

**HOUSE BILL NO. 230**

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-FOURTH LEGISLATURE - FIRST SESSION

**BY REPRESENTATIVE GRAY**

**Introduced: 5/18/25**

**Referred: Labor and Commerce, Finance**

**A BILL**

**FOR AN ACT ENTITLED**

1 **"An Act relating to mobile home parks; and relating to limiting mobile home park rent**  
2 **increases."**

3 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

4 **\* Section 1.** AS 34.85.190 is amended to read:

5 **Sec. 34.85.190. Definitions.** In AS 34.85.010 - 34.85.195 [THIS CHAPTER],  
6 unless the context requires otherwise,

7 (1) "affixation affidavit" means an affixation affidavit under  
8 AS 34.85.060;

9 (2) "department" means the Department of Administration;

10 (3) "manufactured home" has the meaning given in AS 45.29.102;

11 (4) "permanently affixed" means when a manufactured home is  
12 permanently affixed under AS 34.85.150;

13 (5) "severance affidavit" means a severance affidavit under  
14 AS 34.85.120.

1 \* **Sec. 2.** AS 34.85.195 is amended to read:

2 **Sec. 34.85.195. Short title. AS 34.85.010 - 34.85.195** [THIS CHAPTER] may  
3 be cited as the Manufactured Home Property Act.

4 \* **Sec. 3.** AS 34.85 is amended by adding new sections to read:

5 **Article 2. Mobile Home Parks.**

6 **Sec. 34.85.200. Notice of proposed lease, sale, or transfer.** (a) If a mobile  
7 home park owner receives an offer for the sale, lease, or transfer of the mobile home  
8 park that the owner intends to accept, the owner shall, at least 90 days before making a  
9 final unconditional acceptance of the offer, give notice by

10 (1) delivery to each mobile home in the mobile home park; and

11 (2) certified mail, with return receipt requested, to

12 (A) the owner of each mobile home in the mobile home park;

13 (B) the Alaska Housing Finance Corporation; and

14 (C) the office of the building inspector for the municipality in

15 which the mobile home park is located, if any.

16 (b) The notice required by this section must include

17 (1) a statement advising the recipient of the intended sale, lease, or  
18 other transfer of the mobile home park;

19 (2) a statement of the mobile home owner's rights under AS 34.85.200  
20 - 34.85.290 and the deadlines for exercising those rights;

21 (3) the price, terms, and conditions of the offer, and a copy of the  
22 proposed purchase agreement, if any; if a proposed sale includes more than one  
23 mobile home park or a mobile home park and one or more other unrelated properties  
24 in a single transaction, both the aggregate price and the price of the mobile home park  
25 where the mobile home owner receiving the notice resides must be included.

26 (c) Within five days after receiving the notice required under this section, the  
27 Alaska Housing Finance Corporation shall post the notice on its public Internet  
28 website and make the notice available to any individual or organization upon request.

29 (d) A mobile home park owner may accept an offer for the sale, lease, or  
30 transfer of the mobile home park before providing the notice required under this  
31 section and the purchase opportunity required under AS 34.85.200 - 34.85.290 as long

1 as the acceptance of the offer is contingent on providing the required notice and  
2 purchase opportunity.

3 **Sec. 34.85.210. Resident purchase opportunity.** (a) Not later than the 90th  
4 day after a mobile home park owner mails the notices required under AS 34.85.200, a  
5 resident homeowner group may deliver in writing a proposed purchase agreement for  
6 the mobile home park to the owner.

7 (b) The proposed purchase agreement must include a statement that the  
8 owners of more than 50 percent of mobile homes in the mobile home park that are  
9 occupied by the homeowner or a family member of the homeowner support submitting  
10 the proposed purchase agreement. A homeowner may express support for the  
11 proposed purchase agreement by signing a petition or other document that states the  
12 homeowner's support.

13 (c) A mobile home park owner shall consider a resident homeowner group's  
14 proposed purchase agreement and negotiate with the group in good faith to determine  
15 whether a mutual agreement can be reached to enable the group to purchase the  
16 mobile home park. The duty to negotiate in good faith includes a duty to make the  
17 same information available to a resident homeowner group that the mobile home park  
18 owner provides to another prospective purchaser. If the mobile home park owner  
19 rejects the resident homeowner group's proposed purchase agreement, the owner shall  
20 provide a good faith reason in writing to the group within three days after the date of  
21 the rejection.

22 (d) If a proposed purchase agreement matches the price and contains  
23 substantially the same terms and conditions as a competing offer, the owner shall  
24 allow the group to purchase the mobile home park at the price and under the terms and  
25 conditions in the group's proposed purchase agreement.

26 (e) If the mobile home park owner does not receive a proposed purchase  
27 agreement from a resident homeowner group in accordance with this section, the  
28 mobile home park owner has no further duties under AS 34.85.200 - 34.85.290 with  
29 respect to the proposed sale, lease, or transfer of the mobile home park.

30 (f) A mobile home park owner may not unreasonably refuse to enter into or  
31 unreasonably delay the execution of a purchase agreement with a resident homeowner

1 group that proposes a purchase agreement that satisfies the requirements of this  
2 section and matches the price and contains substantially the same terms and conditions  
3 of an offer for which the mobile home park owner is required to give notice under  
4 AS 34.85.200.

5 **Sec. 34.85.220. Requirements for offer.** A mobile home park owner may  
6 accept an offer for the sale, lease, or transfer of a mobile home park only if

7 (1) the price, terms, and conditions of the offer are universal and  
8 applicable to all potential buyers; and

9 (2) the offer does not contain provisions penalizing the mobile home  
10 park owner for entering into a purchase agreement with a resident homeowner group.

11 **Sec. 34.85.230. Financing and closing.** (a) A mobile home park owner may  
12 not reject a proposed purchase agreement solely because the agreement includes a  
13 financing contingency.

14 (b) If a resident homeowner group and the mobile home park owner enter into  
15 a purchase agreement for the mobile home park, the group has 90 days from the date  
16 of the agreement to arrange all necessary financing and a commercially reasonable  
17 time to close on the sale. The parties to the agreement may allow a resident  
18 homeowner group a longer period to arrange financing.

19 (c) If the resident homeowner group fails to arrange all necessary financing  
20 within 90 days after the date of the purchase agreement, or a longer period as agreed to  
21 by the parties, or fails to close on the sale in compliance with the agreement, the  
22 mobile home park owner has no further duties under AS 34.85.200 - 34.85.290 with  
23 respect to the proposed sale, lease, or transfer of the mobile home park.

24 (d) A mobile home park owner may not unreasonably delay the execution of a  
25 purchase agreement with or the closing of a sale to a resident homeowner group.

26 **Sec. 34.85.240. Subsequent offer.** If a mobile home park owner provides the  
27 notice and purchase opportunity required under AS 34.85.200 - 34.85.290 for an offer  
28 for the sale, lease, or transfer of the mobile home park, a purchase agreement is not  
29 reached between the owner and a resident homeowner group, and the owner then  
30 receives an offer at a different price or with different terms and conditions that the  
31 owner intends to accept, the requirements of AS 34.85.200 - 34.85.290 apply

1 separately to that subsequent offer.

2 **Sec. 34.85.250. Recording.** (a) A mobile home park owner may record, in the  
3 office of the recorder of the recording district in which the mobile home park is  
4 located, an affidavit certifying that

5 (1) the mobile home park owner has complied with the requirements of  
6 AS 34.85.200 - 34.85.290; the mobile home park owner shall include with the  
7 affidavit a copy of the notice sent to the owners of mobile homes in the mobile home  
8 park; or

9 (2) the sale, lease, or transfer of the mobile home park is exempt under  
10 AS 34.85.290.

11 (b) An affidavit filed by a mobile home park owner in accordance with this  
12 section is presumptive evidence of compliance with the requirements of AS 34.85.200  
13 - 34.85.290 for the purposes of good title in the hands of a bona fide purchaser.

14 (c) The failure of a mobile home park owner to file an affidavit in accordance  
15 with this section is presumptive evidence of noncompliance with the requirements of  
16 AS 34.85.200 - 34.85.290.

17 (d) A resident homeowner group that makes an offer to purchase the mobile  
18 home park under AS 34.85.210 may record, in the office of the recorder of the  
19 recording district in which the mobile home park is located, notice that the resident  
20 homeowner group has made an offer.

21 **Sec. 34.85.260. Assignment.** A resident homeowner group may assign its  
22 rights under AS 34.85.200 - 34.85.290 to a municipality where the mobile home park  
23 is located, a nonprofit organization, or a state agency, including a public corporation,  
24 for the purpose of continuing the use of the property as a mobile home park. The  
25 municipality, nonprofit organization, or state agency must consent and have authority  
26 to accept the assignment. The assignment may be contingent on financing and closing  
27 in accordance with a purchase agreement. Upon assignment, the assignee is entitled to  
28 exercise the rights granted to the resident homeowner group under AS 34.85.200 -  
29 34.85.290.

30 **Sec. 34.85.270. Resident homeowner groups.** (a) A resident homeowner  
31 group that is formed after the issuance of notice as provided by AS 34.85.200 is

1 entitled to exercise the rights granted to resident homeowner groups under  
 2 AS 34.85.200 - 34.85.290, including the right to a purchase opportunity under  
 3 AS 34.85.210.

4 (b) A resident homeowner group may allow a resident owner of a home in the  
 5 mobile home park to become a member of the group, even if the home is not a mobile  
 6 home.

7 (c) A resident homeowner group may designate an agent to act on its behalf.

8 **Sec. 34.85.280. Enforcement.** (a) A mobile home park owner who sells,  
 9 leases, or transfers a mobile home park and fails to comply with the requirements of  
 10 AS 34.85.200 - 34.85.290 is liable to the resident homeowner group for the mobile  
 11 home park in the amount of \$100,000 or 20 percent of the total sale price, whichever  
 12 is greater.

13 (b) A violation of AS 34.85.200 - 34.85.290 is an unfair trade practice under  
 14 AS 45.50.471.

15 (c) The attorney general and, if the mobile home park is located in a  
 16 municipality, the municipality, may bring an action in the superior court to enforce  
 17 AS 34.85.200 - 34.85.290.

18 (d) A resident homeowner group may bring an action in the superior court to  
 19 enforce AS 34.85.200 - 34.85.290. If a resident homeowner group prevails in an action  
 20 under this section, the court shall award full reasonable attorney fees and costs to the  
 21 group.

22 (e) A mobile home park owner's lack of knowledge of the requirements of  
 23 AS 34.85.200 - 34.85.290 is not a defense to an action brought under this section.

24 **Sec. 34.85.290. Exemptions.** (a) Except as provided by (c) of this section,  
 25 AS 34.85.200 - 34.85.290 do not apply to a

26 (1) sale, lease, or transfer to a family member of a mobile home park  
 27 owner or to a trust of which a family member of the mobile home park owner is a  
 28 beneficiary;

29 (2) transfer by gift, devise, or operations of law;

30 (3) sale, lease, or transfer

31 (A) by a partnership or limited liability company to a partner or

1 member of the partnership or limited liability company;

2 (B) between joint tenants or tenants in common; or

3 (C) by a business entity to a subsidiary or affiliate of the entity;

4 (4) lease of a lot or space within the mobile home park to an individual  
5 who will live in a mobile home on the lot or space;

6 (5) conveyance of an interest in the mobile home park that is incidental  
7 to the financing of the mobile home park; or

8 (6) sale or transfer by eminent domain.

9 (b) The exemptions under this section do not transfer to a later resale, lease, or  
10 transfer of a mobile home park. A later resale, lease, or transfer must independently  
11 meet the criteria for an exemption under this section.

12 (c) The exemptions under this section do not apply to a transaction that is  
13 made in bad faith, that is not made for a legitimate business or familial purpose, or that  
14 is made for the primary purpose of avoiding the provisions of AS 34.85.200 -  
15 34.85.290.

### 16 **Article 3. Rent Increase Limit.**

17 **Sec. 34.85.300. Mobile home park lease and rent increase limit.** (a) A  
18 mobile home park operator may not increase the amount charged to lease or rent a lot  
19 or space in the mobile home park by more than five percent each year.

20 (b) A violation of this section is an unfair trade practice under AS 45.50.471.

21 (c) A person harmed by a violation of this section may bring an action in the  
22 superior court.

### 23 **Article 4. General Provisions.**

24 **Sec. 34.85.990. Definitions.** In this chapter,

25 (1) "family member" means a spouse, child, parent, or grandparent of a  
26 mobile home owner or mobile home park owner, related by blood, adoption, or  
27 marriage, or a descendent of one of those individuals;

28 (2) "mobile home"

29 (A) means a structure that is transportable in one or more  
30 sections, is built on a permanent chassis, and is designed to be used as a  
31 dwelling with or without a permanent foundation when connected to the

1 required utilities, along with the plumbing, heating, air-conditioning, and  
2 electrical systems contained in the structure, and

3 (i) in the traveling mode, is eight body feet or more in  
4 width or 40 body feet or more in length, or, when erected on site, is 320  
5 or more square feet;

6 (ii) with respect to which the manufacturer voluntarily  
7 files a certification required by the United States Secretary of Housing  
8 and Urban Development and complies with the standards established  
9 under 42 U.S.C.; or

10 (iii) was manufactured before June 15, 1976;

11 (B) does not include a self-propelled vehicle;

12 (3) "mobile home park" means real property on which two or more lots  
13 or spaces for mobile homes are offered for lease or rent;

14 (4) "resident homeowner group" means a corporation, cooperative,  
15 organization, group, or association, formal or informal, that consists of mobile home  
16 owners in a mobile home park and that is governed by and open to all mobile home  
17 owners in the mobile home park.

18 \* **Sec. 4.** AS 45.50.471(b) is amended by adding new paragraphs to read:

19 (58) violating AS 34.85.200 - 34.85.290 (mobile home park purchase  
20 opportunity);

21 (59) violating AS 34.85.300 (mobile home park lease and rent increase  
22 limit).