



AN ACT GENERALLY REVISING THE MONTANA RESIDENTIAL MOBILE HOME LOT RENTAL ACT; PROVIDING ADDITIONAL RENTAL AGREEMENT TERMS; LIMITING A LANDLORD'S ABILITY TO INTERFERE WITH THE SALE OF A MOBILE HOME; PROVIDING ADDITIONAL PROTECTIONS TO A RESIDENT ASSOCIATION; PROVIDING ADDITIONAL ACTIONS DEEMED RETALIATORY BY A LANDLORD; REVISING REASONS FOR AND THE PROCESS OF A LAWFUL TERMINATION OF A RENTAL AGREEMENT; PROVIDING AN APPROPRIATION; AMENDING SECTIONS 70-33-103, 70-33-201, 70-33-305, 70-33-314, 70-33-431, AND 70-33-433, MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. Section 70-33-103, MCA, is amended to read:

"70-33-103. Definitions. Unless the context clearly requires otherwise, in this chapter, the following definitions apply:

(1) "Abandon" means to give up possession of the premises unless the landlord does not accept abandonment or surrender as provided in 70-33-426 or unless the rental agreement has been terminated as provided by law.

(2) "Action" includes recoupment, counterclaim, setoff suit in equity, and any other proceeding in which rights are determined, including an action for possession.

(3) "Actual and reasonable cost" means the actual amount of expenses and labor incurred or expended and the reasonable amount of expenses and labor estimated to be incurred or expended.

(4) "Board" means the board of housing created in 2-15-1814.

~~(4)~~(5) "Case of emergency" means an extraordinary occurrence beyond the tenant's control requiring immediate action to protect the premises or the tenant. A case of emergency may include the interruption of essential services, including electricity, gas, running water, and sewer and septic system service, or life-

threatening events in which the tenant or landlord has reasonable apprehension of immediate danger to the tenant or others.

~~(5)~~(6) "Court" means the appropriate district court, small claims court, justice's court, or city court.

~~(6)~~(7) "Good faith" means honesty in fact in the conduct of the transaction concerned.

~~(7)~~(8) "Landlord" means:

(a) the owner of:

(i) space or land, including a lot, that is rented to a tenant for a mobile home; or

(ii) a mobile home park;

(b) a person who has written authorization from the owner to act as the owner's agent or assignee

for purposes related to the premises or the rental agreement;

(c) a manager of the premises who fails to disclose the managerial position; or

(d) a lessor who has written authorization from the owner of the premises to sublease the premises.

~~(8)~~(9) "Lot" means the space or land rented and not a mobile home itself.

~~(9)~~(10) "Mobile home" has the same meaning as provided in 15-1-101 and includes manufactured homes as defined in 15-1-101.

~~(10)~~(11) "Mobile home owner" means the owner of a mobile home entitled under a rental agreement to occupy a lot.

~~(11)~~(12) "Mobile home park" means a trailer court as defined in 50-52-101.

~~(12)~~(13) "Organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, and any other legal or commercial entity.

~~(13)~~(14) "Person" includes an individual or organization.

~~(14)~~(15) "Premises" means a lot and the grounds, areas, and facilities held out for the use of tenants generally or promised for the use of a tenant.

~~(15)~~(16) "Rent" means all payments to be made to a landlord, including rent, unit rent, utility and administrative fees, late fees, or other charges as agreed on in the rental agreement, except money paid as a security deposit.

~~(16)~~(17) "Rental agreement" means all agreements, written or oral, and valid rules adopted under 70-33-311 embodying the terms and conditions concerning the use and occupancy of the premises.

(18) "Resident association" means an organization of residents who own and occupy mobile homes in a mobile home park that is organized to address the common interests of the residents.

~~(17)~~(19) "Tenant" means:

- (a) a person entitled under a rental agreement to occupy a lot to the exclusion of others; or
- (b) a person who, with the written approval of the landlord and pursuant to the rental agreement, has a sublease agreement with the person who is entitled to occupy the dwelling unit under the rental agreement.

~~(18)~~(20) "Unauthorized person or trespasser" means a person who:

- (a) enters or remains after being asked to leave by the landlord and does not receive written permission by the landlord to remain on the premises;
- (b) is in violation of 45-6-201;
- (c) is in violation of 45-6-203; or
- (d) is in violation of 70-27-102."

Section 2. Section 70-33-201, MCA, is amended to read:

"70-33-201. Rental agreements. (1) A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other rule or law.

- (2) Unless the rental agreement provides otherwise:
 - (a) the tenant shall pay as rent the rental value for the use and occupancy of the lot as determined by the landlord;
 - (b) rent is payable at the landlord's address or using electronic funds transfer to an account designated for the payment of rent by the landlord;
 - (c) periodic rent is payable at the beginning of a term that is a month or less and otherwise in equal monthly installments at the beginning of each month;
 - (d) rent is uniformly apportionable from day to day;
 - (e) ~~the tenancy is from month to month~~ the agreement is for a term of 1 year unless a longer

period or a month-to-month lease is mutually agreed on by both the tenant and the landlord; and

(f) if either party terminates the rental agreement without cause prior to the expiration date of the lease term, the aggrieved party is entitled to monetary damages up to 1 month's rent or an amount that is agreed on in the rental agreement, which may not exceed 1 month's rent. Landlords shall follow 70-33-426(2) and are entitled to rent from defaulting tenants up to the date a new tenancy starts or the date the rental agreement term expires.

(3) Rent is payable without demand or notice at the time and place agreed ~~upon~~on by the parties or as provided by subsection (2).

(4) For a rental agreement with a lease term of 1 year or longer, 60 days prior to the expiration of the term of the rental agreement, the landlord shall provide notice to the tenant that the landlord intends to:

(a) offer a renewal lease for the same term and with the same provisions as the current agreement;

(b) offer a renewal lease agreement with an amended term or amended provisions; or

(c) not renew the current rental agreement.

(5) Nothing in this section prevents a landlord from terminating a rental agreement pursuant to 70-33-433 before the end of a lease term."

Section 3. Section 70-33-305, MCA, is amended to read:

"70-33-305. Transfer of premises by tenant -- rights and duties of landlord and tenant. (1) A tenant who vacates a lot during the term of a tenancy may not allow the possession of the property to be transferred to a third person or sublet the property unless the landlord or the landlord's agent has consented in writing.

(2) The sale or rental of a mobile home located upon a lot does not entitle the purchaser or renter to retain rental of the lot unless the purchaser or renter enters into a rental agreement with the owner of the lot.

(3) A mobile home owner who owns the mobile home but rents the lot has the exclusive right to sell the mobile home without interference or conditions by the landlord, including the consideration of the age of the mobile home as grounds for disapproving a potential purchaser. The new purchaser shall make suitable arrangements with the landlord in order to become a tenant on the mobile home lot. The purchase of the mobile

home does not automatically entitle the ~~purchaser-purchaser~~ to rent the mobile home lot.

(4) The landlord may require the prospective buyer to submit an application for lease or sublease or receive an assignment of the lease for a rental site and may make reasonable review of the new buyer. The landlord has 30 calendar days after receiving a completed application from a prospective buyer to give written notice to the buyer and seller stating the acceptance or denial of the buyer. If denied, the prospective buyer may request the reasons for the denial and the landlord shall provide written reasons to the buyer."

Section 4. Section 70-33-314, MCA, is amended to read:

"70-33-314. Resident associations -- meetings. (1) The membership of a resident association may elect officers of the association at a meeting at which a majority of the members are present. All residents may attend meetings, ~~but~~. Membership in a resident association is limited to mobile home owners who occupy their mobile homes and residents who have rent-to-own agreements for the mobile home in which they reside.

(2) the The landlord and the landlord's employees may not be members of and may not attend meetings unless specifically invited by the tenants' resident association. The landlord may not interfere with or prevent the attendance of an invitee at a resident association's meeting.

(2)(3) The landlord may not prohibit, or adopt any rule that prohibits, meetings by a resident association or tenants relating to:

- (a) mobile home living; or
- (b) the future plans for the mobile home park, including sale or change of use; or
- (c) any other purpose related to mobile home park living, including but not limited to social or educational purposes or to forums for or speeches by public officials, candidates for public office, or representatives of community groups or resident associations.

(4) (a) The landlord shall permit the resident association to use the common areas and facilities of the mobile home park to conduct meetings and programs. The landlord may not charge a resident or a resident association a fee to use common areas or facilities for meetings of the resident association in excess of the fee normally and uniformly charged for use of the common areas or facilities.

(b) The landlord may not require a resident or a resident association to obtain liability insurance in order to use the common areas or facilities of the mobile home park for the purposes allowed in this

section unless alcoholic beverages are permitted in common areas or facilities and are to be served at a meeting or private function of the resident association.

(5) A resident association is entitled to the protections of this section, regardless of the number or percentage of residents who are members.

(6) An officer or member of a resident association is not personally financially responsible for the acts or omissions of the association or of any other officers or members of the association.

(7) A landlord may not harass or threaten a resident association or engage in any unfair or deceptive conduct to inhibit or interfere with the creation or operation of a residential association."

Section 5. Section 70-33-431, MCA, is amended to read:

"70-33-431. Retaliatory conduct by landlord prohibited. (1) Except as provided in this section, a landlord may not retaliate by increasing rent, by decreasing services, by altering or refusing to renew an existing rental agreement, by imposing any fee, by changing mobile home park rules, by enforcing mobile home park rules in an unreasonable or nonuniform manner, by bringing or threatening to bring an action for eviction, or by bringing or threatening to bring an action for possession after the tenant has:

(a) ~~has~~ complained of a violation applicable to the premises materially affecting health and safety to a governmental agency charged with responsibility for enforcement of a building or housing code;

(b) ~~has~~ complained to the landlord in writing of a violation under 70-33-303; ~~or~~

(c) ~~has~~ organized or become a member of a tenant's union, mobile home park resident association, or similar organization;

(d) testified in a judicial or administrative proceeding or before a public body;

(e) expressed an intent to organize, has organized, or is a member of a resident association;

(f) engaged in political activity;

(g) retained legal counsel or an agent to represent the tenant's interests;

(h) exercised the tenant's right to freedom of association and assembly or freedom of speech; or

(i) performed or expressed an intent to perform any other act for the purpose of asserting, protecting, or invoking the protection of any right secured to residents under the lease or under any federal, state, or local law.

(2) If the landlord acts in violation of subsection (1) of this section, the tenant is entitled to the remedies provided in 70-33-409 and has a defense in any retaliatory action against the tenant for possession.

(3) In an action by or against the tenant, evidence of a complaint within 6 months before the alleged act of retaliation creates a rebuttable presumption that the landlord's conduct was in retaliation. The presumption does not arise if the tenant made the complaint after notice of a proposed rent increase or diminution of services. For purposes of this subsection, "rebuttable presumption" means that the trier of fact is required to find the existence of the fact presumed unless evidence is introduced that would support a finding of its nonexistence.

(4) Subsections (1) through (3) do not prevent a landlord from bringing an action for possession if:

(a) the violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant, a member of the tenant's family, or any other persons on the premises with the tenant's consent;

(b) the tenant is in default in rent; or

(c) compliance with the applicable building or housing code requires alteration, remodeling, or demolition that would effectively deprive the tenant of use of the lot.

(5) The maintenance of an action under subsection (4) of this section does not release the landlord from liability under 70-33-404(2)."

Section 6. Section 70-33-433, MCA, is amended to read:

"70-33-433. Grounds for termination of rental agreement ~~--eviction process--~~. (1) If there is a noncompliance by the tenant with the rental agreement or with a provision of 70-33-321, the landlord may deliver a written notice to the tenant pursuant to 70-33-106 specifying the acts or omissions constituting the noncompliance and stating that the rental agreement will terminate ~~upon~~on the date specified in the notice that may not be less than the minimum number of days after receipt of the notice provided for in this section. The rental agreement terminates as provided in the notice for one or more of the following reasons and subject to the following conditions:

(a) nonpayment of rent, late charges, or common area maintenance fees as established in the rental agreement, for which the notice period is 7 days;

(b) pursuant to subsection (4), a violation of a rule other than provided for in subsection (1)(a) that does not create an immediate threat to the health and safety of any other tenant or the landlord or manager, for which the notice period is 14 days;

(c) a violation of a rule that creates an immediate threat to the health and safety of any other tenant or the landlord or manager, for which the notice period is 24 hours;

(d) late payment of rent, late charges, or common area maintenance fees, as established in the rental agreement, three or more times within a 12-month period if written notice is given by the landlord after each failure to pay, as required by subsection (1)(a), for which the notice period for termination for the final late payment is 30 days;

(e) a violation of a rule that creates an immediate threat to the health and safety of any other tenant or the landlord or manager whether or not notice was given pursuant to subsection (1)(c) and the violation was remedied as provided in subsection ~~(3)~~ (3), for which the notice period is 14 days;

(f) pursuant to subsection (4), two or more violations within a 6-month period of the same rule for which notice has been given for each prior violation, as provided in subsection (1)(a), (1)(b), or (1)(c), for which the notice period for the final violation is 30 days;

(g) two or more violations of 70-33-321(1) within a 6-month period, for which the notice period for the final violation is 14 days;

(h) any violation of 70-33-321(3) or (4), for which the notice period is as provided in 70-33-422(1);

(i) disorderly conduct that results in disruption of the rights of others to the peaceful enjoyment and use of the premises, for which the notice period is 7 days;

(j) any other noncompliance or violation not covered by subsections (1)(a) through (1)(i) that endangers other tenants or mobile home park personnel or the landlord or manager or causes substantial damage to the premises, for which the notice period is 14 days;

(k) conviction of the mobile home owner or a tenant of the mobile home owner of a violation of a federal or state law or local ordinance, when the violation is detrimental to the health, safety, or welfare of other tenants or the landlord or manager or the landlord's documentation of a violation of the provisions of Title 45, chapter 9, for which the notice period is 14 days; and

(l) changes in the use of the land if the requirements of subsection ~~(2)~~ (2) are met, for which the

notice period is 180 days;

~~(m) any legitimate business reason not covered elsewhere in this subsection (1) if the landlord meets the following requirements:~~

~~(i) the termination does not violate a provision of this section or any other state statute; and~~

~~(ii) the landlord has given the mobile home owner or tenant of the mobile home owner a minimum of 90 days' written notice of the termination.~~

~~(2)(2)~~ (a) If a landlord plans to change the use of all or part of the premises from mobile home lot rentals to some other use, each affected mobile home owner must receive notice from the landlord as follows:

~~(a)(i)~~ The landlord shall give the mobile home owner and a tenant of the mobile home owner at least ~~15~~ 30 days' written notice that the landlord will be appearing before a unit of local government to request permits for a change of use of the premises.

~~(b)(ii)~~ After all required permits requesting a change of use have been approved by the unit of local government, the landlord shall give the mobile home owner and a tenant of the mobile home owner ~~6~~ 12 months' written notice of termination of tenancy. If the change of use does not require local government permits, the landlord shall give the written notice at least ~~6~~ 12 months prior to the change of use. In the notice the landlord shall disclose and describe in detail the nature of the change of use.

~~(c)(iii)~~ Prior to entering a rental agreement during the ~~6-month~~ 12-month notice period referred to in subsection ~~(2)(b)~~ (2)(a)(ii), the landlord shall give each prospective mobile home owner and any tenant of the mobile home owner whose identity and address have been provided to the landlord written notice that the landlord is requesting a change in use before a unit of local government or that a change in use has been approved.

(b) A landlord may terminate a rental agreement in order to change the land use of all or part of the premises of a mobile home park only if the landlord has notified the board and each mobile home owner or tenant whose lease will be terminated of the intended change of land use by certified or registered mail at least 1 year before the date of the change of use.

~~(3)(3)~~ Subject to the right to terminate in subsections (1)(d) through (1)(k), if the noncompliance described in subsections (1)(a) through (1)(c) is remediable by repairs, the payment of damages, or otherwise and the tenant adequately remedies the noncompliance before the date specified in the notice, the rental

agreement does not terminate as a result of that noncompliance.

(4) Violation of a mobile home park rule or regulation as provided in subsections (1)(b) or (1)(f) is grounds for termination only if:

(a) the rule has been properly promulgated pursuant to 70-33-311;

(b) the rule is not a significant modification of the existing lease agreement; and

(c) the tenant had at least 60 days' notice of the rule before the violation took place.

(4)(5) For the purposes of calculating the total number of notices given within a 12-month period under subsection (1)(d), only one notice for each violation per month may be included in the calculation.

(6) The landlord may terminate the rental agreement as allowed in subsection (1) or evict the tenant only by court process. No eviction may be ordered if the court determines that the eviction proceeding is a retaliatory act in violation of 70-33-431.

(7) This section is binding on any purchaser of the mobile home park and any successor in interest to the landlord."

Section 7. Appropriation. There is appropriated \$20,000 from the general fund to the department of commerce for the fiscal year beginning July 1, 2023, to develop and disseminate educational materials to mobile home owners as defined in 70-33-103 that inform mobile home owners of the statutory revisions to the Montana Residential Mobile Home Lot Rental Act made in [this act].

Section 8. Severability. If a part of [this act] is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of [this act] is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

Section 9. Effective date. [This act] is effective on passage and approval.

- END -

I hereby certify that the within bill,
HB 889, originated in the House.

Chief Clerk of the House

Speaker of the House

Signed this _____ day
of _____, 2023.

President of the Senate

Signed this _____ day
of _____, 2023.

HOUSE BILL NO. 889

INTRODUCED BY J. KARLEN, P. FLOWERS

AN ACT GENERALLY REVISING THE MONTANA RESIDENTIAL MOBILE HOME LOT RENTAL ACT; PROVIDING ADDITIONAL RENTAL AGREEMENT TERMS; LIMITING A LANDLORD'S ABILITY TO INTERFERE WITH THE SALE OF A MOBILE HOME; PROVIDING ADDITIONAL PROTECTIONS TO A RESIDENT ASSOCIATION; PROVIDING ADDITIONAL ACTIONS DEEMED RETALIATORY BY A LANDLORD; REVISING REASONS FOR AND THE PROCESS OF A LAWFUL TERMINATION OF A RENTAL AGREEMENT; PROVIDING AN APPROPRIATION; AMENDING SECTIONS 70-33-103, 70-33-201, 70-33-305, 70-33-314, 70-33-431, AND 70-33-433, MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.