

Colorado Legal Services

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



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Mobile Home - Eviction for Non-Payment of Lot Rent in CO

What is the definition of a mobile home park?

A mobile home park is land used for the continuous accommodation of five or more occupied mobile homes which management operates for a profit.

What does the landlord have to do to evict me for non-payment of the lot rent for a mobile home park?

Your landlord must first serve you with a ten (10) day written notice. It must include the following information:

- The name of the landlord or mobile home park
- The signature of the landlord or manager
- The mailing address of the property
- The location or lot number of the mobile home which the Landlord want to evict
- The county in which the mobile home is located
- Demand that you pay the full amount of lot rent owed, or return possession of the mobile home lot within ten (10) days after the notice is served or posted
- Have a separate “Important Notice to the Homeowner” which explains your legal rights.

The notice must be personally handed to you or to a member of your family over the age of 15 who lives in the mobile home. If no one is home, the Landlord may post the notice by taping it to the front door of the home.

If you can, make the full payment within the ten (10) days of the notice, but if you can't pay you should try to negotiate with your landlord an extension of time to pay the rent. If an agreement is reached, it should be put in writing and signed and dated by the landlord and tenant.

If you do not pay the full amount of lot rent owed within ten (10) days and do not remove your mobile home, your landlord can then file an eviction case 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. The court date will be in no less than 7 days. If you want to contest the eviction, then at the court date, you must file a written Answer stating the legal reasons why you should not be evicted. If you do not appear in court and file an Answer, you will

lose the case automatically and the landlord gets the right to possess your lot. If you choose to file an Answer, you must pay a filing fee. If you do not have the filing fee, you must request and receive permission to file without the filing fee. You can request permission on court form JDF 205 ([click here](#) for a copy of the form to print out) or you can get the form from the Clerk of the County Court.

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 most metropolitan areas will usually schedule a trial approximately one week after you file a written Answer. However, in some counties, the trial will be on the same day as your first appearance. Check with the Clerk of the Court to find out how it works in your county. If you are requesting more time than that, the Court may require you to pay some money into the Court to be sure that if the landlord wins, the landlord will be compensated for the delay.

Is there anything I can try to do to prevent eviction?

In order to prevent eviction, you must present a legal defense to the claim(s) of the landlord in your Answer and at trial. You should be prepared to proceed with all your documents and witnesses.

Some examples of legal defenses in non-payment eviction cases are:

- You were not served with a written ten-day demand for rent or possession
- You were served with the notice but it does not have all the information required
- You may have attempted to pay the full amount of rent owed within the ten days of the notice and the landlord has wrongfully refused to accept it (be aware that it is not sufficient to tell the landlord you "will" pay what is owed. You need to actually have the money in hand and offer it to the landlord.)
- Your landlord improperly raised your rent before your lease expired, or by giving less than 60 days advance notice of the increase, and as a result, you do not owe the increased rent the landlord is claiming
- The landlord improperly calculated the amount of rent, fees and other charges
- The fees are not permitted under the [Colorado Mobile Home Park Act](#) or other legal grounds
- The Landlord owes you money for some reason
- The Landlord has a history of accepting late rent from you and failed to give you reasonable notice that you had to pay on time for that month

What happens next?

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 you 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, when the Sheriff will return to serve a Writ of Restitution and supervise the peaceful

and orderly removal of your mobile home under court order. The notice of judgment must advise you to prepare your 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. This agreement is not required, but it is a good thing to ask for.

If you do not remove your mobile home within the time period allowed, the landlord and sheriff have the right to remove your 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 owner as ordered by the judge. Alternatively, the landlord may get the Court's permission to leave your mobile home in place, but lock you out of it.

Can I get an extension of time to remove the mobile home?

You will have at least 30 days from the time of the ruling to remove your home and vacate the premises. If you wish to extend this 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, up to 60 days total. So, if your lot rent is \$500/month, your daily rent will be about \$17. 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 the mobile home is not removed in the time allowed?

If the mobile home is not removed within the time period allowed, the landlord and sheriff have the right to remove the mobile home and put it in storage. If this happens, the tenant may be responsible for all moving costs, storage costs and any money owed to the owner as ordered by the judge.

Costs of removal, storage, and damage prevention can be paid by any party, but those costs will run with the mobile home and be the responsibility of the individual who ultimately claims the mobile home. C.R.S. § 32-12-208(e)

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.

Was this resource helpful? **[Click here](#)** and let us know - thanks.

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