCHASER, THE SELLER MUST PAY ANY THEN-OWED PROPERTY TAXES
22 ASSESSED ON THE MOBILE HOME, PRORATED TO THE DATE OF THE
23 TRANSFER OF THE TITLE.

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

27 (4) IN ADDITION TO ALL OTHER REMEDIES AVAILABLE PURSUANT

1 TO SECTION 38-12-220 AND OTHER STATE LAW, IF THE SELLER OF A MOBILE
2 HOME HAS FAILED TO PROPERLY REPAIR OR MAINTAIN THE MOBILE HOME
3 AS REQUIRED BY SECTION 38-12-1303 AT THE TIME THE PURCHASER OF A
4 MOBILE HOME MAKES THE FINAL PAYMENT UNDER THE RENT-TO-OWN
5 CONTRACT, THE PURCHASER MAY EXERCISE THE PURCHASER'S RIGHT OF
6 PRIVATE ACTION PURSUANT TO SECTION 38-12-220. IF THE PURCHASER
7 PREVAILS, IN ADDITION TO DAMAGES AVAILABLE PURSUANT TO SECTION
8 38-12-220, A COURT MAY AWARD TREBLE DAMAGES IF THE COURT
9 DETERMINES THAT THE SELLER'S FAILURE TO REPAIR OR MAINTAIN THE
10 MOBILE HOME WAS NEGLIGENT OR WILLFUL.

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

13 **24-31-101. Powers and duties of attorney general.** (1) The
14 attorney general:

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

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

19 (XVIII) The "Reproductive Health Equity Act", part 4 of article
20 6 of title 25; AND

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

22 **SECTION 20. Appropriation.** (1) For the 2024-25 state fiscal
23 year, \$40,966 is appropriated to the department of law. This appropriation
24 is from reappropriated funds received from the department of local affairs
25 from the mobile home park act dispute resolution and enforcement
26 program fund created in section 38-12-1110 (1), C.R.S., and is based on
27 an assumption that the department of law will require an additional 0.2

1 FTE. To implement this act, the department may use this appropriation to
2 provide legal services for the department of local affairs.

3 **SECTION 21. Applicability.** Section 18 of this act applies to
4 rent-to-own mobile home contracts formed on or after June 30, 2024.

5 **SECTION 22. Effective date.** This act takes effect June 30,
6 2024; except that sections 1, 6, 8, 14, 15, 17, and section 38-12-212.3 (1)
7 and (2), Colorado Revised Statutes, as amended in section 9 of this act,
8 and sections 38-12-214 (2), (2.5), (2.7), and (3), Colorado Revised
9 Statutes, as amended in section 13 of this act, take effect upon passage.

10 **SECTION 23. Safety clause.** The general assembly finds,
11 determines, and declares that this act is necessary for the immediate
12 preservation of the public peace, health, or safety or for appropriations for
13 the support and maintenance of the departments of the state and state
14 institutions.