

IDAHO MOBILE HOME PARK LANDLORD-TENANT ACT
TITLE 55 CHAPTER 20

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

55-2002. GOOD FAITH. Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.

55-2003. DEFINITIONS. For purposes of this chapter:

- (1) "Landlord" means the owner of a mobile home park and includes the agents of the landlord.
- (2) "Mobile home lot" means a portion of a mobile home park designated as the location of one (1) mobile home and its accessory buildings, and intended for the exclusive use of the occupants of that mobile home.
- (3) "Mobile home park" means any real property which is rented or held out for rent to others for the placement of two (2) or more mobile homes for the primary purpose of production of income.
- (4) "Tenant" means any person, except a transient, who rents a mobile home lot or their agent of record.
- (5) "Transient" means a person who rents a mobile home lot for a period of less than one (1) month.

55-2004. CHAPTER GOVERNS. This chapter shall regulate and determine legal rights, remedies and obligations arising from any rental agreement between a landlord and a tenant regarding a mobile home lot, except in those instances in which the landlord is renting both the lot and the mobile home to the tenant. All such rental agreements shall be unenforcable to the extent of any conflict with any provision of this chapter. This chapter does not abrogate any rights the park owner or tenant has under the laws and constitution of the United States or the state of Idaho.

55-2005. RENTAL AGREEMENT. (1) From and after the effective date of this chapter, any landlord offering mobile home lot for rent shall provide the prospective tenant a rental agreement. This agreement must be executed by both parties. The provisions of this chapter shall apply to all such agreements and to all other rental agreements to the extent applicable as set forth in this chapter.

- (2) The requirement of subsection (1) of this section shall not apply if:
- (a) The mobile home park or part thereof has been acquired by eminent domain or condemnation for a public works project; or
 - (b) An employer-employee relationship exists between a landlord and tenant.

(3) The provisions of this section shall apply to any tenancy in existence on the effective date of this act, but only after expiration of the term of any oral or written rental agreement governing such tenancy, not to exceed twelve (12) months from the date of enactment of this section. Existing contracts may be perpetuated by agreement of both parties.

55-2006. ADJUSTMENTS TO RENT, SERVICES, UTILITIES OR RULES. (1) A landlord may increase or decrease rents only after ninety (90) days' written notice to the tenants.

(2) Rental increases shall be uniform throughout the mobile home park. When rents within a mobile home park are structured by reason of lot or home size, amenities, lot location or otherwise, rental increases shall be uniform among all homes in the same rent tier.

(3) A landlord shall give written notice of such change to each affected mobile home owner at least ninety (90) days prior to any increase in lot rental amount, reduction in services or utilities provided by the landlord or changes in rules or regulations not to exceed one (1) change in each category per six (6) month period.

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

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.

(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.

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

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

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

(e) The landlord shall have the right of entry upon the mobile home lot for maintenance of utilities, protection of the mobile home park and periodic inspection of the premises, but shall not, except in the case of emergency or

suspected abandonment by the tenant, otherwise have the right of entry to such lot without the consent of the tenant.

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

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

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

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

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

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

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

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

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

55-2008. RULES. A written rule of the park is enforceable against the tenant if it is part of the rental agreement signed by the tenant. A rule adopted or amended after the tenant enters into the rental agreement is not enforceable unless the tenant consents to it or is given ninety (90) days' notice in writing except as provided in section 55-2006 (4), Idaho Code. Rules shall be fairly and uniformly enforced and contain the effective date.

55-2009. SALES OF MOBILE HOMES AND TRANSFER OF MOBILE HOME SPACES. (1) No landlord shall deny any mobile home tenant who owns his mobile home the right to sell a mobile home on a rented space or require the tenant to remove the mobile home from the space solely on the basis of the sale.

(2) The landlord shall not exact a commission or fee for the sale of a mobile home on a rented space unless the landlord has acted as agent for the seller pursuant to a written agreement. The landlord may act as agent for the seller pursuant to a written agreement. The landlord may act as agent for the seller only upon the voluntary agreement of the seller.

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

(4) The landlord shall approve or disapprove of the transfer, assignment or subletting of the mobile home space on the same basis that the landlord approves or disapproves of any new tenant. Notice of approval or disapproval shall be given in writing within five (5) working days of receiving a written application.

(5) No mobile home shall be removed from any park until the rental payments, including the month when the mobile home is moved, are paid, or the provisions of section 55-2009A, Idaho Code, have been fully complied with and the landlord notified of date and time of removal.

55-2009A. NOTICE OF LIENHOLDER – LIMIT ON BACK RENT. (1) Any lienholder or legal owner of a mobile home who wants to be protected under this section must so notify the landlord in writing of his secured or legal interest.

(2) If the tenant becomes sixty (60) days in arrears in his rent or at the time of suspected abandonment by the tenant on a mobile home space, it is incumbent upon the landlord to notify the lienholder or legal owner of the mobile home unit and to communicate to him his liability for any costs incurred for the mobile home space for such mobile home unit, including rent owing. The lienholder shall be responsible for utilities from the date of notice. However, the landlord shall be entitled to a maximum of sixty (60) days rent due prior to notice to lienholder. Any and all costs shall then become the responsibility of the legal owner or lienholder of the mobile home. The mobile home unit may not be removed from the mobile home space without a signed written agreement from the mobile home park landlord, owner or manager showing clearance for removal, showing all moneys due and owing paid in full, or an agreement reached with the legal owner and the landlord.

55-2010. TERMINATIONS. (1) Tenancy during the term of a rental agreement may be terminated by the landlord only for one (1) or more of the following reasons:

(a) Substantial or repeated violation of the written rules of the mobile home park. The tenant shall be given written notice to comply. If the tenant does not comply within three (3) days, the tenant may be given notice of a twenty (20) day period in which to vacate. In the case of periodic rather than continuous violation, said notice shall specify that the same violation repeated shall result in the termination.

(b) Nonpayment of rent or other charges specified in the rental agreement. The tenant shall be given written notice. If the tenant does not pay within three (3) days the tenant may be given notice of a twenty (20) day period in which to vacate.

(c) Cessation of the mobile home space rental operation, provided that the landlord gives the tenant not less than one hundred eighty (180) days' notice in writing prior to the date designated in the notice of termination.

(2) Except where there will be a cessation of the mobile home space rental operation, a landlord shall give the tenant no less than ninety (90) days' written notice of an intention not to renew the rental agreement. Where there will be a cessation of the mobile home space rental operation, the landlord must provide the tenant with the same notice as required in subsection (1)(c) of this section.

(3) A tenant shall notify the landlord in writing thirty (30) days prior to the expiration of a rental agreement of an intention not to renew the rental agreement.

(4) Any tenant who is a member of the armed forces may, without penalty, terminate a rental agreement with less than thirty (30) days' notice if he receives reassignment orders which do not allow greater notice.

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

55-2011. RENEWALS. Rental agreements shall be automatically renewed for the original term, except as provided in section 55-2010, Idaho Code.

55-2012. IMPROVEMENTS. (1) The landlord shall not restrict the

tenant's freedom of choice in purchasing goods or services but may reserve the right to approve or disapprove any exterior improvements on a mobile home lot. Any request for lot improvements or changes must be submitted in writing. The approval or disapproval must be given in writing, be reasonable and be uniformly applied.

(2) Improvements, except those fixed to the soil, the removal of which would significantly damage the landscape of the mobile home lot, shall remain the property of the tenant. In removing improvements on termination of the rental agreement, the tenant shall leave the mobile home lot in better or substantially the same condition as upon taking possession.

55-2013. DEPOSITS -- SECURITY. (1) Any payment, deposit, fee, or other charge which is required by the landlord in addition to periodic rent, utility charges or service fees, and is collected as prepaid rent or a sum to compensate for any tenant default is a deposit governed by the provisions of this section.

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

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

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

(5) The claim of the tenant to any deposit to which he is entitled by law takes precedence over the claims of any other creditor of the landlord.

55-2013A. TENANT ASSOCIATIONS. The tenants in a mobile home park have the right to organize a tenant or homeowner's association to further their mutual interest and to conduct any other business and programs which the association shall determine. An association shall have the right to use the facilities of the park to conduct its business and programs. When an association is organized it shall notify the landlord.

55-2014. TENANT ACTION FOR DAMAGES -- SPECIFIC PERFORMANCE. (1) A tenant of a mobile home park may file an action

against a landlord for damages and specific performance for:

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

(b) Maintaining the premises in a manner hazardous to the health or safety of the tenant, including, but not limited to, a continuing violation of any of the following:

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

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

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

(iv) Any provision of the international fire code, as amended by the provisions of any fire code adopted by the county or municipality in which the mobile home park is located;

(v) Any provision of the uniform building code, as amended by the provisions of any building code adopted by the county or municipality in which the mobile home park is located.

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

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

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

(2) Upon filing the complaint, a summons must be issued, served and returned as in other actions; provided however, that in an action exclusively

(c) By sending a copy of the notice to the landlord or his agent by certified mail, return receipt requested.

55-2015. RETALIATORY CONDUCT BY LANDLORD PROHIBITED.

The landlord shall not terminate a tenancy, refuse to renew a tenancy, increase rent or decrease service(s) he normally supplies, or threaten to bring an action for repossession of a mobile home lot as retaliation against the tenant because the tenant has:

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

(b) Complained to the landlord concerning the maintenance or condition of the park, rent charged or rules and regulations.

(c) Organized, became a member of or served as an official in a homeowner's association, or similar organization, at a local, regional, state or national level.

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

55-2016. ARBITRATION. The landlord and tenant may agree in writing to submit a controversy arising under the provisions of this chapter to arbitration through the better business bureau, or similar private association, or as elsewhere provided in Idaho law.

55-2017. PENALTIES: If upon the trial of any action brought under the provisions of section 55-2014, Idaho Code, or those of section 6-302 or 6-303, Idaho Code, the court shall find that the defendant acted with malice, wantonness or oppression, judgment may be entered for three (3) times the amount at which actual damages are assessed.

55-2018. ATTORNEY'S FEES. In any action brought under the provisions of this chapter, or those of section 6-302 or 6-303, Idaho Code, except in those cases where treble damages are awarded, the prevailing party shall be entitled to an award of attorney's fees.

55-2019. VENUE. Venue for any action arising under this chapter shall be in the district court of the county in which the mobile home lot is located.

for specific performance, at the time of issuance of the summons, the court shall schedule a trial within twelve (12) days from the filing of the complaint, and the service of the summons, complaint and trial setting on the defendant shall be not less than five (5) days before the day of trial appointed by the court. If the plaintiff brings an action for damages under this section, or combines this action for damages with an action for specific performance, the early trial provision shall not be applicable, and a summons must be issued returnable as in other cases upon filing the complaint.

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

(4) If, upon the trial, the verdict of the jury, or, if the case be tried without a jury, the finding of the court, be in favor of the plaintiff against the defendant, judgment shall be entered for such special damages as may be proven. General damages may be awarded but shall not exceed five hundred dollars (\$500). Judgment may also be entered requiring specific performance for any breach of agreement shown by the evidence, and for costs and disbursements.

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

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

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

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