

Second Regular Session
Seventy-third General Assembly
STATE OF COLORADO

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LLS NO. 22-0103.01 Megan Waples x4348

HOUSE BILL

HOUSE SPONSORSHIP

Boesenecker,

SENATE SPONSORSHIP

Ginal,

BILL TOPIC: "Protections For Mobile Home Park Residents"

A BILL FOR AN ACT

101 **CONCERNING PROTECTIONS FOR MOBILE HOME PARK RESIDENTS.**

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 establishes a \$50 million revolving loan fund, using money received by the state under the federal "American Rescue Plan Act of 2021", to provide financing to mobile home owners seeking to purchase their mobile home parks. The division of housing (division) in the department of local affairs (department) is required to contract with at least one and not more than 3 loan program administrators. The administrators are required to use money provided by the loan program to make loans and provide technical assistance to mobile home owners

*Capital letters or bold & italic numbers indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.*

seeking to purchase their mobile home parks. The division may by rule authorize administrators to make loans to mobile home park owners or landlords to make infrastructure or capital improvements to the park if the park owner or landlord agrees to conditions that will protect the residents and mobile home owners in the park from housing insecurity for ■ years.

The bill amends the "Mobile Home Park Act" and the "Mobile Home Park Act Dispute Resolution and Enforcement Program" to:

- Prohibit a landlord from increasing rent on a mobile home lot by an amount that exceeds 75% of inflation, up to a maximum of 3 percentage points, in any 12-month period;
- Require the landlord or the landlord's representative to attend up to 2 public meetings for residents of the park each year at the request of the residents;
- Clarify that a landlord is responsible for the cost of repairing any damage to a mobile home or lot that results from the landlord's failure to maintain the premises of the park;
- Clarify the triggering events that demonstrate a park owner's intent to sell a park for purposes of providing notice to home owners and the method for giving notice;
- Change the period in which a group or association of mobile home owners may make an offer to purchase the park from 90 to 180 days, and provide for tolling of that time period in certain circumstances;
- Provide a first right of refusal for a public entity that accepts an unconditional assignment of a group or association of mobile home owners' opportunity to purchase;
- Clarify the obligations of a landlord to provide notice to home owners concerning the terms and conditions of an offer to purchase the park that the landlord would accept and to negotiate in good faith with the home owners;
- Require a landlord who changes the use of the land comprising the park to compensate a mobile home owner who is displaced for the costs of relocating the mobile home, the fair market value of the mobile home, or in the amount of \$30,000;
- Allow the department to enforce statutory provisions concerning the required notice of intent to sell or change the use of the land and the mobile home owners' opportunity to purchase by imposing a fine for a violation or filing for injunctive relief in district court;
- Allow the attorney general to investigate and enforce statutory provisions providing protections for mobile home owners;

- Allow a resident, local government, and a nonprofit to file a complaint with the division under the dispute resolution program;
- Clarify the procedures and penalties that apply when a party does not respond to a subpoena from the division;
- Allow the division to take immediate action in response to complaints or violations that will cause immediate harm to mobile home owners;
- Prohibit landlords from harassing or coercing mobile home owners in an effort to require a mobile owner to sign an agreement or to influence a decision by the home owner about an opportunity to purchase;
- Establish criteria for when a mobile home park rule or regulation that limits a home owner's right to control the use, appearance, and structure of a mobile home is enforceable;
- Prohibit a landlord from interfering with the mobile home owner's right to sell a mobile home to the buyer of his or her choice, except in limited circumstances;
- Establish record retention requirements for landlords; and
- Consolidate provisions concerning private rights of action for landlords, home owners, and residents, and establish penalties and remedies available in private actions.

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

2 **SECTION 1.** In Colorado Revised Statutes, 24-31-101, **amend**
3 (1)(i) as follows:

4 **24-31-101. Powers and duties of attorney general.** (1) The
5 attorney general:

6 (i) May bring civil and criminal actions to enforce state laws,
7 including actions brought pursuant to the "Colorado Antitrust Act of
8 1992" in article 4 of title 6, the "Colorado Consumer Protection Act" in
9 article 1 of title 6, THE "MOBILE HOME PARK ACT" IN PART 2 OF ARTICLE
10 12 OF TITLE 38, THE "MOBILE HOME PARK ACT DISPUTE RESOLUTION AND
11 ENFORCEMENT PROGRAM" IN PART 11 OF ARTICLE 12 OF TITLE 38, the
12 "Unfair Practices Act" in article 2 of title 6, article 12 of title 6, and

1 sections 6-1-110, 11-51-603.5, 24-34-505.5, and 25.5-4-306;

2 **SECTION 2.** In Colorado Revised Statutes, **add** 24-32-726 as
3 follows:

4 **24-32-726. Mobile home park resident empowerment loan**
5 **program - fund - creation - policies - report - legislative declaration**
6 **- definitions.** (1) THE GENERAL ASSEMBLY HEREBY FINDS AND DECLARES

7 THAT:

8 (a) THE COVID-19 PANDEMIC HAS HAD DEVASTATING ECONOMIC
9 AND HEALTH CONSEQUENCES ACROSS THE STATE;

10 (b) COMMUNITIES THAT FACED ECONOMIC, HEALTH, AND SOCIAL
11 VULNERABILITIES BEFORE THE PANDEMIC BEGAN HAVE BEEN
12 DISPROPORTIONATELY AFFECTED BY THE PUBLIC HEALTH AND ECONOMIC
13 CONSEQUENCES OF THE PANDEMIC;

14 (c) THE PANDEMIC AND THE RECESSION FOLLOWING THE PANDEMIC
15 HAVE INCREASED HOUSING INSECURITY AMONG VULNERABLE AND
16 LOW-INCOME COMMUNITIES;

17 (d) RESIDENTS AND HOME OWNERS IN MOBILE HOME PARKS ARE
18 AMONG THOSE WHO HAVE FACED INCREASED ECONOMIC AND HOUSING
19 INSECURITY IN THE WAKE OF THE COVID-19 PANDEMIC;

20 (e) OVER ONE HUNDRED THOUSAND PEOPLE IN COLORADO LIVE IN
21 MOBILE HOME PARKS, INCLUDING MANY OF THE STATE'S LOW-INCOME
22 WORKERS AND IMMIGRANTS AND THEIR FAMILIES;

23 (f) WHILE MOBILE HOME PARKS ARE AN IMPORTANT SOURCE OF
24 AFFORDABLE HOUSING AND LOW-INCOME HOME OWNERSHIP
25 OPPORTUNITIES FOR COLORADO RESIDENTS, THE BUSINESS MODEL
26 ASSOCIATED WITH MOBILE HOME PARKS CREATES UNIQUE AND
27 SIGNIFICANT RISKS FOR MOBILE HOME OWNERS AND RESIDENTS;

1 (g) BECAUSE MOBILE HOME OWNERS OFTEN RENT THE LAND UNDER
2 THEIR HOMES FROM A MOBILE HOME PARK OWNER OR LANDLORD, HOME
3 OWNERS MAY EXPERIENCE UNPREDICTABLE HOUSING COST INCREASES,
4 FACE COSTLY MOVES, OR LOSE THE VALUE OF THEIR HOME IF THE MOBILE
5 HOME PARK OWNER SELLS THE PARK OR CHANGES THE USE OF THE LAND;

6 (h) RESIDENTS AND HOME OWNERS IN MOBILE HOME PARKS ARE
7 THEREFORE PARTICULARLY VULNERABLE TO HOUSING INSECURITY AND
8 FACE DISPROPORTIONATE RISKS OF HOMELESSNESS OR EVICTION AS A
9 RESULT OF THE ECONOMIC IMPACTS OF THE COVID-19 PANDEMIC;

10 (i) COLORADO LAW PROVIDES OPPORTUNITIES FOR MOBILE HOME
11 OWNERS TO PURCHASE THEIR MOBILE HOME PARKS WHEN THE PARK
12 OWNER OR LANDLORD DECIDES TO SELL THE PARK, AND THUS TO PROTECT
13 THEMSELVES FROM THE RISKS ASSOCIATED WITH THE MOBILE HOME
14 OWNERSHIP;

15 (j) HOWEVER, MOBILE HOME OWNERS FACE OBSTACLES IN
16 OBTAINING FINANCING THROUGH TRADITIONAL SOURCES, STOPPING HOME
17 OWNERS FROM TAKING ADVANTAGE OF THE OPPORTUNITY TO PURCHASE
18 THEIR MOBILE HOME PARKS;

19 (k) ESTABLISHING A REVOLVING LOAN FUND TO HELP SECURE
20 FINANCING FOR MOBILE HOME OWNERS TO PURCHASE THEIR MOBILE HOME
21 PARKS CAN SUPPORT LONG-TERM AFFORDABLE HOUSING SECURITY IN THE
22 STATE BY ALLOWING MOBILE HOME OWNERS TO PROTECT THEMSELVES
23 FROM THE RISKS AND INSECURITIES THEY CURRENTLY FACE;

24 (l) PROGRAMS TO SUPPORT LONG-TERM HOUSING SECURITY,
25 INCLUDING THROUGH THE DEVELOPMENT OF AFFORDABLE HOUSING, AND
26 TO PROVIDE FINANCIAL SERVICES FOR THE UNBANKED AND
27 UNDERBANKED, ARE AN ALLOWABLE USE OF THE MONEY RECEIVED BY THE

1 STATE UNDER THE FEDERAL "AMERICAN RESCUE PLAN ACT OF 2021",
2 PUB.L. 117-2; AND

3 (m) CREATING A LOAN PROGRAM FOR MOBILE HOME PARK
4 RESIDENTS TO PURCHASE THEIR MOBILE HOME PARKS RESPONDS TO THE
5 NEGATIVE ECONOMIC IMPACTS OF THE COVID-19 PANDEMIC BY HELPING
6 RESIDENTS WHO ARE OFTEN LOW INCOME AND WHO FACE
7 DISPROPORTIONATE RISKS OF HOUSING INSECURITY BECOME MORE SECURE
8 WHILE DEVELOPING LONG-TERM AFFORDABLE HOUSING SECURITY FOR
9 COLORADO.

10 (2) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE
11 REQUIRES:

12 (a) "ADMINISTRATOR" MEANS AN ENTITY THAT THE DIVISION
13 CONTRACTS WITH PURSUANT TO SUBSECTION (3) OF THIS SECTION TO
14 ADMINISTER THE LOAN PROGRAM.

15 (b) "DEPARTMENT" MEANS THE DEPARTMENT OF LOCAL AFFAIRS.

16 (c) "DIVISION" MEANS THE DIVISION OF HOUSING IN THE
17 DEPARTMENT OF LOCAL AFFAIRS.

18 (d) "ELIGIBLE HOME OWNERS" MEANS A GROUP OR ASSOCIATION
19 OF MOBILE HOME OWNERS OR THEIR ASSIGNEES SEEKING TO PURCHASE A
20 MOBILE HOME PARK PURSUANT TO SECTION 38-12-217.

21 (e) "FUND" MEANS THE MOBILE HOME PARK RESIDENT
22 EMPOWERMENT LOAN PROGRAM FUND ESTABLISHED IN SUBSECTION (9) OF
23 THIS SECTION.

24 (f) "PROGRAM" OR "LOAN PROGRAM" MEANS A MOBILE HOME PARK
25 RESIDENT EMPOWERMENT LOAN PROGRAM ESTABLISHED IN ACCORDANCE
26 WITH THIS SECTION.

27 (3) (a) THE DIVISION SHALL CONTRACT WITH AT LEAST ONE AND

1 NOT MORE THAN THREE ADMINISTRATORS TO ESTABLISH A MOBILE HOME
2 PARK RESIDENT EMPOWERMENT LOAN PROGRAM IN ACCORDANCE WITH
3 THIS SECTION. THE PURPOSE OF THE PROGRAM IS TO PROVIDE FINANCING
4 AND TECHNICAL ASSISTANCE TO ELIGIBLE HOME OWNERS IN ORDER TO
5 ALLOW THEM TO PURCHASE THEIR MOBILE HOME PARK PURSUANT TO
6 SECTION 38-12-217. AN ADMINISTRATOR MUST BE A BUSINESS NONPROFIT
7 ORGANIZATION, NONDEPOSITORY COMMUNITY DEVELOPMENT FINANCIAL
8 INSTITUTION, BUSINESS DEVELOPMENT CORPORATION, OR OTHER ENTITY
9 AS DETERMINED BY THE DIVISION. THE DIVISION SHALL USE AN OPEN AND
10 COMPETITIVE PROCESS TO SELECT THE ADMINISTRATOR OR
11 ADMINISTRATORS FOR THE PROGRAM.

12 (b) IN SELECTING AN ADMINISTRATOR OR ADMINISTRATORS, THE
13 DIVISION SHALL GIVE PRIORITY TO APPLICANTS THAT DEMONSTRATE:

14 (I) OPERATIONAL CAPACITY TO DEPLOY THE PROGRAM MONEY FOR
15 THE INTENDED PURPOSE;

16 (II) PROFICIENCY IN FINANCIAL MANAGEMENT AND PUBLIC
17 REPORTING SYSTEMS;

18 (III) THE ABILITY TO LEVERAGE ADDITIONAL PUBLIC OR PRIVATE
19 CAPITAL TO PROVIDE LOANS TO ELIGIBLE HOME OWNERS; AND

20 (IV) THE CAPACITY TO CONDUCT MULTILINGUAL RESIDENT
21 OUTREACH, COMMUNITY ORGANIZATION, MANAGERIAL OVERSIGHT, AND
22 ONGOING TECHNICAL ASSISTANCE TO ELIGIBLE HOME OWNERS OR TO
23 SUCCESSFULLY PARTNER WITH ORGANIZATIONS WITH THE CAPACITY TO DO
24 SO.

25 (4) (a) NOTWITHSTANDING ANY RESTRICTION ON THE INVESTMENT
26 OF STATE MONEY SET FORTH IN SECTION 24-36-113 OR ANY OTHER
27 PROVISION OF LAW, SUBJECT TO THE AVAILABILITY OF MONEY IN THE FUND

1 AND THE REQUIREMENTS OF THIS SECTION, THE DIVISION MAY TRANSFER
2 MONEY FROM THE FUND TO AN ADMINISTRATOR PURSUANT TO A
3 CONTRACT TO ESTABLISH A LOAN PROGRAM IN ACCORDANCE WITH THIS
4 SECTION. MONEY PROVIDED TO AN ADMINISTRATOR IS CONSIDERED
5 EXPENDED IN A PROGRAM TO ESTABLISH LONG-TERM AFFORDABLE
6 HOUSING SECURITY FOR THE STATE ONCE IT IS TRANSFERRED TO THE
7 ADMINISTRATOR. AN ADMINISTRATOR SHALL USE THE MONEY PROVIDED
8 TO MAKE LOANS TO ELIGIBLE HOMEOWNERS OR THEIR ASSIGNEES OR TO
9 PROVIDE TECHNICAL ASSISTANCE TO ELIGIBLE HOME OWNERS SEEKING TO
10 PURCHASE THEIR MOBILE HOME PARK IN ACCORDANCE WITH THIS SECTION.
11 AN ADMINISTRATOR MAY MAKE LOANS TO MOBILE HOME PARK OWNERS
12 OR LANDLORDS IF ALLOWED BY THE DIVISION PURSUANT TO SUBSECTION
13 (7) OF THIS SECTION.

14 (b) THE DIVISION MAY PROVIDE AN ADDITIONAL TRANSFER OF
15 MONEY TO AN ADMINISTRATOR ONCE THE ADMINISTRATOR HAS MET
16 PERFORMANCE BENCHMARKS ESTABLISHED BY THE DIVISION. THE MONEY
17 PROVIDED UNDER THIS SUBSECTION (4)(b) MAY BE USED TO PROVIDE
18 ADDITIONAL ASSISTANCE TO ELIGIBLE HOME OWNERS, INCLUDING BY
19 CONDUCTING ASSESSMENTS OF THE PHYSICAL CONDITION OF MOBILE HOME
20 PARKS SUBJECT TO PURCHASE, PROCURING LEGAL SERVICES, PROVIDING
21 EARNEST DEPOSITS OR PRE-PAID ESCROW, SUPPLEMENTAL FINANCIAL
22 SERVICES, OR ADDITIONAL TECHNICAL AND ADMINISTRATIVE ASSISTANCE.

23 (c) A CONTRACT WITH AN ADMINISTRATOR MAY INCLUDE AN
24 ADMINISTRATION FEE ESTABLISHED BY THE DIVISION AT AN AMOUNT
25 REASONABLY CALCULATED TO COVER THE ONGOING ADMINISTRATIVE
26 COSTS OF THE DIVISION IN OVERSEEING THE PROGRAM. A CONTRACT WITH
27 AN ADMINISTRATOR MAY REQUIRE THE ADMINISTRATOR TO REPAY ALL

1 LENDING CAPITAL THAT IS NOT COMMITTED TO LOANS UNDER THE
2 PROGRAM AND ALL PRINCIPAL AND INTEREST THAT IS REPAID BY
3 BORROWERS UNDER THE PROGRAM AT THE END OF THE CONTRACT PERIOD
4 IF, IN THE JUDGMENT OF THE DIVISION, THE ADMINISTRATOR HAS NOT
5 PERFORMED SUCCESSFULLY UNDER THE TERMS OF THE CONTRACT. THE
6 OFFICE MAY REDEPLOY MONEY REPAID UNDER THIS SUBSECTION (4)(c)
7 THROUGH A CONTRACT WITH ANOTHER ADMINISTRATOR.

8 (5) (a) AN ADMINISTRATOR SHALL ESTABLISH AND PUBLISH
9 POLICIES FOR THE LOAN PROGRAM, WHICH MUST MEET ANY CRITERIA OR
10 TERMS ESTABLISHED BY THE DIVISION. AT A MINIMUM, THE POLICIES MUST
11 ADDRESS:

12 (I) THE PROCESS AND DEADLINES FOR APPLYING FOR AND
13 RECEIVING A LOAN UNDER THE PROGRAM, INCLUDING THE INFORMATION
14 AND DOCUMENTATION REQUIRED FOR THE APPLICATION;

15 (II) ELIGIBILITY CRITERIA FOR ELIGIBLE HOME OWNERS APPLYING
16 TO THE PROGRAM;

17 (III) MAXIMUM ASSISTANCE LEVELS FOR LOANS;

18 (IV) LOAN TERMS, INCLUDING INTEREST RATES AND REPAYMENT
19 TERMS;

20 (V) REPORTING REQUIREMENTS FOR RECIPIENTS;

21 (VI) PROGRAM FEES, INCLUDING THE APPLICATION FEE,
22 ORIGINATION FEE, AND CLOSING COSTS POLICIES;

23 (VII) UNDERWRITING AND RISK MANAGEMENT POLICIES; AND

24 (VIII) ANY ADDITIONAL POLICIES NECESSARY TO ADMINISTER THE
25 PROGRAM.

26 (b) THE POLICIES REQUIRED BY THIS SUBSECTION (5) SHALL BE
27 DEVELOPED AND IMPLEMENTED WITH A GOAL OF GENERATING ENOUGH

1 RETURN TO REPLENISH THE PROGRAM FOR FUTURE LOAN ALLOCATIONS.

2 (6) IN DETERMINING THE ELIGIBILITY OF APPLICANTS AND THE SIZE
3 AND TERMS OF LOANS, THE ADMINISTRATOR SHALL PRIORITIZE
4 LOW-INCOME COMMUNITIES AND OTHER COMMUNITIES THAT HAVE FACED
5 THE MOST SEVERE IMPACTS FROM THE COVID-19 PANDEMIC.

6 (7) THE DIVISION MAY BY RULE DEVELOP POLICIES TO ALLOW A
7 PORTION OF THE MONEY PROVIDED TO ADMINISTRATORS TO BE USED TO
8 MAKE LOANS TO MOBILE HOME PARK OWNERS OR LANDLORDS TO MAKE
9 INFRASTRUCTURE IMPROVEMENTS TO THEIR PARKS IF THE PARK OWNERS
10 OR LANDLORDS AGREE TO CONDITIONS ESTABLISHED BY THE DIVISION.
11 ANY POLICY DEVELOPED UNDER THIS SUBSECTION (7) MUST ESTABLISH:

12 (a) A LIMIT ON THE AMOUNT OF MONEY THAT MAY BE MADE
13 AVAILABLE TO PARK OWNERS OR LANDLORDS; AND

14 (b) BINDING LEGAL CONDITIONS CALCULATED TO PROTECT
15 RESIDENTS AND HOME OWNERS IN THE PARK FROM HOUSING INSECURITY
16 FOR A PERIOD OF AT LEAST [REDACTED] YEARS. THE CONDITIONS MAY INCLUDE, BUT
17 ARE NOT LIMITED TO, BINDING LIMITATIONS ON RENT INCREASES,
18 PROHIBITIONS ON CHANGING THE USE OF THE PARK FOR A PERIOD OF [REDACTED]
19 YEARS, OR OTHER CONDITIONS THAT PROVIDE SIMILAR PROTECTIONS TO
20 THE RESIDENTS AND HOME OWNERS IN THE PARK.

21 (8) THE DIVISION MAY SEEK, ACCEPT, AND EXPEND GIFTS, GRANTS,
22 OR DONATIONS FROM PRIVATE OR PUBLIC SOURCES FOR THE PURPOSES OF
23 THIS SECTION. THE DIVISION SHALL TRANSMIT ALL MONEY RECEIVED
24 THROUGH GIFTS, GRANTS, OR DONATIONS TO THE STATE TREASURER, WHO
25 SHALL CREDIT THE MONEY TO THE FUND.

26 (9) (a) THE MOBILE HOME PARK RESIDENT EMPOWERMENT LOAN
27 PROGRAM FUND IS HEREBY CREATED IN THE STATE TREASURY. THE FUND

1 CONSISTS OF MONEY TRANSFERRED TO THE FUND IN ACCORDANCE WITH
2 SUBSECTION (9)(c) OF THIS SECTION, ANY OTHER MONEY THAT THE
3 GENERAL ASSEMBLY APPROPRIATES OR TRANSFERS TO THE FUND, AND ANY
4 GIFTS, GRANTS, OR DONATIONS CREDITED TO THE FUND PURSUANT TO
5 SUBSECTION (8) OF THIS SECTION.

6 (b) THE STATE TREASURER SHALL CREDIT ALL INTEREST AND
7 INCOME DERIVED FROM THE DEPOSIT AND INVESTMENT OF MONEY IN THE
8 FUND TO THE FUND.

9 (c) ON THE DAY AFTER THE EFFECTIVE DATE OF THIS SECTION, THE
10 STATE TREASURER SHALL TRANSFER FIFTY MILLION DOLLARS FROM THE
11 AFFORDABLE HOUSING AND HOME OWNERSHIP CASH FUND CREATED IN
12 SECTION 24-75-229 (3)(a) TO THE FUND.

13 (d) MONEY IN THE FUND IS CONTINUOUSLY APPROPRIATED TO THE
14 DIVISION FOR THE PURPOSES SPECIFIED IN THIS SECTION.

15 **SECTION 3.** In Colorado Revised Statutes, 38-12-201.5, **amend**
16 (6); and **add** (6.5) as follows:

17 **38-12-201.5. Definitions.** As used in this part 2 and in part 11 of
18 this article 12, unless the context otherwise requires:

19 (6) "Mobile home park" or "park" means a parcel of land used for
20 the continuous accommodation of five or more occupied mobile homes
21 and operated for the pecuniary benefit of the owner of the parcel of land
22 or the owner's agents, lessees, or assignees. "Mobile home park" does not
23 include mobile home subdivisions or property zoned for manufactured
24 home subdivisions. FOR PURPOSES OF THIS DEFINITION, THE PARCEL OF
25 LAND COMPRISING THE MOBILE HOME PARK DOES NOT NEED TO BE
26 CONTIGUOUS, BUT MUST BE IN THE SAME NEIGHBORHOOD.

27 (6.5) "MOBILE HOME SUBDIVISION" OR "MANUFACTURED HOME

1 SUBDIVISION" MEANS ANY PARCEL OF LAND THAT IS DIVIDED INTO TWO OR
2 MORE PARCELS, SEPARATE INTERESTS, OR INTERESTS IN COMMON, WHERE
3 EACH PARCEL OR INTEREST IS OWNED BY AN INDIVIDUAL OR ENTITY WHO
4 OWNS BOTH A MOBILE HOME AND THE LAND UNDERNEATH THE MOBILE
5 HOME; EXCEPT THAT A PARCEL IS NOT A "MOBILE HOME SUBDIVISION" OR
6 "MANUFACTURED HOME SUBDIVISION" WHEN THE SAME OWNER OWNS A
7 PARCEL OR SUBDIVIDED PARCELS OR INTERESTS THAT ARE COLLECTIVELY
8 USED FOR THE CONTINUOUS ACCOMMODATION OF FIVE OR MORE OCCUPIED
9 MOBILE HOMES AND OPERATED FOR THE PECUNIARY BENEFIT OF THE
10 LANDOWNER OR THEIR AGENTS, LESSEES, OR ASSIGNEES.

11 **SECTION 4.** In Colorado Revised Statutes, 38-12-203, **amend**
12 (1)(d)(II); and **add** (3) and (4) as follows:

13 **38-12-203. Reasons for termination.** (1) The management of a
14 mobile home park may terminate a tenancy only for one or more of the
15 following reasons:

16 (d) (II) If a landlord wants to change the use of a mobile home
17 park, and the change of use has been approved by the local or state
18 authority or does not require approval, and the change of use would result
19 in the eviction of inhabited mobile homes, the landlord shall give the
20 owner of each mobile home that is subject to the eviction a written notice
21 of the landlord's intent to evict not less than twelve months before the
22 change of use of the land, which notice must be mailed to each home
23 owner. THE NOTICE MUST ADVISE THE HOME OWNER OF THE HOME
24 OWNER'S RIGHT TO COMPENSATION PURSUANT TO SUBSECTION (3) OF THIS
25 SECTION.

26 (3) IF A PARK OWNER INTENDS TO CHANGE THE USE OF THE LAND
27 COMPRISING A MOBILE HOME PARK, AND THE CHANGE IN USE WOULD

1 RESULT IN THE DISPLACEMENT OF MOBILE HOMES IN THE PARK, THE PARK
2 OWNER MUST PROVIDE EACH HOME OWNER WHO IS DISPLACED BY THE
3 CHANGE WITH ONE OF THE FOLLOWING, AT THE HOMEOWNER'S CHOOSING:

4 (a) REIMBURSEMENT FOR ACTUAL RELOCATION COSTS IF THE
5 MOBILE HOME CAN BE MOVED;

6 (b) FAIR MARKET VALUE FOR THE HOME IF IT CANNOT BE MOVED;

7 OR

8 (c) THIRTY THOUSAND DOLLARS.

9 (4) A LANDLORD SHALL NOT MAKE ANY ORAL OR WRITTEN
10 STATEMENT THREATENING EVICTION FOR A VIOLATION OR ACTION THAT
11 IS NOT GROUNDS FOR TERMINATING A TENANCY UNDER SUBSECTION (1) OF
12 THIS SECTION.

13 **SECTION 5.** In Colorado Revised Statutes, 38-12-204, **add** (4),
14 (5), and (6) as follows:

15 **38-12-204. Nonpayment of rent - notice required for rent**
16 **increase - limitation on rent increases - definition.** (4) (a) EXCEPT AS
17 PROVIDED IN SUBSECTION (4)(c) OF THIS SECTION, A LANDLORD SHALL NOT
18 INCREASE RENT ON A MOBILE HOME LOT BY AN AMOUNT THAT EXCEEDS
19 THE RENT INCREASE CAP CALCULATED BY THE DEPARTMENT OF LOCAL
20 AFFAIRS IN ACCORDANCE WITH SUBSECTION (4)(b) OF THIS SECTION.

21 (b) ON OR BEFORE FEBRUARY 1 OF EACH YEAR, THE DEPARTMENT
22 OF LOCAL AFFAIRS SHALL CALCULATE AND PUBLISH ON ITS WEBSITE THE
23 RENT INCREASE CAP FOR RENT INCREASES TAKING EFFECT IN THE PERIOD
24 BEGINNING MARCH 1 OF THAT YEAR AND FOR THE TWELVE MONTHS
25 THEREAFTER. THE RENT INCREASE CAP IS EQUAL TO SEVENTY-FIVE
26 PERCENT OF INFLATION FOR THE PRIOR CALENDAR YEAR, UP TO A
27 MAXIMUM OF THREE PERCENTAGE POINTS.

1 (c) THIS SUBSECTION (4) DOES NOT APPLY TO A RESIDENT-OWNED
2 COMMUNITY OR TO A LANDLORD THAT IS A LOCAL GOVERNMENT, TRIBAL
3 GOVERNMENT, HOUSING AUTHORITY, NONPROFIT WITH EXPERTISE
4 RELATED TO HOUSING, OR THE STATE OR AN AGENCY OF THE STATE.

5 (d) AS USED IN THIS SECTION, "INFLATION" MEANS THE AVERAGE
6 ANNUAL PERCENTAGE CHANGE FOR A CALENDAR YEAR IN THE UNITED
7 STATES DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS,
8 CONSUMER PRICE INDEX FOR DENVER-AURORA-LAKEWOOD FOR ALL
9 ITEMS AND ALL URBAN CONSUMERS, OR ITS SUCCESSOR INDEX.

10 (5) A LANDLORD SHALL NOT INCREASE RENT ON A MOBILE HOME
11 PARK LOT IF THE PARK:

12 (a) DOES NOT HAVE A CURRENT, ACTIVE REGISTRATION FILED WITH
13 THE DIVISION OF HOUSING IN ACCORDANCE WITH SECTION 38-12-1106;

14 (b) HAS ANY UNPAID PENALTIES OWED TO THE DIVISION OF
15 HOUSING; OR

16 (c) HAS NOT FULLY COMPLIED WITH ANY NOTICE OF VIOLATION
17 ISSUED BY THE DIVISION OF HOUSING.

18 (6) A NOTICE OF A RENT INCREASE ISSUED IN VIOLATION OF THIS
19 SECTION IS INVALID AND HAS NO FORCE AND EFFECT. A NOTICE OF A RENT
20 INCREASE ISSUED LESS THAN SIXTY DAYS BEFORE THE EFFECTIVE DATE OF
21 THIS SUBSECTION (6) IS INVALID AND HAS NO FORCE AND EFFECT UNLESS
22 THE INCREASE IS COMPLIANT WITH THIS SECTION.

23 **SECTION 6.** In Colorado Revised Statutes, **amend** 38-12-200.2
24 as follows:

25 **38-12-200.2. Legislative declaration.** The general assembly
26 hereby declares that the purpose of this part 2 is to establish the
27 relationship between the owner of a mobile home park, ~~and~~ the owner of

1 a mobile home situated in such park, AND RESIDENTS IN THE PARK.

2 **SECTION 7.** In Colorado Revised Statutes, **amend** 38-12-206 as
3 follows:

4 **38-12-206. Home owner meetings - assembly in common areas**
5 **- quarterly meeting hosted by landlord.** (1) Home owners shall have
6 the right to meet and establish a homeowners' association. Meetings of
7 home owners or the homeowners' association relating to mobile home
8 living and affairs in their park common area, community hall, or
9 recreation hall, if such a facility or similar facility exists, shall not be
10 subject to prohibition by the park management if the common area or hall
11 is reserved according to the park rules and such meetings are held at
12 reasonable hours and when the facility is not otherwise in use; except that
13 no such meetings shall be held in the streets or thoroughfares of the
14 mobile home park.

15 (2) THE MANAGEMENT SHALL NOT CHARGE HOME OWNERS OR
16 RESIDENTS A FEE TO MEET IN COMMON BUILDINGS OR SPACES IN THE PARK,
17 INCLUDING ANY COMMON AREA, COMMUNITY HALL, OR RECREATION HALL;
18 EXCEPT THAT THE MANAGEMENT MAY CHARGE FOR THE COSTS OF
19 CLEANING OR REPAIRING DAMAGE.

20 (3) IF REQUESTED BY A RESIDENT, THE LANDLORD OF A MOBILE
21 HOME PARK OR THE LANDLORD'S REPRESENTATIVE SHALL, WITHIN THIRTY
22 DAYS OF RECEIVING THE REQUEST, HOST AND ATTEND A FREE, PUBLIC,
23 ACCESSIBLE MEETING FOR RESIDENTS OF THE PARK; EXCEPT THAT A
24 LANDLORD IS NOT REQUIRED TO HOST AND ATTEND MORE THAN TWO
25 MEETINGS IN A CALENDAR YEAR. NOTICE OF THE DATE, TIME, AND
26 LOCATION OF THE MEETING MUST BE POSTED IN A CLEARLY VISIBLE
27 LOCATION IN COMMON AREAS OF MOBILE HOME PARKS, INCLUDING ANY

1 COMMUNITY HALL OR RECREATION HALL, FOR A PERIOD OF SEVEN DAYS
2 BEFORE THE MEETING AND MUST BE PROVIDED BY MAIL AT LEAST THIRTY
3 DAYS BEFORE THE MEETING TO EACH HOME OWNERS' ASSOCIATION,
4 RESIDENTS' ASSOCIATION, OR SIMILAR BODY THAT REPRESENTS THE
5 RESIDENTS OF THE PARK. IN ADDITION TO MAILING THE NOTICE AS
6 REQUIRED BY THIS SECTION, THE LANDLORD SHALL PROVIDE NOTICE OF
7 THE MEETING BY E-MAIL TO EACH HOME OWNER AND RESIDENT WHO HAS
8 AN E-MAIL ADDRESS ON FILE WITH THE LANDLORD.

9 **SECTION 8.** In Colorado Revised Statutes, 38-12-209, **repeal** (3)
10 and (4) as follows:

11 **38-12-209. Entry fees prohibited - security deposit.** (3) ~~The~~
12 ~~trial judge may award court costs and attorney fees in any court action~~
13 ~~brought pursuant to any provision of this part 2 to the prevailing party~~
14 ~~upon finding that the prevailing party undertook the court action and legal~~
15 ~~representation for a legally sufficient reason and not for a dilatory or~~
16 ~~unfounded cause.~~

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

23 **SECTION 9.** In Colorado Revised Statutes, 38-12-212.3, **amend**
24 (1)(b) introductory portion, (1)(b)(II), (3), (4)(b), (5), (6) introductory
25 portion, (6)(c), and (6)(d) as follows:

26 **38-12-212.3. Responsibilities of landlord - acts prohibited.**
27 (1) (b) If a landlord fails to maintain or repair the items described in

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

2 (II) The landlord is responsible for and shall pay the cost of
3 providing alternative sources of potable water and maintaining portable
4 toilets, which portable toilets are located reasonably near affected mobile
5 homes in a manner that renders them accessible to people with
6 disabilities, no later than ~~twenty-four~~ TWELVE hours after the service
7 disruption begins, unless conditions beyond the landlord's control prevent
8 compliance with this subsection (1)(b)(II); and

9 (3) A landlord shall not require a resident to assume any of the
10 responsibilities described in subsection (1) or (2) of this section as a
11 condition of ~~any home owner's~~ tenancy in the park.

12 (4) Nothing in this section may be construed as:

13 (b) Restricting a landlord from requiring a home owner OR
14 RESIDENT to comply with rules and regulations of the park that are
15 enforceable pursuant to section 38-12-214 or with terms of the rental
16 agreement and any covenants binding upon the landlord or home owner
17 OR RESIDENT, including covenants running with the land that pertain to
18 the cleanliness of the home owner's OR RESIDENT'S lot and routine lawn
19 and yard maintenance, and excluding major landscaping projects.

20 (5) A landlord shall establish and maintain an emergency contact
21 number, post the number in common areas of the park, and communicate
22 the number to home owners AND RESIDENTS in each rental agreement and
23 each revision of the park rules and regulations. A home owner OR
24 RESIDENT who uses the emergency contact number in a timely manner to
25 report a problem with a condition described in subsection (1) or (2) of this
26 section is deemed to have provided notice to the landlord of the problem.

27 (6) If a landlord fails to comply with the requirements of this

1 section, a home owner of the park may file a complaint with the division
2 of housing pursuant to the "Mobile Home Park Act Dispute Resolution
3 and Enforcement Program" created in section 38-12-1104. ON AND AFTER
4 JULY 1, 2023, OR EARLIER IF ALLOWED BY THE DIVISION, A RESIDENT MAY
5 FILE SUCH A COMPLAINT. If the division finds by a written determination
6 that the landlord has violated this section, the division may:

7 (c) Require the landlord to reduce the rent owed by a home owner
8 OR RESIDENT on a prorated basis to reflect the home owner's OR
9 RESIDENT'S loss of use of the mobile home space; or

10 (d) Require the landlord to compensate a home owner OR
11 RESIDENT for housing expenses on a per diem basis if the home owner OR
12 RESIDENT is displaced from the ~~home owner's~~ mobile home as a result of
13 the landlord's violation.

14 **SECTION 10.** In Colorado Revised Statutes, 38-12-212.4,
15 **amend** (1) introductory portion, (1)(a), (1)(b), (2), (3), (4), (5), and (6) as
16 follows:

17 **38-12-212.4. Required disclosure and notice of water usage**
18 **and billing - responsibility for leaks.** (1) If the management charges
19 home owners OR RESIDENTS individually for water usage in the park, then,
20 on or before January 31 of each year, the management shall provide to
21 each home owner AND RESIDENT and post in a clearly visible location in
22 at least one common area of the mobile home park the following
23 information:

24 (a) The methodology by which the management calculates the
25 amount charged to each home owner OR RESIDENT for water usage on the
26 home owner's OR RESIDENT'S lot;

27 (b) The methodology by which the management calculates the

1 amount charged to each home owner OR RESIDENT for water usage in
2 common areas of the mobile home park; and

3 (2) If the management charges home owners OR RESIDENTS for
4 water usage in the park, whether individually or in an aggregate amount,
5 the management shall provide to each home owner OR RESIDENT a
6 monthly water bill that indicates the amount owed by the home owner OR
7 RESIDENT, the total amount owed by all the residents in the mobile home
8 park, and, if the management purchases the water from a provider, the
9 total amount paid by the management to the provider.

10 (3) The management shall not charge a home owner OR RESIDENT
11 for any costs in addition to the actual cost of water billed to the
12 management.

13 (4) The management shall use a methodology that is reasonable,
14 equitable, and consistent for billing home owners OR RESIDENTS for any
15 type of water usage.

16 (5) If the management learns of a leak in a water line inside the
17 park, the management shall notify each home owner AND RESIDENT of the
18 leak within twenty-four hours.

19 (6) The management shall not bill a home owner OR RESIDENT for
20 any water usage that is caused by a leak in a water line inside the park.

21 **SECTION 11.** In Colorado Revised Statutes, 38-12-212.5,
22 **amend** (1), (2) introductory portion, (3)(a), and (5); and **add** (2)(e) and
23 (4.5) as follows:

24 **38-12-212.5. Prohibition on retaliation and harassment.**

25 (1) The management shall not take retaliatory action against a home
26 owner OR RESIDENT who exercises any right conferred upon the home
27 owner by this part 2, part 11 of this article 12, or any other provision of

1 law.

2 (2) Except as described in subsection (3) of this section, in an
3 action or administrative proceeding by or against a home owner OR
4 RESIDENT, the management's action is presumed to be retaliatory if, within
5 the one hundred twenty days preceding the management's action, the
6 home owner OR RESIDENT:

7 (e) PARTICIPATED IN A VOTE OR DECISION MAKING PROCESS
8 CONCERNING THE OPPORTUNITY TO PURCHASE THE MOBILE HOME PARK
9 PURSUANT TO SECTION 38-12-217.

10 (3) The presumption of retaliatory action described in subsection
11 (2) of this section does not apply to an action or administrative hearing
12 where the management:

13 (a) Addresses nonpayment of rent by a home owner OR RESIDENT,
14 as described in section 38-12-204; or

15 (4.5) THE MANAGEMENT SHALL NOT HARASS, INTIMIDATE,
16 THREATEN, OR COERCE, OR ATTEMPT TO HARASS, INTIMIDATE, THREATEN,
17 OR COERCE, ANY PERSON FOR FILING OR ATTEMPTING TO FILE A
18 COMPLAINT, JOINING OR ATTEMPTING TO JOIN AN ASSOCIATION OF
19 RESIDENTS OR HOME OWNERS, OR VOTING OR ATTEMPTING TO VOTE ON A
20 MATTER BEFORE THE ASSOCIATION OF RESIDENTS OR HOMEOWNERS, OR TO
21 INFLUENCE OR REQUIRE A PERSON TO SIGN AN AGREEMENT.

22 (5) The rights and remedies provided by this section are available
23 to home owners AND RESIDENTS in addition to the anti-retaliation
24 protection provided in section 38-12-1105 (13).

25 **SECTION 12.** In Colorado Revised Statutes, 38-12-213, **add**
26 (5)(b.5) as follows:

27 **38-12-213. Rental agreement - disclosure of terms in writing**

1 - **prohibited provisions.** (5) A rental agreement may not include any
2 provision:

3 (b.5) THAT REQUIRES A HOME OWNER TO PROVIDE A RIGHT OF
4 FIRST REFUSAL TO THE LANDLORD OR ANY OTHER PARTY.

5 **SECTION 13.** In Colorado Revised Statutes, 38-12-214, **amend**
6 (1) introductory portion, (1)(e), (2), and (3)(a); and **add** (2.5) and (2.7) as
7 follows:

8 **38-12-214. Rules and regulations - amendments - notice -**
9 **complaints.** (1) The management shall adopt written rules and
10 regulations concerning RESIDENTS' OR home owners' use and occupancy
11 of the premises. Except as otherwise provided in this section, such rules
12 and regulations are enforceable against a RESIDENT OR home owner only
13 if:

14 (e) They are established in the rental agreement at the inception
15 of the tenancy, amended subsequently with the WRITTEN consent of the
16 home owner, or, except as described in subsection (2) of this section,
17 amended subsequently without the WRITTEN consent of the home owner
18 after the management has provided written notice of the amendments to
19 the home owner at least sixty days before the amendments become
20 effective, and, if applicable, enforced in compliance with subsection (3)
21 of this section.

22 (2) When a mobile home OR ANY RELATED STRUCTURE is owned
23 by a person other than the owner of the mobile home park in which the
24 mobile home is located, the mobile home ~~is~~ AND RELATED STRUCTURE
25 ARE EACH a separate unit of ownership. ~~and rules and regulations that~~
26 ~~impose~~ IF A RULE OR REGULATION REQUIRES A HOME OWNER TO INCUR A
27 COST OR IMPOSES restrictions or requirements on ~~that separate unit that are~~

1 ~~adopted after the home owner signs the rental agreement and without the~~
2 ~~consent of the home owner are~~ THE HOME OWNER'S RIGHT TO CONTROL
3 WHAT HAPPENS IN OR TO THEIR MOBILE HOME AND ANY RELATED
4 STRUCTURE AS A SEPARATE UNIT OF OWNERSHIP, INCLUDING WITHOUT
5 LIMITATION, TO CONTROL THE STRUCTURE AND APPEARANCE OF THE UNIT,
6 WHO RESIDES IN THE UNIT, AND LAWFUL ACTIVITIES TAKING PLACE IN THE
7 UNIT, THE RULE OR REGULATION IS presumed unreasonable ~~Nothing in this~~
8 ~~subsection (2) prohibits the management from requiring compliance with~~
9 ~~park rules and regulations at the time of sale or transfer to a new owner;~~
10 ~~except that, as used in this subsection (2), "transfer" does not include a~~
11 ~~transfer of ownership pursuant to death or divorce or a transfer of~~
12 ~~ownership to a new co-owner pursuant to marriage~~ PURSUANT TO
13 SUBSECTION (1)(c) OF THIS SECTION UNLESS MANAGEMENT
14 DEMONSTRATES THAT THE RULE OR REGULATION:

15 (a) IS STRICTLY NECESSARY TO PROTECT THE HEALTH AND SAFETY
16 OF PARK RESIDENTS AND THE RULE OR REGULATION PROVIDES THE
17 PROTECTION AT THE LOWEST EXPENSE TO HOME OWNERS AS IS
18 REASONABLY POSSIBLE;

19 (b) IS STRICTLY NECESSARY TO COMPLY WITH OR ENFORCE A
20 FEDERAL, STATE, OR LOCAL GOVERNMENT REQUIREMENT, INCLUDING
21 LOCAL NUISANCE LAWS ENFORCED FOR THE WELFARE OF OTHER
22 RESIDENTS;

23 (c) IS VOLUNTARILY AGREED TO BY THE HOME OWNER, WITHOUT
24 COERCION OR MISREPRESENTATION BY MANAGEMENT, IN WHICH CASE THE
25 RULE OR REGULATION IS ONLY BINDING UPON HOME OWNERS WHO HAVE
26 COMMUNICATED THEIR CONSENT TO THE RULE OR REGULATION; OR

27 (d) IN A RESIDENT-MANAGED MOBILE HOME PARK, WAS

1 ESTABLISHED BY THE MANAGING RESIDENT ORGANIZATION IN
2 ACCORDANCE WITH THE ORGANIZATION'S BYLAWS AND AT LEAST FIFTY
3 PERCENT OF THE PARK RESIDENTS ARE MEMBERS OF THE RESIDENT
4 ORGANIZATION.

5 (2.5) (a) SUBSECTION (2) OF THIS SECTION DOES NOT PROHIBIT THE
6 MANAGEMENT FROM REQUIRING COMPLIANCE BY A NEW OWNER WITH
7 PARK RULES AND REGULATIONS THAT WERE NOT ENFORCEABLE AGAINST
8 THE PREVIOUS OWNER AFTER THE SALE OR TRANSFER OF A MOBILE HOME
9 OR RELATED STRUCTURE AS DESCRIBED IN SUBSECTION (2.5)(b) OF THIS
10 SECTION IF THE RULES OR REGULATIONS COMPLY WITH THIS SECTION AND
11 HAVE BEEN DULY NOTICED TO ALL TENANTS, INCLUDING THE SELLER,
12 PURSUANT TO SUBSECTION (1)(e) OF THIS SECTION; EXCEPT THAT, AS USED
13 IN THIS SUBSECTION (2.5), "TRANSFER" DOES NOT INCLUDE A TRANSFER OF
14 OWNERSHIP PURSUANT TO DEATH OR DIVORCE OR A TRANSFER OF
15 OWNERSHIP TO A NEW CO-OWNER WHO IS AN IMMEDIATE FAMILY MEMBER,
16 SPOUSE, OR DOMESTIC PARTNER OF THE HOME OWNER.

17 (b) THE MANAGEMENT SHALL NOT REQUIRE A HOME OWNER
18 SELLING A UNIT TO ENSURE THAT THE UNIT COMPLIES WITH ANY RULES OR
19 REGULATIONS BY THE CLOSING DATE OF THE SALE OR TO BEAR THE COSTS
20 OF COMPLIANCE WITH ANY SUCH RULES OR REGULATIONS. IF THE
21 MANAGEMENT REQUIRES ALL PROSPECTIVE BUYERS TO COMPLY WITH
22 SUCH RULES AND REGULATIONS AS A CONDITION OF GAINING TENANCY IN
23 THE PARK, THE MANAGEMENT SHALL PROMPTLY PROVIDE A WRITTEN LIST
24 OF ITEMS FOR WHICH THE MANAGEMENT REQUIRES ACTION TO THE SELLER
25 UPON RECEIVING NOTICE THAT THE MOBILE HOME IS FOR SALE. THE SELLER
26 SHALL PROVIDE THE LIST TO ALL PROSPECTIVE BUYERS AND THE
27 MANAGEMENT SHALL PROVIDE THE LIST TO THE BUYER UPON RECEIVING

1 AN APPLICATION FOR TENANCY. THE MANAGEMENT SHALL ALLOW A
2 REASONABLE AMOUNT OF TIME AFTER CLOSING FOR THE BUYER TO BRING
3 THE UNIT INTO COMPLIANCE, WHICH MUST BE AT LEAST THIRTY DAYS
4 FROM THE CLOSING DATE.

5 (2.7) THE MANAGEMENT SHALL NOT INTERFERE WITH A HOME
6 OWNER'S RIGHT TO SELL A MOBILE HOME OR RELATED STRUCTURE, IN
7 PLACE OR OTHERWISE, TO A BUYER OF THE HOME OWNER'S CHOOSING
8 REGARDLESS OF THE AGE OF THE HOME EXCEPT AS NECESSARY FOR THE
9 MANAGEMENT TO ENSURE:

10 (a) COMPLIANCE WITH PARK-WIDE AFFORDABILITY RESTRICTIONS;

11 (b) THE FINANCIAL ABILITY OF THE BUYER TO COMPLY WITH THE
12 BUYER'S OBLIGATIONS AS A NEW TENANT;

13 (c) COMPLIANCE WITH APPLICABLE LOCAL, STATE, OR FEDERAL
14 LAW; AND

15 (d) THE ABSENCE OF A RELEVANT CRIMINAL HISTORY THAT WOULD
16 INDICATE A REASONABLE CHANCE OF RISK TO OTHER RESIDENTS IN
17 ACCORDANCE WITH SECTION 38-12-904 (1)(b).

18 (3) (a) If the management provides each home owner written
19 notice of the management's intent to add or amend any written rule or
20 regulation as described in subsection (1)(e) of this section, a home owner
21 may file a complaint challenging the rule, regulation, or amendment
22 pursuant to section 38-12-1105 within sixty days after receiving the
23 notice. If a home owner files such a complaint, and the new or amended
24 rule or regulation will increase a cost to the home owner in an amount
25 that equals or exceeds ten percent of the home owner's monthly rent
26 obligation under the rental agreement, the management shall not enforce
27 the rule, regulation, or amendment unless and until the parties reach an

1 agreement concerning the rule, regulation, or amendment or the dispute
2 resolution process concludes and the division of housing within the
3 department of local affairs issues a written determination, pursuant to
4 section 38-12-1105 (4), that the rule, regulation, or amendment does not
5 constitute a violation of this part 2 and may be enforced. Notwithstanding
6 any provision of part 11 of this article 12 to the contrary, as part of the
7 complaint process described in section 38-12-1105, the management has
8 the burden of establishing that the rule, regulation, or amendment satisfies
9 the requirements described in ~~subsection (1)~~ SUBSECTIONS (1) AND (2) of
10 this section.

11 **SECTION 14.** In Colorado Revised Statutes, 38-12-217, **amend**
12 (1), (2), (3), (4)(a) introductory portion, (4)(a)(II), (4)(b), (5) introductory
13 portion, (5)(a), (5)(b), (6), (7), (8), (9), (10)(a), and (14)(a); and **repeal**
14 **and reenact, with amendments,** (15) as follows:

15 **38-12-217. Notice of change of use - notice of sale or closure of**
16 **park - opportunity for home owners to purchase - procedures -**
17 **exemptions - enforcement - private right of action - definition.**

18 (1) Except as specified in subsection (12) of this section:

19 (a) (I) A ~~mobile home park owner~~ LANDLORD shall ~~notify the~~
20 ~~owners of all mobile homes in the park and the municipality in which the~~
21 ~~park is situated or, if none, the county in which the park is situated~~
22 PROVIDE NOTICE of the ~~park owner's~~ LANDLORD'S intent to ~~change the use~~
23 ~~of the land comprising the park or to sell the park~~ WITHIN FOURTEEN DAYS
24 OF A TRIGGERING EVENT DEMONSTRATING THE LANDLORD'S INTENT TO
25 SELL. THE NOTICE MUST BE GIVEN IN ACCORDANCE WITH THE
26 REQUIREMENTS OF SUBSECTION (2) OF THIS SECTION.

27 (II) A TRIGGERING EVENT REQUIRING NOTICE UNDER THIS

1 SUBSECTION (1)(a) INCLUDES ANY TIME THE LANDLORD:

2 (A) SIGNS A CONTRACT WITH A REAL ESTATE BROKER OR
3 BROKERAGE FIRM TO LIST THE PARK FOR SALE OR TO SELL OR TRANSFER
4 THE PARK;

5 (B) SIGNS A LETTER OF INTENT, OPTION TO SELL OR BUY, OR OTHER
6 CONDITIONAL WRITTEN AGREEMENT WITH A POTENTIAL BUYER FOR THE
7 SALE OR TRANSFER OF THE PARK, WHICH INCLUDES THE ESTIMATED PRICE,
8 TERMS, AND CONDITIONS OF THE PROPOSED SALE OR TRANSFER, EVEN IF
9 SUCH PRICE, TERMS, OR CONDITIONS ARE SUBJECT TO CHANGE;

10 (C) SIGNS A CONTRACT WITH A POTENTIAL BUYER'S REAL ESTATE
11 BROKER OR BROKERAGE FIRM RELATED TO THE POTENTIAL SALE OR
12 TRANSFER OF THE PARK;

13 (D) ACCEPTS AN EARNEST MONEY PROMISSORY NOTE OR DEPOSIT
14 FROM A POTENTIAL BUYER FOR THE SALE OR TRANSFER OF THE PARK;

15 (E) RESPONDS TO A POTENTIAL BUYER'S DUE DILIGENCE REQUEST
16 FOR THE PARK;

17 (F) PROVIDES A SIGNED PROPERTY DISCLOSURE FORM FOR THE
18 PARK TO A POTENTIAL BUYER;

19 (G) LISTS THE PARK FOR SALE;

20 (H) MAKES A CONDITIONAL ACCEPTANCE OF AN OFFER FOR THE
21 SALE OR TRANSFER OF THE PARK;

22 (I) TAKES ANY OTHER ACTION DEMONSTRATING AN INTENT TO
23 SELL THE PARK; OR

24 (J) RECEIVES A NOTICE OF ELECTION AND DEMAND OR LIS PENDENS
25 RELATED TO FORECLOSURE OF THE PARK PURSUANT TO PART 1 OF ARTICLE
26 38 OF THIS TITLE 38 OR A NOTICE THAT A CERTIFICATE OF LEVY HAS BEEN
27 FILED RELATED TO THE PARK PURSUANT TO SECTION 13-56-101;

1 ~~(b) If a mobile home park owner intends~~ A LANDLORD SHALL
2 PROVIDE NOTICE OF THE LANDLORD'S INTENT to change the use of the land
3 comprising the mobile home park ~~the mobile home park owner shall give~~
4 ~~written notice to each home owner~~ IN ACCORDANCE WITH THE
5 REQUIREMENTS OF SUBSECTION (2) OF THIS SECTION at least twelve
6 months before the change in use will occur. ~~The mobile home park owner~~
7 ~~shall mail the written notice to each home owner at the home owner's~~
8 ~~most recent address and shall post a copy of the notice in a conspicuous~~
9 ~~place on the mobile home or at the main point of entry to the lot.~~

10 (c) No earlier than ~~thirty~~ NINETY days after giving the notice
11 required by ~~this subsection (1), or subsection (2)~~ SUBSECTION (1)(a) of
12 this section, a ~~mobile home park owner~~ LANDLORD may post information
13 in a public space in the mobile home park describing the method for
14 providing a signed writing to the mobile home park owner related to the
15 opportunity to purchase. The posting ~~may~~ MUST include standard forms
16 CREATED BY THE DEPARTMENT OF LOCAL AFFAIRS related to the
17 opportunity to purchase AND THE RIGHTS OF MOBILE HOME PARK OWNERS
18 RELATED TO THE OPPORTUNITY TO PURCHASE, including a STANDARDIZED
19 form DEVELOPED BY THE DEPARTMENT OF LOCAL AFFAIRS for ~~providing~~
20 ~~notice that a~~ THE LANDLORD TO USE TO REQUEST THE SIGNATURES OF
21 ~~home owner does not wish~~ OWNERS WHO DECLINE to participate in efforts
22 to purchase a community. If, no earlier than ~~thirty~~ NINETY days after a
23 ~~mobile home park owner~~ LANDLORD provides the notice required by ~~this~~
24 ~~subsection (1), or subsection (2)~~ SUBSECTION (1)(a) of this section, at least
25 fifty percent of the home owners who reside in the park provide signed
26 writings to the ~~mobile home park owner expressing no interest~~ LANDLORD
27 DECLINING TO PARTICIPATE in purchasing the park, then the opportunity

1 to purchase provided by subsection (4) of this section shall terminate
2 TERMINATES even if the ~~ninety-day~~ ONE-HUNDRED-EIGHTY-DAY period
3 provided for in subsection (4)(a) of this section has not yet elapsed.

4 (d) A ~~mobile home park owner~~ LANDLORD shall not solicit or
5 request a home owner's intention or a signed writing related to the
6 opportunity to purchase during the initial ~~thirty~~ NINETY days after giving
7 notice pursuant to ~~this subsection (1) or subsection (2)~~ SUBSECTION (1)(a)
8 of this section. ~~At no time~~ During the time period for considering an
9 opportunity to purchase, A LANDLORD shall ~~a mobile home park owner~~
10 NOT attempt to coerce, THREATEN, OR INTIMIDATE A HOME OWNER or
11 provide any financial or in-kind incentives to a home owner to influence
12 the homeowner's VOTE OR decision AND SHALL NOT TAKE RETALIATORY
13 ACTION AGAINST A HOME OWNER AFTER THE HOME OWNER'S VOTE OR
14 DECISION. Any complaints alleging violation of this subsection (1) may
15 be resolved under part 11 of this article 12 AND SUBSECTION (15) OF THIS
16 SECTION.

17 (2) **Notice - requirements.** ~~In addition to the notice specified in~~
18 ~~subsection (1) of this section, and except as specified in subsection (12)~~
19 ~~of this section:~~

20 (a) ~~A landlord shall give notice to each home owner in the mobile~~
21 ~~home park upon any of the following triggering events:~~

22 (I) ~~The landlord lists the park for sale;~~

23 (II) ~~The landlord intends to make a final, unconditional~~
24 ~~acceptance of an offer for the sale or transfer of the park; or~~

25 (III) ~~The landlord receives:~~

26 (A) ~~A notice of election and demand or lis pendens related to~~
27 ~~foreclosure of the park pursuant to part 1 of article 38 of this title 38; or~~

1 ~~(B) Notice that a certificate of levy has been filed related to the~~
2 ~~park pursuant to section 13-56-101.~~

3 ~~(b) Within fourteen days after the date on which any of the events~~
4 ~~described in subsection (2)(a) of this section occur,~~

5 (a) TO PROVIDE NOTICE AS REQUIRED BY SUBSECTION (1)(a) OR
6 (1)(b) OF THIS SECTION, the landlord shall mail the notice ~~required by this~~
7 ~~section~~ IN BOTH ENGLISH AND SPANISH by certified mail to:

8 (I) Each home owner, using the most recent address of the home
9 owner, and shall post a copy of the notice in a conspicuous place on the
10 mobile home or at the main point of entry to the lot;

11 (II) The municipality or, if the park is in an unincorporated area,
12 the county within which the park is located;

13 (III) The division of housing in the department of local affairs;
14 and

15 (IV) Each home owners' association, residents' association, or
16 similar body that represents the residents of the park.

17 (b) IN ADDITION TO MAILING THE NOTICE, THE LANDLORD SHALL:

18 (I) PROVIDE THE NOTICE IN BOTH ENGLISH AND SPANISH BY
19 E-MAIL TO EACH RESIDENT WHO HAS AN E-MAIL ADDRESS ON FILE WITH
20 THE LANDLORD; AND

21 (II) POST THE NOTICE IN BOTH ENGLISH AND SPANISH IN A
22 CLEARLY VISIBLE LOCATION IN COMMON AREAS OF THE MOBILE HOME
23 PARK, INCLUDING ANY COMMUNITY HALL OR RECREATION HALL. THE
24 NOTICE MUST REMAIN PUBLICLY POSTED FOR A PERIOD OF AT LEAST ONE
25 HUNDRED EIGHTY DAYS FROM THE DATE IT IS POSTED OR UNTIL THE
26 OPPORTUNITY TO PURCHASE HAS EXPIRED.

27 (3) **Contents of notice.** The notice given pursuant to ~~subsection~~

1 ~~(1) or (2)~~ SUBSECTION (1)(a) of this section must include notice of home
2 owners' rights under subsections (4) to (9) of this section. If the triggering
3 event involves a POTENTIAL sale, the notice must also include a
4 description of the property to be purchased, ~~and~~ the price, terms, and
5 conditions of an acceptable offer the landlord has received to sell the
6 mobile home park or the price or terms and conditions for which the
7 landlord intends to sell the park, AND ANY OTHER TERMS OR CONDITIONS
8 WHICH, IF NOT MET, WOULD BE SUFFICIENT GROUNDS, IN THE LANDLORD'S
9 DISCRETION, TO REJECT AN OFFER FROM A GROUP OF HOME OWNERS OR
10 THEIR ASSIGNEES. THE PRICE, TERMS, AND CONDITIONS STATED IN THE
11 NOTICE MUST BE UNIVERSAL AND APPLICABLE TO ALL POTENTIAL BUYERS,
12 AND MUST NOT BE SPECIFIC TO AND PROHIBITIVE OF A GROUP OR
13 ASSOCIATION OF HOME OWNERS OR THEIR ASSIGNEES MAKING A
14 SUCCESSFUL OFFER TO PURCHASE THE PARK. The information regarding
15 the proposed sale and the price, terms, and conditions of an acceptable
16 offer may be shared for the purposes of evaluating or obtaining financing
17 for the prospective transaction, but all persons who receive the
18 information shall otherwise keep it confidential if the ~~park owner~~
19 LANDLORD or the ~~park owner's~~ LANDLORD'S agent so requests.

20 **(4) Offer to purchase - who may submit - time limits.** (a) A
21 group or association of home owners or their assignees have ~~ninety~~ ONE
22 HUNDREDEIGHTY days after the date that the landlord mails a notice ~~under~~
23 ~~subsection (1) or (2)~~ REQUIRED BY SUBSECTION (1)(a) of this section to:

24 (II) Obtain a ~~binding~~ commitment for any necessary financing or
25 guarantees.

26 (b) Notwithstanding subsection (4)(a) of this section, if a
27 foreclosure sale of the park is scheduled for less than ~~ninety~~ ONE

1 HUNDRED EIGHTY days after the landlord mails a notice ~~under subsection~~
2 ~~(1) or (2)~~ REQUIRED BY SUBSECTION (1)(a) of this section, the opportunity
3 granted by subsection (4)(a) of this section terminates on the date of the
4 foreclosure sale.

5 (5) **Landlord's duty to consider offer.** A landlord that receives
6 ~~an offer pursuant to~~ HAS GIVEN NOTICE AS REQUIRED BY SUBSECTION
7 (1)(a) OF this section shall: ~~not unreasonably refuse to:~~

8 (a) Provide documents, data, and other information in response to
9 reasonable requests for information from a group or association of home
10 owners or their assignees participating in the opportunity to purchase that
11 would enable them to prepare an offer. The documents, data, and other
12 information provided may be shared for the purposes of evaluating or
13 obtaining financing for the prospective transaction, but all persons who
14 receive the information shall otherwise keep it confidential if the ~~park~~
15 ~~owner~~ LANDLORD or the ~~park owner's~~ LANDLORD'S agent so requests.

16 (b) (I) Negotiate in good faith with a group or association of home
17 owners or their assignees. ~~or~~

18 (II) FOR PURPOSES OF THIS SUBSECTION (5)(b), NEGOTIATING IN
19 GOOD FAITH INCLUDES, BUT IS NOT LIMITED TO, PROVIDING A WRITTEN
20 RESPONSE WITHIN SEVEN CALENDAR DAYS OF RECEIVING AN OFFER FROM
21 A GROUP OF HOME OWNERS OR THEIR ASSIGNEES. THE WRITTEN RESPONSE
22 MUST ACCEPT OR REJECT THE OFFER, AND IF THE OFFER IS REJECTED, MUST
23 STATE:

24 (A) THE CURRENT PRICE, TERMS, OR CONDITIONS OF AN
25 ACCEPTABLE OFFER THAT THE LANDLORD HAS RECEIVED TO SELL THE
26 MOBILE HOME PARK, IF THE PRICE, TERMS, OR CONDITIONS HAVE CHANGED
27 SINCE THE LANDLORD GAVE NOTICE TO THE HOME OWNERS PURSUANT TO

1 SUBSECTION (3) OF THIS SECTION; AND

2 (B) A WRITTEN EXPLANATION OF WHY THE LANDLORD IS
3 REJECTING THE OFFER AND WHAT TERMS AND CONDITIONS MUST BE
4 INCLUDED IN AN OFFER FOR THE LANDLORD TO ACCEPT IT.

5 (III) THE PRICE, TERMS, AND CONDITIONS OF AN ACCEPTABLE
6 OFFER STATED IN THE RESPONSE MUST BE UNIVERSAL AND APPLICABLE TO
7 ALL POTENTIAL BUYERS, AND MUST NOT BE SPECIFIC TO AND PROHIBITIVE
8 OF A GROUP OR ASSOCIATION OF HOME OWNERS OR THEIR ASSIGNEES
9 MAKING A SUCCESSFUL OFFER TO PURCHASE THE PARK.

10 (6) **Expiration of opportunity to purchase.** (a) If the ~~ninety-day~~
11 ONE-HUNDRED-EIGHTY-DAY period provided for in subsection (4)(a) of
12 this section elapses and a group or association of home owners or their
13 assignees have not submitted a proposed purchase and sale agreement or
14 obtained a binding financial commitment, the group's or association's
15 opportunities provided by this section terminate.

16 (b) A landlord shall give a group or association of home owners
17 or their assignees an additional ninety days after the ~~ninety-day~~
18 ONE-HUNDRED-EIGHTY-DAY period provided by subsection (4)(a) of this
19 section to close on the purchase of the mobile home park.

20 (7) **Extension or tolling of time.** (a) The ONE-HUNDRED-EIGHTY-
21 AND ninety-day periods described in subsections (4)(a) and (6)(b) of this
22 section may be extended by written agreement between the landlord and
23 the group or association of home owners or their assignees.

24 (b) (I) THE GROUP OR ASSOCIATION OF HOME OWNERS OR THEIR
25 ASSIGNEES ARE ENTITLED TO TOLLING OF THE TIME PERIODS DESCRIBED IN
26 SUBSECTION (4)(a) AND (6)(b) OF THIS SECTION IN ANY OF THE FOLLOWING
27 CIRCUMSTANCES:

1 (A) IF THERE IS A DELAY IN OBTAINING FINANCING OR A REQUIRED
2 INSPECTION OR SURVEY OF THE LAND THAT IS OUTSIDE THE CONTROL OF
3 THE GROUP OR ASSOCIATION OF HOME OWNERS OR THEIR ASSIGNEES, THE
4 TIME PERIOD IS TOLLED FOR THE DURATION OF THE DELAY;

5 (B) IF THE GROUP OR ASSOCIATION OF HOME OWNERS OR THEIR
6 ASSIGNEE FILES A NONFRIVOLOUS COMPLAINT WITH THE DEPARTMENT OF
7 LOCAL AFFAIRS ALLEGING A VIOLATION OF THIS SECTION, THE TIME PERIOD
8 IS TOLLED UNTIL THE COMPLAINT IS RESOLVED BY THE DEPARTMENT OF
9 LOCAL AFFAIRS; AND

10 (C) IF THE GROUP OR ASSOCIATION OF HOME OWNERS HAS
11 ATTEMPTED TO ASSIGN THEIR RIGHTS PURSUANT TO SUBSECTION (8) OF
12 THIS SECTION, THE TIME PERIOD IS TOLLED FROM THE TIME THE GROUP OR
13 ASSOCIATION MAKES THE OFFER OF ASSIGNMENT UNTIL THE OTHER PARTY
14 CONFIRMS WHETHER THE ASSIGNMENT HAS BEEN ACCEPTED OR REJECTED.

15 (8) **Assignment of right to purchase.** (a) A group or association
16 of home owners or their assignees that have the opportunity to purchase
17 under subsection (4) of this section may assign their purchase right to a
18 local ~~or state~~ government, tribal government, housing authority, ~~or~~
19 nonprofit with expertise related to housing, or to THE STATE OR an agency
20 of the state, for the purpose of continuing the use of the park.

21 (b) (I) IF A GROUP OR ASSOCIATION OF HOME OWNERS OR THEIR
22 ASSIGNEES COMPRISING MORE THAN FIFTY PERCENT OF HOME OWNERS IN
23 A PARK CHOOSE TO ASSIGN THEIR RIGHTS TO A PUBLIC ENTITY UNDER THIS
24 SUBSECTION (8), THE HOME OWNERS OR THEIR ASSIGNEES SHALL ENTER
25 INTO AN ASSIGNMENT CONTRACT WITH THE PUBLIC ENTITY. THE
26 ASSIGNMENT CONTRACT MUST INCLUDE THE TERMS AND CONDITIONS OF
27 THE ASSIGNMENT AND THE TERMS AND CONDITIONS FOR HOW THE PARK

1 WILL BE OPERATED IF THE PUBLIC ENTITY PURCHASES THE PARK. THE
2 TERMS AND CONDITIONS MAY INCLUDE, BUT ARE NOT LIMITED TO:

3 (A) ANY DEED RESTRICTIONS THAT MAY BE REQUIRED OR
4 PERMITTED REGARDING THE LOTS OR THE HOUSES IN THE PARK;

5 (B) ANY RESTRICTIONS ON RENT OR FEE INCREASES THAT APPLY IF
6 THE PUBLIC ENTITY PURCHASES THE PARK;

7 (C) ANY REQUIRED CONDITIONS, SUCH AS THE REQUIRED
8 DEMONSTRATION OF APPROVAL FROM HOME OWNERS, FOR REDEVELOPING
9 OR CHANGING THE USE FOR ANY PORTION OF THE PARK FOR OTHER PUBLIC
10 PURPOSES;

11 (D) A MANAGEMENT AGREEMENT FOR HOW THE PARK WILL BE
12 OPERATED IF THE PUBLIC ENTITY PURCHASES THE PARK; AND

13 (E) ANY CHANGES TO PARK RULES OR REGULATIONS THAT APPLY
14 IF THE PUBLIC ENTITY PURCHASES THE PARK.

15 (II) A PUBLIC ENTITY ACCEPTING AN ASSIGNMENT UNDER THIS
16 SUBSECTION (8) MAY DESIGNATE ANOTHER ENTITY TO PURCHASE THE
17 MOBILE HOME PARK PURSUANT TO THE PUBLIC ENTITY'S RIGHT OF FIRST
18 REFUSAL. THE DESIGNEE MUST BE WILLING TO PRESERVE THE
19 AFFORDABILITY OF THE HOUSING PROVIDED IN THE MOBILE HOME PARK.

20 (III) THE PUBLIC ENTITY OR ITS DESIGNEE SHALL PROMPTLY
21 PROVIDE NOTICE OF THE ASSIGNMENT CONTRACT TO THE LANDLORD.

22 (c) (I) IF A LANDLORD RECEIVES NOTICE THAT A GROUP OR
23 ASSOCIATION OF HOME OWNERS HAS ENTERED AN ASSIGNMENT CONTRACT
24 WITH A PUBLIC ENTITY PURSUANT TO SUBSECTION (8)(b) OF THIS SECTION,
25 THE LANDLORD SHALL PROVIDE A RIGHT OF FIRST REFUSAL TO THE PUBLIC
26 ENTITY OR ITS DESIGNEE. ANY PURCHASE AND SALE AGREEMENT ENTERED
27 INTO BY THE LANDLORD MUST BE CONTINGENT UPON THE RIGHT OF FIRST

1 REFUSAL OF THE PUBLIC ENTITY OR ITS DESIGNEE TO PURCHASE THE
2 MOBILE HOME PARK.

3 (II) AFTER RECEIVING NOTICE OF AN ASSIGNMENT CONTRACT, THE
4 LANDLORD SHALL PROVIDE THE PUBLIC ENTITY OR ITS DESIGNEE WITH THE
5 TERMS UPON WHICH THE LANDLORD WOULD ACCEPT AN OFFER TO SELL
6 THE PARK OR A CONTINGENT PURCHASE AND SALE AGREEMENT THAT IS
7 EFFECTIVE UPON ITS EXECUTION. THE PUBLIC ENTITY HAS ONE HUNDRED
8 EIGHTY DAYS FROM THE DATE THE PUBLIC ENTITY OR ITS DESIGNEE
9 RECEIVES THE TERMS OR CONTINGENT PURCHASE AND SALE AGREEMENT
10 TO NOTIFY THE LANDLORD OF THE PUBLIC ENTITY'S INTENT TO PURCHASE
11 THE MOBILE HOME PARK OR OF THE PUBLIC ENTITY'S INTENT TO
12 FACILITATE THE PURCHASE OF THE MOBILE HOME PARK BY ITS DESIGNEE.

13 (III) THE LANDLORD SHALL SELL THE MOBILE HOME PARK TO THE
14 PUBLIC ENTITY OR ITS DESIGNEE IF, WITHIN THE
15 ONE-HUNDRED-EIGHTY-DAY PERIOD, THE PUBLIC ENTITY OR ITS DESIGNEE:

16 (A) NOTIFIES THE LANDLORD OF ITS INTENT TO PURCHASE THE
17 PARK OR FACILITATE THE PURCHASE OF THE PARK BY ITS DESIGNEE;

18 (B) ACCEPTS THE CONTINGENT PURCHASE AND SALE AGREEMENT
19 PROVIDED BY THE LANDLORD OR OFFERS THE LANDLORD TERMS THAT ARE
20 ECONOMICALLY SUBSTANTIALLY IDENTICAL TO THE TERMS OF THE
21 CONTINGENT PURCHASE AND SALE AGREEMENT OR TO THE TERMS THE
22 LANDLORD PROVIDED PURSUANT TO SUBSECTION (8)(c)(II) OF THIS
23 SECTION; AND

24 (C) COMMITS TO CLOSE WITHIN ONE HUNDRED EIGHTY DAYS FROM
25 THE DATE THE PUBLIC ENTITY OR ITS DESIGNEE AND THE OWNER SIGN A
26 PURCHASE AND SALE AGREEMENT.

27 (IV) FOR THE PURPOSE OF DETERMINING WHETHER THE TERMS OF

1 AN OFFER ARE ECONOMICALLY SUBSTANTIALLY IDENTICAL UNDER
2 SUBSECTION (8)(c)(III)(B) OF THIS SECTION, IT IS IMMATERIAL HOW THE
3 OFFER WOULD BE FINANCED.

4 (d) A LANDLORD SHALL NOT TAKE ANY ACTION THAT WOULD
5 PRECLUDE THE PUBLIC ENTITY OR ITS DESIGNEE FROM SUCCEEDING TO THE
6 CONTRACT OR NEGOTIATING WITH THE LANDLORD FOR THE PURCHASE OF
7 THE MOBILE HOME PARK DURING THE NOTICE PERIODS IDENTIFIED IN THIS
8 SECTION OR DURING ANY CONDEMNATION PROCEEDING COMMENCED.

9 (e) IN ADDITION TO ANY OTHER TIMES, DURING THE NOTICE
10 PERIODS IDENTIFIED IN THIS SECTION, A PUBLIC ENTITY MAY PURSUE
11 PRESERVATION OF THE MOBILE HOME PARK AS AFFORDABLE HOUSING
12 THROUGH NEGOTIATION FOR PURCHASE OR THROUGH CONDEMNATION.

13 (f) AS USED IN THIS SUBSECTION (8):

14 (I) "PUBLIC ENTITY" MEANS THE STATE, AN AGENCY OF THE STATE,
15 A LOCAL GOVERNMENT, OR A TRIBAL GOVERNMENT.

16 (II) "PUBLIC PURPOSE" INCLUDES BUT IS NOT LIMITED TO THE USE
17 AND OPERATION OF THE PARK BY THE ASSIGNEE FOR THE PUBLIC BENEFIT
18 OF MAINTAINING A SIGNIFICANT SOURCE OF LOW INCOME OR WORKFORCE
19 HOUSING OR HOUSING FOR THE ELDERLY.

20 (9) **Independence of time limits and notice provisions.**

21 (a) EXCEPT AS PROVIDED IN SUBSECTION (9)(b) OF THIS SECTION, each
22 occurrence of a triggering event listed in ~~subsection (1) or (2)~~
23 SUBSECTION (1)(a) of this section creates an independent, ~~ninety-day~~
24 ONE-HUNDRED-EIGHTY-DAY opportunity to purchase for the group or
25 association of home owners or their assignees. If a ~~ninety-day~~
26 ONE-HUNDRED-EIGHTY-DAY opportunity to purchase is in effect and a
27 new triggering event occurs, the ongoing ~~ninety-day~~

1 ONE-HUNDRED-EIGHTY-DAY time period terminates and a new ~~ninety-day~~
2 ONE-HUNDRED-EIGHTY-DAY time period begins on the latest date on
3 which the landlord gives notice, as required by subsection (1) or (2) of
4 this section, of the new triggering event.

5 (b) (I) A LANDLORD IS NOT REQUIRED TO PROVIDE A NEW OR
6 SUBSEQUENT NOTICE OF INTENT TO SELL FOR EACH TRIGGERING EVENT
7 LISTED IN SUBSECTION (1)(a) OF THIS SECTION IF:

8 (A) THE NEW DEMONSTRATION OF INTENT OCCURS WITHIN SIXTY
9 CALENDAR DAYS OF THE CERTIFIED MAILING OF THE MOST RECENT NOTICE
10 UNDER SUBSECTION (2) OF THIS SECTION; AND

11 (B) THERE ARE NO MATERIAL CHANGES TO THE PRICE, TERMS, AND
12 CONDITIONS OF AN ACCEPTABLE OFFER THE LANDLORD HAS RECEIVED TO
13 SELL THE MOBILE HOME PARK OR FOR WHICH THE LANDLORD INTENDS TO
14 SELL THE PARK, WHICH WERE INCLUDED IN THE MOST RECENT NOTICE
15 PROVIDED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION.

16 (II) ANY MATERIAL CHANGE TO THE PRICE, TERMS, AND
17 CONDITIONS OF AN ACCEPTABLE OFFER THE LANDLORD HAS RECEIVED TO
18 SELL THE MOBILE HOME PARK OR FOR WHICH THE LANDLORD INTENDS TO
19 SELL THE PARK IS CONSIDERED A NEW TRIGGERING EVENT, REQUIRING A
20 NEW NOTICE PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION AND
21 CREATING A NEW ONE-HUNDRED-EIGHTY-DAY TIME PERIOD.

22 ~~(b)~~ (c) A notice required under this section is in addition to, and
23 does not substitute for or affect, any other notice requirement under this
24 part 2.

25 (10) A landlord shall not make a final, unconditional acceptance
26 of any offer for the sale or transfer of the park until:

27 (a) The landlord has considered an offer made by a group or

1 association of home owners or their assignees pursuant to subsections (4),
2 ~~and~~ (5), AND (8) of this section; or

3 (14) **Triggering events not essential.** (a) A group or association
4 of home owners or their assignees may submit an offer to purchase to a
5 landlord at any time, even if none of the events listed in subsection (1) ~~or~~
6 ~~(2)~~ of this section has occurred.

7 (15) **Penalties and enforcement.** (a) (I) ANY SALE OF A MOBILE
8 HOME PARK IN WHICH THE LANDLORD OR SELLER OF THE PARK IS
9 SUBSTANTIALLY OUT OF COMPLIANCE WITH THIS SECTION IS NOT A LAWFUL
10 SALE AND IS NULL AND VOID.

11 (II) FOR PURPOSES OF THIS TITLE 38, THE RIGHTS ACCORDED TO
12 HOME OWNERS IN THIS SECTION ARE PROPERTY INTERESTS.

13 (III) ANY TITLE TRANSFERRED SUBSEQUENT TO THE TRIGGERING
14 EVENTS IN SUBSECTION (1)(a) OF THIS SECTION IS DEFECTIVE UNLESS THE
15 PROPERTY INTERESTS OF THE HOME OWNERS AS SET FORTH IN SUBSECTION
16 (15)(a)(II) OF THIS SECTION ARE SECURED OR UNTIL AN EQUITABLE
17 REMEDY HAS BEEN PROVIDED.

18 (b) IF THE DIVISION OF HOUSING IN THE DEPARTMENT OF LOCAL
19 AFFAIRS RECEIVES A COMPLAINT FILED IN ACCORDANCE WITH PART 11 OF
20 THIS ARTICLE 12, THE DIVISION SHALL INVESTIGATE THE ALLEGED
21 VIOLATIONS AT THE DIVISION'S DISCRETION, AND, IF APPROPRIATE,
22 FACILITATE NEGOTIATIONS BETWEEN THE COMPLAINANT AND RESPONDENT
23 IN ACCORDANCE WITH PART 11 OF THIS ARTICLE 12. **THE DIVISION MAY**
24 **ALSO INVESTIGATE POSSIBLE VIOLATIONS OF THIS SECTION UPON ITS OWN**
25 **INITIATIVE.** IN ADDITION TO THE REMEDIES DESCRIBED IN SECTION
26 38-12-1105, THE DIVISION MAY:

27 (I) IMPOSE A FINE ON THE SELLER OF THE MOBILE HOME PARK IN AN

1 AMOUNT NOT TO EXCEED THIRTY PERCENT OF THE SALE OR LISTING PRICE
2 OF THE PARK, WHICHEVER IS GREATER, WHICH THE DIVISION SHALL
3 DISTRIBUTE TO THE HOME OWNERS IN THE PARK; OR

4 (II) FILE A CIVIL ACTION FOR INJUNCTIVE OR OTHER RELIEF IN THE
5 DISTRICT COURT FOR THE DISTRICT IN WHICH THE PARK IS LOCATED.

6 (c) THE ATTORNEY GENERAL MAY INVESTIGATE POSSIBLE
7 VIOLATIONS OF THIS SECTION. IF THE ATTORNEY GENERAL MAKES A
8 PRELIMINARY FINDING THAT A LANDLORD OR SELLER OF A MOBILE HOME
9 PARK SUBSTANTIALLY FAILED TO COMPLY WITH THIS SECTION, AND IF
10 CONTINUATION OF THE SALE IS LIKELY TO RESULT IN SIGNIFICANT HARM
11 TO THE PROPERTY INTERESTS OF THE HOME OWNERS AS SET FORTH IN
12 SUBSECTION (15)(a)(II) OF THIS SECTION, THE ATTORNEY GENERAL:

13 (I) SHALL INFORM THE REGISTRAR OF TITLES THAT THE HOME
14 OWNERS WITH PROPERTY INTERESTS UNDER THIS SECTION HAVE AN
15 ADVERSE CLAIM ON THE PROPERTY, WHICH MUST BE RECORDED ON THE
16 CERTIFICATE OF TITLE;

17 (II) MAY, PURSUANT TO SECTION 38-36-131 AND SUBJECT TO THE
18 TIME LIMITS OF SECTION 38-36-132, ISSUE AN ORDER PROVIDING
19 TEMPORARY INJUNCTIVE RELIEF TO PRESERVE THE OWNERSHIP STATUS
20 QUO IF THE ORDER IS ISSUED PRIOR TO A TRANSFER OF TITLE, OR TO
21 REVERT THE OWNERSHIP TO STATUS QUO ANTE SUBJECT TO THE
22 LIMITATIONS OF ARTICLE 41 OF THIS TITLE 38 IF THE ORDER IS ISSUED
23 AFTER THE TRANSFER OF TITLE;

24 (III) MAY CONTINUE TO INVESTIGATE, NEGOTIATE, AND, IF
25 APPROPRIATE, FILE A CIVIL ACTION TO SECURE AND ENFORCE THE RIGHTS
26 OF HOME OWNERS UNDER THIS SECTION OR TO SECURE AN EQUITABLE
27 REMEDY ON THEIR BEHALF.

1 (d) ONE OR MORE HOME OWNERS OR THEIR ASSIGNEES MAY FILE A
2 CIVIL ACTION ALLEGING A VIOLATION OF THIS SECTION PURSUANT TO
3 SECTION 38-12-220.

4 **SECTION 15.** In Colorado Revised Statutes, 38-12-219, **amend**
5 (1) introductory portion and (1)(a) as follows:

6 **38-12-219. Home owners' and landlords' rights.** (1) Every
7 home owner, RESIDENT, and landlord ~~shall have~~ HAS the right to the
8 following:

9 (a) Protection from abuse or disregard of state or local law by the
10 landlord and home owners. ABUSE OR DISREGARD OF STATE OR LOCAL
11 LAW INCLUDES, BUT IS NOT LIMITED TO:

12 (I) ORAL OR WRITTEN STATEMENTS THAT THREATEN EVICTION FOR
13 VIOLATIONS THAT ARE NOT GROUNDS TO TERMINATE A TENANCY UNDER
14 SECTION 38-12-203;

15 (II) MISLEADING A HOME OWNER OR RESIDENT ABOUT HIS OR HER
16 OBLIGATION TO SIGN A NEW LEASE OR AGREEMENT; OR

17 (III) TAKING, POSSESSING, OR DEPRIVING A HOME OWNER OR
18 RESIDENT OF HIS OR HER PROPERTY OR PROPERTY RIGHTS WITHOUT DUE
19 PROCESS, INCLUDING THE OPPORTUNITY FOR A HEARING.

20 **SECTION 16.** In Colorado Revised Statutes, **amend** 38-12-220
21 as follows:

22 **38-12-220. Private civil right of action.** (1) A home owner, ~~in~~
23 ~~a park where the landlord has violated any provision of this article 12 has~~
24 ~~a private civil right of~~, RESIDENT, OR LANDLORD OR THE ASSIGNEE OF A
25 HOME OWNER, RESIDENT, OR LANDLORD MAY FILE A CIVIL ~~action against~~
26 ~~the landlord~~ ALLEGING A VIOLATION OF A RENTAL AGREEMENT OR OF ANY
27 PROVISION OF THIS ARTICLE 12.

1 (2) In any such action, except as described in section 38-12-105

2 (4): ~~the:~~

3 (a) A COURT MAY AWARD ECONOMIC DAMAGES, ANY PENALTIES
4 AUTHORIZED BY THIS ARTICLE 12, AND SUCH EQUITABLE AND INJUNCTIVE
5 RELIEF AS IS APPROPRIATE TO PROTECT THE RIGHTS OF THE PARTIES;

6 (b) A home owner OR RESIDENT is entitled to ~~actual economic~~
7 ~~damages and~~ reasonable attorney fees and costs if the home owner OR
8 RESIDENT is successful in the action; AND

9 (c) A COURT SHALL NOT:

10 (I) AWARD ATTORNEY FEES TO A LANDLORD UNLESS THE COURT
11 FINDS A HOME OWNER OR RESIDENT FILED A COMPLAINT THAT WAS
12 FRIVOLOUS, NOTWITHSTANDING ANY AGREEMENT TO THE CONTRARY; OR

13 (II) REQUIRE A BOND TO BE PAID INTO THE COURT AS A CONDITION
14 OF FILING THE SUIT.

15 (3) IN AN ACTION ALLEGING A VIOLATION OF SECTION 38-12-217:

16 (a) A COURT MAY ISSUE AN ORDER SUSPENDING THE
17 ONE-HUNDRED-EIGHTY- AND NINETY-DAY PERIODS DESCRIBED IN SECTION
18 38-12-217 (4)(a) AND (6)(b), STAYING OR CANCELING THE CLOSING OF
19 ANY PENDING TRANSACTION, OR PROVIDING SUCH OTHER EQUITABLE
20 RELIEF AS THE COURT DEEMS NECESSARY TO PROTECT THE RIGHTS OF THE
21 HOME OWNERS UNDER SECTION 38-12-217.

22 (b) IF THE COURT FINDS THE LANDLORD VIOLATED SECTION
23 38-12-217, IN ADDITION TO ALL OTHER REMEDIES, THE COURT SHALL
24 AWARD A STATUTORY PENALTY OF AT LEAST TWENTY THOUSAND DOLLARS
25 AND NOT TO EXCEED THIRTY PERCENT OF THE PURCHASE OR LISTING PRICE
26 OF THE PARK, WHICHEVER IS GREATER. THE PENALTY AUTHORIZED BY THIS
27 SUBSECTION (3)(b) IS IN ADDITION TO ANY FINE OR PENALTY IMPOSED BY

1 OR AWARDED TO THE DIVISION OF HOUSING UNDER SECTION 38-12-217
2 (15).

3 **SECTION 17.** In Colorado Revised Statutes, 38-12-222, **amend**
4 (2) and (3) as follows:

5 **38-12-222. Residents' right to privacy.** (2) Unless otherwise
6 prohibited by law, the management has a right of entry to mobile home
7 space to fulfill the duties described in section 38-12-212.3 and to ensure
8 compliance with applicable codes, statutes, ordinances, and
9 administrative rules; the rental agreement; and the rules and regulations
10 of the park. A landlord shall not enter in a manner that interferes with a
11 ~~home owner's~~ RESIDENT'S peaceful enjoyment of the mobile home space,
12 as described in section 38-12-219 (1)(b), except in the case of an
13 emergency.

14 (3) Except when posting notices that are required by law or by a
15 rental agreement, the management shall make a reasonable effort to notify
16 a ~~home owner~~ RESIDENT of the management's intention to enter the
17 mobile home space at least forty-eight hours before entry. THE
18 NOTIFICATION MUST INCLUDE THE DATE AND APPROXIMATE TIME OF THE
19 PLANNED ENTRY AND MUST BE DELIVERED IN A MANNER THAT IS LIKELY
20 TO BE SEEN OR HEARD BY THE RESIDENT IN A TIMELY MANNER.

21 **SECTION 18.** In Colorado Revised Statutes, **add** 38-12-223 as
22 follows:

23 **38-12-223. Tenancy and park sale records.** (1) THE
24 MANAGEMENT SHALL RETAIN RECORDS FOR EACH RESIDENT THROUGHOUT
25 THE RESIDENT'S TENANCY AND FOR TWELVE MONTHS AFTER THE TENANCY
26 ENDS, INCLUDING DOCUMENTATION OF:

27 (a) EACH RENTAL AGREEMENT SIGNED BY THE RESIDENT AND THE

1 CURRENT OR PREVIOUS MANAGEMENT;

2 (b) WRITTEN RULES AND REGULATIONS ADOPTED BY THE CURRENT
3 OR PREVIOUS MANAGEMENT DURING THE RESIDENT'S TENANCY;

4 (c) EACH REQUEST FROM THE RESIDENT RELATING TO THE
5 FOLLOWING, INCLUDING WHETHER THE MANAGEMENT AT THE TIME
6 APPROVED OR DISAPPROVED EACH REQUEST:

7 (I) GUESTS, ROOMMATES, OCCUPANTS, CO-LESSEES, OR
8 SUB-LESSEES;

9 (II) PETS OR SERVICE ANIMALS;

10 (III) ACCESSORY BUILDINGS OR STRUCTURES, INCLUDING SHEDS
11 AND CARPORTS; AND

12 (IV) DECKS, FENCES, WHEELCHAIR RAMPS, OR OTHER STRUCTURAL
13 CHANGES TO THE HOME OR LOT.

14 (2) A LANDLORD WHO IS SELLING OR TRANSFERRING A MOBILE
15 HOME PARK SHALL MAINTAIN ALL RECORDS RELATED TO COMPLIANCE
16 WITH SECTION 38-12-217 FOR A MINIMUM OF FORTY-EIGHT MONTHS AFTER
17 ANY SALE OR TRANSFER OF A MOBILE HOME PARK IS COMPLETE, INCLUDING
18 BUT NOT LIMITED TO:

19 (a) NOTICES MAILED OR GIVEN TO HOME OWNERS PURSUANT TO
20 SECTION 38-12-217 (1) AND (2);

21 (b) POSTINGS PURSUANT TO SECTION 38-12-217 (1)(c), INCLUDING
22 ANY FORMS FOR HOME OWNERS TO PROVIDE NOTICE THAT THEY DO NOT
23 WISH TO PARTICIPATE IN EFFORTS TO PURCHASE THE COMMUNITY;

24 (c) SIGNED WRITINGS PROVIDED BY HOME OWNERS TO THE PARK
25 OWNER DECLINING TO PARTICIPATE IN PURCHASING THE PARK PURSUANT
26 TO SECTION 38-12-217 (1)(c);

27 (d) OFFERS TO PURCHASE AND PROPOSED PURCHASE AND SALE

1 AGREEMENTS SUBMITTED TO THE LANDLORD BY A GROUP OR ASSOCIATION
2 OF HOME OWNERS OR THEIR ASSIGNEES PURSUANT TO SECTION 38-12-217
3 (4);

4 (e) REQUESTS FOR INFORMATION FROM A GROUP OR ASSOCIATION
5 OF HOME OWNERS OR THEIR ASSIGNEES PARTICIPATING IN THE
6 OPPORTUNITY TO PURCHASE AND THE LANDLORD'S RESPONSES TO THE
7 REQUESTS FOR INFORMATION PURSUANT TO SECTION 38-12-217 (5)(a);
8 AND

9 (f) OFFERS TO PURCHASE AND ANY CONDITIONAL AND
10 UNCONDITIONAL PURCHASE AND SALE AGREEMENTS SUBMITTED BY THE
11 SUCCESSFUL PURCHASER OF THE MOBILE HOME PARK.

12 (3) UPON THE SALE OR TRANSFER OF A MOBILE HOME PARK, THE
13 SELLER MUST TRANSFER ALL RECORDS MAINTAINED UNDER SUBSECTION
14 (1) OF THIS SECTION TO THE NEW OWNER.

15 (4) IF AN ISSUE ARISES AS TO A RESIDENT'S RIGHT TO ANY OF THE
16 MATTERS DESCRIBED IN SUBSECTION (1)(c) OR (2) OF THIS SECTION AND
17 THE MANAGEMENT HAS NOT RETAINED ADEQUATE RECORDS FOR THAT
18 RESIDENT, THE MANAGEMENT SHALL BE PRESUMED TO HAVE VIOLATED
19 THIS PART 2 UNLESS THE MANAGEMENT DEMONSTRATES COMPLIANCE BY
20 A PREPONDERANCE OF THE EVIDENCE.

21 **SECTION 19.** In Colorado Revised Statutes, 38-12-1102, **amend**
22 (1)(c) and (2); and **add** (1)(d) as follows:

23 **38-12-1102. Legislative declaration.** (1) The general assembly
24 hereby finds and declares that:

25 (c) Taking legal action against a mobile home park landlord for
26 violations of the "Mobile Home Park Act" can be a costly and lengthy
27 process THAT IS NOT TIMELY ENOUGH TO PREVENT SIGNIFICANT HARM, and

1 many mobile home owners AND RESIDENTS cannot afford to pursue a
2 court process to vindicate statutory rights. Mobile home park landlords
3 will also benefit by having access to a process that resolves disputes
4 quickly and efficiently.

5 (d) CERTAIN ACTIONS BY MOBILE HOME PARK LANDLORDS MAY
6 CAUSE IMMINENT HARM TO MOBILE HOME PARK RESIDENTS.

7 (2) Therefore, it is the intent of the general assembly to provide
8 an equitable as well as a less costly and more TIMELY AND efficient way
9 for mobile home owners, MOBILE HOME PARK RESIDENTS, and mobile
10 home park landlords to resolve disputes; and to provide a mechanism for
11 state authorities to quickly locate mobile home park landlords; AND TO
12 GRANT THE DIVISION OF HOUSING THE AUTHORITY TO ISSUE CEASE AND
13 DESIST ORDERS TO STOP ACTIONS BY LANDLORDS THAT POSE THE
14 POTENTIAL FOR IMMINENT HARM.

15 **SECTION 20.** In Colorado Revised Statutes, 38-12-1103, **amend**
16 (2) as follows:

17 **38-12-1103. Definitions.** As used in this part 11, unless the
18 context otherwise requires:

19 (2) (a) "Complainant" means a landlord, ~~or~~ home owner, OR
20 GROUP OF HOME OWNERS who has filed a complaint alleging a violation
21 of the act OR THIS PART 11 or the complainant's agent, employee, or
22 representative authorized to act on the complainant's behalf.

23 (b) ON AND AFTER JULY 1, 2023, OR EARLIER IF ALLOWED BY THE
24 DIVISION, "COMPLAINANT" ALSO INCLUDES A RESIDENT, LOCAL
25 GOVERNMENT, OR NONPROFIT WHO HAS FILED A COMPLAINT ALLEGING A
26 VIOLATION OF THE ACT OR THIS PART 11.

27 **SECTION 21.** In Colorado Revised Statutes, 38-12-1104, **amend**

1 (2)(a) and (2)(h); and **add** (4) as follows:

2 **38-12-1104. Dispute resolution program - creation - division**
3 **of housing - duties - report - rules.** (2) The division shall:

4 (a) Produce educational materials regarding the act and the
5 program. These materials must be in both English and Spanish and must
6 include a notice in a format that a landlord can reasonably post in a
7 mobile home park. The notice must summarize home owner AND
8 RESIDENT rights and responsibilities UNDER THE ACT AND THIS PART 11,
9 provide information on how to file a complaint with the division, describe
10 the protections afforded ~~home owners~~ under section 38-12-1105 (13), and
11 provide a toll-free telephone number and website that landlords, ~~and~~
12 home owners, AND RESIDENTS can use to seek additional information and
13 communicate complaints specific to the program;

14 (h) Receive complaints and perform dispute resolution AND
15 ENFORCEMENT activities related to the program, including investigations,
16 negotiations, COMMUNICATIONS, determinations of violations, and
17 imposition of penalties as described in section 38-12-1105;

18 (4) THE ATTORNEY GENERAL MAY, AT THE ATTORNEY GENERAL'S
19 DISCRETION, INVESTIGATE AND ENFORCE COMPLIANCE WITH THE ACT AND
20 THIS PART 11.

21 **SECTION 22.** In Colorado Revised Statutes, 38-12-1105, **amend**
22 (1), (2), (3)(a), (4), (7)(a)(II), (7)(a)(III), (7)(b), (10), (12), and (13); and
23 **add** (3)(c), (6.5), and (15) as follows:

24 **38-12-1105. Dispute resolution program - complaint process.**

25 (1) (a) ~~Beginning on June 30, 2020,~~ Any aggrieved party may file a
26 complaint with the division ON A FORM PRESCRIBED BY THE DIVISION
27 alleging a violation of the act or this part 11, regardless of whether the

1 provision allegedly violated contains a specific reference to this section.

2 (b) THE DIVISION SHALL PROVIDE A SIMPLIFIED FORM FOR FILING
3 A COMPLAINT THAT INVOLVES ONLY A RECENT WRITTEN COMMUNICATION
4 FROM A LANDLORD THAT IS ALLEGED TO VIOLATE THE ACT OR THIS PART
5 11 ON ITS FACE AND THAT IS LIKELY, WITHIN NINETY DAYS, TO AFFECT
6 MULTIPLE HOME OWNERS IN A MOBILE HOME PARK. THE SIMPLIFIED FORM
7 MUST REQUIRE ONLY THE COMPLAINANT'S CONTACT INFORMATION, A COPY
8 OF THE WRITTEN COMMUNICATION, AND ANY OTHER SUPPORTING
9 DOCUMENTATION.

10 (2) (a) After receiving a complaint under this part 11, the division
11 shall investigate the alleged violations at the division's discretion. ~~and,~~
12 THE DIVISION MAY, if appropriate, facilitate negotiations between the
13 complainant and the respondent. THE DIVISION MAY ON ITS OWN
14 INITIATIVE INVESTIGATE POTENTIAL VIOLATIONS OF THE ACT OR OF THIS
15 PART 11 WHEN IT RECEIVES EVIDENCE OF A POTENTIAL VIOLATION FROM
16 A SOURCE OTHER THAN A FILED COMPLAINT AND MAY MAKE
17 DETERMINATIONS AND TAKE ENFORCEMENT ACTIONS PURSUANT TO THIS
18 SECTION FOLLOWING SUCH AN INVESTIGATION.

19 (b) IF A COMPLAINT OR INVESTIGATION CONCERNS ONLY A
20 WRITTEN COMMUNICATION FROM A LANDLORD THAT IS ALLEGED TO
21 VIOLATE THE ACT OR THIS PART 11 ON ITS FACE AND THAT IS LIKELY TO
22 AFFECT MULTIPLE HOME OWNERS IN A MOBILE HOME PARK WITHIN NINETY
23 DAYS, NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION:

24 (I) THE DIVISION SHALL PROMPTLY EVALUATE THE WRITTEN
25 COMMUNICATION TO DETERMINE WHETHER IT IS MORE LIKELY THAN NOT
26 THAT THE COMMUNICATION VIOLATES OR WILL LEAD TO A VIOLATION OF
27 THE ACT OR THIS PART 11;

1 (II) IF THE DIVISION DETERMINES THAT IT IS MORE LIKELY THAN
2 NOT THAT THE WRITTEN COMMUNICATION VIOLATES OR WILL LEAD TO A
3 VIOLATION OF THE ACT OR THIS PART 11, THE DIVISION SHALL PROMPTLY
4 NOTIFY THE LANDLORD AND ANY KNOWN MOBILE HOME PARK MANAGERS
5 OR AGENTS THAT THEY ARE OR WILL SOON BE IN VIOLATION OF THE ACT OR
6 THIS PART 11 AND THAT THEY MUST CEASE AND DESIST OR CORRECT THEIR
7 COMMUNICATIONS OR ACTIONS TO BE IN COMPLIANCE WITH THE LAW.

8 (III) IF THE DIVISION DOES NOT DETERMINE THAT THE WRITTEN
9 COMMUNICATION VIOLATES OR WILL LEAD TO A VIOLATION OF THE ACT OR
10 THIS PART 11, OR IS UNABLE TO MAKE A DETERMINATION ON THE
11 INFORMATION IN ITS POSSESSION, THE DIVISION MAY, IN ITS DISCRETION,
12 ISSUE A WRITTEN NOTICE OF NONVIOLATION PURSUANT TO SUBSECTION (4)
13 OF THIS SECTION OR CONTINUE TO INVESTIGATE THE COMPLAINT OR
14 POTENTIAL VIOLATION PURSUANT TO THIS SECTION.

15 (IV) FOR ANY COMPLAINT MADE PURSUANT TO SUBSECTION (1)(b)
16 OF THIS SECTION:

17 (A) THE DIVISION SHALL TAKE ALL REASONABLE STEPS TO AVOID
18 DISCLOSING THE COMPLAINANT'S IDENTITY TO THE LANDLORD DURING OR
19 AFTER THE INVESTIGATION WITHOUT THE COMPLAINANT'S PERMISSION;
20 AND

21 (B) THE COMPLAINANT'S NAME AND PERSONAL IDENTIFYING
22 INFORMATION ARE NOT PUBLIC RECORDS SUBJECT TO PUBLIC INSPECTION
23 PURSUANT TO PART 2 OF ARTICLE 72 OF TITLE 24.

24 (3) (a) Complainants and respondents shall cooperate with the
25 division in the course of an investigation by responding to subpoenas
26 issued by the division. The subpoenas may COMPEL TESTIMONY, TAKE
27 EVIDENCE, OR seek access to papers or other documents and provide site

1 access to the mobile home parks relevant to the investigation.
2 Complainants and respondents must respond to the division's subpoenas
3 within fourteen days of the division sending the subpoenas by certified
4 mail.

5 (c) IF A COMPLAINANT OR RESPONDENT FAILS TO RESPOND TO A
6 SUBPOENA WITHIN THE TIME REQUIRED BY SUBSECTION (3)(a) OF THIS
7 SECTION, THE DIVISION MAY IMPOSE A PENALTY OF UP TO [REDACTED] DOLLARS
8 PER VIOLATION PER DAY FOR EACH DAY THE COMPLAINANT OR
9 RESPONDENT FAILS TO RESPOND. THE DIVISION MAY DELAY OR DISMISS
10 THE IMPOSITION OF THE PENALTY IF THE COMPLAINANT OR RESPONDENT
11 MAKES A GOOD-FAITH EFFORT TO COMPLY WITHIN SEVEN DAYS.

12 (4) (a) If, after an investigation, the division determines that the
13 parties are unable to come to an agreement OR THAT FACILITATING
14 NEGOTIATIONS BETWEEN THE PARTIES IS NOT APPROPRIATE TO RESOLVE
15 THE ALLEGED VIOLATION, the division shall make a written determination
16 on whether a violation of the act OR OF THIS PART 11 has occurred.

17 (b) If the division finds by a written determination that a violation
18 of the act OR OF THIS PART 11 has occurred, the division shall deliver a
19 written notice of violation by certified mail to both the complainant and
20 the respondent. The notice of violation must specify the basis for the
21 division's determination, the violation, the action required to cure the
22 violation, the time within which that action must be taken, the penalties
23 that will be imposed if that action is not taken within the specified time
24 period, and the process for contesting the determination, required action,
25 and penalties by means of an administrative hearing.

26 (c) If the division finds by a written determination that a violation
27 of the act OR OF THIS PART 11 has not occurred, the division shall deliver

1 a written notice of nonviolation to both the complainant and the
2 respondent by certified mail. The notice of nonviolation must include the
3 basis for the division's determination and the process for contesting the
4 determination included in the notice of nonviolation by means of an
5 administrative hearing.

6 (6.5) (a) WHENEVER THE DIVISION HAS REASONABLE CAUSE TO
7 BELIEVE THAT A VIOLATION OF THE ACT, THIS PART 11, OR ANY RULE
8 PROMULGATED BY THE DIVISION PURSUANT TO THE ACT OR THIS PART 11
9 HAS OCCURRED OR WILL SOON OCCUR, AND THAT IMMEDIATE
10 ENFORCEMENT IS NECESSARY, THE DIVISION MAY IMMEDIATELY ISSUE A
11 CEASE AND DESIST ORDER. A WRITTEN DETERMINATION AND NOTICE OF
12 VIOLATION IS NOT REQUIRED WHEN THE DIVISION ISSUES A CEASE AND
13 DESIST ORDER PURSUANT TO THIS SUBSECTION (6.5). THE ORDER MUST SET
14 FORTH THE PROVISIONS ALLEGED TO HAVE BEEN VIOLATED, THE FACTS
15 ALLEGED TO HAVE CONSTITUTED THE VIOLATION, AND THE REQUIREMENT
16 THAT ALL ACTIONS IMMEDIATELY CEASE.

17 (b) WITHIN FIFTEEN BUSINESS DAYS AFTER SERVICE OF THE ORDER,
18 THE PERSON RECEIVING THE ORDER MAY REQUEST AN ADMINISTRATIVE
19 HEARING PURSUANT TO SUBSECTION (7)(a) OF THIS SECTION TO
20 DETERMINE WHETHER OR NOT THE ALLEGED VIOLATION HAS OCCURRED.

21 (c) IF A PERSON WHO IS THE SUBJECT OF AN ORDER TO CEASE AND
22 DESIST FAILS TO COMPLY WITH THE ORDER WITHIN FORTY-EIGHT HOURS,
23 THE DIVISION MAY BRING AN ACTION IN CIVIL COURT FOR A TEMPORARY
24 RESTRAINING ORDER AND FOR INJUNCTIVE RELIEF TO PREVENT FURTHER
25 OR CONTINUED VIOLATION OF THE ACT OR OF THIS PART 11. A COURT
26 SHALL NOT STAY AN ORDER TO CEASE AND DESIST UNTIL AFTER HOLDING
27 A HEARING INVOLVING BOTH PARTIES ON THE MATTER.

1 (7) (a) A complainant or respondent may request an administrative
2 hearing before an administrative law judge to contest:

3 (II) A penalty imposed under subsection (3) OR (5) of this section;
4 or

5 (III) An order to cease and desist or an order to take actions under
6 subsection (6) OR (6.5) of this section.

7 (b) If the complainant or respondent requests an administrative
8 hearing pursuant to subsection (7)(a) of this section, the complainant or
9 respondent must file the request within fifteen business days ~~of receipt~~
10 AFTER SERVICE of a notice of violation, notice of nonviolation penalty,
11 order, or action. If an administrative hearing is not requested within this
12 time period, the notice of violation, ~~or~~ notice of nonviolation, OR CEASE
13 AND DESIST ORDER constitutes a final agency order of the division and is
14 not subject to review by any court or agency.

15 (10) When the division imposes any penalty against a respondent
16 landlord under this part 11, the respondent may not seek any recovery or
17 reimbursement of the penalty from a complainant or from any other home
18 owner OR RESIDENT.

19 (12) This section does not provide an exclusive remedy and does
20 not limit the right of landlords, ~~or~~ home owners, OR RESIDENTS to take
21 legal action against another party as provided in the act or otherwise.
22 Exhaustion of the administrative remedy provided in this section is not
23 required before a landlord, ~~or~~ home owner, OR RESIDENT may bring a
24 legal action.

25 (13) A landlord ~~may~~ SHALL not take any retaliatory actions against
26 a home owner OR RESIDENT FOR FILING A COMPLAINT AND SHALL NOT
27 HARASS OR INTIMIDATE A HOME OWNER OR RESIDENT IN VIOLATION OF

1 SECTION 38-12-212.5 (4.5). If the division determines that a landlord has
2 retaliated against a home owner OR RESIDENT OR VIOLATED SECTION
3 38-12-212.5 (4.5), the division may impose a fine of up to ten thousand
4 dollars on the landlord.

5 (15) IF A COMPLAINT ALLEGES A VIOLATION THAT IS OF A GENERAL
6 NATURE AFFECTING MULTIPLE HOME OWNERS OR RESIDENTS, INCLUDING
7 BUT NOT LIMITED TO A COMPLAINT ALLEGING THAT A LANDLORD'S RULES
8 OR RULE ENFORCEMENT PRACTICES VIOLATE THE ACT OR THIS PART 11,
9 AND THE DIVISION CAN ADEQUATELY INVESTIGATE THE COMPLAINT
10 WITHOUT REVEALING THE COMPLAINANT'S IDENTITY, THE DIVISION SHALL
11 NOT DISCLOSE THE COMPLAINANT'S IDENTITY EXCEPT PURSUANT TO A
12 COURT ORDER. A PERSON SHALL NOT OBTAIN ACCESS TO THE RECORD
13 THROUGH SUBPOENA, DISCOVERY, OR UNDER ANY STATUTORY
14 AUTHORITY. THIS SUBSECTION (15) DOES NOT PROHIBIT THE DIVISION
15 FROM REQUIRING OR KNOWING THE IDENTITY OF A COMPLAINANT.

16 **SECTION 23.** In Colorado Revised Statutes, 38-12-1106, **amend**
17 (2)(d), (2)(e), (7)(d), and (8); and **add** (7)(f) and (7)(g) as follows:

18 **38-12-1106. Registration of mobile home parks - process - fees.**

19 (2) The division shall send registration notifications and information
20 packets to all known landlords of unregistered mobile home parks. These
21 information packets must include:

22 (d) Registration assessment information, including registration
23 due dates and late fees, and the collections procedures, liens, and
24 charging costs to home owners OR RESIDENTS; and

25 (e) A description of the protections afforded home owners AND
26 RESIDENTS under section 38-12-1105 (13).

27 (7) The registration forms provided by the division must require

1 information necessary to assist the division in identifying and locating a
2 mobile home park and other information that may be useful to the state
3 including, at a minimum:

4 (d) The number of mobile homes within the mobile home park;
5 **and**

6 (f) THE DATE AND AMOUNT OF THE MOST RECENT RENT INCREASE
7 FOR EACH MOBILE HOME LOT AND EACH MOBILE HOME IN THE PARK; AND

8 (g) ZONING INFORMATION FOR THE PARK.

9 (8) ~~For the 2020 calendar year, the division shall charge each~~
10 ~~landlord a twenty-four dollar registration fee for each mobile home~~
11 ~~independently owned on rented land within the landlord's mobile home~~
12 ~~park. Each year thereafter, The division shall establish by rule a fee that~~
13 ~~each landlord shall pay to the division as an annual registration fee for~~
14 ~~each mobile home independently owned on rented land within the~~
15 ~~landlord's mobile home park. A landlord may charge a home owner not~~
16 ~~more than half of the fee.~~ The registration fee for each mobile home must
17 be deposited into the fund. The division shall review the annual
18 registration fee and, if necessary, adjust the annual registration fee
19 through rule-making to ensure it continues to reasonably relate to the cost
20 of administering the program.

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