

562B.14 Disclosure and tender of written rental agreement.

1. The landlord shall offer the tenant the opportunity to sign a written agreement for a mobile home space.

2. The landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall disclose to the tenant in writing at or before entering into the rental agreement the name and address of:

a. The person authorized to manage the manufactured home community or mobile home park.

b. The owner of the manufactured home community or mobile home park or a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

3. The information required to be furnished by [this section](#) shall be kept current and refurbished to the tenant upon the tenant's request. When there is a new owner or operator [this section](#) extends to and is enforceable against any successor landlord, owner or manager.

4. A person who fails to comply with [subsections 1 and 2](#) becomes an agent of each person who is a landlord for the following purposes:

a. Service of process and receiving and receipting for notices and demands.

b. Performing the obligations of the landlord under [this chapter](#) and under the rental agreement and expending or making available for the purpose all rent collected from the manufactured home community or mobile home park.

5. If there is a written rental agreement, the landlord must tender and deliver a signed copy of the rental agreement to the tenant and the tenant must sign and deliver to the landlord one fully executed copy of such rental agreement within ten days after the agreement is executed. Noncompliance with [this subsection](#) shall be deemed a material noncompliance by the landlord or the tenant, as the case may be, of the rental agreement.

6. a. The landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall provide a written explanation of utility rates, charges, and services to the prospective tenant before the rental agreement is signed unless the utility charges are paid by the tenant directly to the utility company.

b. Tenants shall be notified of any increase in utility rates or charges in the manner set forth in [subsection 7](#) for rent increases, unless the landlord does not receive at least ninety days' prior notice of such increase from the utility provider, in which case no prior notice of the increase from the landlord to the tenant is required for the increase to be effective.

c. Nothing in [this chapter](#) shall authorize a landlord to meter a premises contrary to applicable law, rule, or tariff, or assess a utility charge to the tenant contrary to applicable law, rule, or tariff.

7. Each tenant shall be notified, in writing, of any rent increase at least ninety days before the effective date. Such effective date shall not be sooner than the expiration date of the original rental agreement or any renewal or extension thereof.

[C79, 81, §562B.14]

[2001 Acts, ch 153, §16](#); [2022 Acts, ch 1070, §5 – 8](#)

Referred to in [§562B.6](#), [562B.7](#), [562B.9](#)

2022 amendment to subsection 7 applies to rent increases first noticed under [chapter 562B](#) occurring on or after May 17, 2022; 2022 Acts, ch 1070, §7

Subsections 6 and 7 amended