

SENATE BILL NO. 308

INTRODUCED BY R. WEBB

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A BILL FOR AN ACT ENTITLED: "AN ACT REVISING THE MONTANA RESIDENTIAL MOBILE HOME LOT RENTAL ACT; PROVIDING DEFINITIONS; REVISING PROHIBITED ACTIVITIES; REVISING CERTAIN NOTICE PROVISIONS; AND AMENDING SECTIONS 70-33-103, 70-33-321, AND 70-33-433, MCA."

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. Section 70-33-103, MCA, is amended to read:

"70-33-103. Definitions. Unless the context clearly requires otherwise, in this chapter, the following definitions apply:

(1) "Action" includes recoupment, counterclaim, setoff suit in equity, and any other proceeding in which rights are determined, including an action for possession.

(2) "Case of emergency" means an extraordinary occurrence beyond the tenant's control requiring immediate action to protect the premises or the tenant. A case of emergency may include the interruption of essential services, including electricity, gas, running water, and sewer and septic system service, or life-threatening events in which the tenant or landlord has reasonable apprehension of immediate danger to the tenant or others.

(3) "Court" means the appropriate district court, small claims court, justice's court, or city court.

(4) "Good faith" means honesty in fact in the conduct of the transaction concerned.

(5) "Guest" means a person staying with a tenant for a temporary period of time as defined in the rental agreement or, if not defined in the rental agreement, for a period of time no more than 7 days unless the tenant has received the landlord's written consent to a longer period of time.

~~(5)~~(6) "Landlord" means:

(a) the owner, lessor, or sublessor of:

(i) space or land, including a lot, that is rented to a tenant for a mobile home; or

(ii) a mobile home park; or

(b) a manager of the premises who fails to disclose the managerial position.

~~(6)~~(7) "Lot" means the space or land rented and not a mobile home itself.

1 ~~(7)~~(8) "Mobile home" has the same meaning as provided in 15-1-101 and includes manufactured homes
2 as defined in 15-1-101.

3 ~~(8)~~(9) "Mobile home owner" means the owner of a mobile home entitled under a rental agreement to
4 occupy a lot.

5 ~~(9)~~(10) "Mobile home park" means a trailer court as defined in 50-52-101.

6 ~~(10)~~(11) "Organization" includes a corporation, government, governmental subdivision or agency,
7 business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, and
8 any other legal or commercial entity.

9 ~~(11)~~(12) "Person" includes an individual or organization.

10 ~~(12)~~(13) "Premises" means a lot and the grounds, areas, and facilities held out for the use of tenants
11 generally or promised for the use of a tenant.

12 ~~(13)~~(14) "Rent" means all payments to be made to a landlord under a rental agreement.

13 ~~(14)~~(15) "Rental agreement" means all agreements, written or oral, and valid rules adopted under
14 70-33-311 embodying the terms and conditions concerning the use and occupancy of the premises.

15 ~~(15)~~(16) "Tenant" means:

16 (a) a person entitled under a rental agreement to occupy a lot to the exclusion of others; or

17 (b) a person who, with the written approval of the landlord and pursuant to the rental agreement, has a
18 sublease agreement with the person who is entitled to occupy the dwelling unit under the rental agreement.

19 (17) "Unauthorized person" means a person, other than a tenant or guest, who is trespassing in violation
20 of 45-6-203."

21

22 **Section 2.** Section 70-33-321, MCA, is amended to read:

23 **"70-33-321. Tenant to maintain lot.** (1) A tenant shall:

24 (a) comply with all obligations primarily imposed upon tenants by applicable provisions of building and
25 housing codes materially affecting health and safety;

26 (b) keep that part of the premises that the tenant occupies and uses as reasonably clean and safe as
27 the condition of the premises permits;

28 (c) dispose of all ashes, garbage, rubbish, and other waste from the lot in a clean and safe manner;

29 (d) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning,
30 and other facilities and appliances, including elevators, in the premises;

1 (e) conduct oneself and require other persons on the premises with the tenant's consent to conduct
2 themselves in a manner that will not disturb the tenant's neighbors' peaceful enjoyment of the premises; and

3 (f) use the parts of the premises in a reasonable manner considering the purposes for which they were
4 designed and intended.

5 (2) This section does not preclude the right of the tenant to operate a limited business or cottage industry
6 on the premises, subject to state and local laws, if the landlord has consented in writing. The landlord may not
7 unreasonably withhold consent if the limited business or cottage industry is operated within reasonable rules of
8 the landlord.

9 (3) A tenant may not destroy, deface, damage, impair, or remove any part of the premises or permit any
10 person to do so.

11 (4) A tenant may not engage or knowingly allow any person to engage in any activity on the premises
12 that creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants
13 may be injured by any of the following:

14 (a) criminal production or manufacture of dangerous drugs, as prohibited by 45-9-110;

15 (b) operation of an unlawful clandestine laboratory, as prohibited by 45-9-132; ~~or~~

16 (c) gang-related activities, as prohibited by Title 45, chapter 8, part 4-;

17 (d) unlawful possession of a firearm, explosive, or hazardous or toxic substance; or

18 (e) any activity that is otherwise unlawful."

19

20 **Section 3.** Section 70-33-433, MCA, is amended to read:

21 **"70-33-433. Grounds for termination of rental agreement.** (1) If there is a noncompliance by the
22 tenant with the rental agreement or with a provision of 70-33-321, the landlord may deliver a written notice to the
23 tenant pursuant to 70-33-106 specifying the acts or omissions constituting the noncompliance and stating that
24 the rental agreement will terminate upon the date specified in the notice that may not be less than the minimum
25 number of days after receipt of the notice provided for in this section. The rental agreement terminates as
26 provided in the notice for one or more of the following reasons and subject to the following conditions:

27 (a) nonpayment of rent, late charges, or common area maintenance fees as established in the rental
28 agreement, for which the notice period is 7 days;

29 (b) a violation of a rule other than provided for in subsection (1)(a) that does not create an immediate
30 threat to the health and safety of any other tenant or the landlord or manager, for which the notice period is 14

1 days;

2 (c) a violation of a rule that creates an immediate threat to the health and safety of any other tenant or
3 the landlord or manager, for which the notice period is 24 hours;

4 (d) late payment of rent, late charges, or common area maintenance fees, as established in the rental
5 agreement, three or more times within a 12-month period if written notice is given by the landlord after each failure
6 to pay, as required by subsection (1)(a), for which the notice period for termination for the final late payment is
7 30 days;

8 (e) a violation of a rule that creates an immediate threat to the health and safety of any other tenant or
9 the landlord or manager whether or not notice was given pursuant to subsection (1)(c) and the violation was
10 remedied as provided in subsection (3), for which the notice period is 14 days;

11 (f) two or more violations within a 12-month period of the same rule for which notice has been given for
12 each prior violation, as provided in subsection (1)(a), (1)(b), or (1)(c), for which the notice period for the final
13 violation is 30 days;

14 (g) two or more violations of 70-33-321(1) within a 12-month period, for which the notice period for the
15 final violation is 14 days;

16 (h) any violation of 70-33-321(3), for which the notice period is as provided in 70-33-422(1);

17 (i) disorderly conduct that results in disruption of the rights of others to the peaceful enjoyment and use
18 of the premises, for which the notice period is ~~30~~ 7 days;

19 (j) any other noncompliance or violation not covered by subsections (1)(a) through (1)(i) that endangers
20 other tenants or mobile home park personnel or the landlord or manager or causes substantial damage to the
21 premises, for which the notice period is ~~14~~ 3 days;

22 (k) conviction of the mobile home owner or a tenant of the mobile home owner of a violation of a federal
23 or state law or local ordinance, when the violation is detrimental to the health, safety, or welfare of other tenants
24 or the landlord or manager or the landlord's documentation of a violation of the provisions of Title 45, chapter 9,
25 for which the notice period is ~~14~~ 3 days;

26 (l) changes in the use of the land if the requirements of subsection (2) are met, for which the notice
27 period is 180 days;

28 (m) any legitimate business reason not covered elsewhere in this subsection (1) if the landlord meets
29 the following requirements:

30 (i) the termination does not violate a provision of this section or any other state statute; and

1 (ii) the landlord has given the mobile home owner or tenant of the mobile home owner a minimum of 90
2 days' written notice of the termination.

3 (2) If a landlord plans to change the use of all or part of the premises from mobile home lot rentals to
4 some other use, each affected mobile home owner must receive notice from the landlord as follows:

5 (a) The landlord shall give the mobile home owner and a tenant of the mobile home owner at least 15
6 days' written notice that the landlord will be appearing before a unit of local government to request permits for
7 a change of use of the premises.

8 (b) After all required permits requesting a change of use have been approved by the unit of local
9 government, the landlord shall give the mobile home owner and a tenant of the mobile home owner 6 months'
10 written notice of termination of tenancy. If the change of use does not require local government permits, the
11 landlord shall give the written notice at least 6 months prior to the change of use. In the notice the landlord shall
12 disclose and describe in detail the nature of the change of use.

13 (c) Prior to entering a rental agreement during the 6-month notice period referred to in subsection (2)(b),
14 the landlord shall give each prospective mobile home owner and any tenant of the mobile home owner whose
15 identity and address have been provided to the landlord written notice that the landlord is requesting a change
16 in use before a unit of local government or that a change in use has been approved.

17 (3) Subject to the right to terminate in subsections (1)(d) through (1)(k), if the noncompliance described
18 in subsections (1)(a) through (1)(c) is remediable by repairs, the payment of damages, or otherwise and the
19 tenant adequately remedies the noncompliance before the date specified in the notice, the rental agreement does
20 not terminate as a result of that noncompliance.

21 (4) For purposes of calculating the total number of notices given within a 12-month period under
22 subsection (1)(d), only one notice for each violation per month may be included in the calculation."

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