

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 133

BY BUSINESS COMMITTEE

AN ACT

1 RELATING TO THE MOBILE HOME PARK LANDLORD-TENANT ACT; AMENDING THE HEADING  
2 FOR CHAPTER 20, TITLE 55, IDAHO CODE, TO PROVIDE FOR THE MANUFACTURED  
3 HOME RESIDENCY ACT; AMENDING SECTION 55-2001, IDAHO CODE, TO REVISE THE  
4 SHORT TITLE; AMENDING SECTION 55-2003, IDAHO CODE, TO DEFINE TERMS AND  
5 TO REVISE DEFINITIONS; AMENDING SECTION 55-2004, IDAHO CODE, TO REVISE  
6 PROVISIONS RELATING TO THE GOVERNANCE OF THE CHAPTER AND TO PROVIDE  
7 CORRECT TERMINOLOGY; AMENDING SECTION 55-2005, IDAHO CODE, TO REVISE  
8 AND TO PROVIDE ADDITIONAL PROVISIONS RELATING TO RENTAL AGREEMENTS AND  
9 TO PROVIDE CORRECT TERMINOLOGY; AMENDING SECTION 55-2006, IDAHO CODE,  
10 TO REVISE AND TO PROVIDE ADDITIONAL PROVISIONS RELATING TO ADJUSTMENTS  
11 TO RENT AND AMENDMENTS TO RENTAL AGREEMENTS, TO SPECIFY THE ACCEPTABLE  
12 METHOD OF NOTICE AND TO PROVIDE CORRECT TERMINOLOGY; AMENDING SECTION  
13 55-2007, IDAHO CODE, TO PROVIDE CORRECT TERMINOLOGY; AMENDING SECTION  
14 55-2008, IDAHO CODE, TO PROVIDE CORRECT TERMINOLOGY AND TO REVISE A  
15 CODE REFERENCE; AMENDING SECTION 55-2009, IDAHO CODE, TO PROVIDE THAT A  
16 LANDLORD MAY ACT AS AGENT FOR THE SELLER ONLY IF THE LANDLORD IS LICENSED  
17 AS REQUIRED BY LAW, TO REQUIRE CERTAIN CHARGES BE PAID AND TO PROVIDE  
18 CORRECT TERMINOLOGY; AMENDING SECTION 55-2009A, IDAHO CODE, TO RE-  
19 VISE PROVISIONS RELATING TO ABANDONMENT AND NOTICE TO A LIENHOLDER AND  
20 TO PROVIDE CORRECT TERMINOLOGY; AMENDING CHAPTER 20, TITLE 55, IDAHO  
21 CODE, BY THE ADDITION OF A NEW SECTION 55-2009B, IDAHO CODE, TO PROVIDE  
22 PROVISIONS RELATING TO SALES TO SATISFY LIENS; AMENDING CHAPTER 20,  
23 TITLE 55, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 55-2009C, IDAHO  
24 CODE, TO PROVIDE PROVISIONS RELATING TO NOTICE OF A CERTAIN SALE; AMEND-  
25 ING CHAPTER 20, TITLE 55, IDAHO CODE, BY THE ADDITION OF A NEW SECTION  
26 55-2009D, IDAHO CODE, TO PROVIDE PROVISIONS RELATING TO THE RELEASE OF  
27 AN OWNER'S INTEREST IN AN ABANDONED HOME; AMENDING CHAPTER 20, TITLE 55,  
28 IDAHO CODE, BY THE ADDITION OF A NEW SECTION 55-2009E, IDAHO CODE, TO  
29 PROVIDE PROVISIONS RELATING TO AN INSPECTION OF AN ABANDONED HOME PRIOR  
30 TO SALE; AMENDING CHAPTER 20, TITLE 55, IDAHO CODE, BY THE ADDITION OF A  
31 NEW SECTION 55-2009F, IDAHO CODE, TO PROVIDE PROVISIONS RELATING TO THE  
32 DISPOSITION OF PROCEEDS OF A LIEN SALE; AMENDING SECTION 55-2010, IDAHO  
33 CODE, TO REVISE AND TO PROVIDE ADDITIONAL PROVISIONS RELATING TO THE  
34 TERMINATION OF A RENTAL AGREEMENT AND TO PROVIDE CORRECT TERMINOLOGY;  
35 AMENDING SECTION 55-2012, IDAHO CODE, TO PROVIDE CORRECT TERMINOLOGY;  
36 AMENDING SECTION 55-2013, IDAHO CODE, TO REMOVE PROVISIONS RELATING  
37 TO THE APPLICATION OF CERTAIN CODE SECTIONS, TO PROVIDE CORRECT TERMI-  
38 NOLOGY AND TO MAKE A TECHNICAL CORRECTION; AMENDING SECTION 55-2013A,  
39 IDAHO CODE, TO REVISE AND TO PROVIDE ADDITIONAL PROVISIONS RELATING TO  
40 COMMUNITY RESIDENT ASSOCIATIONS AND TO PROVIDE CORRECT TERMINOLOGY;  
41 AMENDING SECTION 55-2014, IDAHO CODE, TO PROVIDE THAT THE LANDLORD IS  
42 NOT LIABLE FOR CERTAIN MAINTENANCE CONDITIONS, TO PROVIDE CORRECT TER-  
43 MINOLOGY AND TO MAKE A TECHNICAL CORRECTION; AMENDING SECTION 55-2015,  
44 IDAHO CODE, TO PROVIDE CORRECT TERMINOLOGY AND TO MAKE TECHNICAL COR-  
45

1 RECTIONS; AMENDING SECTION 55-2016, IDAHO CODE, TO REVISE PROVISIONS  
 2 RELATING TO ARBITRATION, TO PROVIDE FOR MEDIATION AND TO PROVIDE COR-  
 3 RECT TERMINOLOGY; AMENDING SECTION 55-2019, IDAHO CODE, TO PROVIDE  
 4 CORRECT TERMINOLOGY; AND AMENDING CHAPTER 20, TITLE 55, IDAHO CODE, BY  
 5 THE ADDITION OF A NEW SECTION 55-2020, IDAHO CODE, TO SPECIFY THE AC-  
 6 CEPTABLE METHOD FOR SERVICE OF NOTICE.

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

8 SECTION 1. That the Heading for Chapter 20, Title 55, Idaho Code, be,  
 9 and the same is hereby amended to read as follows:

10 CHAPTER 20  
 11 MOBILE MANUFACTURED HOME PARK LANDLORD-TENANT RESIDENCY ACT

12 SECTION 2. That Section 55-2001, Idaho Code, be, and the same is hereby  
 13 amended to read as follows:

14 55-2001. SHORT TITLE. This chapter shall be known as and may be cited  
 15 as the "Mobile Manufactured Home Park Landlord-Tenant Residency Act."

16 SECTION 3. That Section 55-2003, Idaho Code, be, and the same is hereby  
 17 amended to read as follows:

18 55-2003. DEFINITIONS. For purposes of this chapter, unless the provi-  
 19 sions or context otherwise requires, the following definitions shall gov-  
 20 ern:

- 21 (1) "Abandoned home" means a home that:  
 22 (a) Is located in a community on a lot for which no rent has been paid for  
 23 the preceding sixty (60) days; and  
 24 (b) The landlord reasonably believes under all the circumstances, by  
 25 absence, words or actions, that the resident has left the home upon the  
 26 lot with no intention of asserting any further claim to the lot or the  
 27 home; or  
 28 (c) Is unoccupied or uninhabitable because of its total or partial de-  
 29 struction.  
 30 (2) "Community" means any real property that is rented or held out for  
 31 rent to others for the placement of two (2) or more homes for the primary pur-  
 32 pose of production of income.  
 33 (3) "Department" means the Idaho department of transportation.  
 34 (4) "Fees" means financial obligations incidental to a resident's  
 35 tenancy including, but not limited to, charges for late payments, pets, the  
 36 storage of recreational vehicles and the use of community facilities.  
 37 (5) "Home" means a mobile home, a manufactured home or a park model.  
 38 (6) "Landlord" means the owner, lessor, sublessor or operator, or any  
 39 combination thereof, of a mobile home park community and includes the agents  
 40 of the landlord.  
 41 (27) "Mobile home Lot" means a specific area or portion of land in  
 42 a mobile home park community for rent, designated as the location of and  
 43 designed to accommodate one (1) mobile home and its accessory buildings,

1 appurtenances and intended for the exclusive use of as a residence by the  
 2 approved occupants of that mobile home.

3 ~~(3) "Mobile home park" means any real property which is rented or held~~  
 4 ~~out for rent to others for the placement of two (2) or more mobile homes for~~  
 5 ~~the primary purpose of production of income.~~

6 ~~(4) "Tenant" means any person, except a transient, who rents a mobile~~  
 7 ~~home lot or their agent of record.~~

8 (8) "Manager" means the person in charge of operations or in control of  
 9 a community, whether or not he or she is the owner. "Manager" includes any  
 10 company chosen by the landlord to administer or supervise the affairs of the  
 11 community.

12 (9) "Manufactured home" or "manufactured house" means a structure as  
 13 defined in subsection (8) of section 39-4105, Idaho Code.

14 (10) "Mobile home" means a structure as defined in subsection (9) of  
 15 section 39-4105, Idaho Code.

16 (11) "Park model" means a recreational vehicle that has a floor area of  
 17 four hundred (400) square feet or less, meets the American national stan-  
 18 dards institute (ANSI) recreational standard A119.5, is primarily designed  
 19 for permanent or semipermanent installation and is used as a residence.

20 (12) "Other charges" means fees, service charges, utility charges or  
 21 any other financial obligations specified in the rental agreement, but not  
 22 including rent.

23 (13) "Recreational vehicle" means a vehicular type unit as defined in  
 24 subsection (2) of section 39-4201, Idaho Code.

25 (14) "Rent" means periodic payments to be made in consideration for oc-  
 26 cupying a lot.

27 (15) "Rental agreement" means a lease or agreement between the landlord  
 28 and the resident embodying the terms and conditions concerning the use and  
 29 occupancy of a lot and includes month to month tenancies that arise out of the  
 30 expiration of a fixed term rental agreement.

31 (16) "Resident" means a person lawfully entitled under a rental agree-  
 32 ment or lease to occupy a lot in a community to the exclusion of others. "Res-  
 33 ident" also means a tenant as that term is defined and used in other applica-  
 34 ble state and federal laws.

35 (17) "Security" or "security deposit" means any refundable money or  
 36 property given to assure payment or performance under a rental agreement.

37 (18) "Service charges" means separate charges paid for the use of elec-  
 38 trical and gas service improvements that exist at a lot, or for trash re-  
 39 moval, sewage and water, or any combination of the foregoing.

40 ~~(19) "Transient" means a person who rents a mobile home lot for a period~~  
 41 ~~of less than one (1) month.~~

42 (20) "Utility" means a public utility that provides electricity, natu-  
 43 ral gas, liquefied petroleum gas, cable television, sewer services, garbage  
 44 collection or water.

45 SECTION 4. That Section 55-2004, Idaho Code, be, and the same is hereby  
 46 amended to read as follows:

47 55-2004. CHAPTER GOVERNS. This chapter shall regulate and determine  
 48 legal rights, remedies and obligations arising from any rental agreement be-  
 49 tween a landlord and a ~~tenant~~ resident regarding a ~~mobile home~~ lot, except in

1 those instances in which: (i) the landlord is renting both the lot and the  
 2 mobile home to the tenant resident; or (ii) the lot is rented or held out for  
 3 rent to a recreational vehicle or travel trailer, not including a park model.  
 4 All such rental agreements shall be unenforceable to the extent of any con-  
 5 flict with any provision of this chapter. This chapter does not abrogate any  
 6 rights the ~~park owner~~ landlord or tenant resident has under the laws and con-  
 7 stitution of the United States or the state of Idaho.

8 SECTION 5. That Section 55-2005, Idaho Code, be, and the same is hereby  
 9 amended to read as follows:

10 55-2005. RENTAL AGREEMENT. (1) ~~From and after the effective date of~~  
 11 ~~this chapter, any landlord offering mobile home lot for rent shall provide~~  
 12 ~~the prospective tenant a written rental agreement. This agreement must be~~  
 13 ~~executed by both parties~~ A written rental agreement or lease shall be exe-  
 14 cuted in duplicate by the landlord and the prospective resident, each to re-  
 15 ceive a copy. The landlord shall provide a copy of the community rules when  
 16 the prospective resident submits an application for residency and prior to  
 17 the execution of the rental agreement. The provisions of this chapter shall  
 18 apply to all such agreements and to all other rental agreements to the extent  
 19 applicable as set forth in this chapter.

20 (2) The requirement of subsection (1) of this section shall not apply  
 21 if:

22 (a) ~~The mobile home park~~ community or part thereof has been acquired by  
 23 eminent domain or condemnation for a public works project; or

24 (b) An employer-employee relationship exists between a landlord and  
 25 ~~tenant resident.~~

26 (3) The provisions of this section shall apply to any tenancy in exis-  
 27 tence on the effective date of this act, but only after expiration of the term  
 28 of any oral or written rental agreement governing such tenancy, not to ex-  
 29 ceed twelve (12) months from the date of enactment of this section. Exist-  
 30 ing contracts may be perpetuated by agreement of both parties. If a resident  
 31 fails to sign and return to the landlord, who has acted in good faith, any new  
 32 or amended rental agreement following the written notice provided in accor-  
 33 dance with the provisions of section 55-2006, Idaho Code, and the resident  
 34 continues to hold the premises after the expiration of the notice period,  
 35 then the notice shall of itself operate and be effectual to create and estab-  
 36 lish, as part of the rental agreement, the terms, rent, conditions and rules  
 37 specified in the notice.

38 SECTION 6. That Section 55-2006, Idaho Code, be, and the same is hereby  
 39 amended to read as follows:

40 55-2006. ADJUSTMENTS TO RENT, SERVICES, UTILITIES OR RULES. (1)  
 41 A landlord may increase or decrease rents after expiration of the lease  
 42 term, but only after with ninety (90) days' written notice to the tenants  
 43 residents. Such written notice shall be sent by first class mail, certified  
 44 mail or personal delivery.

45 (2) Rental increases shall be uniform throughout the ~~mobile home park~~  
 46 community. When rents within a ~~mobile home park~~ community are structured

1 by reason of lot or home size, amenities, lot location or otherwise, rental  
2 increases shall be uniform among all homes in the same rent tier.

3 (3) A landlord shall give written notice of such change to each affected  
4 ~~mobile home owner~~ at least ninety (90) days prior to any ~~increase in lot~~  
5 ~~rental amount, reduction in services or utilities provided by~~ amendment to  
6 the rental agreement. The landlord or changes in may not amend the rental  
7 agreement or rules or regulations not to exceed one (1) change in each cate-  
8 gory per more frequently than once in a six (6) month period.

9 (4) Rents in communities are governed by the provisions of subsection  
10 (2) of section 55-307, Idaho Code, which provides that a local governmental  
11 unit shall not enact, maintain, or enforce an ordinance or resolution that  
12 would have the effect of controlling the amount of rent charged for leasing  
13 private residential property.

14 (5) Notwithstanding the foregoing provisions, a rental agreement may  
15 include an escalation clause for a pro rata share of any increase or decrease  
16 in the ~~mobile home park's~~ community's ad valorem taxes, utility assessments,  
17 or other services as included in the monthly rental charge, after the ef-  
18 fective date of such a change. Issues of public safety, health or property  
19 degradation may also be included in this section. The landlord shall give  
20 thirty (30) days' written notice to a ~~tenant~~ resident before such an increase  
21 or decrease.

22 SECTION 7. That Section 55-2007, Idaho Code, be, and the same is hereby  
23 amended to read as follows:

24 55-2007. REQUIRED RENTAL AGREEMENT PROVISIONS AND EXCLUSIONS -- DIS-  
25 CLOSURES. (1) Any rental agreement executed between the landlord and ~~tenant~~  
26 resident shall contain:

27 (a) The terms for the payment of rent, including the time and place for  
28 payment, and a description of any ~~additional other~~ charges to be paid to  
29 the landlord by the ~~tenant~~ resident. ~~Additional Other~~ charges that oc-  
30 cur less frequently than monthly shall be itemized in a billing to the  
31 ~~tenant~~ resident;

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

34 (c) The rules of the ~~park~~ community;

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

39 (e) The terms and conditions under which any deposit or portion thereof  
40 may be withheld by the landlord upon termination of the rental agreement  
41 if any moneys are paid to the landlord by the ~~tenant~~ resident as a de-  
42 posit or as security for performance of the ~~tenant's~~ resident's obliga-  
43 tions in a rental agreement.

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

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

48 (b) Any provision allowing the landlord to charge an "entrance fee" or  
49 an "exit fee." The expense of repairs or maintenance required by the

1 landlord as a condition of the landlord's approval of a rental applica-  
 2 tion shall not constitute an "entrance fee" or "exit fee" as those terms  
 3 are used herein.

4 (c) Any provision which unreasonably restricts access to the ~~mobile~~  
 5 ~~home park community~~ by invitees of the ~~tenant~~ resident.

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

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

11 (b) The landlord shall, prior to removal of the wheels and axles, ap-  
 12 prove the positioning of the ~~mobile~~ home upon the ~~mobile home~~ lot.

13 (c) The landlord shall not permit any portion of the ~~mobile~~ home, in-  
 14 cluding the tongue, to extend into a roadway.

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

17 (e) The landlord shall have the right of entry upon the ~~mobile home~~  
 18 lot for maintenance of utilities, protection of the ~~mobile home park~~  
 19 community and periodic inspection of the premises, but shall not, ex-  
 20 cept in the case of emergency or suspected abandonment by the ~~tenant~~  
 21 resident, otherwise have the right of entry to such lot without the con-  
 22 sent of the ~~tenant~~ resident.

23 (f) The landlord shall notify each ~~tenant~~ resident within fifteen (15)  
 24 days after a petition has been filed by the landlord for a change in the  
 25 zoning of the land upon which the ~~mobile home park~~ community is situ-  
 26 ated.

27 (4) Upon request, the landlord shall, prior to the execution of a rental  
 28 agreement, provide the ~~tenant~~ resident with a written statement containing  
 29 the following information:

30 (a) The name, address and telephone number of the owner or manager of  
 31 the ~~mobile home park~~ community.

32 (b) A general description of the types of homes which may be brought  
 33 into the ~~mobile home park~~ community.

34 (c) A general description of the boundaries of the ~~space~~ lot to be pro-  
 35 vided.

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

38 (e) A description of other utilities and services which are available  
 39 within the ~~park~~ community.

40 (f) A description of the zoning under which the ~~mobile home park~~  
 41 community operates, and the governmental entity having zoning juris-  
 42 diction.

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

44 SECTION 8. That Section 55-2008, Idaho Code, be, and the same is hereby  
 45 amended to read as follows:

46 55-2008. RULES. (1) A written rule of the ~~park~~ community is enforce-  
 47 able against the ~~tenant~~ resident if it is part of the rental agreement signed  
 48 by the ~~tenant~~ resident.

1 (2) A rule adopted or amended after the ~~tenant resident~~ enters into the  
 2 rental agreement is not enforceable unless the ~~tenant resident~~ consents to  
 3 it or is given ninety (90) days' notice in writing except as provided in sec-  
 4 tion 55-2006(45), Idaho Code. A rule change restricting the type or size  
 5 of a ~~mobile~~ home permitted in the ~~park community~~ shall not apply to a ~~tenant~~  
 6 ~~resident~~ whose ~~mobile~~ home was in compliance with ~~park community~~ rules prior  
 7 to the adoption or amendment.

8 (3) Rules shall be fairly and uniformly enforced and contain the effec-  
 9 tive date.

10 SECTION 9. That Section 55-2009, Idaho Code, be, and the same is hereby  
 11 amended to read as follows:

12 55-2009. SALES OF ~~MOBILE HOMES AND TRANSFER OF MOBILE HOME SPACES~~  
 13 ~~LOTS~~. (1) No landlord shall deny any ~~mobile home tenant resident~~ who owns his  
 14 ~~mobile~~ home the right to sell a ~~mobile~~ the home on a rented ~~space lot~~ or re-  
 15 quire the ~~tenant resident~~ to remove the ~~mobile~~ home from the ~~space lot~~ solely  
 16 on the basis of the sale.

17 (2) The landlord shall not exact a commission or fee for the sale of a  
 18 ~~mobile~~ home on a rented space unless the landlord has acted as agent for the  
 19 seller pursuant to a written agreement. The landlord may act as agent for  
 20 the seller only upon the voluntary agreement of the seller and only if the  
 21 landlord is licensed if licensure is required by law.

22 (3) A new rental agreement must be signed between the landlord and  
 23 a prospective ~~tenant resident~~ prior to the sale, transfer, assignment or  
 24 subletting of the ~~mobile~~ home if the ~~mobile~~ home is to remain in the ~~park~~  
 25 ~~community~~. From the date of sale, assignment, transfer or subletting the  
 26 new ~~tenant resident~~ shall be bound by the terms of the agreement.

27 (4) The landlord shall approve or disapprove of the transfer, assign-  
 28 ment or subletting of the ~~mobile~~ home ~~space lot~~ on the same basis that the  
 29 landlord approves or disapproves of any new ~~tenant resident~~. Notice of ap-  
 30 proval or disapproval shall be given in writing within five (5) working days  
 31 of receiving a written application.

32 (5) No ~~mobile~~ home shall be removed from any ~~park community~~ until the  
 33 rental payments, including the month when the ~~mobile~~ home is moved, together  
 34 with all other charges specified in the rental agreement, are paid, or the  
 35 provisions of section 55-2009A, Idaho Code, have been fully complied with  
 36 and the landlord notified of date and time of removal.

37 SECTION 10. That Section 55-2009A, Idaho Code, be, and the same is  
 38 hereby amended to read as follows:

39 55-2009A. NOTICE OF LIENHOLDER -- LIMIT ON BACK RENT -- ABANDON-  
 40 MENT. (1) Any lienholder or legal owner of a ~~mobile~~ home who wants to be  
 41 protected under this section must so notify the landlord in writing of his  
 42 secured or legal interest and provide a contact name and address for notice  
 43 by the landlord.

44 (2) If the ~~tenant resident~~ becomes sixty (60) days in arrears in his  
 45 rent or at the time of suspected abandonment by the ~~tenant resident~~ on a  
 46 ~~mobile home space lot~~, it is incumbent upon the landlord to notify in writing  
 47 the lienholder ~~or~~ and legal owner of the ~~mobile~~ home ~~unit~~ and to communicate

1 to ~~him his~~ the lienholder and legal owner the liability for any costs incum-  
 2 ~~bered for the mobile home space for such mobile home unit, including rent~~  
 3 ~~owing rent and other charges specified in the rental agreement.~~ The lien-  
 4 holder shall be responsible for utilities from the date of notice. However,  
 5 the landlord shall be entitled to a maximum of sixty (60) days rent due prior  
 6 to notice to lienholder. Any and all costs shall then become the responsi-  
 7 bility of the legal owner or lienholder of the mobile home. The mobile home  
 8 unit may not be removed from the mobile home space lot without a signed writ-  
 9 ten agreement from the mobile home park landlord, ~~owner~~ or manager showing  
 10 clearance for removal, showing all moneys due and owing paid in full, or an  
 11 agreement reached with the legal owner and the landlord.

12 SECTION 11. That Chapter 20, Title 55, Idaho Code, be, and the same is  
 13 hereby amended by the addition thereto of a NEW SECTION, to be known and des-  
 14 ignated as Section 55-2009B, Idaho Code, and to read as follows:

15 55-2009B. SALE TO SATISFY LIENS. (1) When a home has been abandoned,  
 16 the landlord, as the possessory lienholder, may proceed to conduct a sale of  
 17 the abandoned home to satisfy the lien and costs of sale, if an authoriza-  
 18 tion to conduct a lien sale has been issued by the department or a judgment  
 19 has been entered in favor of the landlord on the claim which gives rise to the  
 20 lien or the legal owner of the home and any lienholder have signed a release  
 21 of any interest in the home.

22 (2) A possessory lienholder may apply to the department for the is-  
 23 suance of an authorization to conduct a lien sale. The application shall  
 24 include all of the following information:

25 (a) A description of the abandoned home including the year and make and  
 26 the vehicle identification number;

27 (b) The names and addresses of the legal owners of the abandoned home,  
 28 if known, and the names and addresses of other persons whom the lien-  
 29 holder knows or reasonably should know to claim an interest in the home;

30 (c) A statement of the amount of the lien and the facts concerning the  
 31 claim that give rise to the lien; and

32 (d) A statement that the lienholder has no information or belief that  
 33 there is a valid defense to the claim that gives rise to the lien.

34 (3) Upon receipt of an application, the department shall send a copy of  
 35 the application to the legal owners at their addresses of record with the de-  
 36 partment and to any other interested persons listed in the application. The  
 37 department shall also send a notice which shall include the following infor-  
 38 mation:

39 (a) That an application has been made with the department for the is-  
 40 suance of an authorization to conduct a lien sale;

41 (b) That the person has a legal right to a hearing in court;

42 (c) That if a hearing in court is desired, an enclosed declaration of  
 43 opposition must be signed and returned;

44 (d) That if the declaration is signed and returned, the possessory  
 45 lienholder will be allowed to sell the abandoned home only if he obtains  
 46 a judgment in court or obtains a release from the legal owners;

47 (e) That the department will issue the authorization to conduct a lien  
 48 sale unless the person signs and returns the declaration of opposition  
 49 within ten (10) days after the date the notice was mailed; and



1 (f) That the person may be liable for costs if the lienholder brings an  
2 action and if a judgment is entered in favor of the lienholder.

3 (4) If the department receives a timely mailed declaration of opposi-  
4 tion, it shall notify the possessory lienholder that he or she may not con-  
5 duct a lien sale unless:

6 (a) A judgment has been entered in his or her favor on the claim which  
7 gives rise to the lien; or

8 (b) The legal owners of the abandoned home have signed a release of any  
9 interest in the home.

10 (5) An applicant shall include with his application for lien sale a fee  
11 of ten dollars (\$10.00), which shall be deposited in the abandoned vehicle  
12 trust account. The fee shall be recoverable as a cost by the lienholder.

13 SECTION 12. That Chapter 20, Title 55, Idaho Code, be, and the same is  
14 hereby amended by the addition thereto of a NEW SECTION, to be known and des-  
15 ignated as Section 55-2009C, Idaho Code, and to read as follows:

16 55-2009C. NOTICE OF SALE. Prior to any sale pursuant to the provisions  
17 of section 55-2009B, Idaho Code, the possessory lienholder shall give at  
18 least ten (10) days' notice of the sale by advertising in one (1) issue of a  
19 newspaper of general circulation in the county in which the abandoned home is  
20 located. Prior to the sale of any home to satisfy a lien, twenty (20) days'  
21 notice by certified mail shall be given to the legal owner and to the depart-  
22 ment. All notices shall specify the make, the vehicle identification number  
23 and the date, time and place of the sale.

24 SECTION 13. That Chapter 20, Title 55, Idaho Code, be, and the same is  
25 hereby amended by the addition thereto of a NEW SECTION, to be known and des-  
26 ignated as Section 55-2009D, Idaho Code, and to read as follows:

27 55-2009D. RELEASE OF OWNER'S INTEREST IN ABANDONED HOME. (1) A legal  
28 owner of an abandoned home in the possession of a person holding a lien under  
29 the provisions of this chapter may release any interest in the home after the  
30 lien has attached.

31 (2) The release shall contain the following information:

32 (a) A description of the abandoned home, including the year, make and  
33 vehicle identification number;

34 (b) The names and addresses of the legal owners of record;

35 (c) A statement of the amount of the lien and the facts concerning the  
36 claim which give rise to the lien; and

37 (d) A statement that the person releasing the interest understands that  
38 he or she has a legal right to a hearing in court prior to the sale of the  
39 abandoned home and that he or she waives the right to contest the claim.

40 (3) A copy of the release shall be filed with the department in connec-  
41 tion with the transfer of interest in an abandoned home under the provisions  
42 of this section.

43 SECTION 14. That Chapter 20, Title 55, Idaho Code, be, and the same is  
44 hereby amended by the addition thereto of a NEW SECTION, to be known and des-  
45 ignated as Section 55-2009E, Idaho Code, and to read as follows:

1 55-2009E. INSPECTION PRIOR TO SALE. No lien sale conducted pursuant to  
2 this chapter shall be undertaken unless the landlord has permitted access  
3 for public inspection of the exterior of the abandoned home for at least one  
4 (1) hour prior to the sale. Sealed bids shall not be accepted. The posses-  
5 sory lienholder shall conduct the sale in a commercially reasonable manner.

6 SECTION 15. That Chapter 20, Title 55, Idaho Code, be, and the same is  
7 hereby amended by the addition thereto of a NEW SECTION, to be known and des-  
8 ignated as Section 55-2009F, Idaho Code, and to read as follows:

9 55-2009F. DISPOSITION OF PROCEEDS. (1) The proceeds of a lien sale  
10 shall be disbursed as follows:

11 (a) To discharge the lien; then to actual costs of selling the property.  
12 The cost of selling shall be the actual cost, not to exceed two hundred  
13 dollars (\$200), for each abandoned home;

14 (b) The balance, if any, shall be forwarded to the department within  
15 five (5) days of the sale for payment to the legal owner of any unpaid  
16 obligation or for deposit in the abandoned vehicle trust account.

17 (2) Any person claiming an interest in the abandoned home may file a  
18 claim with the department for any portion of the funds from the lien sale that  
19 were forwarded to the department. Upon determination by the department that  
20 the claimant is entitled to some amount, the department shall pay an amount  
21 that in no case shall exceed the amount forwarded to the department in con-  
22 nection with the sale of the abandoned home. The department shall not honor  
23 any claim not filed within two (2) years of the sale.

24 SECTION 16. That Section 55-2010, Idaho Code, be, and the same is hereby  
25 amended to read as follows:

26 55-2010. TERMINATIONS. (1) Tenancy during the term of a rental agree-  
27 ment may be terminated by the landlord only for one (1) or more of the follow-  
28 ing reasons:

29 (a) Substantial or repeated violation of the rental agreement or the  
30 written rules of the ~~mobile home park~~ community. The ~~tenant~~ resident  
31 shall be given written notice to comply. If the ~~tenant~~ resident does  
32 not comply within three (3) days, the ~~tenant~~ resident may be given no-  
33 tice of a twenty (20) day period in which to vacate. In the case of pe-  
34 riodic rather than continuous violation, said notice shall specify that  
35 the same violation repeated shall result in the termination.

36 (b) Nonpayment of rent or other charges specified in the rental agree-  
37 ment. The ~~tenant~~ resident shall be given written notice. If the ~~tenant~~  
38 resident does not pay within three (3) days the ~~tenant~~ resident may be  
39 given notice of a twenty (20) day period in which to vacate.

40 (c) Closure of the community or any portion thereof by order of a fed-  
41 eral, state or local authority. The resident shall be given the notice  
42 required by such order.

43 (d) In the event of a taking of the community or any portion thereof by  
44 eminent domain or cCessation of the ~~mobile home space lot~~ rental oper-  
45 ation or a portion thereof, provided that the landlord shall gives the  
46 tenant affected resident and any subtenant not less than one hundred  
47 eighty (180) days' notice in writing prior to the date designated in the

1 notice of termination. After the date notice of termination has been  
 2 given as provided in this subsection, the landlord shall provide a copy  
 3 of such notice to any prospective resident or purchaser if the home is  
 4 to remain in the community. The landlord may not increase the rent dur-  
 5 ing the notice period. This section does not limit a landlord's right  
 6 to terminate a tenancy for nonpayment of rent or for other causes under  
 7 this chapter during the closure period. A local unit of government may  
 8 not enact or enforce any ordinance, rule or other local law governing  
 9 the closure or partial closure of a community under this subsection.

10 (e) Abandonment.

11 (2) ~~Except where there will be a cessation of the mobile home space~~  
 12 ~~rental operation when a rental agreement is terminated for the reason pro-~~  
 13 ~~vided in paragraph (e) of subsection (1) of this section, a landlord shall~~  
 14 ~~give the tenant resident no less than ninety (90) days' written notice of an~~  
 15 ~~intention not to renew the rental agreement. Where there will be a cessation~~  
 16 ~~of the mobile home space rental operation, the landlord must provide the~~  
 17 ~~tenant with the same notice as required in subsection (1) (c) of this section.~~

18 (3) A tenant resident shall notify the landlord in writing thirty (30)  
 19 days prior to the expiration of a rental agreement of an intention not to re-  
 20 new the rental agreement.

21 (4) Any tenant resident who is a member of the armed forces, including  
 22 the national guard and armed forces reserves, may, without penalty, termi-  
 23 nate a rental agreement with less than thirty (30) days' notice if he re-  
 24 ceives reassignment or deployment orders which do not allow greater notice.

25 (5) The tenant resident may terminate the rental agreement upon thirty  
 26 (30) days' written notice whenever a change in the location of the tenant's  
 27 resident's employment requires a change in his residence.

28 SECTION 17. That Section 55-2012, Idaho Code, be, and the same is hereby  
 29 amended to read as follows:

30 55-2012. IMPROVEMENTS. (1) The landlord shall not restrict the  
 31 tenant's resident's freedom of choice in purchasing goods or services but  
 32 may reserve the right to approve or disapprove any exterior improvements on  
 33 a ~~mobile home~~ lot. Any request for lot improvements or changes must be sub-  
 34 mitted in writing. The approval or disapproval must be given in writing, be  
 35 reasonable and be uniformly applied.

36 (2) Improvements, except those fixed to the soil, the removal of which  
 37 would significantly damage the landscape of the ~~mobile home~~ lot, shall re-  
 38 main the property of the tenant resident. In removing improvements on ter-  
 39 mination of the rental agreement, the tenant resident shall leave the ~~mobile~~  
 40 ~~home~~ lot in better or substantially the same condition as upon taking posses-  
 41 sion.

42 SECTION 18. That Section 55-2013, Idaho Code, be, and the same is hereby  
 43 amended to read as follows:

44 55-2013. DEPOSITS -- SECURITY. (1) Any payment, deposit, fee, or other  
 45 charge which is required by the landlord in addition to periodic rent, util-  
 46 ity charges or service fees, and is collected as prepaid rent or a sum to com-

1    pensate for any tenant resident default is a deposit governed by the provi-  
2    sions of this section.

3           (2) The landlord shall maintain a separate record of the deposits.

4           (3) ~~The provisions of sections 6-320 and 6-321, Idaho Code, shall apply~~  
5 ~~to landlords and tenants governed by this chapter.~~

6           (4) Upon termination of the landlord's interest in the ~~mobile home park~~  
7 community, the landlord shall either transfer to his successor in interest  
8 that portion of the deposit remaining after making any deductions allowed  
9 under this section or return such portion to the tenant resident.

10          (5) The claim of the tenant resident to any deposit to which he is en-  
11 titled by law takes precedence over the claims of any other creditor of the  
12 landlord.

13           SECTION 19. That Section 55-2013A, Idaho Code, be, and the same is  
14 hereby amended to read as follows:

15           55-2013A. TENANT COMMUNITY RESIDENT ASSOCIATIONS. (1) The tenants  
16 residents in a mobile home park community have the right to organize a tenant  
17 resident or homeowner's association to further their mutual interest and to  
18 conduct any other business and programs which the association shall deter-  
19 mine. Community residents have the right to peacefully assemble and freely  
20 associate. Subject to reasonable notice and community facility rules, aAn  
21 association shall have the right to use the facilities of the park community  
22 to conduct its business and programs including forums for or speeches by  
23 public officials or candidates for public office. When an association is  
24 organized it shall notify the landlord.

25           (2) A community resident association formed for the purpose of purchas-  
26 ing a community may give written notification to the landlord of the associa-  
27 tion's interest in purchasing the community.

28           (3) For the purpose of notification, the community resident associa-  
29 tion shall provide the names and addresses of the three (3) designated mem-  
30 bers or officers of their community association to the landlord annually.

31           (4) A community resident association that has notified the landlord of  
32 its interest to purchase the community may request in writing that it be no-  
33 tified by the landlord if the owner or agent of the owner enters into a list-  
34 ing agreement with a licensed real estate broker to affect the sale of all  
35 or part of the community. The landlord shall provide such notification to  
36 the three (3) members designated under subsection (3) of this section within  
37 fifteen (15) days of the owner entering into the listing agreement.

38           (5) This section shall not apply to any of the following:

39           (a) A governmental entity taking by eminent domain;

40           (b) A forced sale pursuant to foreclosure or a deed given in lieu of  
41 foreclosure;

42           (c) Transfer by gift, devise or operation of law;

43           (d) A transfer by a corporation to an affiliate;

44           (e) A conveyance incidental to financing the community;

45           (f) An exchange of the community for other real property;

46           (g) A transfer by a partnership to one (1) or more of its partners;

47           (h) A sale or transfer to a person who would be an heir, or to a trust  
48 the beneficiaries of which would be heirs, of the community owner if the  
49 community owner were to die intestate.

1 SECTION 20. That Section 55-2014, Idaho Code, be, and the same is hereby  
2 amended to read as follows:

3 55-2014. TENANT RESIDENT ACTION FOR DAMAGES -- SPECIFIC PERFOR-  
4 MANCE. (1) A tenant resident of a mobile home park community may file an  
5 action against a landlord for damages and specific performance for:

6 (a) Failure to maintain in good working order, to the terminal point of  
7 service, electrical, water or sewer services supplied by the landlord;

8 (b) Maintaining the premises in a manner hazardous to the health or  
9 safety of the tenant resident, including, but not limited to, a continu-  
10 ing violation of any of the following:

11 (i) Any rule adopted by the department of environmental quality  
12 governing public drinking water systems;

13 (ii) Any rule adopted by the department of environmental quality  
14 governing hazardous waste;

15 (iii) Any rule adopted by the public health district in which the  
16 mobile home park community is located governing wastewater and  
17 on-site onsite sewage treatment systems;

18 (iv) Any provision of the international fire code, as amended by  
19 the provisions of any fire code adopted by the county or municipali-  
20 ty in which the mobile home park community is located;

21 (v) Any provision of the uniform building code, as amended by the  
22 provisions of any building code adopted by the county or municipi-  
23 pality in which the mobile home park community is located.

24 Nothing contained in the provisions of this subsection is intended to  
25 extend the application of any such rule or code provision to a previ-  
26 ously existing condition which, as of July 1, 1993, was exempt from the  
27 enforcement of such rule or code provision.

28 (c) Failure to return a security deposit as and when required by law;

29 (d) Breach of any term or provision of the lease or rental agreement  
30 materially affecting the health and safety of the tenant resident,  
31 whether explicitly or implicitly a part thereof.

32 (2) Upon filing the complaint, a summons must be issued, served and re-  
33 turned as in other actions; provided however, that in an action exclusively  
34 for specific performance, at the time of issuance of the summons, the court  
35 shall schedule a trial within twelve (12) days from the filing of the com-  
36 plaint, and the service of the summons, complaint and trial setting on the  
37 defendant shall be not less than five (5) days before the day of trial ap-  
38 pointed by the court. If the plaintiff brings an action for damages under  
39 this section, or combines this action for damages with an action for specific  
40 performance, the early trial provision shall not be applicable, and a sum-  
41 mons must be issued returnable as in other cases upon filing the complaint.

42 (3) In an action under this section, the plaintiff, in his complaint,  
43 must set forth the facts on which he seeks to recover, describe the premises,  
44 and set forth any circumstances which may have accompanied the failure or  
45 breach by the landlord.

46 (4) If, upon the trial, the verdict of the jury, or, if the case be tried  
47 without a jury, the finding of the court, be in favor of the plaintiff against  
48 the defendant, judgment shall be entered for such special damages as may be  
49 proven. General damages may be awarded but shall not exceed five hundred

1 dollars (\$500). Judgment may also be entered requiring specific performance  
2 for any breach of agreement shown by the evidence, and for costs and dis-  
3 bursements.

4 (5) Before a ~~tenant resident~~ shall have standing to file an action under  
5 this section, he or she must give his or her landlord three (3) days' written  
6 notice, listing each failure or breach upon which his action will be premised  
7 and written demand requiring performance or cure. If, within three (3) days  
8 after service of the notice, any listed failure or breach has not been per-  
9 formed or cured by the landlord, the ~~tenant resident~~ may proceed to commence  
10 an action for damages and specific performance.

11 (6) The notice required in subsection (5) of this section shall be  
12 served either:

13 (a) By delivering a copy to the landlord or his agent personally; or

14 (b) If the landlord or his agent is absent from his usual place of busi-  
15 ness, by leaving a copy with an employee at the usual place of business  
16 of the landlord or his agent; or

17 (c) By sending a copy of the notice to the landlord or his agent by cer-  
18 tified mail, return receipt requested.

19 (7) The landlord is not liable if the maintenance condition was caused  
20 by the deliberate or negligent act or omission of the resident, a member of  
21 the resident's family or other person on the premises with the resident's  
22 consent.

23 SECTION 21. That Section 55-2015, Idaho Code, be, and the same is hereby  
24 amended to read as follows:

25 55-2015. RETALIATORY CONDUCT BY LANDLORD PROHIBITED. The landlord  
26 shall not terminate a tenancy, refuse to renew a tenancy, increase rent or  
27 decrease services he normally supplies, or threaten to bring an action for  
28 repossession of a ~~mobile home~~ lot as retaliation against the ~~tenant resident~~  
29 because the ~~tenant resident~~ has:

30 (a~~1~~) Complained in good faith about a violation of a building, safety or  
31 health code or regulation pertaining to a ~~mobile home park community~~ to the  
32 governmental agency responsible for enforcing the code or regulation.

33 (b~~2~~) Complained to the landlord concerning the maintenance or condi-  
34 tion of the ~~park community~~, rent charged or rules ~~and regulations~~.

35 (c~~3~~) Organized, ~~became~~ become a member of or served as an official in  
36 a ~~homeowner's community resident~~ association, or similar organization, at a  
37 local, regional, state or national level.

38 (d~~4~~) Retained counsel or an agent to represent his interests.

39 SECTION 22. That Section 55-2016, Idaho Code, be, and the same is hereby  
40 amended to read as follows:

41 55-2016. ARBITRATION AND MEDIATION. The landlord and ~~tenant resident~~  
42 may agree in writing to submit a controversy any dispute arising under the  
43 provisions of this chapter, or under the terms, conditions or performance  
44 of the rental agreement or under the rules of the community, to mediation or  
45 binding arbitration through the better business bureau, or similar private  
46 association, or as elsewhere provided in Idaho law by an independent third  
47 party.

1 SECTION 23. That Section 55-2019, Idaho Code, be, and the same is hereby  
2 amended to read as follows:

3 55-2019. VENUE. Venue for any action arising under this chapter shall  
4 be in the district court of the county in which the ~~mobile-home~~ lot is lo-  
5 cated.

6 SECTION 24. That Chapter 20, Title 55, Idaho Code, be, and the same is  
7 hereby amended by the addition thereto of a NEW SECTION, to be known and des-  
8 ignated as Section 55-2020, Idaho Code, and to read as follows:

9 55-2020. SERVICE OF NOTICE. (1) Any three (3) day notice to the resi-  
10 dent as required by the provisions of this chapter may be served either:

11 (a) By delivering a copy to the resident personally; or

12 (b) If the resident be absent from the lot, by leaving a copy with some-  
13 one of suitable age and discretion at the lot and sending a copy through  
14 the mail addressed to the resident at the lot. If a person of suitable  
15 age or discretion cannot be found at the lot, then by affixing a copy in a  
16 conspicuous place on the lot and sending a copy by certified mail return  
17 receipt requested addressed to the resident at the lot.

18 (2) Unless otherwise provided, any notice to the resident in excess of  
19 three (3) days as required by the provisions of this chapter may be served  
20 either:

21 (a) By delivering a copy to the resident personally; or

22 (b) By sending a copy by certified mail return receipt requested ad-  
23 dressed to the resident at the lot.

24 (3) Service upon a subtenant may be made in the manner as provided in  
25 this section.