

1 SENATE BILL NO. 362

2 INTRODUCED BY B. HOVEN

3
4 A BILL FOR AN ACT ENTITLED: "AN ACT GENERALLY REVISING THE MONTANA RESIDENTIAL MOBILE
5 HOME LOT RENTAL ACT; PROVIDING ADDITIONAL POLICY STATEMENTS; PROVIDING ADDITIONAL
6 RENTAL AGREEMENT TERMS; PROVIDING A DETERMINATION OF AN EXCESSIVE RENT INCREASE
7 AND REMEDIES; LIMITING A LANDLORD'S ABILITY TO INTERFERE WITH THE SALE OF A MOBILE
8 HOME; PROVIDING ALLOWABLE REASONS TO DISAPPROVE A PROSPECTIVE BUYER FROM
9 OBTAINING A RENTAL AGREEMENT; PROVIDING ADDITIONAL PROTECTIONS TO A RESIDENT
10 ASSOCIATION; PROVIDING ADDITIONAL ACTIONS DEEMED RETALIATORY BY A LANDLORD;
11 REVISING REASONS FOR AND THE PROCESS OF A LAWFUL EVICTION OR TERMINATION OF A
12 RENTAL AGREEMENT; PROVIDING ADDITIONAL REMEDIES; PROVIDING DEFINITIONS; PROVIDING
13 RULEMAKING AUTHORITY; AND AMENDING SECTIONS 70-33-102, 70-33-103, 70-33-201, 70-33-305, 70-
14 33-314, 70-33-431, AND 70-33-433, MCA."

15
16 WHEREAS, the right of an individual to own and use property is held in high regard in Montana, and
17 mobile home parks present a unique circumstance where the right of a mobile home owner to obtain, possess,
18 and use the mobile home owner's property without restriction must be considered as important and worthy of
19 protection as the right of a mobile home park owner to use the land on which the property resides;

20 WHEREAS, many states including Montana have experienced mobile home park management
21 companies or investors who purchase a mobile home park without the knowledge of the tenants who own the
22 mobile homes placed on the lots, and who then proceed to cut maintenance services or charge exorbitant fees
23 and rent to increase profits;

24 WHEREAS, mobile home parks offer affordable housing solutions to many Montanans who often
25 depend on a fixed income, and volatile rent and fee increases make mobile home park lot rental difficult to
26 afford, which can lead to housing displacement for many senior citizens and low-income tenants; and

27 WHEREAS, to provide for and maintain necessary affordable housing, the state of Montana needs to
28 ensure that mobile home park tenants are sufficiently notified of rental increases and fee increases.

1

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

3

4 **Section 1.** Section 70-33-102, MCA, is amended to read:5 **"70-33-102. Purpose -- liberal construction.** (1) This chapter must be liberally construed and
6 applied to promote the underlying purposes and policies of this chapter.

7 (2) The underlying purposes and policies of this chapter are to:

8 (a) simplify and clarify the law governing the rental of land to owners of mobile homes and
9 manufactured homes and the rights and obligations of landlords and tenants concerning lot rentals; ~~and~~10 (b) encourage landlords and tenants to maintain and improve the quality of housing and require
11 landlords to maintain common land and infrastructure to ensure the health and safety of residents while
12 maintaining reasonable rental costs and fees;13 (c) maintain affordable housing solutions by discouraging excessive rent and fee increases that risk
14 displacing senior citizens, low-income residents, and low-wage workers;15 (d) discourage evictions without just cause and provide tenants an adequate timeline when a justified
16 eviction occurs; and17 (e) protect tenants from retaliation and unreasonable lease provisions."

18

19 **Section 2.** Section 70-33-103, MCA, is amended to read:20 **"70-33-103. Definitions.** Unless the context clearly requires otherwise, in this chapter, the following
21 definitions apply:22 (1) "Action" includes recoupment, counterclaim, setoff suit in equity, and any other proceeding in
23 which rights are determined, including an action for possession.24 (2) "Board" means the board of housing created in 2-15-1814.25 ~~(2)(3)~~ "Case of emergency" means an extraordinary occurrence beyond the tenant's control requiring
26 immediate action to protect the premises or the tenant. A case of emergency may include the interruption of
27 essential services, including electricity, gas, running water, and sewer and septic system service, or life-
28 threatening events in which the tenant or landlord has reasonable apprehension of immediate danger to the

1 tenant or others.

2 ~~(3)~~(4) "Court" means the appropriate district court, small claims court, justice's court, or city court.

3 ~~(4)~~(5) "Good faith" means honesty in fact in the conduct of the transaction concerned.

4 ~~(5)~~(6) "Landlord" means:

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

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

7 (ii) a mobile home park; or

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

9 ~~(6)~~(7) "Lot" means the space or land rented and not a mobile home itself.

10 ~~(7)~~(8) "Mobile home" has the same meaning as provided in 15-1-101 and includes manufactured
11 homes as defined in 15-1-101.

12 ~~(8)~~(9) "Mobile home owner" means the owner of a mobile home entitled under a rental agreement to
13 occupy a lot.

14 ~~(9)~~(10) "Mobile home park" means a trailer court as defined in 50-52-101.

15 ~~(10)~~(11) "Organization" includes a corporation, government, governmental subdivision or agency,
16 business trust, estate, trust, partnership, association, two or more persons having a joint or common interest,
17 and any other legal or commercial entity.

18 ~~(11)~~(12) "Person" includes an individual or organization.

19 ~~(12)~~(13) "Premises" means a lot and the grounds, areas, and facilities held out for the use of tenants
20 generally or promised for the use of a tenant.

21 ~~(13)~~(14) "Rent" means all payments to be made to a landlord, under a rental agreement including but
22 not limited to lot rent, unit rent, and utility and administrative fees.

23 ~~(14)~~(15) "Rental agreement" means all agreements, written or oral, and valid rules adopted under 70-
24 33-311 embodying the terms and conditions concerning the use and occupancy of the premises.

25 (16) "Resident association" means an organization of residents who own and occupy mobile homes in
26 a mobile home park that is organized to address the common interests of the residents.

27 ~~(15)~~(17) "Tenant" means:

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

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

3

4 **Section 3.** Section 70-33-201, MCA, is amended to read:

5 **"70-33-201. Rental agreements.** (1) A landlord and a tenant may include in a rental agreement terms
 6 and conditions not prohibited by this chapter or other rule or law.

7 (2) Unless the rental agreement provides otherwise:

8 (a) the tenant shall pay as rent the rental value for the use and occupancy of the lot as determined by
 9 the landlord;

10 (b) rent is payable at the landlord's address or using electronic funds transfer to an account
 11 designated for the payment of rent by the landlord;

12 (c) periodic rent is payable at the beginning of a term that is a month or less and otherwise in equal
 13 monthly installments at the beginning of each month;

14 (d) rent is uniformly apportionable from day to day; and

15 (e) ~~the tenancy is from month to month~~ the agreement is for a term of 1 year unless a longer period is
 16 mutually agreed upon by both the tenant and the landlord.

17 (3) Rent is payable without demand or notice at the time and place agreed upon by the parties or as
 18 provided by subsection (2).

19 (4) Sixty days prior to the expiration of the term of a rental agreement, the landlord shall offer the
 20 tenant a renewal lease for the same term and with the same provisions as the original agreement, unless the
 21 landlord notifies the resident in writing a minimum of 60 days prior to the expiration of the rental agreement that
 22 the agreement will not be renewed for reasons pursuant to 70-33-433."

23

24 **NEW SECTION. Section 4. Rent increase -- allowable amounts -- rulemaking authority.** (1) The
 25 legislative intent of this section is to balance the property rights of a mobile home owner with the property rights
 26 of the mobile home park owner. The mobile home park owner or landlord is entitled to a historic or reasonable
 27 rate of return, and the mobile home owners deserve lot rent and utility costs that do not significantly adversely
 28 affect their standard of living.

1 (2) A landlord shall give tenants 60 days' written notice prior to any lot rent increase. The written
2 notice must detail the current rent, the proposed rent, and the date on which the increase takes effect.

3 (3) Within 45 days of the enactment of a rent increase, a complaint may be filed with the board if at
4 least 10% of the mobile home park residents allege that a higher than normal rent increase has occurred.

5 (4) On receipt of a complaint filed as allowed in subsection (3), the board shall solicit data from the
6 landlord and other pertinent sources and shall consider the following factors when making a determination
7 regarding the rent increase:

8 (a) the average increase of the consumer price index for the past 2 years;

9 (b) the reasons given by the landlord to justify the increase;

10 (c) capital improvements made by the landlord or mobile home park owner; and

11 (d) actual increases in taxes, utilities, and operating expenses, excluding debt service.

12 (5) Costs incurred for ordinary maintenance, including the maintenance, replacement, or repair of
13 roads, infrastructure, or other community property services required to maintain habitable living conditions
14 pursuant to 70-33-303(1), may not be considered justifiable reasons for a landlord to propose a higher than
15 normal rent increase.

16 (6) The board shall make a determination to either approve the full rent increase enacted by the
17 landlord or approve a reduced rent increase.

18 (7) This section applies only to mobile home parks with more than 75 lots.

19 (8) The board may adopt rules to implement this section.

20 (9) As used in this section, "normal rent increase" means a rent increase of not more than 3%.

21

22 **Section 5.** Section 70-33-305, MCA, is amended to read:

23 **"70-33-305. Transfer of premises by tenant -- rights and duties of landlord and tenant.** (1) A

24 tenant who vacates a lot during the term of a tenancy may not allow the possession of the property to be
25 transferred to a third person or sublet the property unless the landlord or the landlord's agent has consented in
26 writing.

27 (2) The sale or rental of a mobile home located upon a lot does not entitle the purchaser or renter to
28 retain rental of the lot unless the purchaser or renter enters into a rental agreement with the owner of the lot.

1 (3) (a) A mobile home owner who owns the mobile home but rents the lot has the exclusive right to
2 sell the mobile home without interference or conditions by the landlord. The new purchaser shall make suitable
3 arrangements with the landlord in order to become a tenant on the mobile home lot. The purchase of the mobile
4 home does not automatically entitle the purchaser-potential buyer to rent the mobile home lot, and a landlord
5 may refuse to lease to a prospective buyer:

6 (i) if the prospective buyer has an adverse credit report;

7 (ii) if a background check indicates that the prospective buyer will pose an unreasonable hazard to the
8 safety or peaceful enjoyment of the residents of the mobile home park; or

9 (iii) for any reasonable and prudent objection determined by the landlord.

10 (b) The age or condition of a mobile home is not grounds for disapproving a prospective buyer for a
11 lease. The landlord may not disapprove an assignment of the lease from the tenant to the tenant's bona fide
12 creditor.

13 (c) The landlord may require the prospective buyer to submit an application for lease or sublease, or
14 receive an assignment of the lease for the rental site, and may make reasonable review of the new buyer as
15 provided in subsections (3)(a)(i) through (3)(a)(iii). The landlord has 14 calendar days after receiving an
16 application from the prospective buyer to give written notice to the buyer stating the reasons for the disapproval.
17 If the prospective buyer is not provided with a written notice of disapproval within 14 calendar days, the
18 prospective tenant is deemed approved. A notice of denial must also be sent to the selling mobile home owner
19 without detail unless the prospective buyer has given written consent to release details to the home owner.

20 (d) The mobile home owner or prospective buyer may seek judicial review of the landlord's refusal to
21 lease to the prospective buyer. To continue with the denial of the lease, the landlord shall prove to the court that
22 the disapproval was objectively reasonable and in good faith. If the court finds that the disapproval was not
23 justified, the court shall order the grant of a site lease and award any actual damages, costs, and reasonable
24 attorney fees to the mobile home owner or prospective buyer.

25 (4) A mobile home owner who wishes to sell a mobile home as allowed in subsection (3) shall notify
26 the landlord of a proposed sale of the home.

27 (5) A landlord may not deny a mobile home owner the right to sell a mobile home on a rented space
28 and may not require a home to be removed from the space solely on the basis of the sale of the home. A

1 landlord may not limit the sale of a home on the basis of the home's age or physical condition or in any way
 2 misrepresent that the home may not be sold. A landlord may not require that a mobile home owner make any
 3 addition or improvement to the home as a condition of sale unless those additions or improvements are
 4 required by law.

5 (6) A landlord or an employee of a mobile home park may not act as agent or broker in the sale of a
 6 tenant's mobile home and may not exact a commission or fee from the sale of a home owned by a tenant. A
 7 landlord or employee of a mobile home park may not require that a tenant use the services of a particular
 8 dealer or broker when selling a home.

9 (7) A landlord may not place unreasonable, unfair, or discriminatory restriction on sale advertisement
 10 signs or on access to the mobile home park by prospective buyers, realtors, or other representatives of the
 11 mobile home owner and may not interfere with the mobile home owner's efforts to sell a mobile home.

12 (8) A landlord may not request, negotiate, or demand an option to purchase a mobile home upon
 13 resale or lease termination unless the purchase price is determined by a qualified, neutral third party at the
 14 expense of the landlord or based on the first offer of a bona fide purchaser for value."

15

16 **Section 6.** Section 70-33-314, MCA, is amended to read:

17 **"70-33-314. Resident associations -- meetings.** (1) The membership of a resident association may
 18 elect officers of the association at a meeting at which a majority of the members are present. All residents may
 19 attend meetings, ~~but~~. Membership in a residential association is limited to mobile home owners who occupy
 20 their mobile homes and residents who have rent to own agreements for the mobile home in which they reside.

21 (2) ~~the~~ The landlord and the landlord's employees may not be members and may not attend meetings
 22 unless specifically invited by the tenants' resident association. The landlord may not interfere with or prevent
 23 the attendance of an invitee at a resident association's meeting.

24 ~~(2)~~ (3) The landlord may not prohibit or adopt any rule that prohibits meetings by a resident
 25 association or tenants relating to:

26 (a) mobile home living; ~~or~~

27 (b) the future plans for the mobile home park, including sale or change of use;

28 (c) any other purpose related to mobile home park living, including but not limited to social or

1 educational purposes or to forums for or speeches by public officials, candidates for public office, or
 2 representatives of community groups or resident associations.

3 (4) (a) The landlord shall permit the resident association to use the common areas and facilities of
 4 the mobile home park to conduct meetings and programs. The landlord may not charge a resident or a resident
 5 association a fee to use common areas or facilities for meetings of the resident association in excess of the fee
 6 normally and uniformly charged for use of the common areas or facilities.

7 (b) The landlord may not require a resident or resident association to obtain liability insurance in order
 8 to use the common areas or facilities of the mobile home park for the purposes allowed in this section unless
 9 alcoholic beverages are permitted in common areas or facilities and are to be served at a meeting or private
 10 function of the resident association.

11 (5) A resident association is entitled to the protections of this section, regardless of the number or
 12 percentage of residents who are members.

13 (6) An officer or member of a resident association is not personally financially responsible for the acts
 14 or omissions of the association or any other officers or members of the association.

15 (7) A landlord may not harass or threaten any resident association or engage in any unfair or
 16 deceptive conduct to inhibit or interfere with the creation or operation of a residential association."

17

18 **Section 7.** Section 70-33-431, MCA, is amended to read:

19 **"70-33-431. Retaliatory conduct by landlord prohibited.** (1) Except as provided in this section, a
 20 landlord may not retaliate by increasing rent, by decreasing services, by altering or refusing to renew an
 21 existing rental agreement, by imposing any fee, by changing mobile home park rules, by enforcing mobile home
 22 park rules in an unreasonable or nonuniform manner, by bringing or threatening to bring an action for eviction,
 23 or by bringing or threatening to bring an action for possession after the tenant has:

24 (a) ~~has~~ complained of a violation applicable to the premises materially affecting health and safety to a
 25 governmental agency charged with responsibility for enforcement of a building or housing code;

26 (b) ~~has~~ complained to the landlord in writing of a violation under 70-33-303; ~~or~~

27 (c) ~~has~~ organized or become a member of a tenant's union, mobile home park resident association, or
 28 similar organization;

- 1 (d) testified in a judicial or administrative proceeding or before a public body;
 2 (e) expressed an intent to organize, has organized, or is a member of a resident association;
 3 (f) expressed an intent to abate or withhold rent or has abated or withheld rent for the actual and
 4 reasonable cost of repairing conditions in the mobile home park that are the responsibility of the landlord after
 5 giving the landlord notice and a reasonable opportunity to make the repairs;
 6 (g) engaged in political activity;
 7 (h) retained legal counsel or an agent to represent the tenant's interests;
 8 (i) exercised the tenant's right to freedom of association and assembly or freedom of speech;
 9 (j) performed or expressed an intent to perform any other act for the purpose of asserting, protecting,
 10 or invoking the protection of any right secured to residents under the lease or under any federal, state, or local
 11 law.

12 (2) If the landlord acts in violation of subsection (1) of this section, the tenant is entitled to the
 13 remedies provided in 70-33-409 and has a defense in any retaliatory action against the tenant for possession.

14 (3) In an action by or against the tenant, evidence of a complaint within 6 months before the alleged
 15 act of retaliation creates a rebuttable presumption that the landlord's conduct was in retaliation. The
 16 presumption does not arise if the tenant made the complaint after notice of a proposed rent increase or
 17 diminution of services. For purposes of this subsection, "rebuttable presumption" means that the trier of fact is
 18 required to find the existence of the fact presumed unless evidence is introduced that would support a finding of
 19 its nonexistence.

20 (4) Subsections (1) through (3) do not prevent a landlord from bringing an action for possession if:

21 (a) the violation of the applicable building or housing code was caused primarily by lack of reasonable
 22 care by the tenant, a member of the tenant's family, or any other persons on the premises with the tenant's
 23 consent;

24 (b) the tenant is in default in rent; or

25 (c) compliance with the applicable building or housing code requires alteration, remodeling, or
 26 demolition that would effectively deprive the tenant of use of the lot.

27 (5) The maintenance of an action under subsection (4) of this section does not release the landlord
 28 from liability under 70-33-404(2)."

1

2 **Section 8.** Section 70-33-433, MCA, is amended to read:

3 **"70-33-433. Grounds for termination of rental agreement -- eviction process.** (1) If there is a
4 noncompliance by the tenant with the rental agreement or with a provision of 70-33-321, the landlord may
5 deliver a written notice to the tenant pursuant to 70-33-106 specifying the acts or omissions constituting the
6 noncompliance and stating that the rental agreement will terminate upon the date specified in the notice that
7 may not be less than the minimum number of days after receipt of the notice provided for in this section. The
8 rental agreement terminates as provided in the notice for one or more of the following reasons and subject to
9 the following conditions:

10 (a) as specified in subsection (2), nonpayment of rent, late charges, or common area maintenance
11 fees as established in the rental agreement, for which the notice period is 7 days;

12 (b) pursuant to subsection (5), a violation of a rule other than provided for in subsection (1)(a) that
13 does not create an immediate threat to the health and safety of any other tenant or the landlord or manager, for
14 which the notice period is 14 days;

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

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

21 (e) a violation of a rule that creates an immediate threat to the health and safety of any other tenant or
22 the landlord or manager whether or not notice was given pursuant to subsection (1)(c) and the violation was
23 remedied as provided in subsection ~~(3)~~ (4), for which the notice period is 14 days;

24 (f) pursuant to subsection (5), two or more violations within a 12-month period of the same rule for
25 which notice has been given for each prior violation, as provided in subsection (1)(a), (1)(b), or (1)(c), for which
26 the notice period for the final violation is 30 days;

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

- 1 (h) any violation of 70-33-321(3) or (4), for which the notice period is as provided in 70-33-422(1);
- 2 (i) disorderly conduct that results in disruption of the rights of others to the peaceful enjoyment and
3 use of the premises, for which the notice period is 30 days;
- 4 (j) any other noncompliance or violation not covered by subsections (1)(a) through (1)(i) that
5 endangers other tenants or mobile home park personnel or the landlord or manager or causes substantial
6 damage to the premises, for which the notice period is 14 days;
- 7 (k) conviction of the mobile home owner or a tenant of the mobile home owner of a violation of a
8 federal or state law or local ordinance, when the violation is detrimental to the health, safety, or welfare of other
9 tenants or the landlord or manager or the landlord's documentation of a violation of the provisions of Title 45,
10 chapter 9, for which the notice period is 14 days;
- 11 (l) changes in the use of the land if the requirements of subsection ~~(2)~~ (3) are met, for which the
12 notice period is 180 days;
- 13 (m) any legitimate business reason not covered elsewhere in this subsection (1) if the landlord meets
14 the following requirements:
- 15 (i) the termination does not violate a provision of this section or any other state statute; and
16 (ii) the landlord has given the mobile home owner or tenant of the mobile home owner a minimum of
17 90 days' written notice of the termination.
- 18 (2) (a) A landlord may not institute eviction procedures for nonpayment of rent until 45 days have
19 elapsed from the date the tenant receives notice that rent is delinquent and only if the tenant has not tendered
20 the delinquent payment during that 45-day period. The notice must state the total amount of rent due, including
21 an itemization, and must inform the tenant that the landlord intends to commence an eviction proceeding unless
22 the tenant makes the delinquent payment within 45 days.
- 23 (b) Nonpayment of any fees, any late charges or utility charges, or any charges prohibited by law is
24 not grounds for eviction.
- 25 (c) Any payment made by a tenant to the landlord must be attributed first to delinquent rent payments,
26 then to current rent payments, and last to utility charges, late fees, and other fees.
- 27 (d) The landlord's refusal to accept rent from a tenant is not nonpayment of rent and is not grounds
28 for eviction. Withholding rent in good faith as allowed in 70-33-431(1)(f) is not nonpayment of rent and is not

1 grounds for eviction.

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

4 ~~(a)(i)~~ (i) The landlord shall give the mobile home owner and a tenant of the mobile home owner at least
5 ~~15-30~~ days' written notice that the landlord will be appearing before a unit of local government to request
6 permits for a change of use of the premises.

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

12 ~~(c)(iii)~~ (iii) Prior to entering a rental agreement during the ~~6-month~~ 12-month notice period referred to in
13 subsection ~~(2)(b)~~ (3)(a)(ii), the landlord shall give each prospective mobile home owner and any tenant of the
14 mobile home owner whose identity and address have been provided to the landlord written notice that the
15 landlord is requesting a change in use before a unit of local government or that a change in use has been
16 approved.

17 (b) A landlord may terminate a rental agreement in order to change the land use of all or part of the
18 premises of a mobile home park only if the landlord meets the following conditions:

19 (i) the rental agreement or rental renewal agreement clearly and conspicuously discloses a change in
20 land use as a ground for terminating the rental agreement;

21 (ii) the landlord has a present intent to change the land use to a use other than a mobile home park;
22 and

23 (iii) the landlord has notified the board and each mobile home owner or tenant whose lease will be
24 terminated of the intended change of land use by certified or registered mail at least 1 year before the date of
25 the change of use.

26 ~~(3)(4)~~ Subject to the right to terminate in subsections (1)(d) through (1)(k), if the noncompliance
27 described in subsections (1)(a) through (1)(c) is remediable by repairs, the payment of damages, or otherwise
28 and the tenant adequately remedies the noncompliance before the date specified in the notice, the rental

1 agreement does not terminate as a result of that noncompliance.

2 (5) (a) Violation of a mobile home park rule or regulation as provided in subsections (1)(b) or (1)(f) is
3 grounds for eviction only if:

4 (i) the rule has been properly promulgated pursuant to 70-33-311;

5 (ii) the rule is not a significant modification of the existing lease agreement and is not unfair,
6 unreasonable, or unconscionable;

7 (iii) the tenant had at least 60 days' notice of the rule before the violation took place; and

8 (iv) the rule violation is likely to continue or recur and the continuing violation would have a significant
9 adverse impact on the mobile home park or its residents.

10 (b) Violation of a rule is not grounds for eviction if the conduct or conviction was committed by a
11 member of the tenant's household, and not by the tenant, and the other person is no longer living in the home
12 and is not likely to return to the home.

13 ~~(4)(6)~~ For purposes of calculating the total number of notices given within a 12-month period under
14 subsection (1)(d), only one notice for each violation per month may be included in the calculation.

15 (7) The landlord may terminate the rental agreement as allowed in subsection (1) or evict the tenant
16 only by court process. No eviction may be ordered if the court determines that the eviction proceeding is a
17 retaliatory act in violation of 70-33-431.

18 (8) This section provides the exclusive procedure and grounds for removing, ejecting, or evicting a
19 tenant, regardless of any purported termination of the lease and regardless of whether the tenant's original
20 lease has expired or been renewed. The landlord's termination of or refusal to renew a lease on any grounds is
21 ineffective unless and until the landlord has obtained a court order under this section. This section is binding on
22 any purchaser of the mobile home park and any successor in interest to the landlord."

23
24 **NEW SECTION. Section 9. Additional remedies and protections -- action -- court decision.** (1)

25 To ensure that the rights of tenants available under this chapter are protected, a court may order temporary and
26 permanent injunctive relief and other such equitable relief as may be appropriate, including the appointment of
27 a receiver to operate the mobile home park.

28 (2) If a court finds that a landlord's violation of this chapter is willful or reckless or that the community

1 owner has not attempted to resolve the dispute in good faith, the court shall at least treble the actual damages
2 portion of the award and may award punitive damages greater than treble actual damages.

3 (3) If a court finds that an action brought by a tenant or resident association was brought in bad faith,
4 knowing that the action was groundless, and was brought for the purpose of harassment, the court shall award
5 the landlord reasonable attorney fees as allowed in 70-33-434.

6 (4) The provisions of this chapter do not bar any claim against any person under the common law or
7 any statute, including any claim under 45-6-317 or 45-6-318.

8 (5) For the purposes of tenant enforcement of rights under the rental agreement allowed in 70-33-
9 201, all terms required by this chapter to be included in the rental agreement must be deemed as a matter of
10 law to be part of the rental agreement whether incorporated in the actual agreement or not.

11 (6) The mobile home owner has a lien against the realty on which the mobile home park is situated for
12 any amounts owed the mobile home owner pursuant to this chapter.

13
14 **NEW SECTION. Section 10. Codification instruction.** (1) [Section 4] is intended to be codified as
15 an integral part of Title 70, chapter 33, part 2, and the provisions of Title 70, chapter 33, part 2, apply to [section
16 4].

17 (2) [Section 9] is intended to be codified as an integral part of Title 70, chapter 33, part 4, and the
18 provisions of Title 70, chapter 33, part 4, apply to [section 9].

19 - END -