

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 580

BY BUSINESS COMMITTEE

AN ACT

RELATING TO MOBILE HOME PARK LANDLORD-TENANT ACT; AMENDING SECTION 55-2007, IDAHO CODE, TO REQUIRE CERTAIN WRITTEN INFORMATION BE PROVIDED TO THE TENANT PRIOR TO THE EXECUTION OF A RENTAL AGREEMENT, TO REVISE THE LIST OF INFORMATION TO BE SO PROVIDED AND TO MAKE TECHNICAL CORRECTIONS.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 55-2007, Idaho Code, be, and the same is hereby amended to read as follows:

55-2007. REQUIRED PROVISIONS AND EXCLUSIONS -- DISCLOSURES. (1) Any rental agreement executed between the landlord and tenant shall contain:

(a) The terms for the payment of rent, including the time and place for payment, and a description of any additional charges to be paid to the landlord by the tenant. Additional charges that occur less frequently than monthly shall be itemized in a billing to the tenant;

(b) A description of the utilities and services which are included in the monthly rent;

(c) The rules of the park;

(d) The names and addresses of the manager of the mobile home park and the owner of the mobile home park or a person who resides in the state where the mobile home park is located who is authorized to act as agent for the owner; and

(e) The terms and conditions under which any deposit or portion thereof may be withheld by the landlord upon termination of the rental agreement if any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a rental agreement.

(2) Any rental agreement executed between the landlord and tenant shall not contain:

(a) Any provision by which the tenant agrees to waive or forego rights or remedies under this chapter; ~~or~~

(b) Any provision allowing the landlord to charge an "entrance fee" or an "exit fee." The expense of repairs or maintenance required by the landlord as a condition of the landlord's approval of a rental application shall not constitute an "entrance fee" or "exit fee" as those terms are used herein; or

(c) Any provision which unreasonably restricts access to the mobile home park by invitees of the tenant.

(3) The following terms and conditions shall be an implicit part of any rental agreement between the landlord and tenant:

(a) The landlord shall provide a base upon which the mobile home is to be located, prepared in accordance with the provisions of section 44-2201, Idaho Code.

1 (b) The landlord shall, prior to removal of the wheels and axles,
2 approve the positioning of the mobile home upon the mobile home lot.

3 (c) The landlord shall not permit any portion of the mobile home,
4 including the tongue, to extend into a roadway.

5 (d) The landlord shall maintain street lights, entry lights and common
6 area lighting, if any, in good working condition.

7 (e) The landlord shall have the right of entry upon the mobile home lot
8 for maintenance of utilities, protection of the mobile home park and
9 periodic inspection of the premises, but shall not, except in the case
10 of emergency or suspected abandonment by the tenant, otherwise have the
11 right of entry to such lot without the consent of the tenant.

12 (f) The landlord shall notify each tenant within fifteen (15) days
13 after a petition has been filed by the landlord for a change in the
14 zoning of the land upon which the mobile home park is situated.

15 (4) ~~Upon request, t~~The landlord shall, prior to the execution of a
16 rental agreement, provide the tenant with a written statement containing the
17 following information:

18 (a) The name, address and telephone number of the owner or manager of
19 the mobile home park.

20 (b) A general description of the types of homes which may be brought
21 into the mobile home park.

22 (c) A general description of the boundaries of the space to be provided.

23 (d) A description of the utilities and services which are included in
24 the rent.

25 (e) A description of other utilities and services which are available
26 within the park.

27 (f) A description of the zoning under which the mobile home park
28 operates, and the governmental entity having zoning jurisdiction.

29 (g) The date and amount of the most recent rent increase.

30 (h) A copy of all current written rules of the park.