



# **Handbook for Manufactured Home Park Residents**

## NOTES

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This handbook was created to provide residents with general information about federal and state laws, and Thornton ordinances that may impact living in a manufactured home park in the city of Thornton. For purposes of this handbook, “manufactured home” and “mobile home,” and “manufactured home park” and “mobile home park,” are generally interchangeable.

This handbook does not interpret or include the entirety of those regulations. **All information in this handbook is subject to change at any time if laws change or new court decisions are made that impact manufactured home parks. This handbook is not intended as a substitute for seeking advice from an attorney or other qualified professional.** Residents looking for assistance with specific issues should contact the agencies listed in the Resources section at the end of this handbook.

**Notice of Homeowner and Resident Rights (2024)** - A copy of this notice is available at [doh.colorado.gov/rights-notice-residents](https://doh.colorado.gov/rights-notice-residents).

**Colorado Division of Housing:**

Phone: 1-833-924-1147 | Email: [MHPop@state.co.us](mailto:MHPop@state.co.us)

## **HOMEOWNERS AND RESIDENTS RIGHTS**

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This notice summarizes mobile home park resident and homeowner rights and responsibilities under the Mobile Home Park Act (C.R.S. §§ 38-12-200.1 to -222), Dispute Resolution and Enforcement Program (C.R.S. §§ 38-12-1101 to -1110), and related rules (8 CCR 1302-15). You can learn more by contacting the Division of Housing’s Mobile Home Park Oversight Program (MHPop).

Landlords must post and maintain all pages of this notice in a clearly visible and accessible location in every common area; give a copy to homeowners annually, with new leases, and after changes in park ownership; and provide this notice in an accessible format for residents with disabilities upon request.

## **ALL RESIDENTS HAVE THE RIGHT TO**

- Park premises that are safe, clean, and accessible to people with disabilities.
- Only one rent increase every 12 months, and only if the landlord is in compliance with MHPOP and water quality remediation plans issued on or after July 1, 2024. Landlords must provide at least 60 days' written notice of any rent increase and are limited to one increase every 12 months regardless of the length of the tenancy, whether fixed, indefinite or month -to-month.
- A maximum late rent fee of \$50 or 5% of the rent past due, whichever is greater. Homeowners have 10 days and renters have 7 days to make a late rent payment before the landlord can charge a late fee.
- 48+ hours' notice if water service will be disrupted for more than 2 hours for planned maintenance, and reasonable notice of water service disruptions for emergencies. If a service disruption that lasts 12+ hours, the landlord must provide residents an alternative source of drinking water and portable toilets.
- 24 hours' notice of water line leaks in the park (if management learns of the leak). The management shall not bill residents for park water line leaks.
- Protection from unreasonable park rules, and unreasonable or discriminatory rule enforcement.
- 48+ hours' notice before the management enters your lot (including the date and approximate time of entry), except in cases of emergency or when management is posting legally required notices.
- Protection from retaliation by the landlord when you exercise your legal rights, including making a complaint to the Division. A landlord may be fined up to \$10,000 for retaliating against a resident.
- Request a meeting with the landlord. If requested, the landlord must schedule, advertise, and attend a free, public, accessible meeting for residents within 30 days (up to two times per year).

## **HOMEOWNERS ALSO HAVE THE RIGHT TO**

- A written lease that includes all charges and fees. Homeowners may but are never required to sign a new lease after their initial lease term ends. The default lease term is month-to-month, but you may ask the landlord in writing for a lease term of one year or more.
- A security deposit plus a pet deposit may not exceed one month's rent.
- 60+ days' written notice of any rent increase or changes to the park rules and regulations.
- Meet with other homeowners in common areas of the park to discuss park matters (if properly reserved), and to start a homeowners' association.
- Sell your home and put up a For Sale sign on/in your mobile home.

# HOMEOWNERS AND RESIDENTS RIGHTS CON'T

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- 120+ days written notice before the landlord sells or transfers the park (unless the sale/transfer is to a closely related family member or business). A group or association of homeowners has the right to submit an offer to buy the park at any time, and have the landlord consider the offer in good faith.
- 12+ months written notice before the landlord closes part or all of the park. If the closure will displace your home, you can give the landlord a written demand for relocation costs or other compensation.
- 30 - 60 days to sell or move your home after an eviction judgment by a court (Judgment for Possession), depending on whether you prepay rent after the first 30 days.

## ALL RESIDENTS HAVE THE FOLLOWING RESPONSIBILITIES

- Follow all local ordinances and state laws related to mobile homes and mobile home lots.
- Ensure that your conduct, the conduct of anyone you lease your home to, and the conduct of any of your guests, on the park premises, does not:
  - » Unreasonably endanger the life of the landlord or anyone else in the park;
  - » Amount to willful property damage or destruction; or
  - » Materially harm or threaten real or personal property or the health, safety, or welfare of individuals or animals, including pets.
- Pay your rent on time and in the amount stated in your rental agreement and any timely, written notices of rent increases.
- Follow all reasonable, written park rules and regulations.
- Keep your lot clean and do routine lawn or yard maintenance (except major landscaping projects). Note that the landlord is responsible for tree maintenance.
- If you lease your home or have long-term guests, ensure that the leasee or guests follows the landlord's rules.
- Notify your landlord if you intend to sell your home (as required by your lease or park rules) and tell any prospective home buyers that they must apply and be approved for tenancy by the landlord before they can live in the park.

## EVICTION OF HOMEOWNERS

A landlord can only end a homeowner's tenancy for specific reasons listed in the Mobile Home Park Act. For example, a landlord cannot end a homeowner's tenancy for any violation of park rules; only for violations of park rules that are necessary to prevent material damage to property or the health or safety of individuals. In addition, homeowners have 90 days after receiving a lease termination notice (Notice to Cure or Quit) to fix violations of park rules, local ordinances, or state laws relating to mobile homes or mobile home lots.

However, if you receive a Summons and Complaint telling you to file an answer or appear in court, you should respond or appear; if you do not, you will lose the eviction case by default.

## FILE A COMPLAINT

Mobile homeowners and landlords may file complaints with the Division for violations of the Act or Program. Starting on July 1, 2024, residents renting a mobile home in a mobile home park, local governments, and nonprofits may also file complaints. The Division will investigate the alleged violation(s) and all parties must cooperate with the investigation. If the parties cannot reach an agreement, the Division may impose penalties or require parties to take action to resolve violations.

To make a complaint, use the online complaint form or contact the Program to ask for a paper form by mail ([MHPOP@state.co.us](mailto:MHPOP@state.co.us) or 1-833-924-1147).

## MANUFACTURED HOME PARKS IN THORNTON

There are six manufactured home parks located within the city of Thornton.

Park Name and City Ward	Address	Number of Manufactured Home Spaces	Year Established
Friendly Village of the Rockies (1)	2100 W. 100th Ave.	524	1976
The Grove at Alta Ridge (1)	1201 W. Thornton Pkwy.	408	1976
Pine Lakes Ranch (2)	10201 Riverdale Rd. & 4210 and 4211 E. 100th Ave.	766	1973
Redwood Estates (1)	9595 Pecos St.	754	1969
Thornton Mobile Estates (2)	3600 E. 88th Ave.	208	1957
Woodland Hills (1)	1500 W. Thornton Pkwy.	434	1970

Source: City of Thornton Policy Planning Division - Manufactured Home Community Survey

# LAWS ON HOMEOWNER & RESIDENT RIGHTS AND RESPONSIBILITIES

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Parks are regulated by the state laws regarding manufactured home parks and rental housing, federal anti-discrimination laws, and the Thornton City Code. Manufactured home park owners, management, homeowners and residents are expected to follow these regulations.

## COLORADO MOBILE HOME PARK ACT

Article 12 of Title 38 of the Colorado Revised Statutes, which includes the Colorado Mobile Home Park Act, protects tenants that are paying rent and abiding by the rules, codes, and laws. These laws apply to anybody who rents housing or manufactured home spaces. The section of these state laws that only relates to manufactured home parks is called the Colorado Mobile Home Park Act ("Park Act") and can be found at C.R.S. 38-12-200.1 through 224.

## LEASE OR RENTAL AGREEMENT

According to the Park Act, a written lease or rental agreement is required before someone can begin renting a space in a manufactured home park. A rental agreement or lease is an agreement between the management and tenant or homeowner and is signed by both parties (see Definitions). This rental agreement allows the tenant or homeowner to use the landlord's property for a defined period of time in exchange for rent. The agreement includes the terms and conditions of renting and living in the park. See Section 38-12-202 of the Park Act.

The management must "adequately disclose the terms and conditions of a tenancy in writing in a rental agreement in English, or upon request in both English and Spanish, to any prospective homeowner before the rental or occupancy of a mobile home space or lot," according to Section 38-12-213 of the Park Act. Specifically, the disclosure must include the following:

- The lease term and the amount of rent;
- The day rental payment is due and payable;
- The day when unpaid rent shall be considered in default for the purpose of establishing a late fee, which day may not be less than 10 calendar days after the day rent is due and payable;
- The rules and regulations of the park then in effect;
- The name and mailing address where a manager's decision can be appealed; and
- All charges to the homeowner other than rent, including late fees.

A rental agreement may not include any provision that:

- Requires a homeowner to waive any rights under the Park Act or the Colorado Mobile Home Park Dispute Resolution and Enforcement Program (C.R.S. 38-12-1101 through 38-12-1110);
- Requires a homeowner to agree to a possessory lien;

- Requires a homeowner to waive the opportunity to purchase the park allowed under C.R.S. 38-12-217;
- Binds a homeowner to arbitration in lieu of a civil trial; or
- Authorizes a third person to confess judgment on a claim that arises from the rental agreement, the Park Act, or Colorado Mobile Home Park Dispute Resolution and Enforcement Program.

Upon written request by the homeowner to the landlord, the landlord "shall allow a rental agreement for a fixed tenancy of not less than one year if the homeowner is current on all rent payments and is not in violation of the terms of the then-current rental agreement; except that an initial rental agreement for a fixed tenancy may be for less than one year in order to ensure conformity with a standard anniversary date. A landlord shall not evict or otherwise penalize a homeowner for requesting a rental agreement for a fixed period." C.R.S. 38-12-213.

## **RENT INCREASES**

The Park Act (Section 38-12-204) states that the landowner or park management must provide the tenant with a written notice 60 days before any rent increases and may increase rent only once in a 12-month period of consecutive occupancy. The written notice will include: A notice must be compliant with the newly enacted "language access" section of the MHPA (CRS 38-12-212.9). This means that the notice of rent increase must be provided in English and Spanish, or else in any third language that is requested by resident.

- The amount of the rent increase;
- The date the tenant must start paying the new rent amount;
- The name, address and telephone number of the park's representative, or its chief executive officer. This information is provided so the renter can ask questions or discuss the rent adjustment with the persons responsible for the change.

## **SECURITY DEPOSIT**

Section 38-12-207 of the Park Act states that the owner or manager of a park may charge a security deposit of not greater than the amount of one month's rent. A security deposit is money given prior to renting a home or space that is held to ensure the renter follows the conditions in the rental agreement (see Definitions). Violations of the conditions in the rental agreement may be cause to allow the landlord to keep the security deposit. Rental agreement violations may include, but are not limited to, non-payment of rent; abandonment of the space or home; non-payment of utility charges; repair work necessary due to negligence, carelessness, accident, or abuse of the space, home or common property; or cleaning of the property.

# LAWS ON HOMEOWNER & RESIDENT RIGHTS AND RESPONSIBILITIES CON'T

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According to C.R.S. 38-12-103, "A landlord shall, within one month after the termination of a lease or surrender and acceptance of the premises, whichever occurs last, return to the tenant the full security deposit deposited with the landlord by the tenant, unless the lease agreement specifies a longer period of time, but not to exceed sixty days." A security deposit may not be retained to cover normal wear and tear. A landlord is allowed to retain the security deposit for nonpayment of rent, abandonment of the premises, or nonpayment of utility charges, repair work, or cleaning contracted for by the tenant. To retain any portion of the security deposit, the landlord must provide the tenant with a written statement listing the exact reasons for the retention of any portion of the security deposit. The landlord must provide this written statement to retain any portion of the security deposit.

## LEASE OR RENTAL AGREEMENT TERMINATION

The term of a rental agreement is stated on the rental agreement and is set and agreed upon by the landlord and the tenant. The landlord and tenant can renew a rental agreement at the end of the term, or the tenant can voluntarily move from the park at the end of the lease term.

The landlord can end a rental agreement and evict a tenant from the space before the expiration date only if there is a cause, i.e. if there's a statutory ground for termination identified in Section 38-12-203 of the Park Act exist. Generally speaking, these situations include:

- Tenant does not pay the rent;
- Tenant or guests violate the manufactured home park rules or regulations;
- Tenant or guests engage in activity in the park that threatens or harms life or property;
- Tenant makes false statements on a rental application;
- Tenant or guests do not follow or comply with local laws; or
- If the manufactured home park is condemned or closed.

The Park Act, Section 38-12-205, states that the landlord cannot terminate a rental agreement just to make space for a different tenant. The landlord must provide written notice (generally, 90 days) to terminate a tenancy. C.R.S. 38-12-202.

## NONPAYMENT OF RENT

According to the Park Act, Section 38-12-204.3, "to terminate a homeowner's tenancy due to nonpayment of rent, the landlord or management of a mobile home park must serve to a homeowner a notice of nonpayment of rent. The notice must be in writing and must require that the homeowner either make payment of rent or sell the owner's unit or remove it from the premises within a period of not less than ten days after the date the notice

is served or posted, for failure to pay rent when due. After this period, the landowner can, pursuant to C.R.S. 38-12-202.5, start what is legally called a "forcible entry and detainer" action, commonly known as an eviction, against a tenant through a court process.

According to 38-12-204.3, if the judge rules in favor of the landlord of the manufactured home park, the homeowner will have at least 30 days from the time of the ruling to remove the manufactured home and/ or vacate the space, and may have as many as 60 days if they are able to pay a pro-rated portion of rent. In the case of non-payment of rent, the homeowner may request to have more than 30 days, but not more than 60 days from the date of the ruling.

If an extension of time is granted, the homeowner must prepay an amount equal to any total amount declared by the court to be due to the landlord, as well as a pro rata share of rent for each day beyond the court's ruling that the resident will remain on the premises. All pre-payments must be paid to the landlord no later than 30 days after the court ruling.

## **WHAT IF THE HOME IS IN FORECLOSURE?**

Persons struggling with not being able to make regular mortgage payments, or renting and living in a home that may be in the foreclosure process, can contact the Colorado Foreclosure Hotline. This hotline was established by the Colorado Division of Housing to operate as a central point of contact for homeowners in danger of foreclosure and renters who are caught in a foreclosure situation. Residents that contact the hotline are referred to local agencies that have professionally trained housing counselors who will gather information about their situation and provide advice. Both the hotline and the time talking to a housing counselor are free. The Colorado Foreclosure Hotline number is 1-877-601-HOPE (4673).

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## **PARK MAINTENANCE AND REPAIR**

Maintenance is the regular care of items to keep them in good condition. Repairs are made to fix something that is broken. For some things, the resident is responsible for the maintenance and/or repairs, and the maintenance or repair of other items are the responsibility of the park owner.

- If you are unable to repair what is broken in your home, you may be eligible for the City of Thornton's Help for Homes Program. This program is able to assist low-income Thornton homeowners with minor, non-emergency home repairs. Eligible repairs include accessibility modifications, plumbing repairs, electrical repairs, energy efficiency upgrades, fixing exterior code violations, hazardous tree removal, and more. Contact Community Connections at 720-977-5800 or [Housing@ThorntonCO.gov](mailto:Housing@ThorntonCO.gov) to see if you are eligible.

# PARK MAINTENANCE AND REPAIR CON'T

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## PARK OWNER RESPONSIBILITIES

According to the Park Act Section 38-12-212.3, the maintenance and repair responsibilities of the park owner include:

- Sewer lines, utility service lines, or related connections owned and provided by the park owner to the utility pedestal at the manufactured home space in the park;
- Accessory buildings or structures owned by the park owner and provided for the use of the residents; and
- The park common property, which is defined in Section 38-12-201.5 of the Park Act to include the existing facilities, such as a club house or swimming pool, the items within these facilities, and the grounds. The grounds include the landscaping, sidewalks, and streets within the park property. The landowner or its agents are therefore responsible for maintaining, repairing and removing snow and ice from the roads or sidewalks on the park property.
- "The landlord is responsible for and shall pay the cost of providing alternative sources of potable water reasonably sufficient for drinking and cooking no later than twelve hours after a service disruption begins, and reasonably sufficient for bathing and all other essential hygiene for all members of the household no later than seventy-two hours after a service disruption begins, and for maintaining portable toilets that are located reasonably near affected mobile homes in a manner that renders them accessible to people with disabilities, no later than twelve hours after the service disruption begins, unless conditions beyond the landlord's control reasonably prevent compliance"
- The Park Act Section 38-12-212.3 states that "any landlord that fails to maintain" the items above "shall be responsible for and pay the cost of repairing any damage to a mobile home or mobile home lot which results from the failure."
- Section 18-282 of the City Code reinforces this responsibility, specifying that the park owner will ensure the clubhouse, swimming pool and recreational vehicle storage area are operational and available to the residents. This section also requires park owners to maintain existing parking areas, driveways, roadways, sidewalks inside the park so there is not an imminent threat to public safety. This responsibility includes removing snow, sleet, ice or other obstructions from sidewalks and legally established accessible parking spaces within 24 hours of the last accumulation of snow.
- Section 74-119 of the City Code reinforces the park owner responsibility for private (park owned) sewer lines and connections and that such lines shall be operated in a sanitary manner at all times. A recent revision to the City Code will require annual preventative maintenance by the park owners to reduce or prevent the number of sewer line back-ups that overflow to public stormwater infrastructure or public water ways.

## **WATER SERVICE REPAIR**

- The Park Act (C.R.S. 38-12-212.3(1)(c)) requires the landlord to give a minimum of 48 hours' notice to residents if water service will be disrupted for more than two hours for planned improvements, maintenance, or repairs. If water service is to be disrupted for any other reason, the landlord must attempt to give a reasonable amount of notice to homeowners "unless conditions are such that providing notice would otherwise result in property damage, health or safety concerns or when conditions require emergency repair." Emergency repairs are those needed very quickly to protect lives or property from serious harm. In these cases, residents may be notified by the management or companies that can assist with the emergency, such as the fire department, health department, or utility company. If the resident notices an emergency situation, he/she should contact the appropriate person, company, or agency for help.
- Section 74-119(g) of the City Code requires the owner/operator of a privately owned "Public Water System" under 5 CCR 1002-11 to provide to the city copies of all drinking water quality testing and reports required by state law at the same time such testing and reports are provided to the state.

## **RESIDENT RESPONSIBILITIES**

The Park Act Section 38-12-214 requires the park management to adopt written rules and regulations concerning the use and occupancy of the manufactured park premises and provide them to the residents. To be enforceable, rules and regulations must promote the, safety, or welfare of the homeowners, protect and preserve the premises from abusive use, or make a fair distribution of services" for the residents ; be reasonably related to a legitimate purpose; be sufficiently clear; and not be arbitrary, capricious, retaliatory, or discriminatory in nature. Subject to certain exceptions provided in C.R.S. 38-12-214, a rule or regulation cannot require a homeowner to incur a cost or impose restrictions or requirements on the homeowner's right to control what happens in or to the mobile home or any accessory building or structure. The management must provide a written copy of adopted rules and regulations in English and Spanish to residents and homeowners.

Under 214 Legislation has also modified when rules are enforced: "Such rules and regulations are enforceable against a resident or homeowner only if:

- Their purpose is to promote the safety or welfare of the homeowners, protect and preserve the premises from abuse, or make a fair distribution of services and facilities held out for the homeowners generally.
- They are reasonably related to a legitimate purpose, for which they are adopted;
- They are not arbitrary, capricious, unreasonable, retaliatory, or discriminatory in nature;

## RESIDENT RESPONSIBILITIES CON'T

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- They are sufficiently explicit in probation, direction, or limitation of each homeowner's conduct to fairly inform each homeowner of what the homeowner must do or not do to comply;
- They are established in the rental agreement at the inception of the tenancy, amended subsequently with the written consent of the homeowner, or, except as described in subsection(2) of this section, amended subsequently without the written consent of the homeowner after management has provided written notice, in both English and Spanish, of the amendments to the homeowner in a common area and in a conspicuous place on each homeowner's mobile home lot at least sixty days before the amendments become effective, and, if applicable, enforced in compliance with subsections (3) of this section."
- Residents in manufactured home parks must also comply with the City Code provisions that relate to junk, litter and storage, manufactured home space numbers, skirting on the home, general home site maintenance and graffiti on manufactured homes and vehicles. The City of Thornton has developed a Manufactured Home Park flyer to help manufactured home residents understand what City Codes apply to them. Residents can request a free copy of the flyer by calling Community Connections at 720-977-5800 or emailing [Connections@ThorntonCO.gov](mailto:Connections@ThorntonCO.gov). Code officers regularly make inspections throughout all Thornton neighborhoods to inspect for violations listed on the flyer. The City of Thornton only enforces City Codes, not manufactured home park rules or regulations.

## FEDERAL & STATE ANTI-DISCRIMINATION LAWS

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The U.S. Fair Housing Act states that it is illegal to discriminate against any person because of their race, color, religion, sex, handicap, familial status, military or veteran status and source of income. (children under the age of 18 living with parents or legal custodians, pregnant women, and people gaining custody of children under the age of 18), or national origin for the following activities:

- Sale or rental of housing or residential manufactured home spaces;
- Advertising the sale or rental of housing;
- Financing of housing (including mortgage loans);
- Provision of real estate brokerage services; or
- Appraisal of housing.
- Also, Colorado law, Title 24, Article 34, Part 5, states that it is illegal to "discriminate against any person because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, familial status, veteran or military status, religion, national origin, or ancestry in the terms, conditions, or privileges pertaining to any housing or the lease or transfer, sale, rental, or lease thereof...." Therefore, a landlord cannot refuse to rent a home or space because

of these characteristics, nor can he/she negotiate different terms, conditions or privileges for someone based on him/her having any of the characteristics mentioned. However, certain properties may refuse families with children if those properties have received an exemption under the U.S. Department of Housing and Urban Development Housing for Older Persons Act of 1995 (HOPA) and continues to meet the federal and state standards. Thornton Mobile Estates is the only manufactured home park in Thornton that has received a HOPA exemption.

- Also, the Fair Housing Act protects the rights of people with disabilities to live in and fully use a home, whether the person rents or owns the home. To fully use a home, a person with a disability might need to make modifications to the home to allow him/her to perform daily tasks; be safe in their home; or leave a home or property during an emergency. Persons with disabilities must be allowed to make reasonable modifications to a home or land at their own expense, if that modification is necessary to give the person with a disability "full enjoyment of the premises."
- Persons with a disability who need to make modifications to a home, or those who believe they have been discriminated against, should contact the Colorado Civil Rights Division at 303-894-2997 or 1-800-262-4845. This state agency can explain what constitutes a reasonable request; guide one through the process to request an accommodation; and will investigate any actions that may be an unfair practice in housing.

## **WHAT CAN I DO IF THESE RIGHTS ARE BEING VIOLATED?**

Complaints alleging a violation of the Park Act or the Colorado Mobile Home Park Dispute Resolution and Enforcement Program may be filed with the Division of Housing. The Division will investigate the alleged violation with required cooperation from both the landlord and the tenant. If the Division cannot mediate an agreement between the two parties, the Division will decide whether a violation occurred and may impose monetary penalties or require parties to take action. Either party may appeal the Division's decision.

Information about filing a complaint and the form to file a complaint are available on the Colorado Division of Housing's website at [doh.colorado.gov/file-a-complaint](http://doh.colorado.gov/file-a-complaint), call 1-833-924-1147 or email [MHPop@state.co.us](mailto:MHPop@state.co.us). You may also contact Thornton Community Connections at [Connections@ThorntonCO.gov](mailto:Connections@ThorntonCO.gov) or 720-977-5800.

### **The Division CAN investigate allegations that a landlord or former landlord:**

- Charged fees that a homeowner did not agree to in writing
- Charged fees for services that were not actually performed
- Charged fees not included in the lease or rental agreement
- Increased rent more than once in a 12-month period
- Did not provide at least 60 days' advance written notice of a rent increase
- Is missing information on the water bill or is charging improperly for water

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- Did not maintain water lines, sewer lines or utility lines that the landlord owns
- Did not maintain park premises or common areas, including trees
- Did not maintain roads or other pavement, including by snow plowing
- Did not maintain grading of the lots
- Did not have a lawful reason to terminate (end) a homeowner's tenancy
- Misled homeowner about signing a new lease
- Took retaliatory action against a homeowner in response to a homeowner filing a complaint or exercising another legal right
- Did not provide a timely water shutoff notice
- Added or amended rules without providing 60 days' notice
- Did not ensure the park is accessible to you as a person with disabilities
- Did not provide timely and complete notice of the landlord's intent to sell the park
- Did not negotiate in good faith with a group or association of homeowners or their assignee when selling a mobile home park
- Moved forward with a park sale before the homeowners' opportunity to purchase expired

## **The Division CANNOT investigate allegations about:**

- Campers, motor homes and recreational vehicles (RVs)
- Issues with towing vehicles. The Public Utilities Commission (PUC) is the primary regulator of the towing industry in Colorado. Visit the PUC's website to find more information on their complaint program at [puc.colorado.gov/towing-consumer](http://puc.colorado.gov/towing-consumer).
- Animals running free. For this issue, you can contact the City of Thornton Animal Control at 720-977-5150. or [Animal.Control@ThorntonCO.gov](mailto:Animal.Control@ThorntonCO.gov)
- Neighbor to neighbor disputes
- Criminal activity. Please contact the Thornton Police Department to report suspected criminal activity ([thorntonpd.org/contact-us](http://thorntonpd.org/contact-us))
- Heating and cooling issues due to repairs that need to be made inside a mobile home. If you are renting a mobile home that has health or safety issues not caused by you, you may be able to file a warranty of habitability claim against the owner of the home in court. Find more information about legal assistance by visiting [doh.colorado.gov/legal-and-rent-assistance-resources-for-tenants](http://doh.colorado.gov/legal-and-rent-assistance-resources-for-tenants).
- Frozen pipes on a homeowner's lot that were not wrapped in heat tape.

## **COMMON ISSUES/QUESTIONS**

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### **SALE OF PARK TO A NEW OWNER**

- According to the Park Act section 38-12-217, a park owner must notify homeowners of his or her intent to sell the park within 14 days of taking

actions specified in the Park Act that demonstrate an intent to sell (e.g., listing the park for sale; signing a contract with a real estate broker to list the park for sale). Notice must be in writing, in English and Spanish, and mailed to each homeowner at the homeowner's most recent address. This notice is not required if the transfer happens between certain related family members or business entities.

- The Park Act requires landlords to give residents the opportunity to purchase the park and to negotiate in good faith and consider any offer.
- According to the Division of Housing, "Homeowners are most likely not required to sign a new lease even if a new owner purchases the mobile home park they live in. However, occupants or residents renting a mobile home from a homeowner may be required to sign a lease if the mobile home park they live in is purchased by a new owner." The Division of Housing further notes, "After the sale of the [mobile home park], the existing lease agreements remain in effect, as do the park rules and regulations unless changed pursuant to statute. The new ownership should not be able to require the tenants to sign a new lease agreement." For additional information on park sales, please visit [doh.colorado.gov/my-park-is-for-sale](http://doh.colorado.gov/my-park-is-for-sale).

## CHANGE OF USE

Pursuant to Section 38-12-217 of the Park Act, to change the use of part or all of a mobile home park to another use like apartments, houses, commercial office space, retail space, the landlord must take the following actions at least 12 months before the change of use occurs:

- Mail a written notice, in English and Spanish, by certified mail to each homeowner and other parties;
- Post the notice in a conspicuous place on the mobile home or at the main point of entry to the lot;
- Post the notice in a clearly visible location in common areas of the park; and
- Keep the notice publicly posted for at least 120 days. See C.R.S. 38-12-217(1)(b) and (2)
- Section 38-12-203.5 of the Park Act requires landlords to compensate homeowners who are impacted by a change of using. Homeowners can either demand the landlord purchase their mobile homes or pay for relocation costs.
- Section 38-12-203 of the Park Act provides that "[i]f a landlord wants to change the use of a mobile home park, and the change of use has been approved by the local or state authority or does not require approval, and the change of use would result in the eviction of inhabited mobile homes, the landlord shall give the owner of each mobile home that is subject to the eviction a written notice of the landlord's intent to evict not less than twelve months before the change of use of the land, which notice must be mailed to each homeowner."
- For more information from the Division of Housing on changes of use, please visit [doh.colorado.gov/change-of-use-for-residents](http://doh.colorado.gov/change-of-use-for-residents).

# COMMON ISSUES/QUESTIONS CON'T

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- In addition to the requirements of the Park Act to change the use of a mobile home park, the City must approve changing the zoning for the property. This process can take many months and requires approval by City Council. Before Thornton City Council will consider a zoning change, the city requires the park owner to notify the public of this potential change and hold a neighborhood meeting at least two weeks before the public hearing at the City Council meeting. Residents in the manufactured home park, as well as neighborhoods surrounding the park, will have the opportunity to comment on the proposed zoning change at the neighborhood meeting. People may also attend the public hearing to listen or state their opinion.
- If an age-restricted park is sold, the new park owner is not required to keep the age restriction. The owner can choose to rent manufactured home spaces or homes to all ages. However, the new park owner cannot evict any current resident or require that the resident move after their lease is up to accommodate individuals under the age of 55.

## WHAT IF I WANT TO MOVE MY MANUFACTURED HOME?

Moving a manufactured home from one state to another state or from one city to another city requires permission from the authorities that have jurisdiction in the area. The homeowner is responsible to obtain the permission or permits needed for transporting and setting up the home.

## TRANSPORTING THE HOME

Depending on the weight, size, height, width, or length of the manufactured home being moved into, out of, or within Thornton, a special traffic control permit may be needed. To find out about traffic control permits, contact the City of Thornton Traffic Engineering & Operations Division at 720-977-6490. To obtain a traffic control permit online, visit [permits.thorntonco.gov](http://permits.thorntonco.gov).

The manufactured homeowner is responsible for any damages to the streets, sidewalks, or other public areas or structures within the city that may be caused when moving the manufactured housing structure.

## SET UP OF A NEW HOME IN THORNTON

All new manufactured housing structures must be certified as meeting the Mobile Home Construction and Safety Standards of the U.S. Department of Housing and Urban Development and must be inspected by a city building official and found to be in good condition before the structure enters the city. In the city of Thornton, the manufactured homeowner or other authorized person should contact the Thornton Building Inspection Division to make an appointment for an inspection and discuss the set-up of a manufactured home. Contact information for Building Inspection Division is in the Resources section of this booklet.

## LANGUAGE ACCESS ACCOMMODATIONS

Under CRS 38-12-212.9, mobile home park residents with limited English

proficiency are entitled to language access accommodations. Legally required correspondences should be provided in English and Spanish, as well as in a third language upon the request of a resident. Notices should be written in clear and plain language. In required meetings between residents and the landlord, an interpreter can also be requested.

## **RENT-TO-OWN OR LEASE-TO-OWN CONTRACTS:**

Under the new Part 14 of the Mobile Home Park Act, residents who are living under a “rent-to-own” agreement are entitled to certain rights, including transparency in the terms of those agreements, as well as a reasonable refund of their equity if the agreement terminates prematurely.

## **DEFINITIONS**

The following terms are referenced throughout this handbook and are based on definitions from the Colorado Mobile Home Park Act, Colorado Revised Statutes (C.R.S.) 38-12-200.1 et seq., and the Thornton City Code (“City Code”). State laws, rules and policies pertaining to mobile home parks are available at [doh.colorado.gov/laws](http://doh.colorado.gov/laws).

**“Common Area”** is defined in the City Code Section 18-901 as land and buildings within a residential area, such as a manufactured home park, which is developed for the use and enjoyment of all residents of the area/park, versus land or buildings designated for individual, private use.

Common areas include clubhouses, swimming pools, parks, roads, and other features of the park that are designed to be used by all the residents.

**“Homeowner”** means any person or family owning a manufactured home that is occupying a space in a manufactured home park under a rental agreement. Also includes a resident who is under a rent-to-own contract pursuant to part 14 of this article 12 that has not been terminated.

**“Landlord”** is the property owner. In a manufactured home park this is usually the person or company that owns the land throughout the park and its agents, such as the park management.

**“Management” or “Manager”** refers to the person or company responsible for operating and managing a manufactured home park or an agent, employee, or representative authorized to act on the owner’s behalf in connection with matters relating to tenancy in the park. “Manufactured home,” sometimes referred to as a mobile home, is a single-family home that is defined in Section 18-901 of the City Code as a factory-assembled structure without permanent foundations and designed to be transported on its own wheels, arriving at the site as a complete dwelling unit. Its purpose is for long-term residential occupancy and contains complete electrical, plumbing, and sanitary facilities. This home may be installed without or without a permanent foundation.

**“Manufactured Home Park” or “Park”** is defined in City Code Section 18-901 as “a unified residential development of manufactured homes...on transient stands arranged on a lot under a single ownership.”

# DEFINITIONS

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**“Manufactured” or “Mobile Home”** Park means a parcel of land used for the continuous accommodation of five or more mobile homes for which the management or landlord has a rental agreement with a tenant for a mobile home or lot or is receiving rent payments for a mobile home or lot from tenant or a third party. “Mobile home park” does not include mobile home subdivisions or property zoned for manufactured home subdivisions. For purpose of this definition, the parcel of land comprising the mobile home park does not need to be contiguous but must be in the same neighborhood as determined by the division. The sewer, water, streets, and other infrastructure connections are provided on this site by the manufactured home park.

**“Rent”** is any money or other consideration to be paid to the owner or management for the right of use, possession and occupation of the premises.

**“Rental Agreement”** is defined in C.R.S. 38-12-201.5 as “an agreement, written or implied by law, between the management and the homeowner establishing the terms and conditions of a tenancy, including reasonable rules and regulations promulgated by the park management. A lease is a rental agreement.”

**“Security Deposit”** is defined in C.R.S. 38-12-102 as “an advance or deposit of money, regardless of its denomination, the primary function of which is to secure the performance of a rental agreement for residential premises or any part of a residential premises.”

**“Tenant”** is the person leasing a space or a home.

**“Tenancy”** is defined in C.R.S. 38-12-201.5 to mean the rights of a (homeowner) to locate, maintain, and occupy a mobile home, including accessory structures for human habitation, on a space with a park; make improvements to the space; and use the services and facilities of the park

## RESOURCES

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These agencies offer services to residents to help them understand their rights as a homeowner or tenant, and/or answer questions about specific situations.

### **City of Thornton Building Inspection Division: 303-538-7250**

9500 Civic Center Dr., Thornton

Website: [ThorntonCO.gov](http://ThorntonCO.gov) | Email: [Buildings@ThorntonCO.gov](mailto:Buildings@ThorntonCO.gov)

Business Hours: 8 a.m. to 5 p.m., Monday through Friday

### **Colorado Civil Rights Division: 303-894-2997**

#### **For hearing impaired call 711**

This agency investigates discrimination related to housing.

1560 Broadway St., Suite #1050, Denver

Website: [ccrd.colorado.gov/discrimination](http://ccrd.colorado.gov/discrimination)

## **Colorado Poverty Law Project: 303-722-0300**

Can only contact and meet remotely.

Website: [copovertylawproject.org](http://copovertylawproject.org)

Website: [disabilitylawco.org](http://disabilitylawco.org)

Email: [contact@copovertylawproject.org](mailto:contact@copovertylawproject.org).

## **Colorado Housing Connects: 1-844-926-6632**

This free hotline can assist homeowners who are at risk of foreclosure.

Website: [chfainfo.com/homeownership/foreclosure-prevention](http://chfainfo.com/homeownership/foreclosure-prevention)

## **Colorado Legal Services (CLS): 303-837-1321**

CLS offers self-help legal information for civil legal matters, a list of legal clinics, and other referral information for low-income residents.

1905 Sherman St., Suite #400, Denver

Website: [coloradolegalservices.org](http://coloradolegalservices.org)

## **Colorado Apartment Association:**

Download Renter's Right and Responsibilities Guide which provides Information on tenants' rights, and what to look for when renting an apartment.

Website: [caahq.org/rights-and-responsibilities](http://caahq.org/rights-and-responsibilities)

## **Colorado Division of Housing: 303-864-7810**

The Division of Housing supports licenses and regulates manufactured homes. This includes registering and certifying manufacturers, dealers, and installation professionals on a statewide basis. The Housing Technology and Standards Section of the Division of Housing (303-864-7836) is the designated state administrative agency for the U.S. Department of Housing and Urban Development (HUD) and will accept comments or complaints concerning HUD manufactured housing located in Colorado.

1313 Sherman St., Room #500, Denver

Website: [doh.colorado.gov/mobile-home-parks](http://doh.colorado.gov/mobile-home-parks)

## **Denver Metro Fair Housing Center: 720-279-4291**

The Denver Metro Fair Housing Center provides information and assistance to individuals who have may have experienced or have questions about housing discrimination. You can speak with one of their housing specialists by calling their main phone number.

3280 N Downing St., Suite B, Denver

Website: [dmfhc.org](http://dmfhc.org)

## **NOLO**

The Nolo Network (a library) has consumer-friendly legal information available for free.

Website: [nolo.com](http://nolo.com)

# RESOURCES CON'T

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## U.S. Department of Housing and Urban Development (HUD) Programs:

- **HUD Housing Counseling Clearinghouse: 1-800-569-4287**

This toll-free 24-hour-a-day automated voice response system provides referrals to housing counseling agencies. The agencies are located throughout Colorado and can provide tips on buying a home, renting a home, default, foreclosures, and credit issues.

Website: [hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm)

- **HUD Office of Manufactured Housing Programs: 1-800-927-2891**

The Manufactured Housing Program is a national program established to protect the health and safety of the owners of manufactured homes through the enforcement of the federal manufactured home construction and safety standards and administration of dispute resolution.

451 Seventh Street, SW, Room 9164, Washington, DC 20410

Website: [hud.gov/program\\_offices/housing/mhs](http://hud.gov/program_offices/housing/mhs)

- **HUD Office of Fair Housing and Equal Opportunity:**

**1-800-877-7353 | 303-672-5440 | 1-800-927-9275 (TTY)**

The Office of Fair Housing and Equal Opportunity investigates housing discrimination issues and concerns. To ask questions about discrimination, contact this office or the Colorado Civil Rights Division. HUD also has a national hotline: 1-800-669-9777.

Denver Office: 1670 Broadway, 25th Floor, Denver, 303-672-5440

Website: [hud.gov/fairhousing](http://hud.gov/fairhousing)

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*Updated November 2024*