

Colorado Legal Services

Legal help for low-income Coloradans seeking assistance with civil legal needs



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Mobile Home Eviction - for Cause in Colorado

How can my landlord evict me from my mobile home park?

In order to evict you from your mobile home park for a reason other than nonpayment of rent, your landlord must serve you with a written 90-day Notice to Quit (or fewer days in certain situations, described below). If your home is a multi-sectional mobile home, then the notice must also be a written 90-day Notice to Quit.

The other information which must be on this notice is as follows:

- The name of the landlord or the mobile home park.
- The mailing address of the property.
- The location or lot number where the mobile home is located.
- The county where the mobile home is situated.
- The date your tenancy is terminated.
- The reason for termination of your tenancy.

What reasons can my landlord give for evicting me from my mobile home?

Under Colorado law, a landlord or owner can evict you from your rented mobile home park lot only for certain reasons. For all reasons other than number 4 and number 6, you will have a 90 day notice. Notice periods for those reasons are specified below. The reasons are as follows:

1. You do not follow local and state laws and regulations concerning mobile homes and mobile home lots.
2. Your conduct on the mobile home park premises which results in an annoyance to other tenants or interference with park management.
3. You do not follow written rules and regulations of the mobile home park.
4. Condemnation or the change of use of the mobile home park by a governmental agency. In this situation, the mobile home park owner must within seventeen (17) days, notify you, the home owner, in writing of the terms of the condemnation notice he or she receives. In those cases where the zoning law allows the landlord to change the use of his or her land without obtaining the consent of the zoning authority, the landlord must mail each mobile home owner written notice, advising the mobile home owner of the landlord's intent to evict not less than six months before the change of use of the land.

5. If you make false or misleading statements on your application for tenancy.
6. Your conduct or the conduct of a lessee, a guest, agent, invitee or associate of yours or your lessees that:
 1. Occurs on the mobile home park premises and unreasonably endangers the life of the landlord, any homeowner or lessee of the mobile home park, any person living in the park or any guest, agent, invitee, or associate of the homeowner or lessee of the homeowner;
 2. Occurs on the mobile home park premises and constitutes willful, wanton or malicious damage to or destruction of property of the landlord, any homeowner, lessee of the mobile home park, any person living in the park or any guest, agent, invitee or associate of the homeowner or lessee of the homeowner;
 3. Occurs on the mobile home park premises and constitutes a felony or is the basis for a pending action to declare the mobile home or its contents a public nuisance.

In the situations under reason 6, you will receive a 10 day notice to quit.

If the reason for the eviction is your failure to comply with the written rules and regulations of the mobile home park, you must be given an opportunity for ninety days from the date of the notice to quit, to cure (fix) the rule/regulation violation; and you cannot be evicted if the violation is fixed within the ninety days. However, if you were given a right to fix a violation with the last twelve months, and did fix the violation, but then you violate the same rule or regulation within twelve months, you do not have the right to fix the second violation.

If the reason for termination is a “substantial violation”, the landlord can give a ten-day termination notice and no right to cure is required.

What happens if I don't move my home off the lot within the stated time of the written notice?

If you do not fix the violation or move your mobile home off the lot within the stated time of the written notice,, your landlord can then file an eviction action against you. You will be served with a Summons and Complaint in the eviction case. The Summons will tell you when you have to appear in court to file an Answer, and the Complaint will state the grounds for the eviction.

On the first court date, you have the opportunity to file a written Answer stating the legal reasons why you should not be evicted. If you do not appear in court on the first court date, you will lose the case and a default judgment will be entered against you. Please be aware that in some counties a trial will be held on the same day that you file a written Answer.

If the judge wants to have a trial on the same day that you file your written Answer and you need more time to prepare for the trial or time to obtain legal representation or need to time to serve subpoenas on persons who would testify on your behalf, you should request a continuance (delay) of the trial. The Courts in the Denver Metropolitan area will usually schedule a trial approximately one week after you file a written answer. If you request a delay in the trial date, the Court may require you to pay money into the Court as a condition of granting the delay.

If you choose to file an Answer you must pay a filing fee of \$80. Court filing fees can change, so to make sure that is the correct fee [click here](#) and on that website choose "JDF 1 - Filling Fees".

If you do not have the money for the filing fee, you may request AND receive permission to file without the filing fee. You can request permission on form JDF 205 and JDF 206 which you can get online ([click here to print and complete JDF 205 and JDF 206](#)), or from the Clerk of the County Court. When you file a written Answer, the court will set a trial date, usually five (5) working days after the appearance date stated on the Summons. In order to prevent eviction, you must present a legal defense to the claim of the landlord in your Answer and at trial.

What if I want to assert my rights to stay in my mobile home?

Some examples of ways to assert your rights to stay in your mobile home are as follows:

1. The landlord's reason(s) as stated in your eviction notice is/are untrue.
2. The landlord did not serve you with a written notice to quit.
3. You were served with a written notice to quit, but it did not contain all the required information on it.
4. You have cured, remedied, fixed or otherwise corrected the problem that your landlord is attempting to evict you for within the applicable time period stated in the termination notice.
5. If your landlord accepted the rent after knowing about an alleged valid reason to evict you, your landlord may have given up his legal right to evict you for that reason.
6. The portion of the lease that your landlord claims you have violated is not a material (very important) provision of the lease.
7. You and your landlord did not sign a written lease when you first moved in or during the time you have lived there.
8. You cannot be evicted if your landlord's only reason to evict you is to make your lot available for another mobile home or trailer. You should put this defense in your Answer if it is true.

What can happen with my case?

If you convince the Judge that you have a legal defense, the Judge will let you keep your mobile home on your rented lot. If the landlord wins the case, the court shall immediately issue a Writ of Restitution, which the landlord may take to the Sheriff. When the Sheriff receives the Writ of Restitution, the Sheriff must serve the mobile home owner with notice of the court's decision and entry of judgment. The notice of judgment shall state that at a specified time, not less than 30 days from the entry of judgment, the Sheriff will return to serve a Writ of Restitution and supervise the peaceful and orderly removal of the mobile home under court order. The notice of judgment must advise the home owner to prepare the mobile home for removal from the premises by removing the skirting, disconnecting utilities, attaching tires, and otherwise making the mobile home safe and ready for highway travel.

If you fail to have your mobile home safe and ready for removal, or if bad weather or other unforeseen problems prevent removal of your mobile home, the landlord and Sheriff may extend the time for removal to allow the landlord to arrange to have your mobile home ready for travel, or to allow removal at a less hazardous time.

If you do not remove your mobile home within the time period allowed, the landlord and sheriff have the right to remove possession of the mobile home and put it in storage. If this occurs, you

will be liable for all moving costs, storage costs and any money owed to the landlord as ordered by the judge. Alternatively, the landlord may obtain a court order permitting the landlord to leave your mobile home in place, but lock you out of it. If that happens, the landlord must give you access to the mobile home to remove your personal possessions.

You will have at least 30 days from the time of the ruling to remove the home and vacate the premises. If you wish to extend such period beyond the thirty days from the date of the ruling, but not more than 60 days total, you should prepay the landlord an amount equal to any total amount declared by the court to be due to the landlord, as well as a day by day share of rent for each day following the court's ruling that you will remain on the premises beyond 30 days, up to 60 days total. All prepayments should be paid by certified check, by cashier's check, or by wire transfer and be paid no later than 30 days after the court ruling.

What if I do not have any legal defenses?

If you do not have any legal defenses, it is wise to try and negotiate with your landlord for additional time to pay the lot rent so you can avoid an eviction and be permitted to remain living in your mobile home. You can do this either on the Answer date or on the trial date. In some counties in Colorado the date to file an answer is the same as the date the trial will take place. This does not include counties in the Denver metropolitan area. **DO NOT** agree to pay money in an amount that exceeds what you can truly afford. **Make sure that any agreement that you negotiate with your landlord is put in writing. Keep a signed copy of all agreements made with the landlord.** If there is anything in the agreement that you do not completely understand, ask the Judge to explain it to you. You will be bound by any agreement that you enter into, so make sure that you fully understand it. **Remain in court until you tell the Judge about your agreement, even if the landlord or landlord's attorney tells you that you can leave.**

As you negotiate, remember that the landlord or landlord's attorney represents the landlord's interests. He or she is not your friend and may give you information which is not completely true. Use your head and if you are told something that does not sound right, investigate it before entering into an agreement which you may later regret.

You should be aware that many older mobile homes cannot be legally moved from their current location or cannot be installed in another mobile home park. If your mobile home is one of those, you should consider making an agreement with the landlord to transfer ownership of the mobile home to the landlord in exchange for a payment from the landlord or the landlord's forgiveness of any debt you may owe.

You may also want to consider selling the mobile home to a new owner. Many mobile home parks will work with tenants to allow the sale of the mobile home, so that the park does not have an empty lot or have to go to the expense of removing the home or demolishing an unmovable mobile home

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