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HOUSE FILE 2135

By COMMITTEE ON STATE GOVERNMENT

(Formerly Study Bill 345)

Passed House, Date 2-16-78 (7-5-78) Passed Senate, Date \_\_\_\_\_

Vote: Ayes 73 Nays 16 Vote: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

Approved \_\_\_\_\_

## A BILL FOR

1 An Act to establish a mobile home parks residential landlord  
2 and tenant act and providing civil penalties.

3 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

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DIVISION I  
GENERAL PROVISIONS

Section 1. NEW SECTION. SHORT TITLE. This chapter shall be known and may be cited as the mobile home parks residential landlord and tenant act.

Sec. 2. NEW SECTION. PURPOSES. Underlying purposes and policies of this chapter are:

1. To simplify, clarify and establish the law governing the rental of mobile home spaces and rights and obligations of landlord and tenant.
2. To encourage landlord and tenant to maintain and improve the quality of mobile home housing.

Sec. 3. NEW SECTION. SUPPLEMENTARY PRINCIPLES OF LAW APPLICABLE. Unless displaced by the provisions of this Act, the principles of law and equity, including the law relating to capacity to contract, mutuality of obligations, principal and agent, real property, public health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy or other validating or invalidating cause supplement its provisions.

Sec. 4. NEW SECTION. ADMINISTRATION OF REMEDIES; ENFORCEMENT.

1. The remedies provided by this Act shall be so administered that the aggrieved party may recover appropriate damages. The aggrieved party has a duty to mitigate damages.
2. Any right or obligation declared by this Act is enforceable by action unless the provision declaring it specifies a different and limited effect.

Sec. 5. NEW SECTION. EXCLUSIONS FROM APPLICATION OF CHAPTER. The provisions of this Act shall not be applicable to an occupancy in or operation of public housing as authorized, provided or conducted pursuant to chapter four hundred three A (403A) of the Code, or pursuant to any federal law or regulation with which it might conflict.

Sec. 6. NEW SECTION. JURISDICTION AND SERVICE OF PROCESS.

1 1. The appropriate district court of this state may  
2 exercise jurisdiction over a landlord with respect to conduct  
3 in this state governed by this Act or with respect to any  
4 claim arising from a transaction subject to this Act. In  
5 addition to any other method provided by rule or by statute,  
6 personal jurisdiction over a landlord may be acquired in a  
7 civil action or proceeding instituted in the appropriate  
8 district court by the service of process in the manner provided  
9 by this section.

10 2. If a landlord is not a resident of this state or is  
11 a corporation not authorized to do business in this state  
12 and engages in conduct in this state governed by this Act,  
13 or engages in a transaction subject to this Act, the landlord  
14 shall designate an agent upon whom service of process may  
15 be made in this state. The agent shall be a resident of this  
16 state or a corporation authorized to do business in this  
17 state. The designation shall be in writing and filed with  
18 the secretary of state. If no designation is made and filed  
19 or if process cannot be served in this state upon the  
20 designated agent, process may be served upon the secretary  
21 of state, but the plaintiff or petitioner shall forthwith  
22 mail a copy of this process and pleading by certified mail,  
23 return receipt requested, to the defendant or respondent at  
24 that person's last reasonably ascertained address. If there  
25 is no last reasonably ascertainable address and if the  
26 defendant or respondent has not complied with section fourteen  
27 (14), subsections one (1) and two (2) of this Act, then service  
28 upon the secretary of state shall be sufficient service of  
29 process without the mailing of copies to the defendant or  
30 respondent. Service of process shall be deemed complete and  
31 the time shall begin to run for the purposes of this section  
32 at the time of service upon the secretary of state. The  
33 defendant shall appear and answer within thirty days after  
34 completion thereof in the manner and under the same penalty  
35 as if defendant had been personally served with the summons.

1 An affidavit of compliance with this section shall be filed  
2 with the clerk of the district court on or before the return  
3 day of the process, or within any further time the court  
4 allows. Where applicable, the affidavit shall contain a  
5 statement that defendant or respondent has not complied with  
6 section fourteen (14), subsections one (1) and two (2) of  
7 this Act, or that affiant could not ascertain compliance by  
8 inquiry directed to the secretary of state.

9 Sec. 7. NEW SECTION. GENERAL DEFINITIONS. Subject to  
10 additional definitions contained in subsequent sections of  
11 this Act which apply to specific sections thereof, and unless  
12 the context otherwise requires, in this chapter:

13 1. "Building and housing codes" include any law, ordinance  
14 or governmental regulation concerning fitness for habitation,  
15 or the construction, maintenance, operation, occupancy, use  
16 or appearance of any mobile home park, dwelling unit or mobile  
17 home space.

18 2. "Dwelling unit" excludes real property used to  
19 accommodate a mobile home.

20 3. "Good faith" means honesty in fact in the conduct of  
21 the transaction concerned.

22 4. "Landlord" means the owner, lessor, sublessor or  
23 operator, or any combination thereof, of a mobile home park  
24 and it also means a manager of the mobile home park who fails  
25 to disclose as required by section fourteen (14) of this Act.

26 5. "Mobile Home" means any vehicle without motive power  
27 used or so manufactured or constructed as to permit its being  
28 used as a conveyance upon the public streets and highways  
29 and so designed, constructed, or reconstructed as will permit  
30 the vehicle to be used as a place for human habitation by  
31 one or more persons; but shall also include any such vehicle  
32 with motive power not registered as a motor vehicle in Iowa.

33 6. "Mobile home space" means a parcel of land for rent  
34 which has been designed to accommodate a mobile home and  
35 provide the required sewer and utility connections.

1 7. "Business" includes a corporation, government,  
2 governmental subdivision or agency, business trust, estate,  
3 trust, partnership or association, two or more persons having  
4 a joint or common interest and any other legal or commercial  
5 entity which is a landlord, owner, manager or constructive  
6 agent pursuant to section fourteen (14) of this Act.

7 8. "Owner" means one or more persons, jointly or severally,  
8 in whom is vested all or part of the legal title to property  
9 or all or part of the beneficial ownership and a right to  
10 present use and enjoyment of the mobile home park or space.  
11 The term includes a mortgagee in possession.

12 9. "Mobile home park" shall mean any site, lot, field  
13 or tract of land upon which two or more occupied mobile homes  
14 are harbored, either free of charge or for revenue purposes,  
15 and shall include any building, structure, tent, vehicle  
16 or enclosure used or intended for use as part of the equip-  
17 ment of such mobile home park.

18 10. "Rent" means a payment to be made to the landlord  
19 under the rental agreement.

20 11. "Rental agreement" means agreements, written or those  
21 implied by law, and valid rules and regulations adopted under  
22 section nineteen (19) of this Act embodying the terms and  
23 conditions concerning the use and occupancy of a mobile home  
24 space or a mobile home and a mobile home space.

25 12. "Rental deposit" means a deposit of money to secure  
26 performance of a mobile home space rental agreement under  
27 this chapter other than a deposit which is exclusively in  
28 advance payment of rent.

29 13. "Tenant" means a person entitled under a rental  
30 agreement to occupy a mobile home space to the exclusion of  
31 others.

32 Sec. 8. NEW SECTION. UNCONSCIONABILITY.

33 1. If the court, as a matter of law, finds that:

34 a. A rental agreement or any provision thereof was  
35 unconscionable when made, the court may refuse to enforce

1 the agreement, enforce the remainder of the agreement without  
2 the unconscionable provision, or limit the application of  
3 any unconscionable provision to avoid an unconscionable result.

4 b. A settlement in which a party waives or agrees to  
5 forego a claim or right under this chapter or under a rental  
6 agreement was unconscionable at the time it was made, the  
7 court may refuse to enforce the settlement, enforce the  
8 remainder of the settlement without the unconscionable  
9 provision, or limit the application of any unconscionable  
10 provision to avoid any unconscionable result.

11 2. If unconscionability is put into issue by a party or  
12 by the court upon its own motion the parties shall be afforded  
13 a reasonable opportunity to present evidence as to the setting,  
14 purpose and effect of the rental agreement or settlement to  
15 aid the court in making the determination.

16 Sec. 9. NEW SECTION. NOTICE.

17 1. A person has notice of a fact if that person has actual  
18 knowledge of it, has received a notice or notification of  
19 it or, from all the facts and circumstances known to that  
20 person at the time in question, has reason to know that it  
21 exists. A person "knows" or "has knowledge" of a fact if  
22 that person has actual knowledge of it.

23 2. A person "notifies" or "gives" a notice or notification  
24 to another by taking steps reasonably calculated to inform  
25 the other in ordinary course whether or not the other actually  
26 comes to know of it. A person "receives" a notice or  
27 notification when it comes to that person's attention, or  
28 in the case of the landlord, it is delivered in hand or mailed  
29 by registered mail to the place of business of the landlord  
30 through which the rental agreement was made or at any place  
31 held out by the landlord as the place for receipt of the  
32 communication or delivered to any individual who is designated  
33 as an agent by section fourteen (14) of this Act or, in the  
34 case of the tenant, it is delivered in hand to the tenant  
35 or mailed by registered mail to the tenant at the place held

1 out by the tenant as the place for receipt of the communication  
2 or, in the absence of such designation, to the tenant's last  
3 known place of residence other than the landlord's mobile  
4 home or space, if known.

5 3. "Notice", knowledge, or a notice or notification  
6 received by an organization is effective for a particular  
7 transaction from the time it is brought to the attention of  
8 the individual conducting the transaction and in any event  
9 from the time it would have been brought to that person's  
10 attention if the organization had exercised reasonable  
11 diligence, but such knowledge shall be subject to proof.

12 Sec. 10. NEW SECTION. TERMS AND CONDITIONS OF RENTAL  
13 AGREEMENT.

14 1. The landlord and tenant may include in a rental  
15 agreement terms and conditions not prohibited by this Act  
16 or other rule of law including rent, term of the agreement  
17 and other provisions governing the rights and obligations  
18 of the parties.

19 2. The tenant shall pay as rent the amount stated in the  
20 rental agreement. In the absence of a rental agreement, the  
21 tenant shall pay as rent the fair rental value for the use  
22 and occupancy of the mobile home space.

23 3. Rent shall be payable without demand or notice at the  
24 time and place agreed upon by the parties. Unless otherwise  
25 agreed periodic rent is payable at the beginning of any term  
26 of one month or less, and thereafter, in equal monthly  
27 installments. Rent shall be uniformly apportionable from  
28 day to day.

29 4. Rental agreements shall be for a term of one year and  
30 shall be automatically renewed on a yearly basis unless  
31 otherwise specified in the original written or oral rental  
32 agreement or any renewal thereof or may be canceled by at  
33 least sixty days written notice given before the expiration  
34 of any such lease by either party. A sixty-day notice to  
35 cancel a rental agreement initiated by a landlord shall be

1 for just cause.

2 5. If a tenant should die, the surviving joint tenant  
3 or tenant in common shall continue as tenant with all rights,  
4 privileges and liabilities as the original tenant.

5 6. If a tenant who was sole owner of a mobile home dies  
6 during the term of a rental agreement then that person's heirs  
7 or legal representative or the landlord shall have the right  
8 to cancel the tenant's lease by giving sixty days written  
9 notice to the person's heirs or legal representative or to  
10 the landlord, whichever is appropriate, and the heirs or the  
11 legal representative shall have the same rights, privileges  
12 and liabilities of the original tenant.

13 7. Improvements, except a natural lawn, purchased and  
14 installed by a tenant on a mobile home lot shall remain the  
15 property of the tenant even though affixed to or in the ground  
16 and may be removed or disposed of by the tenant prior to the  
17 termination of the tenancy, provided that a tenant shall leave  
18 the mobile home lot in substantially the same or better  
19 condition than upon taking possession.

20 Sec. 11. NEW SECTION. PROHIBITED PROVISIONS IN RENTAL  
21 AGREEMENTS.

22 1. A rental agreement shall not provide that the tenant  
23 or landlord does any of the following:

24 a. Agrees to waive or to forego rights or remedies under  
25 this chapter.

26 b. Agrees to pay the other party's attorney fees.

27 c. Agrees to the exculpation or limitation of any liability  
28 of the other party arising under law or to indemnify the other  
29 party for that liability or the costs connected therewith.

30 d. Agrees to a designated agent for the sale of tenant's  
31 mobile home.

32 2. A provision prohibited by subsection one (1) of this  
33 section included in a rental agreement is unenforceable.

34 If a landlord or tenant knowingly uses a rental agreement  
35 containing provisions known to be prohibited by this Act,

1 the other party may recover actual damages sustained.

2 Sec. 12. NEW SECTION. SEPARATION OF RENTS AND OBLIGATIONS  
3 TO MAINTAIN PROPERTY FORBIDDEN. A rental agreement,  
4 assignment, conveyance, trust deed or security instrument  
5 may not permit the receipt of rent, unless the landlord has  
6 agreed to comply with section sixteen (16), subsection one  
7 (1) of this Act.

8 DIVISION II

9 LANDLORD OBLIGATIONS

10 Sec. 13. NEW SECTION. RENTAL DEPOSITS.

11 1. A landlord shall not demand or receive as rental deposit  
12 and prepaid rent an amount or value in excess of two months'  
13 rent.

14 2. All rental deposits shall be held by the landlord for  
15 the tenant, who is a party to the agreement, in a bank or  
16 savings and loan association which is insured by an agency  
17 of the federal government. Rental deposits shall not be  
18 commingled with the personal funds of the landlord.

19 Notwithstanding the provisions of chapter one hundred seventeen  
20 (117), all rental deposits may be held in a trust account,  
21 which may be a common trust account and which may be an  
22 interest bearing account. Any interest earned on a rental  
23 deposit shall be the property of the landlord.

24 3. A landlord shall, within fourteen days from the date  
25 of termination of the tenancy and receipt of the tenant's  
26 mailing address or delivery instructions, return the rental  
27 deposit to the tenant or furnish to the tenant a written  
28 statement showing the specific reason for withholding of the  
29 rental deposit or any portion thereof. If the rental deposit  
30 or any portion of the rental deposit is withheld for the  
31 restoration of the mobile home space, the statement shall  
32 specify the nature of the damages. The landlord may withhold  
33 from the rental deposit only such amounts as are reasonably  
34 necessary for the following reasons:

35 a. To remedy a tenant's default in the payment of rent

1 or of other funds due to the landlord pursuant to the rental  
2 agreement.

3 b. To restore the mobile home space to its condition at  
4 the commencement of the tenancy, ordinary wear and tear  
5 excepted.

6 4. In an action concerning the rental deposit, the burden  
7 of proving, by a preponderance of the evidence, the reason  
8 for withholding all or any portion of the rental deposit shall  
9 be on the landlord.

10 5. A landlord who fails to provide a written statement  
11 within fourteen days of termination of the tenancy and receipt  
12 of the tenant's mailing address or delivery instructions shall  
13 forfeit all rights to withhold any portion of the rental  
14 deposit. If no mailing address or instructions are provided  
15 to the landlord within one year from the termination of the  
16 tenancy the rental deposit shall revert to the landlord and  
17 the tenant will be deemed to have forfeited all rights to  
18 the rental deposit.

19 6. Upon termination of a landlord's interest in the mobile  
20 home park, the landlord or his or her agent shall, within  
21 a reasonable time, transfer the rental deposit, or any  
22 remainder after any lawful deductions to the landlord's  
23 successor in interest and notify the tenant of the transfer  
24 and of the transferee's name and address or return the deposit,  
25 or any remainder after any lawful deductions to the tenant.

26 7. Upon the termination of the landlord's interest in  
27 the mobile home park and compliance with the provisions of  
28 this section, the landlord shall be relieved of any further  
29 liability with respect to the rental deposit.

30 8. Upon termination of the landlord's interest in the  
31 mobile home park, the landlord's successor in interest shall  
32 have all the rights and obligations of the landlord with  
33 respect to the rental deposits, except that if the tenant  
34 does not object to the stated amount within twenty days after  
35 written notice to the tenant of the amount of rental deposit

1 being transferred or assumed, the obligations of the landlord's  
2 successor to return the deposit shall be limited to the amount  
3 contained in the notice. The notice shall contain a stamped  
4 envelope addressed to the landlord's successor and may be  
5 given by mail or by personal service.

6 9. The bad faith retention of a deposit by a landlord,  
7 or any portion of the rental deposit, in violation of this  
8 section shall subject the landlord to punitive damages not  
9 to exceed two hundred dollars in addition to actual damages.

10 Sec. 14. NEW SECTION. DISCLOSURE AND TENDER OF WRITTEN  
11 RENTAL AGREEMENT.

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

14 2. The landlord or any person authorized to enter into  
15 a rental agreement on his or her behalf shall disclose to  
16 the tenant in writing at or before entering into the rental  
17 agreement the name and address of:

18 a. The person authorized to manage the mobile home park.

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

23 3. The information required to be furnished by this section  
24 shall be kept current and refurnished to the tenant upon the  
25 tenant's request. When there is a new owner or operator this  
26 section extends to and is enforceable against any successor  
27 landlord, owner or manager.

28 4. A person who fails to comply with subsections one (1)  
29 and two (2) becomes an agent of each person who is a landlord  
30 for the following purposes:

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

33 b. Performing the obligations of the landlord under this  
34 chapter and under the rental agreement and expending or making  
35 available for the purpose all rent collected from the mobile

1 home park.

2 5. If there is a written rental agreement, the landlord  
3 must tender and deliver a signed copy of the rental agreement  
4 to the tenant and the tenant must sign and deliver to the  
5 landlord one fully executed copy of such rental agreement  
6 within ten days after the agreement is executed. Noncompliance  
7 with this subsection shall be deemed a material noncompliance  
8 by the landlord or the tenant, as the case may be, of the  
9 rental agreement.

10 6. The landlord or any person authorized to enter into  
11 a rental agreement on the landlord's behalf shall fully explain  
12 utility rates, charges and services to the prospective tenant  
13 before the rental agreement is signed unless paid by the  
14 tenant directly to the utility company.

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

20 Sec. 15. NEW SECTION. LANDLORD TO DELIVER POSSESSION  
21 OF MOBILE HOME SPACE.

22 At the commencement of the term the landlord shall deliver  
23 possession of the mobile home space to the tenant in compliance  
24 with the rental agreement and section sixteen (16) of this  
25 Act. The landlord may bring an action for possession against  
26 any person wrongfully in possession and may recover the damages  
27 provided in section thirty-one (31) of this Act.

28 Sec. 16. NEW SECTION. LANDLORD TO MAINTAIN FIT PREMISES.

29 1. The landlord shall:

30 a. Comply with the requirements of all applicable city,  
31 county and state codes materially affecting health and safety.

32 b. Make all repairs and do whatever is necessary to put  
33 and keep the mobile home space in a fit and habitable  
34 condition.

35 c. Keep all common areas of the mobile home park in a

1 clean and safe condition.

2 d. Maintain in good and safe working order and condition  
3 all swimming pool, shower, bathhouse, electrical, plumbing  
4 and sanitary facilities, including recreational hall or meeting  
5 facilities supplied or required to be supplied by the landlord.

6 e. Provide and maintain appropriate receptacles and  
7 conveniences for removal of garbage, rubbish, and other waste  
8 incidental to the occupancy of the mobile home space and  
9 arrange for their removal.

10 f. Furnish outlets for electric, water and sewer services.

11 2. A landlord shall not impose any conditions of rental  
12 or occupancy which restrict the tenant in the choice of a  
13 seller of fuel, furnishings, goods, services or mobile homes  
14 connected with the rental or occupancy of a mobile home space  
15 unless such condition is necessary to protect the health,  
16 safety, aesthetic value or welfare of mobile home tenants  
17 in the park. The landlord may impose reasonable requirements  
18 designed to standardize methods of utility connection and  
19 hookup. If any such conditions are imposed which result in  
20 charges for such goods or services, the charges shall not  
21 exceed the actual cost incurred in providing the tenant with  
22 such goods or services.

23 Sec. 17. NEW SECTION. LIMITATION OF LIABILITY.

24 1. A landlord who conveys a mobile home park which includes  
25 a mobile home space subject to a rental agreement in a good  
26 faith sale to a bona fide purchaser is relieved of liability  
27 under the rental agreement and this Act as to events occurring  
28 subsequent to written notice to the tenant of the conveyance.

29 2. A manager of a mobile home park which includes a mobile  
30 home space is relieved of liability under the rental agreement  
31 and this Act as to events occurring after written notice to  
32 the tenant of the termination of his management, except such  
33 notice shall not terminate any agreement or legal liability.

34 DIVISION III  
35 TENANT OBLIGATIONS

1     Sec. 18. NEW SECTION. TENANT TO MAINTAIN MOBILE HOME  
2 SPACE--NOTICE OF VACATING. A tenant shall maintain his or  
3 her mobile home space in as good a condition as when the  
4 tenant took possession and shall:

5     1. Comply with all obligations primarily imposed upon  
6 tenants by applicable provisions of city, county and state  
7 codes materially affecting health and safety.

8     2. Keep that part of the mobile home park that the tenant  
9 occupies and uses as clean and safe as the condition of the  
10 mobile home park permits.

11    3. Dispose from the tenant's mobile home space all rubbish,  
12 garbage and other waste in a clean and safe manner as  
13 prescribed by park rules.

14    4. Not deliberately or negligently destroy, deface, damage,  
15 impair or remove any part of the mobile home park or knowingly  
16 permit any person to do so.

17    5. Conduct himself or herself and require other persons  
18 in the mobile home park with his or her consent to conduct  
19 themselves in a manner that will not disturb the tenant's  
20 neighbors' peaceful enjoyment of the mobile home park.

21     Sec. 19. NEW SECTION. RULES AND REGULATIONS.

22    1. A landlord shall adopt written rules or regulations,  
23 however described, concerning the tenant's use and occupancy  
24 of the mobile home park. Such rules or regulations are  
25 enforceable against the tenant only if:

26    a. Their purpose is to promote the convenience, safety  
27 or welfare of the tenants in the mobile home park, preserve  
28 the landlord's property from abusive use or make a fair  
29 distribution of services and facilities held out for the  
30 tenants generally.

31    b. They are reasonably related to the purpose for which  
32 adopted.

33    c. They apply to all tenants in the mobile home park in  
34 a fair manner.

35    d. They are sufficiently explicit in prohibition, direction

1 or limitation of the tenant's conduct to fairly inform that  
2 person of what must or must not be done to comply.

3 e. They are not for the purpose of evading the obligations  
4 of the landlord.

5 f. The prospective tenant has a copy of them before the  
6 rental agreement is entered into, and the prospective tenant  
7 is provided a copy of the current rules and regulations at  
8 the time the rental agreement is completed.

9 2. Notice of all such additions, changes, deletions or  
10 amendments shall be given to all mobile home tenants thirty  
11 days before they become effective. Any rule or condition  
12 of occupancy which is unfair and deceptive or which does not  
13 conform to the requirements of this chapter shall be  
14 unenforceable. A rule or regulation adopted after the tenant  
15 enters into the rental agreement is enforceable against the  
16 tenant only if it does not work a substantial modification  
17 of that person's rental agreement.

18 3. A person who owns or operates a mobile home park shall  
19 not:

20 a. Deny rental unless the tenant or prospective tenant  
21 cannot conform to park rules and regulations.

22 b. Require any person as a precondition to renting, leasing  
23 or otherwise occupying a mobile home space in a mobile home  
24 park to pay an entrance or exit fee of any kind unless for  
25 services actually rendered or pursuant to a written agreement.

26 c. Deny any resident of a mobile home park the right to  
27 sell that person's mobile home at a price of his or her own  
28 choosing, but may reserve the right to approve the purchaser  
29 of such mobile home as a tenant but such permission may not  
30 be unreasonably withheld, provided however, that the landlord  
31 may, in the event of a sale to a third party, in order to  
32 upgrade the quality of the mobile home park, require that  
33 any mobile home in a rundown condition or in disrepair be  
34 removed from the park within sixty days.

35 d. Exact a commission or fee with respect to the price

1 realized by the tenant selling the tenant's mobile home,  
2 unless the park owner or operator has acted as agent for the  
3 mobile home owner pursuant to a written agreement.

4 e. Require tenant to furnish permanent improvements which  
5 cannot be removed without damage thereto or to the mobile  
6 home space by tenant at expiration of the rental agreement.

7 f. Prohibit meetings between tenants in the mobile home  
8 park relating to mobile home living and affairs in the park  
9 community or recreational hall if such meetings are held at  
10 reasonable hours and when the facility is not otherwise in  
11 use.

12 Sec. 20. NEW SECTION. ACCESS.

13 The landlord has no right of access to a mobile home owned  
14 by a tenant.

15 Sec. 21. NEW SECTION. TENANT TO OCCUPY AS A DWELLING  
16 UNIT--AUTHORITY TO SUBLET. The tenant shall occupy the  
17 tenant's mobile home only as a dwelling unit and may sublet,  
18 upon written agreement with the park management.

19 DIVISION IV

20 REMEDIES

21 Sec. 22. NEW SECTION. NONCOMPLIANCE BY THE LANDLORD.

22 1. Except as provided in this chapter, if there is a  
23 material noncompliance by the landlord with the rental agree-  
24 ment, the tenant may deliver a written notice to the landlord  
25 specifying the acts and omissions constituting the breach  
26 and that the rental agreement will terminate upon a date not  
27 less than thirty days after receipt of the notice if the  
28 breach is not remedied in fourteen days. If there is a  
29 noncompliance by the landlord with section sixteen (16) of  
30 this Act materially affecting health and safety, the tenant  
31 may deliver a written notice to the landlord specifying the  
32 acts and omissions constituting the breach and that the rental  
33 agreement will terminate upon a date not less than thirty  
34 days after receipt of the notice if the breach is not remedied  
35 in fourteen days. The rental agreement shall terminate and

1 the mobile home space shall be vacated as provided in the  
2 notice subject to the following:

3 a. If the breach is remediable by repairs or the payment  
4 of damages or otherwise and the landlord adequately remedies  
5 the breach prior to the date specified in the notice, the  
6 rental agreement will not terminate.

7 b. The tenant may not terminate for a condition caused  
8 by the deliberate or negligent act or omission of the tenant,  
9 a member of the tenant's family or other person in the mobile  
10 home park with the tenant's consent.

11 2. Except as provided in this chapter, the tenant may  
12 recover damages, and obtain injunctive relief for any  
13 noncompliance by the landlord with the rental agreement or  
14 with section sixteen (16) of this Act.

15 3. The remedy provided in subsection two (2) of this  
16 section is in addition to any right of the tenant arising  
17 under subsection one (1) of this section.

18 Sec. 23. NEW SECTION. FAILURE TO DELIVER POSSESSION.

19 1. If the landlord fails to deliver physical possession  
20 of the mobile home space to the tenant as provided in section  
21 fifteen (15) of this Act, rent abates until possession is  
22 delivered and the tenant may do either of the following:

23 a. Upon written notice to the landlord, terminate the  
24 rental agreement and at that time the landlord shall return  
25 all deposits.

26 b. Demand performance of the rental agreement by the land-  
27 lord and, if the tenant elects, maintain an action for  
28 possession of the mobile home space against the landlord or  
29 any person wrongfully in possession and recover the damages  
30 sustained by the tenant.

31 2. If the landlord delivers physical possession to the  
32 tenant but is in noncompliance with section sixteen (16) of  
33 this Act, rent shall not abate. The tenant may also proceed  
34 with the remedies provided for in section twenty-two (22)  
35 of this Act.

1 3. If a person's failure to deliver possession is will-  
2 ful and not in good faith, an aggrieved person may recover  
3 from that person the actual damages sustained by that person,  
4 plus any attorney's fees and court costs.

5 Sec. 24. NEW SECTION. SELF-HELP FOR MINOR DEFECTS.

6 1. If the landlord fails to comply or respond with section  
7 sixteen (16) of this Act, the tenant may recover damages for  
8 the breach under section twenty-two (22), subsection two (2)  
9 of this Act, or may notify the landlord of the tenant's  
10 intention to correct the condition at the landlord's expense.  
11 After being notified by the tenant in writing, if the landlord  
12 fails to comply within twenty days or as promptly thereafter  
13 as conditions require in case of emergency, the tenant may  
14 cause the work to be done by a licensed contractor and, after  
15 submitting to the landlord an itemized statement and a waiver  
16 of lien, deduct from the rent the actual and reasonable cost  
17 or the fair and reasonable value of the work which shall not  
18 exceed one month's periodic rent.

19 2. A tenant may not correct at the landlord's expense  
20 if the condition was caused by the deliberate or negligent  
21 act or omission of the tenant, a member of the tenant's family  
22 or other person in the mobile home park with the tenant's  
23 consent.

24 Sec. 25. NEW SECTION. TENANT'S REMEDIES FOR LANDLORD'S  
25 UNLAWFUL OUSTER, EXCLUSION OR DIMINUTION OF SERVICES. If  
26 the landlord unlawfully removes or excludes the tenant from  
27 the mobile home park or willfully diminishes services to the  
28 tenant by interrupting or causing the interruption of electric,  
29 gas, water or other essential service to the tenant, the  
30 tenant may recover possession, require the restoration of  
31 essential services or terminate the rental agreement and,  
32 in either case, recover an amount not to exceed two months'  
33 periodic rent and twice the actual damages sustained by the  
34 tenant.

35 Sec. 26. NEW SECTION. NONCOMPLIANCE WITH RENTAL AGREEMENT

## 1 BY TENANT--FAILURE TO PAY RENT.

2 1. Except as provided in this chapter, if there is a ma-  
3 terial noncompliance by the tenant with the rental agreement,  
4 the landlord may deliver a written notice to the tenant speci-  
5 fying the acts and omissions constituting the breach and that  
6 the rental agreement will terminate upon a date not less than  
7 thirty days after receipt of the notice if the breach is not  
8 remedied in fourteen days. If there is a noncompliance by  
9 the tenant with section eighteen (18) of this Act materially  
10 affecting health and safety, the landlord may deliver a written  
11 notice to the tenant specifying the acts and omissions consti-  
12 tuting the breach and that the rental agreement will terminate  
13 upon a date not less than thirty days after receipt of the  
14 notice if the breach is not remedied in fourteen days.  
15 However, if the breach is remediable by repair or the payment  
16 of damages or otherwise, and the tenant adequately remedies  
17 the breach prior to the date specified in the notice, the  
18 rental agreement will not terminate.

19 2. If rent is unpaid when due and the tenant fails to  
20 pay rent within three days, the landlord may terminate the  
21 rental agreement.

22 3. Except as otherwise provided in this chapter, the  
23 landlord may recover damages, obtain injunctive relief or  
24 recover possession of the mobile home space pursuant to an  
25 action in forcible detainer for any material noncompliance  
26 by the tenant with the rental agreement or with section  
27 eighteen (18) of this Act.

28 4. The remedy provided in subsection three (3) of this  
29 section is in addition to any right of the landlord arising  
30 under subsection one (1) of this section.

31 Sec. 27. NEW SECTION. FAILURE TO MAINTAIN BY TENANT.

32 If there is noncompliance by the tenant with section eighteen  
33 (18) of this Act materially affecting health and safety that  
34 can be remedied by repair, replacement of a damaged item or  
35 cleaning and the tenant fails to comply as promptly as condi-

1 tions require in case of emergency or within fourteen days  
2 after written notice by the landlord specifying the breach  
3 and requesting that the tenant remedy it within that period  
4 of time, the landlord may enter the mobile home space, and  
5 cause the work to be done in a workmanlike manner and submit  
6 an itemized bill for the actual and reasonable cost or the  
7 fair and reasonable value thereof as additional rent on the  
8 next date when periodic rent is due, or if the rental agreement  
9 was terminated, for immediate payment.

10 Sec. 28. NEW SECTION. REMEDIES FOR ABANDONMENT--REQUIRED  
11 REGISTRATION.

12 1. If a tenant abandons a mobile home on a mobile home  
13 space, the landlord shall notify the legal owner or lienholder  
14 of the mobile home within a reasonable time and communicate  
15 to that person his or her liability for any costs encumbered  
16 for the mobile home space for such mobile home, including  
17 rent and utilities due and owing. Any and all costs shall  
18 then become the responsibility of the legal owner or lienholder  
19 of the mobile home. The mobile home may not be removed from  
20 the mobile home space without a signed written agreement from  
21 the landlord showing clearance for removal, showing all moneys  
22 due and owing paid in full, or an agreement reached with the  
23 legal owner and the landlord.

24 2. A required standardized registration form shall be  
25 filled out by each tenant, upon the rental of a mobile home  
26 space, showing the mobile home make, year, serial number and  
27 license number and also showing if the mobile home is paid  
28 for, if there is a lien on the mobile home, and if so the  
29 lienholder, and who is the legal owner of the mobile home.  
30 The registration cards or forms shall be kept on file with  
31 the landlord as long as the mobile home is on the mobile home  
32 space within the mobile home park. The tenant shall give  
33 notice to the landlord within ten days of any new lien, changes  
34 of existing lien or settlement of lien.

35 Sec. 29. NEW SECTION. WAIVER OF LANDLORD'S RIGHT TO TER-

1 MINUTE. Acceptance of rent, or any portion thereof, with  
2 knowledge of a default by tenant or acceptance of performance  
3 by the tenant that varied from the terms of the rental  
4 agreement or rules subsequently adopted by the landlord  
5 constitutes a waiver of the landlord's right to terminate  
6 the rental agreement for that breach, unless otherwise agreed  
7 after the breach has occurred.

8 Sec. 30. NEW SECTION. LANDLORD LIENS. A lien on behalf  
9 of the landlord on the tenant's personal property is not  
10 enforceable unless perfected before the effective date of  
11 this Act.

12 Sec. 31. NEW SECTION. PERIODIC TENANCY--HOLDOVER REMEDIES.

13 1. The landlord may terminate a tenancy only as provided  
14 in this chapter.

15 2. If the tenant remains in possession without the  
16 landlord's consent after expiration of the term of the rental  
17 agreement or its termination, the landlord may bring an action  
18 for possession and if the tenant's holdover is willful and  
19 not in good faith the landlord in addition may recover an  
20 amount not to exceed two months' periodic rent and twice the  
21 actual damages sustained by the landlord.

22 Sec. 32. NEW SECTION. LANDLORD AND TENANT REMEDIES FOR  
23 ABUSE OF ACCESS TO MOBILE HOME SPACE.

24 1. If the tenant refuses to allow lawful access to the  
25 mobile home space, the landlord may terminate the rental  
26 agreement and may recover actual damages.

27 2. If the landlord makes an unlawful entry or a lawful  
28 entry to the mobile home space in an unreasonable manner or  
29 makes repeated demands for entry otherwise lawful but which  
30 have the effect of unreasonably harassing the tenant, the  
31 tenant may obtain injunctive relief to prevent the recurrence  
32 of the conduct or terminate the rental agreement. In either  
33 case, the tenant may recover actual damages not less than  
34 an amount equal to one month's rent plus attorney's fees,  
35 plus any unused prepaid rent.

1      Sec. 33. NEW SECTION. RETALIATORY CONDUCT PROHIBITED.

2      1. Except as provided in this section, a landlord may  
3 not retaliate by increasing rent or decreasing services or  
4 by bringing or threatening to bring an action for possession  
5 or failure to renew a lease after any of the following:

6      a. The tenant has complained to a governmental agency  
7 charged with responsibility for enforcement of a building  
8 or housing code of a violation applicable to the mobile home  
9 park materially affecting health and safety. However, a  
10 complaint filed with a governmental body must be in good  
11 faith.

12      b. The tenant has complained to the landlord of a violation  
13 under section sixteen (16) of this Act.

14      c. The tenant has organized or become a member of a  
15 tenant's union or similar organization.

16      d. For exercising any of the rights and remedies pur-  
17 suant to this Act.

18      2. If the landlord acts in violation of subsection one  
19 (1) of this section, the tenant is entitled to the remedies  
20 provided in section twenty-five (25) of this Act and has a  
21 defense in an action for possession. In an action by or  
22 against the tenant, evidence of a complaint within six months  
23 prior to the alleged act of retaliation creates a presumption  
24 that the landlord's conduct was in retaliation. The  
25 presumption does not arise if the tenant made the complaint  
26 after notice of termination of the rental agreement. For  
27 the purpose of this subsection, "presumption" means that the  
28 trier of fact must find the existence of the fact presumed  
29 unless and until evidence is introduced which would support  
30 a finding of its nonexistence.

31      3. Notwithstanding subsections one (1) and two (2) of  
32 this section, a landlord may bring an action for possession  
33 if either of the following occurs:

34      a. The violation of the applicable building or housing  
35 code was caused primarily by lack of reasonable care by the

1 tenant or other person in the household or upon the premises  
2 with the tenant's consent.

3 b. The tenant is in default of rent three days after rent  
4 is due. The maintenance of the action does not release the  
5 landlord from liability under section twenty-two (22),  
6 subsection two (2) of this Act.

7 Sec. 34. This Act is effective January 1, 1979.

8 EXPLANATION

9 This bill sets out laws covering all aspects of mobile  
10 home park residential landlord and tenant relations. Division  
11 I contains general provisions including jurisdiction,  
12 exclusions from the Act, definitions, statements regarding  
13 the obligation of good faith, findings of unconscionability,  
14 and what constitutes notice under this Act, and terms and  
15 conditions which may and may not be embodied in a rental  
16 agreement.

17 Division II lists the landlord's obligations with respect  
18 to the tenant in the matter of security deposits, disclosure  
19 of agreements, delivery of possession of the mobile home space  
20 and maintenance of fit premises, and states the limitations  
21 of the landlord's liability with respect to the tenant.

22 Division III states the obligations of the tenant with  
23 regard to the mobile home space and premises, lists the  
24 restrictions upon rules adopted by the landlord concerning  
25 the tenant's use and occupancy of the premises, and states  
26 that a landlord's access to the tenant's mobile home is  
27 prohibited unless provided for in a written agreement.

28 Division IV sets out the remedies available to each of  
29 the parties in case of a breach of agreement by the other.

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LSB 3421S-H  
rl/cj/23

1 Amend House File 2135 as follows:

2 1. Page 22, by inserting after line 6 the  
3 following:

4 "Sec. \_\_\_\_\_. Section one hundred thirty-five D  
5 point one (135D.1), Code 1977, is amended by adding  
6 the following new subsection:

7 NEW SUBSECTION. "Modular home" means a factory-  
8 built structure which is manufactured or constructed  
9 to be used as a place for human habitation, but which  
10 is not constructed or equipped with a permanent hitch  
11 or other device allowing it to be attached or towed  
12 behind a motor vehicle, and which does not have  
13 permanently attached to its body or frame any wheels  
14 or axles.

15 Sec. \_\_\_\_\_. Section one hundred thirty-five D point  
16 one (135D.1), subsection two (2), Code 1977, is amended  
17 by adding the following new paragraph:

18 NEW PARAGRAPH. A mobile home park must be  
19 classified as to whether it is a residential mobile  
20 home park or a recreational mobile park or both.  
21 Sections one hundred thirty-five D point fourteen  
22 (135D.14) and one hundred thirty-five D point fifteen  
23 (135D.15) of the Code shall apply only to recreational  
24 mobile home parks. The mobile home park residential  
25 landlord tenant Act shall only apply to residential  
26 mobile home parks.

27 Sec. \_\_\_\_\_. Section one hundred thirty-five D point  
28 fourteen (135D.14), Code 1977, is amended to read  
29 as follows:

30 135D.14 PARKS OWNED BY PUBLIC. Any mobile home  
31 park owned and operated by any municipality shall  
32 meet all provisions of this chapter. Any recreational  
33 mobile home park owned or operated by any agency or  
34 department of the state, county, city or any nonprofit  
35 corporation within which the length of stay is limited  
36 to not more than fourteen consecutive days shall not  
37 be affected by any provision of this chapter except  
38 that such parks shall be subject to routine inspection  
39 by the state health department or a designee thereof.  
40 Upon routine inspections by the state health department  
41 or its designee, the inspecting officer shall make  
42 a report of his findings and recommendations in writing  
43 and submit such report to the agency or department  
44 of the state responsible for operation of the park.

45 Sec. \_\_\_\_\_. Section one hundred thirty-five D point  
46 twenty-four (135D.24), Code 1977, is amended by adding  
47 the following new paragraph:

48 NEW PARAGRAPH. A modular home as defined by this  
49 chapter shall not be subject to or assessed the  
50 semiannual tax pursuant to this section, but shall

1 be assessed and taxed as real estate pursuant to  
2 chapter four hundred twenty-seven (427) of the Code.  
3 Sec. \_\_\_\_\_. Chapter one hundred thirty-five D  
4 (135D), Code 1977, is amended by adding the following  
5 new section:

6 NEW SECTION. MODULAR HOME EXEMPTION. For the  
7 purposes of this chapter a modular home shall not  
8 be construed to be a mobile home and shall be exempt  
9 from the provisions of this chapter. This section  
10 shall not prohibit the location of a modular home  
11 within a mobile home park."

H-5260 FILED *Adopted 2/16* BY COMMITTEE ON STATE GOVERNMENT  
FEBRUARY 8, 1978 *(p. 498)* MONROE of Des Moines, Chair

HOUSE FILE 2135

H-5327

1 Amend House File 2135 as follows:  
2 1. Page 8, line 23, by striking the word "landlord"  
3 and inserting in lieu thereof the word "tenant".

H-5327 FILED, WITHDRAWN BY ARNOULD of Scott  
FEBRUARY 16, 1978 *(p. 494)* JOCHUM of Dubuque  
DYRLAND of Clayton

HOUSE FILE 2135

H-5328

1 Amend House File 2135 as follows:  
2 1. Page 8, by inserting after line 1 the  
3 following:  
4 "Nothing in this Act shall prohibit a rental  
5 agreement from requiring a tenant to maintain  
6 liability insurance which names the landlord as an  
7 insured as relates to the mobile home space rented  
8 by the tenant."

H-5328 FILED *Adopted 2/16* BY NIELSEN of Polk  
FEBRUARY 16, 1978 *(p. 499)*

HOUSE FILE 2135

H-5329

1 Amend House File 2135 as follows:  
2 1. Page 8, by inserting after line 23 the  
3 following:  
4 "In lieu of a cash rental deposit the tenant may  
5 deliver to the landlord a passbook account at a  
6 federally insured financial institution in the name  
7 of the tenant with sole power of withdrawal in the  
8 landlord. Interest on the account shall be property  
9 of the tenant. The landlord shall inform the tenant  
10 of his/her rights under this paragraph".  
11 2. Page 8, line 33, by inserting after the word  
12 "deposit" the words "and accrued interest".

H-5329 FILED *Adopted 2/16* BY ARNOULD of Scott  
FEBRUARY 16, 1978 *(500)* CONLON of Muscatine  
RINAS of Linn  
JUNKER of Woodbury

*See State Gov 2/28 Amended (534) & Do pass for 5400 3/23 (2446)*

HOUSE FILE 2135

State Government  
Rush, Chairperson  
Jenkins  
Ashcraft

HOUSE FILE 2135

By COMMITTEE ON STATE GOVERNMENT

(As Amended and Passed by the House)

*per Senate  
amendment  
5-4-75*

Passed House, Date 4-13-78 (p. 1534) Passed Senate, Date 4-4-78 (p. 723)

Vote: Ayes 78 Nays 12 Vote: Ayes 42 Nays 4

Approved June 26, 1978  
*Motion to Reconsider p. 726, w/24-10 (p. 795)*

### A BILL FOR

1 An Act to establish a mobile home parks residential landlord  
2 and tenant act and providing civil penalties.

3 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

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House Amendments \_\_\_\_\_

## 1 DIVISION I

## 2 GENERAL PROVISIONS

3 Section 1. NEW SECTION. SHORT TITLE. This chapter shall  
4 be known and may be cited as the mobile home parks residential  
5 landlord and tenant act.

6 Sec. 2. NEW SECTION. PURPOSES. Underlying purposes and  
7 policies of this chapter are:

8 1. To simplify, clarify and establish the law governing  
9 the rental of mobile home spaces and rights and obligations  
10 of landlord and tenant.

11 2. To encourage landlord and tenant to maintain and improve  
12 the quality of mobile home housing.

13 Sec. 3. NEW SECTION. SUPPLEMENTARY PRINCIPLES OF LAW  
14 APPLICABLE. Unless displaced by the provisions of this Act,  
15 the principles of law and equity, including the law relating  
16 to capacity to contract, mutuality of obligations, principal  
17 and agent, real property, public health, safety and fire  
18 prevention, estoppel, fraud, misrepresentation, duress,  
19 coercion, mistake, bankruptcy or other validating or  
20 invalidating cause supplement its provisions.

21 Sec. 4. NEW SECTION. ADMINISTRATION OF REMEDIES;  
22 ENFORCEMENT.

23 1. The remedies provided by this Act shall be so  
24 administered that the aggrieved party may recover appropriate  
25 damages. The aggrieved party has a duty to mitigate damages.

26 2. Any right or obligation declared by this Act is  
27 enforceable by action unless the provision declaring it  
28 specifies a different and limited effect.

29 Sec. 5. NEW SECTION. EXCLUSIONS FROM APPLICATION OF  
30 CHAPTER. The provisions of this Act shall not be applicable  
31 to an occupancy in or operation of public housing as  
32 authorized, provided or conducted pursuant to chapter four  
33 hundred three A (403A) of the Code, or pursuant to any federal  
34 law or regulation with which it might conflict.

35 Sec. 6. NEW SECTION. JURISDICTION AND SERVICE OF PROCESS.

1        1. The appropriate district court of this state may  
2 exercise jurisdiction over a landlord with respect to conduct  
3 in this state governed by this Act or with respect to any  
4 claim arising from a transaction subject to this Act. In  
5 addition to any other method provided by rule or by statute,  
6 personal jurisdiction over a landlord may be acquired in a  
7 civil action or proceeding instituted in the appropriate  
8 district court by the service of process in the manner provided  
9 by this section.

10       2. If a landlord is not a resident of this state or is  
11 a corporation not authorized to do business in this state  
12 and engages in conduct in this state governed by this Act,  
13 or engages in a transaction subject to this Act, the landlord  
14 shall designate an agent upon whom service of process may  
15 be made in this state. The agent shall be a resident of this  
16 state or a corporation authorized to do business in this  
17 state. The designation shall be in writing and filed with  
18 the secretary of state. If no designation is made and filed  
19 or if process cannot be served in this state upon the  
20 designated agent, process may be served upon the secretary  
21 of state, but the plaintiff or petitioner shall forthwith  
22 mail a copy of this process and pleading by certified mail,  
23 return receipt requested, to the defendant or respondent at  
24 that person's last reasonably ascertained address. If there  
25 is no last reasonably ascertainable address and if the  
26 defendant or respondent has not complied with section fourteen  
27 (14), subsections one (1) and two (2) of this Act, then service  
28 upon the secretary of state shall be sufficient service of  
29 process without the mailing of copies to the defendant or  
30 respondent. Service of process shall be deemed complete and  
31 the time shall begin to run for the purposes of this section  
32 at the time of service upon the secretary of state. The  
33 defendant shall appear and answer within thirty days after  
34 completion thereof in the manner and under the same penalty  
35 as if defendant had been personally served with the summons.

1 An affidavit of compliance with this section shall be filed  
2 with the clerk of the district court on or before the return  
3 day of the process, or within any further time the court  
4 allows. Where applicable, the affidavit shall contain a  
5 statement that defendant or respondent has not complied with  
6 section fourteen (14), subsections one (1) and two (2) of  
7 this Act, or that affiant could not ascertain compliance by  
8 inquiry directed to the secretary of state.

9 Sec. 7. NEW SECTION. GENERAL DEFINITIONS. Subject to  
10 additional definitions contained in subsequent sections of  
11 this Act which apply to specific sections thereof, and unless  
12 the context otherwise requires, in this chapter:

13 1. "Building and housing codes" include any law, ordinance  
14 or governmental regulation concerning fitness for habitation,  
15 or the construction, maintenance, operation, occupancy, use  
16 or appearance of any mobile home park, dwelling unit or mobile  
17 home space.

18 2. "Dwelling unit" excludes real property used to  
19 accommodate a mobile home.

20 3. "Good faith" means honesty in fact in the conduct of  
21 the transaction concerned.

22 4. "Landlord" means the owner, lessor, sublessor or  
23 operator, or any combination thereof, of a mobile home park  
24 and it also means a manager of the mobile home park who fails  
25 to disclose as required by section fourteen (14) of this Act.

26 5. "Mobile Home" means any vehicle without motive power  
27 used or so manufactured or constructed as to permit its being  
28 used as a conveyance upon the public streets and highways  
29 and so designed, constructed, or reconstructed as will permit  
30 the vehicle to be used as a place for human habitation by  
31 one or more persons; but shall also include any such vehicle  
32 with motive power not registered as a motor vehicle in Iowa.

33 6. "Mobile home space" means a parcel of land for rent  
34 which has been designed to accommodate a mobile home and  
35 provide the required sewer and utility connections.

1       7. "Business" includes a corporation, government,  
2 governmental subdivision or agency, business trust, estate,  
3 trust, partnership or association, two or more persons having  
4 a joint or common interest and any other legal or commercial  
5 entity which is a landlord, owner, manager or constructive  
6 agent pursuant to section fourteen (14) of this Act.

7       8. "Owner" means one or more persons, jointly or severally,  
8 in whom is vested all or part of the legal title to property  
9 or all or part of the beneficial ownership and a right to  
10 present use and enjoyment of the mobile home park or space.  
11 The term includes a mortgagee in possession.

12       9. "Mobile home park" shall mean any site, lot, field  
13 or tract of land upon which two or more occupied mobile homes  
14 are harbored, either free of charge or for revenue purposes,  
15 and shall include any building, structure, tent, vehicle or  
16 enclosure used or intended for use as part of the equipment  
17 of such mobile home park.

18       10. "Rent" means a payment to be made to the landlord  
19 under the rental agreement.

20       11. "Rental agreement" means agreements, written or those  
21 implied by law, and valid rules and regulations adopted under  
22 section nineteen (19) of this Act embodying the terms and  
23 conditions concerning the use and occupancy of a mobile home  
24 space or a mobile home and a mobile home space.

25       12. "Rental deposit" means a deposit of money to secure  
26 performance of a mobile home space rental agreement under  
27 this chapter other than a deposit which is exclusively in  
28 advance payment of rent.

29       13. "Tenant" means a person entitled under a rental  
30 agreement to occupy a mobile home space to the exclusion of  
31 others.

32       Sec. 8. NEW SECTION. UNCONSCIONABILITY.

33       1. If the court, as a matter of law, finds that:

34       a. A rental agreement or any provision thereof was  
35 unconscionable when made, the court may refuse to enforce.

1 the agreement, enforce the remainder of the agreement without  
2 the unconscionable provision, or limit the application of  
3 any unconscionable provision to avoid an unconscionable result.

4 b. A settlement in which a party waives or agrees to  
5 forego a claim or right under this chapter or under a rental  
6 agreement was unconscionable at the time it was made, the  
7 court may refuse to enforce the settlement, enforce the  
8 remainder of the settlement without the unconscionable  
9 provision, or limit the application of any unconscionable  
10 provision to avoid any unconscionable result.

11 2. If unconscionability is put into issue by a party or  
12 by the court upon its own motion the parties shall be afforded  
13 a reasonable opportunity to present evidence as to the setting,  
14 purpose and effect of the rental agreement or settlement to  
15 aid the court in making the determination.

16 Sec. 9. NEW SECTION. NOTICE.

17 1. A person has notice of a fact if that person has actual  
18 knowledge of it, has received a notice or notification of  
19 it or, from all the facts and circumstances known to that  
20 person at the time in question, has reason to know that it  
21 exists. A person "knows" or "has knowledge" of a fact if  
22 that person has actual knowledge of it.

23 2. A person "notifies" or "gives" a notice or notification  
24 to another by taking steps reasonably calculated to inform  
25 the other in ordinary course whether or not the other actually  
26 comes to know of it. A person "receives" a notice or  
27 notification when it comes to that person's attention, or  
28 in the case of the landlord, it is delivered in hand or mailed  
29 by registered mail to the place of business of the landlord  
30 through which the rental agreement was made or at any place  
31 held out by the landlord as the place for receipt of the  
32 communication or delivered to any individual who is designated  
33 as an agent by section fourteen (14) of this Act or, in the  
34 case of the tenant, it is delivered in hand to the tenant  
35 or mailed by registered mail to the tenant at the place held

1 out by the tenant as the place for receipt of the communication  
2 or, in the absence of such designation, to the tenant's last  
3 known place of residence other than the landlord's mobile  
4 home or space, if known.

5 3. "Notice", knowledge, or a notice or notification  
6 received by an organization is effective for a particular  
7 transaction from the time it is brought to the attention of  
8 the individual conducting the transaction and in any event  
9 from the time it would have been brought to that person's  
10 attention if the organization had exercised reasonable  
11 diligence, but such knowledge shall be subject to proof.

12 Sec. 10. NEW SECTION. TERMS AND CONDITIONS OF RENTAL  
13 AGREEMENT.

14 1. The landlord and tenant may include in a rental  
15 agreement terms and conditions not prohibited by this Act  
16 or other rule of law including rent, term of the agreement  
17 and other provisions governing the rights and obligations  
18 of the parties.

19 2. The tenant shall pay as rent the amount stated in the  
20 rental agreement. In the absence of a rental agreement, the  
21 tenant shall pay as rent the fair rental value for the use  
22 and occupancy of the mobile home space.

23 3. Rent shall be payable without demand or notice at the  
24 time and place agreed upon by the parties. Unless otherwise  
25 agreed periodic rent is payable at the beginning of any term  
26 of one month or less, and thereafter, in equal monthly  
27 installments. Rent shall be uniformly apportionable from  
28 day to day.

29 4. Rental agreements shall be for a term of one year and  
30 shall be automatically renewed on a yearly basis unless  
31 otherwise specified in the original written or oral rental  
32 agreement or any renewal thereof or may be canceled by at  
33 least sixty days written notice given before the expiration  
34 of any such lease by either party. A sixty-day notice to  
35 cancel a rental agreement initiated by a landlord shall be

1 for just cause.

2 5. If a tenant should die, the surviving joint tenant  
3 or tenant in common shall continue as tenant with all rights,  
4 privileges and liabilities as the original tenant.

5 6. If a tenant who was sole owner of a mobile home dies  
6 during the term of a rental agreement then that person's heirs  
7 or legal representative or the landlord shall have the right  
8 to cancel the tenant's lease by giving sixty days written  
9 notice to the person's heirs or legal representative or to  
10 the landlord, whichever is appropriate, and the heirs or the  
11 legal representative shall have the same rights, privileges  
12 and liabilities of the original tenant.

13 7. Improvements, except a natural lawn, purchased and  
14 installed by a tenant on a mobile home lot shall remain the  
15 property of the tenant even though affixed to or in the ground  
16 and may be removed or disposed of by the tenant prior to the  
17 termination of the tenancy, provided that a tenant shall leave  
18 the mobile home lot in substantially the same or better  
19 condition than upon taking possession.

20 Sec. 11. NEW SECTION. PROHIBITED PROVISIONS IN RENTAL  
21 AGREEMENTS.

22 1. A rental agreement shall not provide that the tenant  
23 or landlord does any of the following:

24 a. Agrees to waive or to forego rights or remedies under  
25 this chapter.

26 b. Agrees to pay the other party's attorney fees.

27 c. Agrees to the exculpation or limitation of any liability  
28 of the other party arising under law or to indemnify the other  
29 party for that liability or the costs connected therewith.

30 d. Agrees to a designated agent for the sale of tenant's  
31 mobile home.

32 2. A provision prohibited by subsection one (1) of this  
33 section included in a rental agreement is unenforceable.

34 If a landlord or tenant knowingly uses a rental agreement  
35 containing provisions known to be prohibited by this Act,

1 the other party may recover actual damages sustained.

2 Nothing in this Act shall prohibit a rental agreement from  
3 requiring a tenant to maintain liability insurance which names  
4 the landlord as an insured as relates to the mobile home space  
5 rented by the tenant.

6 Sec. 12. NEW SECTION. SEPARATION OF RENTS AND OBLIGATIONS  
7 TO MAINTAIN PROPERTY FORBIDDEN. A rental agreement,  
8 assignment, conveyance, trust deed or security instrument  
9 may not permit the receipt of rent, unless the landlord has  
10 agreed to comply with section sixteen (16), subsection one  
11 (1) of this Act.

12 DIVISION II

13 LANDLORD OBLIGATIONS

14 Sec. 13. NEW SECTION. RENTAL DEPOSITS.

15 1. A landlord shall not demand or receive as rental deposit  
16 and prepaid rent an amount or value in excess of two months'  
17 rent.

18 2. All rental deposits shall be held by the landlord for  
19 the tenant, who is a party to the agreement, in a bank or  
20 savings and loan association which is insured by an agency  
21 of the federal government. Rental deposits shall not be  
22 commingled with the personal funds of the landlord.  
23 Notwithstanding the provisions of chapter one hundred seventeen  
24 (117), all rental deposits may be held in a trust account,  
25 which may be a common trust account and which may be an  
26 interest bearing account. Any interest earned on a rental  
27 deposit shall be the property of the landlord.

28 3. A landlord shall, within fourteen days from the date  
29 of termination of the tenancy and receipt of the tenant's  
30 mailing address or delivery instructions, return the rental  
31 deposit to the tenant or furnish to the tenant a written  
32 statement showing the specific reason for withholding of the  
33 rental deposit or any portion thereof. If the rental deposit  
34 or any portion of the rental deposit is withheld for the  
35 restoration of the mobile home space, the statement shall

1 specify the nature of the damages. The landlord may withhold  
2 from the rental deposit only such amounts as are reasonably  
3 necessary for the following reasons:

4 a. To remedy a tenant's default in the payment of rent  
5 or of other funds due to the landlord pursuant to the rental  
6 agreement.

7 b. To restore the mobile home space to its condition at  
8 the commencement of the tenancy, ordinary wear and tear  
9 excepted.

10 4. In an action concerning the rental deposit, the burden  
11 of proving, by a preponderance of the evidence, the reason  
12 for withholding all or any portion of the rental deposit shall  
13 be on the landlord.

14 5. A landlord who fails to provide a written statement  
15 within fourteen days of termination of the tenancy and receipt  
16 of the tenant's mailing address or delivery instructions shall  
17 forfeit all rights to withhold any portion of the rental  
18 deposit. If no mailing address or instructions are provided  
19 to the landlord within one year from the termination of the  
20 tenancy the rental deposit shall revert to the landlord and  
21 the tenant will be deemed to have forfeited all rights to  
22 the rental deposit.

23 6. Upon termination of a landlord's interest in the mobile  
24 home park, the landlord or his or her agent shall, within  
25 a reasonable time, transfer the rental deposit, or any  
26 remainder after any lawful deductions to the landlord's  
27 successor in interest and notify the tenant of the transfer  
28 and of the transferee's name and address or return the deposit,  
29 or any remainder after any lawful deductions to the tenant.

30 7. Upon the termination of the landlord's interest in  
31 the mobile home park and compliance with the provisions of  
32 this section, the landlord shall be relieved of any further  
33 liability with respect to the rental deposit.

34 8. Upon termination of the landlord's interest in the  
35 mobile home park, the landlord's successor in interest shall

1 have all the rights and obligations of the landlord with  
2 respect to the rental deposits, except that if the tenant  
3 does not object to the stated amount within twenty days after  
4 written notice to the tenant of the amount of rental deposit  
5 being transferred or assumed, the obligations of the landlord's  
6 successor to return the deposit shall be limited to the amount  
7 contained in the notice. The notice shall contain a stamped  
8 envelope addressed to the landlord's successor and may be  
9 given by mail or by personal service.

10 9. The bad faith retention of a deposit by a landlord,  
11 or any portion of the rental deposit, in violation of this  
12 section shall subject the landlord to punitive damages not  
13 to exceed two hundred dollars in addition to actual damages.

14 Sec. 14. NEW SECTION. DISCLOSURE AND TENDER OF WRITTEN  
15 RENTAL AGREEMENT.

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

18 2. The landlord or any person authorized to enter into  
19 a rental agreement on his or her behalf shall disclose to  
20 the tenant in writing at or before entering into the rental  
21 agreement the name and address of:

22 a. The person authorized to manage the mobile home park.

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

27 3. The information required to be furnished by this section  
28 shall be kept current and refurnished to the tenant upon the  
29 tenant's request. When there is a new owner or operator this  
30 section extends to and is enforceable against any successor  
31 landlord, owner or manager.

32 4. A person who fails to comply with subsections one (1)  
33 and two (2) becomes an agent of each person who is a landlord  
34 for the following purposes:

35 a. Service of process and receiving and receipting for

1 notices and demands.

2 b. Performing the obligations of the landlord under this  
3 chapter and under the rental agreement and expending or making  
4 available for the purpose all rent collected from the mobile  
5 home park.

6 5. If there is a written rental agreement, the landlord  
7 must tender and deliver a signed copy of the rental agreement  
8 to the tenant and the tenant must sign and deliver to the  
9 landlord one fully executed copy of such rental agreement  
10 within ten days after the agreement is executed. Noncompliance  
11 with this subsection shall be deemed a material noncompliance  
12 by the landlord or the tenant, as the case may be, of the  
13 rental agreement.

14 6. The landlord or any person authorized to enter into  
15 a rental agreement on the landlord's behalf shall fully explain  
16 utility rates, charges and services to the prospective tenant  
17 before the rental agreement is signed unless paid by the  
18 tenant directly to the utility company.

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

24 Sec. 15. NEW SECTION. LANDLORD TO DELIVER POSSESSION  
25 OF MOBILE HOME SPACE.

26 At the commencement of the term the landlord shall deliver  
27 possession of the mobile home space to the tenant in compliance  
28 with the rental agreement and section sixteen (16) of this  
29 Act. The landlord may bring an action for possession against  
30 any person wrongfully in possession and may recover the damages  
31 provided in section thirty-one (31) of this Act.

32 Sec. 16. NEW SECTION. LANDLORD TO MAINTAIN FIT PREMISES.

33 1. The landlord shall:

34 a. Comply with the requirements of all applicable city,  
35 county and state codes materially affecting health and safety.

1        b. Make all repairs and do whatever is necessary to put  
2 and keep the mobile home space in a fit and habitable  
3 condition.

4        c. Keep all common areas of the mobile home park in a  
5 clean and safe condition.

6        d. Maintain in good and safe working order and condition  
7 all swimming pool, shower, bathhouse, electrical, plumbing  
8 and sanitary facilities, including recreational hall or meeting  
9 facilities supplied or required to be supplied by the landlord.

10       e. Provide and maintain appropriate receptacles and  
11 conveniences for removal of garbage, rubbish, and other waste  
12 incidental to the occupancy of the mobile home space and  
13 arrange for their removal.

14       f. Furnish outlets for electric, water and sewer services.

15       2. A landlord shall not impose any conditions of rental  
16 or occupancy which restrict the tenant in the choice of a  
17 seller of fuel, furnishings, goods, services or mobile homes  
18 connected with the rental or occupancy of a mobile home space  
19 unless such condition is necessary to protect the health,  
20 safety, aesthetic value or welfare of mobile home tenants  
21 in the park. The landlord may impose reasonable requirements  
22 designed to standardize methods of utility connection and  
23 hookup. If any such conditions are imposed which result in  
24 charges for such goods or services, the charges shall not  
25 exceed the actual cost incurred in providing the tenant with  
26 such goods or services.

27       Sec. 17. NEW SECTION. LIMITATION OF LIABILITY.

28       1. A landlord who conveys a mobile home park which includes  
29 a mobile home space subject to a rental agreement in a good  
30 faith sale to a bona fide purchaser is relieved of liability  
31 under the rental agreement and this Act as to events occurring  
32 subsequent to written notice to the tenant of the conveyance.

33       2. A manager of a mobile home park which includes a mobile  
34 home space is relieved of liability under the rental agreement  
35 and this Act as to events occurring after written notice to

1 the tenant of the termination of his management, except such  
2 notice shall not terminate any agreement or legal liability.

3 DIVISION III

4 TENANT OBLIGATIONS

5 Sec. 18. NEW SECTION. TENANT TO MAINTAIN MOBILE HOME  
6 SPACE--NOTICE OF VACATING. A tenant shall maintain his or  
7 her mobile home space in as good a condition as when the  
8 tenant took possession and shall:

9 1. Comply with all obligations primarily imposed upon  
10 tenants by applicable provisions of city, county and state  
11 codes materially affecting health and safety.

12 2. Keep that part of the mobile home park that the tenant  
13 occupies and uses as clean and safe as the condition of the  
14 mobile home park permits.

15 3. Dispose from the tenant's mobile home space all rubbish,  
16 garbage and other waste in a clean and safe manner as  
17 prescribed by park rules.

18 4. Not deliberately or negligently destroy, deface, damage,  
19 impair or remove any part of the mobile home park or knowingly  
20 permit any person to do so.

21 5. Conduct himself or herself and require other persons  
22 in the mobile home park with his or her consent to conduct  
23 themselves in a manner that will not disturb the tenant's  
24 neighbors' peaceful enjoyment of the mobile home park.

25 Sec. 19. NEW SECTION. RULES AND REGULATIONS.

26 1. A landlord shall adopt written rules or regulations,  
27 however described, concerning the tenant's use and occupancy  
28 of the mobile home park. Such rules or regulations are  
29 enforceable against the tenant only if:

30 a. Their purpose is to promote the convenience, safety  
31 or welfare of the tenants in the mobile home park, preserve  
32 the landlord's property from abusive use or make a fair  
33 distribution of services and facilities held out for the  
34 tenants generally.

35 b. They are reasonably related to the purpose for which

1 adopted.

2 c. They apply to all tenants in the mobile home park in  
3 a fair manner.

4 d. They are sufficiently explicit in prohibition, direction  
5 or limitation of the tenant's conduct to fairly inform that  
6 person of what must or must not be done to comply.

7 e. They are not for the purpose of evading the obligations  
8 of the landlord.

9 f. The prospective tenant has a copy of them before the  
10 rental agreement is entered into, and the prospective tenant  
11 is provided a copy of the current rules and regulations at  
12 the time the rental agreement is completed.

13 2. Notice of all such additions, changes, deletions or  
14 amendments shall be given to all mobile home tenants thirty  
15 days before they become effective. Any rule or condition  
16 of occupancy which is unfair and deceptive or which does not  
17 conform to the requirements of this chapter shall be  
18 unenforceable. A rule or regulation adopted after the tenant  
19 enters into the rental agreement is enforceable against the  
20 tenant only if it does not work a substantial modification  
21 of that person's rental agreement.

22 3. A person who owns or operates a mobile home park shall  
23 not:

24 a. Deny rental unless the tenant or prospective tenant  
25 cannot conform to park rules and regulations.

26 b. Require any person as a precondition to renting, leasing  
27 or otherwise occupying a mobile home space in a mobile home  
28 park to pay an entrance or exit fee of any kind unless for  
29 services actually rendered or pursuant to a written agreement.

30 c. Deny any resident of a mobile home park the right to  
31 sell that person's mobile home at a price of his or her own  
32 choosing, but may reserve the right to approve the purchaser  
33 of such mobile home as a tenant but such permission may not  
34 be unreasonably withheld, provided however, that the landlord  
35 may, in the event of a sale to a third party, in order to

1 upgrade the quality of the mobile home park, require that  
 2 any mobile home in a rundown condition or in disrepair be  
 3 removed from the park within sixty days.

4 d. Exact a commission or fee with respect to the price  
 5 realized by the tenant selling the tenant's mobile home,  
 6 unless the park owner or operator has acted as agent for the  
 7 mobile home owner pursuant to a written agreement.

8 e. Require tenant to furnish permanent improvements which  
 9 cannot be removed without damage thereto or to the mobile  
 10 home space by tenant at expiration of the rental agreement.

11 f. Prohibit meetings between tenants in the mobile home  
 12 park relating to mobile home living and affairs in the park  
 13 community or recreational hall if such meetings are held at  
 14 reasonable hours and when the facility is not otherwise in  
 15 use.

16 Sec. 20. NEW SECTION. ACCESS.

17 The landlord has no right of access to a mobile home owned  
 18 by a tenant.

19 Sec. 21. NEW SECTION. TENANT TO OCCUPY AS A DWELLING

20 UNIT--AUTHORITY TO SUBLET. The tenant shall occupy the  
 21 tenant's mobile home only as a dwelling unit and may sublet,  
 22 upon written agreement with the park management.

23 DIVISION IV

24 REMEDIES

25 Sec. 22. NEW SECTION. NONCOMPLIANCE BY THE LANDLORD.

26 1. Except as provided in this chapter, if there is a  
 27 material noncompliance by the landlord with the rental agree-  
 28 ment, the tenant may deliver a written notice to the landlord  
 29 specifying the acts and omissions constituting the breach  
 30 and that the rental agreement will terminate upon a date not  
 31 less than thirty days after receipt of the notice if the  
 32 breach is not remedied in fourteen days. If there is a  
 33 noncompliance by the landlord with section sixteen (16) of  
 34 this Act materially affecting health and safety, the tenant  
 35 may deliver a written notice to the landlord specifying the

1 acts and omissions constituting the breach and that the rental  
2 agreement will terminate upon a date not less than thirty  
3 days after receipt of the notice if the breach is not remedied  
4 in fourteen days. The rental agreement shall terminate and  
5 the mobile home space shall be vacated as provided in the  
6 notice subject to the following:

7 a. If the breach is remediable by repairs or the payment  
8 of damages or otherwise and the landlord adequately remedies  
9 the breach prior to the date specified in the notice, the  
10 rental agreement will not terminate.

11 b. The tenant may not terminate for a condition caused  
12 by the deliberate or negligent act or omission of the tenant,  
13 a member of the tenant's family or other person in the mobile  
14 home park with the tenant's consent.

15 2. Except as provided in this chapter, the tenant may  
16 recover damages, and obtain injunctive relief for any  
17 noncompliance by the landlord with the rental agreement or  
18 with section sixteen (16) of this Act.

19 3. The remedy provided in subsection two (2) of this  
20 section is in addition to any right of the tenant arising  
21 under subsection one (1) of this section.

22 Sec. 23. NEW SECTION. FAILURE TO DELIVER POSSESSION.

23 1. If the landlord fails to deliver physical possession  
24 of the mobile home space to the tenant as provided in section  
25 fifteen (15) of this Act, rent abates until possession is  
26 delivered and the tenant may do either of the following:

27 a. Upon written notice to the landlord, terminate the  
28 rental agreement and at that time the landlord shall return  
29 all deposits.

30 b. Demand performance of the rental agreement by the land-  
31 lord and, if the tenant elects, maintain an action for  
32 possession of the mobile home space against the landlord or  
33 any person wrongfully in possession and recover the damages  
34 sustained by the tenant.

35 2. If the landlord delivers physical possession to the

1 tenant but is in noncompliance with section sixteen (16) of  
2 this Act, rent shall not abate. The tenant may also proceed  
3 with the remedies provided for in section twenty-two (22)  
4 of this Act.

5 3. If a person's failure to deliver possession is will-  
6 ful and not in good faith, an aggrieved person may recover  
7 from that person the actual damages sustained by that person,  
8 plus any attorney's fees and court costs.

9 Sec. 24. NEW SECTION. SELF-HELP FOR MINOR DEFECTS.

10 1. If the landlord fails to comply or respond with section  
11 sixteen (16) of this Act, the tenant may recover damages for  
12 the breach under section twenty-two (22), subsection two (2)  
13 of this Act, or may notify the landlord of the tenant's  
14 intention to correct the condition at the landlord's expense.  
15 After being notified by the tenant in writing, if the landlord  
16 fails to comply within twenty days or as promptly thereafter  
17 as conditions require in case of emergency, the tenant may  
18 cause the work to be done by a licensed contractor and, after  
19 submitting to the landlord an itemized statement and a waiver  
20 of lien, deduct from the rent the actual and reasonable cost  
21 or the fair and reasonable value of the work which shall not  
22 exceed one month's periodic rent.

23 2. A tenant may not correct at the landlord's expense  
24 if the condition was caused by the deliberate or negligent  
25 act or omission of the tenant, a member of the tenant's family  
26 or other person in the mobile home park with the tenant's  
27 consent.

28 Sec. 25. NEW SECTION. TENANT'S REMEDIES FOR LANDLORD'S  
29 UNLAWFUL OUSTER, EXCLUSION OR DIMINUTION OF SERVICES. If  
30 the landlord unlawfully removes or excludes the tenant from  
31 the mobile home park or willfully diminishes services to the  
32 tenant by interrupting or causing the interruption of electric,  
33 gas, water or other essential service to the tenant, the  
34 tenant may recover possession, require the restoration of  
35 essential services or terminate the rental agreement and,

1 in either case, recover an amount not to exceed two months'  
2 periodic rent and twice the actual damages sustained by the  
3 tenant.

4 Sec. 26. NEW SECTION. NONCOMPLIANCE WITH RENTAL AGREEMENT  
5 BY TENANT--FAILURE TO PAY RENT.

6 1. Except as provided in this chapter, if there is a ma-  
7 terial noncompliance by the tenant with the rental agreement,  
8 the landlord may deliver a written notice to the tenant speci-  
9 fying the acts and omissions constituting the breach and that  
10 the rental agreement will terminate upon a date not less than  
11 thirty days after receipt of the notice if the breach is not  
12 remedied in fourteen days. If there is a noncompliance by  
13 the tenant with section eighteen (18) of this Act materially  
14 affecting health and safety, the landlord may deliver a written  
15 notice to the tenant specifying the acts and omissions consti-  
16 tuting the breach and that the rental agreement will terminate  
17 upon a date not less than thirty days after receipt of the  
18 notice if the breach is not remedied in fourteen days.  
19 However, if the breach is remediable by repair or the payment  
20 of damages or otherwise, and the tenant adequately remedies  
21 the breach prior to the date specified in the notice, the  
22 rental agreement will not terminate.

23 2. If rent is unpaid when due and the tenant fails to  
24 pay rent within three days, the landlord may terminate the  
25 rental agreement.

26 3. Except as otherwise provided in this chapter, the  
27 landlord may recover damages, obtain injunctive relief or  
28 recover possession of the mobile home space pursuant to an  
29 action in forcible detainer for any material noncompliance  
30 by the tenant with the rental agreement or with section  
31 eighteen (18) of this Act.

32 4. The remedy provided in subsection three (3) of this  
33 section is in addition to any right of the landlord arising  
34 under subsection one (1) of this section.

35 Sec. 27. NEW SECTION. FAILURE TO MAINTAIN BY TENANT.

1 If there is noncompliance by the tenant with section eighteen  
2 (18) of this Act materially affecting health and safety that  
3 can be remedied by repair, replacement of a damaged item or  
4 cleaning and the tenant fails to comply as promptly as condi-  
5 tions require in case of emergency or within fourteen days  
6 after written notice by the landlord specifying the breach  
7 and requesting that the tenant remedy it within that period  
8 of time, the landlord may enter the mobile home space, and  
9 cause the work to be done in a workmanlike manner and submit  
10 an itemized bill for the actual and reasonable cost or the  
11 fair and reasonable value thereof as additional rent on the  
12 next date when periodic rent is due, or if the rental agreement  
13 was terminated, for immediate payment.

14 Sec. 28. NEW SECTION. REMEDIES FOR ABANDONMENT--REQUIRED  
15 REGISTRATION.

16 1. If a tenant abandons a mobile home on a mobile home  
17 space, the landlord shall notify the legal owner or lienholder  
18 of the mobile home within a reasonable time and communicate  
19 to that person his or her liability for any costs encumbered  
20 for the mobile home space for such mobile home, including  
21 rent and utilities due and owing. Any and all costs shall  
22 then become the responsibility of the legal owner or lienholder  
23 of the mobile home. The mobile home may not be removed from  
24 the mobile home space without a signed written agreement from  
25 the landlord showing clearance for removal, showing all moneys  
26 due and owing paid in full, or an agreement reached with the  
27 legal owner and the landlord.

28 2. A required standardized registration form shall be  
29 filled out by each tenant, upon the rental of a mobile home  
30 space, showing the mobile home make, year, serial number and  
31 license number and also showing if the mobile home is paid  
32 for, if there is a lien on the mobile home, and if so the  
33 lienholder, and who is the legal owner of the mobile home.  
34 The registration cards or forms shall be kept on file with  
35 the landlord as long as the mobile home is on the mobile home

1 space within the mobile home park. The tenant shall give  
2 notice to the landlord within ten days of any new lien, changes  
3 of existing lien or settlement of lien.

4 Sec. 29. NEW SECTION. WAIVER OF LANDLORD'S RIGHT TO TER-  
5 MINATE. Acceptance of rent, or any portion thereof, with  
6 knowledge of a default by tenant or acceptance of performance  
7 by the tenant that varied from the terms of the rental  
8 agreement or rules subsequently adopted by the landlord  
9 constitutes a waiver of the landlord's right to terminate  
10 the rental agreement for that breach, unless otherwise agreed  
11 after the breach has occurred.

12 Sec. 30. NEW SECTION. LANDLORD LIENS. A lien on behalf  
13 of the landlord on the tenant's personal property is not  
14 enforceable unless perfected before the effective date of  
15 this Act.

16 Sec. 31. NEW SECTION. PERIODIC TENANCY--HOLDOVER REMEDIES.

17 1. The landlord may terminate a tenancy only as provided  
18 in this chapter.

19 2. If the tenant remains in possession without the  
20 landlord's consent after expiration of the term of the rental  
21 agreement or its termination, the landlord may bring an action  
22 for possession and if the tenant's holdover is willful and  
23 not in good faith the landlord in addition may recover an  
24 amount not to exceed two months' periodic rent and twice the  
25 actual damages sustained by the landlord.

26 Sec. 32. NEW SECTION. LANDLORD AND TENANT REMEDIES FOR  
27 ABUSE OF ACCESS TO MOBILE HOME SPACE.

28 1. If the tenant refuses to allow lawful access to the  
29 mobile home space, the landlord may terminate the rental  
30 agreement and may recover actual damages.

31 2. If the landlord makes an unlawful entry or a lawful  
32 entry to the mobile home space in an unreasonable manner or  
33 makes repeated demands for entry otherwise lawful but which  
34 have the effect of unreasonably harassing the tenant, the  
35 tenant may obtain injunctive relief to prevent the recurrence

1 of the conduct or terminate the rental agreement. In either  
2 case, the tenant may recover actual damages not less than  
3 an amount equal to one month's rent plus attorney's fees,  
4 plus any unused prepaid rent.

5 Sec. 33. NEW SECTION. RETALIATORY CONDUCT PROHIBITED.

6 1. Except as provided in this section, a landlord may  
7 not retaliate by increasing rent or decreasing services or  
8 by bringing or threatening to bring an action for possession  
9 or failure to renew a lease after any of the following:

10 a. The tenant has complained to a governmental agency  
11 charged with responsibility for enforcement of a building  
12 or housing code of a violation applicable to the mobile home  
13 park materially affecting health and safety. However, a  
14 complaint filed with a governmental body must be in good  
15 faith.

16 b. The tenant has complained to the landlord of a violation  
17 under section sixteen (16) of this Act.

18 c. The tenant has organized or become a member of a  
19 tenant's union or similar organization.

20 d. For exercising any of the rights and remedies pur-  
21 suant to this Act.

22 2. If the landlord acts in violation of subsection one  
23 (1) of this section, the tenant is entitled to the remedies  
24 provided in section twenty-five (25) of this Act and has a  
25 defense in an action for possession. In an action by or  
26 against the tenant, evidence of a complaint within six months  
27 prior to the alleged act of retaliation creates a presumption  
28 that the landlord's conduct was in retaliation. The  
29 presumption does not arise if the tenant made the complaint  
30 after notice of termination of the rental agreement. For  
31 the purpose of this subsection, "presumption" means that the  
32 trier of fact must find the existence of the fact presumed  
33 unless and until evidence is introduced which would support  
34 a finding of its nonexistence.

35 3. Notwithstanding subsections one (1) and two (2) of

1 this section, a landlord may bring an action for possession  
2 if either of the following occurs:

3 a. The violation of the applicable building or housing  
4 code was caused primarily by lack of reasonable care by the  
5 tenant or other person in the household or upon the premises  
6 with the tenant's consent.

7 b. The tenant is in default of rent three days after rent  
8 is due. The maintenance of the action does not release the  
9 landlord from liability under section twenty-two (22),  
10 subsection two (2) of this Act.

11 Sec. 34. Section one hundred thirty-five D point one  
12 (135D.1), Code 1977, is amended by adding the following new  
13 subsection:

14 NEW SUBSECTION. "Modular home" means a factory-built  
15 structure which is manufactured or constructed to be used  
16 as a place for human habitation, but which is not constructed  
17 or equipped with a permanent hitch or other device allowing  
18 it to be attached or towed behind a motor vehicle, and which  
19 does not have permanently attached to its body or frame any  
20 wheels or axles.

21 Sec. 35. Section one hundred thirty-five D point one  
22 (135D.1), subsection two (2), Code 1977, is amended by adding  
23 the following new paragraph:

24 NEW PARAGRAPH. A mobile home park must be classified as  
25 to whether it is a residential mobile home park or a  
26 recreational mobile park or both. Sections one hundred thirty-  
27 five D point fourteen (135D.14) and one hundred thirty-five  
28 D point fifteen (135D.15) of the Code shall apply only to  
29 recreational mobile home parks. The mobile home park  
30 residential landlord tenant Act shall only apply to residential  
31 mobile home parks.

32 Sec. 36. Section one hundred thirty-five D point fourteen  
33 (135D.14), Code 1977, is amended to read as follows:

34 135D.14 PARKS OWNED BY PUBLIC. Any mobile home park owned  
35 and operated by any municipality shall meet all provisions

1 of this chapter. Any recreational mobile home park owned  
2 or operated by any agency or department of the state, county,  
3 city or any nonprofit corporation within which the length  
4 of stay is limited to not more than fourteen consecutive days  
5 shall not be affected by any provision of this chapter except  
6 that such parks shall be subject to routine inspection by  
7 the state health department or a designee thereof. Upon  
8 routine inspections by the state health department or its  
9 designee, the inspecting officer shall make a report of his  
10 findings and recommendations in writing and submit such report  
11 to the agency or department of the state responsible for  
12 operation of the park.

13 Sec. 37. Section one hundred thirty-five D point twenty-  
14 four (135D.24), Code 1977, is amended by adding the following  
15 new paragraph:

16 NEW PARAGRAPH. A modular home as defined by this chapter  
17 shall not be subject to or assessed the semiannual tax pursuant  
18 to this section, but shall be assessed and taxed as real  
19 estate pursuant to chapter four hundred twenty-seven (427)  
20 of the Code.

21 Sec. 38. Chapter one hundred thirty-five D (135D), Code  
22 1977, is amended by adding the following new section:

23 NEW SECTION. MODULAR HOME EXEMPTION. For the purposes  
24 of this chapter a modular home shall not be construed to be  
25 a mobile home and shall be exempt from the provisions of this  
26 chapter. This section shall not prohibit the location of  
27 a modular home within a mobile home park.

28 Sec. 39. This Act is effective January 1, 1979.  
29  
30  
31  
32  
33  
34  
35

WEDNESDAY, APRIL 12, 1978

SENATE AMENDMENT TO  
HOUSE FILE 2135

H-5975

- 1 Amend House File 2135 as amended, passed and  
2 reprinted by the House as follows:
- 3 1. Page 1, line 12, by striking the word "housing"  
4 and inserting in lieu thereof the word "living".
- 5 2. Page 1, line 30, by striking the words "be  
6 applicable" and inserting in lieu thereof the word  
7 "apply".
- 8 3. Page 2, line 2, by inserting after the word  
9 "landlord" the words "or tenant".
- 10 4. Page 2, line 4, by inserting after the word  
11 "Act." the words "An action under this Act may be  
12 brought as a small claim pursuant to the provisions  
13 of chapter six hundred thirty-one (631) of the Code."
- 14 5. Page 2, line 6, by inserting after the word  
15 "landlord" the words "or tenant".
- 16 6. Page 3, by striking lines 4 through 8 and  
17 inserting in lieu thereof the word "allows."
- 18 7. Page 3, by striking lines 20 and 21.
- 19 8. Page 3, lines 22 and 23, by striking the words  
20 ", sublessor or operator, or any combination thereof,"  
21 and inserting in lieu thereof the words "or sublessor".
- 22 9. Page 3, line 26, by striking the word "Home"  
23 and inserting in lieu thereof the word "home".
- 24 10. Page 4, line 10, by striking the words "or  
25 space".
- 26 11. Page 4, line 24, by striking the words "or  
27 a mobile home and a mobile home space".
- 28 12. Page 5, line 35, by inserting after the word  
29 "mail" the words "return receipt requested".
- 30 13. Page 6, line 4, by striking the words ", if  
31 known".
- 32 14. Page 6, by striking line 26 and inserting  
33 in lieu thereof the words "and thereafter in equal  
34 monthly".
- 35 15. Page 6, by striking lines 29 through page  
36 7, line 1, and inserting in lieu thereof the following:  
37 "4. Rental agreements shall be for a term of one  
38 year unless otherwise specified in the rental  
39 agreement. Rental agreements shall be cancelled by  
40 at least sixty days written notice given by either  
41 party. A landlord shall not cancel a rental agreement  
42 solely for the purpose of making the tenant's mobile  
43 home space available for another mobile home."
- 44 16. Page 7, line 3, by inserting after the word  
45 "common" the words "in the mobile home".
- 46 17. Page 7, line 14, by striking the word "lot"  
47 and inserting in lieu thereof the word "space".
- 48 18. Page 7, line 18, by striking the word "lot"  
49 and inserting in lieu thereof the word "space".
- 50 19. Page 8, line 9, by striking the word "may"

- 1 and inserting in lieu thereof the word "shall".
- 2 20. Page 3, line 16, by striking the words "and
- 3 prepaid rent".
- 4 21. Page 8, line 19, by inserting after the word
- 5 "bank" the words ", credit union".
- 6 22. Page 8, by striking line 23.
- 7 23. Page 8, line 24, by striking the word and
- 8 figure "(117), all" and inserting in lieu thereof
- 9 the word "All".
- 10 24. Page 8, line 28, by striking the word "four-
- 11 teen" and inserting in lieu thereof the word "thirty".
- 12 25. Page 9, line 15, by striking the word "four-
- 13 teen" and inserting in lieu thereof the word "thirty".
- 14 26. Page 9, line 30, by striking the figure "7."
- 15 27. Page 9, line 32, by striking the word "section"
- 16 and inserting in lieu thereof the word "subsection".
- 17 28. Page 11, line 15, by striking the words "fully
- 18 explain" and inserting in lieu thereof the words
- 19 "provide a written explanation of".
- 20 29. Page 11, line 17, by inserting after the word
- 21 "unless" the words "the utility charges are".
- 22 30. Page 11, line 35, by inserting after the word
- 23 "safety" the words "which are primarily imposed upon
- 24 the landlord".
- 25 31. Page 12, by striking lines 7 and 8 and
- 26 inserting in lieu thereof the word "all".
- 27 32. Page 12, by striking lines 10 through 13 and
- 28 inserting in lieu thereof the following:
- 29 "e. Provide for removal of garbage, rubbish, and
- 30 other waste from the mobile home park."
- 31 33. Page 12, lines 28 and 29, by striking the
- 32 words "which includes a mobile home space subject
- 33 to a rental agreement".
- 34 34. Page 12, lines 33 and 34, by striking the
- 35 words "which includes a mobile home space".
- 36 35. Page 13, line 2, by inserting after the word
- 37 "liability" the words "arising prior to the notice".
- 38 36. Page 13, lines 13 and 14, by striking the
- 39 words "as clean and safe as the condition of the
- 40 mobile home park permits" and inserting in lieu thereof
- 41 the words "reasonably clean and safe".
- 42 37. Page 13, lines 16 and 17, by striking the
- 43 words "as prescribed by park rules".
- 44 38. Page 13, line 26, by striking the words "shall
- 45 adopt written" and inserting in lieu thereof the words
- 46 "may adopt".
- 47 39. Page 13, line 29, by inserting after the word
- 48 "only" the words "if they are written and".
- 49 40. Page 13, line 31, by striking the word "park,"
- 50 and inserting in lieu thereof the words "park, to".

- 1 41. Page 13, line 32, by striking the words  
2 "abusive use or" and inserting in lieu thereof the  
3 words "abuse, to".
- 4 42. Page 13, line 34, by inserting after the word  
5 "generally" the words ", or to facilitate mobile home  
6 park management".
- 7 43. Page 14, line 9, by striking the word "has"  
8 and inserting in lieu thereof the words "is given".
- 9 44. Page 14, by striking lines 10 through 12 and  
10 inserting in lieu thereof the words "rental agreement  
11 is entered into."
- 12 45. Page 14, by striking lines 22 and 23 and  
13 inserting in lieu thereof the following:  
14 "3. A landlord shall not:".
- 15 46. Page 14, line 27, by inserting after the word  
16 "occupying" the words "or removing from".
- 17 47. Page 15, by striking lines 17 and 18 and  
18 inserting in lieu thereof the following:  
19 "1. A landlord shall not have the right of access  
20 to a mobile home owned by a tenant unless such access  
21 is necessary to prevent damage to the mobile home  
22 space or is in response to an emergency situation.  
23 2. The landlord may enter onto the mobile home  
24 space in order to inspect the mobile home space, make  
25 necessary or agreed repairs or improvements, supply  
26 necessary or agreed services or exhibit the mobile  
27 home space to prospective or actual purchasers,  
28 mortgagees, tenants, workers or contractors."
- 29 48. Page 15, line 21, by striking the word  
30 "sublet," and inserting in lieu thereof the words  
31 "rent the mobile home to another, only".
- 32 49. Page 16, lines 32 and 33, by striking the  
33 words "or any person wrongfully in possession".
- 34 50. Page 16, line 34, by inserting after the word  
35 "tenant" the words "plus reasonable attorney's fees  
36 and court costs".
- 37 51. Page 17, line 1, by striking the words "is  
38 in noncompliance" and inserting in lieu thereof the  
39 words "fails to comply".
- 40 52. Page 17, line 2, by inserting after the word  
41 "Act" the words "at the time of delivery".
- 42 53. Page 17, by striking lines 5 through 8.
- 43 54. Page 17, by striking lines 9 through 27.
- 44 55. Page 18, line 24, by inserting after the word  
45 "days" the words "after written notice by the landlord  
46 of nonpayment and of the landlord's intention to  
47 terminate the rental agreement if the rent is not  
48 paid within that period of time".
- 49 56. Page 19, line 19, by striking the word "encum-  
50 bered" and inserting in lieu thereof the word

- 1 "incurred".
- 2 57. Page 20, by striking lines 5 and 6 and insert-
- 3 ing in lieu thereof the words "MINUTE. Acceptance
- 4 of performance".
- 5 58. Page 20, line 19, by striking the word "If"
- 6 and inserting in lieu thereof the words
- 7 "Notwithstanding section six hundred forty-eight point
- 8 nineteen (648.19) of the Code, if".
- 9 59. Page 20, line 22, by striking the word "if"
- 10 and inserting in lieu thereof the words "recover
- 11 actual damages. If".
- 12 60. Page 20, by inserting after line 25 the words
- 13 "In any event, the landlord may recover reasonable
- 14 attorney's fees and court costs."
- 15 61. Page 21, lines 3 and 4, by striking the words
- 16 ", plus any unused prepaid rent".
- 17 62. Page 21, line 6, by striking the word "may"
- 18 and inserting in lieu thereof the word "shall".
- 19 63. Page 21, line 9, by striking the words "failure
- 20 to renew a lease" and inserting in lieu thereof the
- 21 words "by failing to renew a rental agreement".
- 22 64. Page 21, line 13, by striking the word
- 23 "However" and inserting in lieu thereof the words
- 24 "For this subsection to apply".
- 25 65. Renumbering sections and correcting internal
- 26 references as necessary.

H-5975 FILED  
RECEIVED FROM SENATE  
APRIL 12, 1978

*House concurred 4/13 (p. 1532)*

- 1 Amend House File 2135 as amended, passed, and  
2 reprinted by the House as follows:
- 3 1. Page 1, line 12, by striking the word "housing"  
4 and inserting in lieu thereof the word "living".
- 5 2. Page 1, line 30, by striking the words "be  
6 applicable" and inserting in lieu thereof the word  
7 "apply".
- 8 3. Page 2, line 2, by inserting after the word  
9 "landlord" the words "or tenant".
- 10 4. Page 2, line 4, by inserting after the word  
11 "Act." the words "An action under this Act may be  
12 brought as a small claim pursuant to the provisions  
13 of chapter six hundred thirty-one (631) of the Code."
- 14 5. Page 2, line 6, by inserting after the word  
15 "landlord" the words "or tenant".
- 16 6. Page 3, by striking lines 4 through 8 and  
17 inserting in lieu thereof the word "allows."
- 18 7. Page 3, by striking lines 20 and 21.
- 19 8. Page 3, lines 22 and 23, by striking the words  
20 ", sublessor or operator, or any combination thereof,"  
21 and inserting in lieu thereof the words "or sublessor".
- 22 9. Page 3, line 26, by striking the word "Home"  
23 and inserting in lieu thereof the word "home".
- 24 10. Page 4, line 10, by striking the words "or  
25 space".
- 26 11. Page 4, line 24, by striking the words "or  
27 a mobile home and a mobile home space".
- 28 12. Page 5, line 35, by inserting after the word  
29 "mail" the words "return receipt requested".
- 30 13. Page 6, line 4, by striking the words ", if  
31 known".
- 32 14. Page 6, by striking line 26 and inserting  
33 in lieu thereof the words "and thereafter in equal  
34 monthly".
- 
- 35 15. Page 6, by striking lines 29 through page  
36 7, line 1, and inserting in lieu thereof the following:  
37 "4. Rental agreements shall be for a term of one  
38 year unless otherwise specified in the rental  
39 agreement. Rental agreements shall be cancelled by  
40 at least sixty days written notice given by either  
41 party. A landlord shall not cancel a rental agreement  
42 solely for the purpose of making the tenant's mobile  
43 home space available for another mobile home."
- 
- 44 16. Page 7, line 3, by inserting after the word  
45 "common" the words "in the mobile home".
- 46 17. Page 7, line 14, by striking the word "lot"  
47 and inserting in lieu thereof the word "space".
- 48 18. Page 7, line 18, by striking the word "lot"  
49 and inserting in lieu thereof the word "space".
- 50 19. Page 8, line 9, by striking the word "may"

- 1 and inserting in lieu thereof the word "shall".
- 2 20. Page 8, line 19, by inserting after the word
- 3 "bank" the words ", credit union".
- 4 21. Page 8, by striking line 23.
- 5 22. Page 8, line 24, by striking the word and
- 6 figure "(117), all" and inserting in lieu thereof
- 7 the word "All".
- 8 23. Page 8, line 28, by striking the word "four-
- 9 teen" and inserting in lieu thereof the word "thirty".
- 10 24. Page 9, line 30, by striking the figure "7."
- 11 25. Page 9, line 32, by striking the word "section"
- 12 and inserting in lieu thereof the word "subsection".
- 13 26. Page 11, line 15, by striking the words "fully
- 14 explain" and inserting in lieu thereof the words
- 15 "provide a written explanation of".
- 16 27. Page 11, line 17, by inserting after the word
- 17 "unless" the words "the utility charges are".
- 18 28. Page 11, line 35, by inserting after the word
- 19 "safety" the words "which are primarily imposed upon
- 20 the landlord".
- 21 29. Page 12, by striking lines 7 and 8 and
- 22 inserting in lieu thereof the word "all".
- 23 30. Page 12, by striking lines 10 through 13 and
- 24 inserting in lieu thereof the following:
- 25 "e. Provide for removal of garbage, rubbish, and
- 26 other waste from the mobile home park."
- 27 31. Page 12, lines 28 and 29, by striking the
- 28 words "which includes a mobile home space subject
- 29 to a rental agreement".
- 30 32. Page 12, lines 33 and 34, by striking the
- 31 words "which includes a mobile home space".
- 32 33. Page 13, line 2, by inserting after the word
- 33 "liability" the words "arising prior to the notice".
- 34 34. Page 13, lines 13 and 14, by striking the
- 35 words "as clean and safe as the condition of the
- 36 mobile home park permits" and inserting in lieu thereof
- 37 the words "reasonably clean and safe".
- 38 35. Page 13, lines 16 and 17, by striking the
- 39 words "as prescribed by park rules".
- 40 36. Page 13, line 26, by striking the words "shall
- 41 adopt written" and inserting in lieu thereof the words
- 42 "may adopt".
- 43 37. Page 13, line 29, by inserting after the word
- 44 "only" the words "if they are written and".
- 45 38. Page 13, line 31, by striking the word "park,"
- 46 and inserting in lieu thereof the words "park, to".
- 47 39. Page 13, line 32, by striking the words
- 48 "abusive use or" and inserting in lieu thereof the
- 49 words "abuse, to".
- 50 40. Page 13, line 34, by inserting after the word

1 "generally" the words ", or to facilitate mobile home  
2 park management".

3 41. Page 14, line 9, by striking the word "has"  
4 and inserting in lieu thereof the words "is given".

5 42. Page 14, by striking lines 10 through 12 and  
6 inserting in lieu thereof the words "rental agreement  
7 is entered into."

8 43. Page 14, by striking lines 22 and 23 and  
9 inserting in lieu thereof the following:

10 "3. A landlord shall not:".

11 44. Page 14, line 27, by inserting after the word  
12 "occupying" the words "or moving from".

13 45. Page 15, by striking lines 17 and 18 and  
14 inserting in lieu thereof the following:

15 "1. A landlord shall not have the right of access  
16 to a mobile home owned by a tenant unless such access  
17 is necessary to prevent damage to the mobile home  
18 space or is in response to an emergency situation.

19 2. The landlord may enter onto the mobile home  
20 space in order to inspect the mobile home space, make  
21 necessary or agreed repairs or improvements, supply  
22 necessary or agreed services or exhibit the mobile  
23 home space to prospective or actual purchasers,  
24 mortgagees, tenants, workers or contractors."

25 46. Page 15, line 21, by striking the word  
26 "sublet," and inserting in lieu thereof the words  
27 "rent the mobile home to another, only".

28 47. Page 16, lines 32 and 33, by striking the  
29 words "or any person wrongfully in possession".

30 48. Page 16, line 34, by inserting after the word  
31 "tenant" the words "plus reasonable attorney's fees  
32 and court costs".

33 49. Page 17, line 1, by striking the words "is  
34 in noncompliance" and inserting in lieu thereof the  
35 words "fails to comply".

36 50. Page 17, line 2, by inserting after the word  
37 "Act" the words "at the time of delivery".

38 51. Page 17, by striking lines 5 through 8.

39 52. Page 17, by striking lines 9 through 27.

40 53. Page 18, line 24, by inserting after the word  
41 "days" the words "after written notice by the landlord  
42 of nonpayment and of the landlord's intention to  
43 terminate the rental agreement if the rent is not  
44 paid within that period of time".

45 54. Page 19, line 19, by striking the word "encum-  
46 bered" and inserting in lieu thereof the word  
47 "incurred".

48 55. Page 20, by striking lines 5 and 6 and insert-  
49 ing in lieu thereof the words "MINUTE. Acceptance  
50 of performance".

- 1 56. Page 20, line 19, by striking the word "If"  
2 and inserting in lieu thereof the words  
3 "Notwithstanding section six hundred forty-eight point  
4 nineteen (648.19) of the Code, if".  
5 57. Page 20, line 22, by striking the word "if"  
6 and inserting in lieu thereof the words "recover  
7 actual damages. If".  
8 58. Page 20, by inserting after line 25 the words  
9 "In any event, the landlord may recover reasonable  
10 attorney's fees and court costs."  
11 59. Page 21, lines 3 and 4, by striking the words  
12 ", plus any unused prepaid rent".  
13 60. Page 21, line 6, by striking the word "may"  
14 and inserting in lieu thereof the word "shall".  
15 61. Page 21, line 9, by striking the words "failure  
16 to renew a lease" and inserting in lieu thereof the  
17 words "by failing to renew a rental agreement".  
18 62. Page 21, line 13, by striking the word  
19 "However" and inserting in lieu thereof the words  
20 "For this subsection to apply".  
21 63. By renumbering sections and correcting internal  
22 references as necessary.

S-5400 FILED *Adopted 4/7 (p. 722)* BY COMMITTEE ON STATE GOVERNMENT  
MARCH 23, 1978 MINNETTE F. DODERER, Chairperson

HOUSE FILE 2135

S-5434

- 1 Amend House File 2135 as amended, passed and
- 2 reprinted by the House as follows:
- 3 1. Page 8, line 16, by striking the words "and
- 4 prepaid rent".

S-5434 FILED *Adopted 4/4 (722)* BY BOB RUSH  
MARCH 30, 1978

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HOUSE FILE 2135

S-5472

- 1 Amend House File 2135 as amended, passed and
- 2 reprinted by the House as follows:
- 3 1. Page 9, line 15, by striking the word "four-
- 4 teen" and inserting in lieu thereof the word "thirty".

S-5472 FILED & ADOPTED *(p. 722)* BY BOB RUSH.  
APRIL 4, 1978

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HOUSE FILE 2135

S-5476

- 1 Amend the State Government Committee amendment
- 2 S-5400 to House File 2135 as amended, passed and
- 3 reprinted by the House as follows:
- 4 1. Page 1, by striking lines 41 through 43 and
- 5 inserting in lieu thereof the word "party."

S-5476 FILED & LOST *(p. 722)* BY E. KEVIN KELLY  
APRIL 4, 1978

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HOUSE FILE 2135

AN ACT

TO ESTABLISH A MOBILE HOME PARKS RESIDENTIAL LANDLORD AND  
TENANT ACT AND PROVIDING CIVIL PENALTIES.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

DIVISION I

GENERAL PROVISIONS

Section 1. NEW SECTION. SHORT TITLE. This chapter shall be known and may be cited as the mobile home parks residential landlord and tenant Act.

Sec. 2. NEW SECTION. PURPOSES. Underlying purposes and policies of this chapter are:

1. To simplify, clarify and establish the law governing the rental of mobile home spaces and rights and obligations of landlord and tenant.
2. To encourage landlord and tenant to maintain and improve the quality of mobile home living.

Sec. 3. NEW SECTION. SUPPLEMENTARY PRINCIPLES OF LAW APPLICABLE. Unless displaced by the provisions of this Act, the principles of law and equity, including the law relating to capacity to contract, mutuality of obligations, principal and agent, real property, public health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy or other validating or invalidating cause supplement its provisions.

Sec. 4. NEW SECTION. ADMINISTRATION OF REMEDIES; ENFORCEMENT.

1. The remedies provided by this Act shall be so administered that the aggrieved party may recover appropriate damages. The aggrieved party has a duty to mitigate damages.
2. Any right or obligation declared by this Act is enforceable by action unless the provision declaring it

specifies a different and limited effect.

Sec. 5. NEW SECTION. EXCLUSIONS FROM APPLICATION OF CHAPTER. The provisions of this Act shall not apply to an occupancy in or operation of public housing as authorized, provided or conducted pursuant to chapter four hundred three A (403A) of the Code, or pursuant to any federal law or regulation with which it might conflict.

Sec. 6. NEW SECTION. JURISDICTION AND SERVICE OF PROCESS.

1. The appropriate district court of this state may exercise jurisdiction over a landlord or tenant with respect to conduct in this state governed by this Act or with respect to any claim arising from a transaction subject to this Act. An action under this Act may be brought as a small claim pursuant to the provisions of chapter six hundred thirty-one (631) of the Code. In addition to any other method provided by rule or by statute, personal jurisdiction over a landlord or tenant may be acquired in a civil action or proceeding instituted in the appropriate district court by the service of process in the manner provided by this section.

2. If a landlord is not a resident of this state or is a corporation not authorized to do business in this state and engages in conduct in this state governed by this Act, or engages in a transaction subject to this Act, the landlord shall designate an agent upon whom service of process may be made in this state. The agent shall be a resident of this state or a corporation authorized to do business in this state. The designation shall be in writing and filed with the secretary of state. If no designation is made and filed or if process cannot be served in this state upon the designated agent, process may be served upon the secretary of state, but the plaintiff or petitioner shall forthwith mail a copy of this process and pleading by certified mail, return receipt requested, to the defendant or respondent at that person's last reasonably ascertained address. If there is no last reasonably ascertainable address and if the

defendant or respondent has not complied with section fourteen (14), subsections one (1) and two (2) of this Act, then service upon the secretary of state shall be sufficient service of process without the mailing of copies to the defendant or respondent. Service of process shall be deemed complete and the time shall begin to run for the purposes of this section at the time of service upon the secretary of state. The defendant shall appear and answer within thirty days after completion thereof in the manner and under the same penalty as if defendant had been personally served with the summons. An affidavit of compliance with this section shall be filed with the clerk of the district court on or before the return day of the process, or within any further time the court allows.

Sec. 7. NEW SECTION. GENERAL DEFINITIONS. Subject to additional definitions contained in subsequent sections of this Act which apply to specific sections thereof, and unless the context otherwise requires, in this chapter:

1. "Building and housing codes" include any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any mobile home park, dwelling unit or mobile home space.

2. "Dwelling unit" excludes real property used to accommodate a mobile home.

3. "Landlord" means the owner, lessor or sublessor of a mobile home park and it also means a manager of the mobile home park who fails to disclose as required by section fourteen (14) of this Act.

4. "Mobile home" means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons; but shall also include any such vehicle

with motive power not registered as a motor vehicle in Iowa.

5. "Mobile home space" means a parcel of land for rent which has been designed to accommodate a mobile home and provide the required sewer and utility connections.

6. "Business" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest and any other legal or commercial entity which is a landlord, owner, manager or constructive agent pursuant to section fourteen (14) of this Act.

7. "Owner" means one or more persons, jointly or severally, in whom is vested all or part of the legal title to property or all or part of the beneficial ownership and a right to present use and enjoyment of the mobile home park. The term includes a mortgagee in possession.

8. "Mobile home park" shall mean any site, lot, field or tract of land upon which two or more occupied mobile homes are harbored, either free of charge or for revenue purposes, and shall include any building, structure, tent, vehicle or enclosure used or intended for use as part of the equipment of such mobile home park.

9. "Rent" means a payment to be made to the landlord under the rental agreement.

10. "Rental agreement" means agreements, written or those implied by law, and valid rules and regulations adopted under section nineteen (19) of this Act embodying the terms and conditions concerning the use and occupancy of a mobile home space.

11. "Rental deposit" means a deposit of money to secure performance of a mobile home space rental agreement under this chapter other than a deposit which is exclusively in advance payment of rent.

12. "Tenant" means a person entitled under a rental agreement to occupy a mobile home space to the exclusion of others.

Sec. 8. NEW SECTION. UNCONSCIONABILITY.

1. If the court, as a matter of law, finds that:

a. A rental agreement or any provision thereof was unconscionable when made, the court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result.

b. A settlement in which a party waives or agrees to forego a claim or right under this chapter or under a rental agreement was unconscionable at the time it was made, the court may refuse to enforce the settlement, enforce the remainder of the settlement without the unconscionable provision, or limit the application of any unconscionable provision to avoid any unconscionable result.

2. If unconscionability is put into issue by a party or by the court upon its own motion the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose and effect of the rental agreement or settlement to aid the court in making the determination.

Sec. 9. NEW SECTION. NOTICE.

1. A person has notice of a fact if that person has actual knowledge of it, has received a notice or notification of it or, from all the facts and circumstances known to that person at the time in question, has reason to know that it exists. A person "knows" or "has knowledge" of a fact if that person has actual knowledge of it.

2. A person "notifies" or "gives" a notice or notification to another by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it. A person "receives" a notice or notification when it comes to that person's attention, or in the case of the landlord, it is delivered in hand or mailed by registered mail to the place of business of the landlord through which the rental agreement was made or at any place held out by the landlord as the place for receipt of the

communication or delivered to any individual who is designated as an agent by section fourteen (14) of this Act or, in the case of the tenant, it is delivered in hand to the tenant or mailed by registered mail return receipt requested to the tenant at the place held out by the tenant as the place for receipt of the communication or, in the absence of such designation, to the tenant's last known place of residence other than the landlord's mobile home or space.

3. "Notice", knowledge, or a notice or notification received by an organization is effective for a particular transaction from the time it is brought to the attention of the individual conducting the transaction and in any event from the time it would have been brought to that person's attention if the organization had exercised reasonable diligence, but such knowledge shall be subject to proof.

Sec. 10. NEW SECTION. TERMS AND CONDITIONS OF RENTAL AGREEMENT.

1. The landlord and tenant may include in a rental agreement terms and conditions not prohibited by this Act or other rule of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

2. The tenant shall pay as rent the amount stated in the rental agreement. In the absence of a rental agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the mobile home space.

3. Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed periodic rent is payable at the beginning of any term and thereafter in equal monthly installments. Rent shall be uniformly apportionable from day to day.

4. Rental agreements shall be for a term of one year unless otherwise specified in the rental agreement. Rental agreements shall be canceled by at least sixty days written notice given by either party. A landlord shall not cancel

a rental agreement solely for the purpose of making the tenant's mobile home space available for another mobile home.

5. If a tenant should die, the surviving joint tenant or tenant in common in the mobile home shall continue as tenant with all rights, privileges and liabilities as the original tenant.

6. If a tenant who was sole owner of a mobile home dies during the term of a rental agreement then that person's heirs or legal representative or the landlord shall have the right to cancel the tenant's lease by giving sixty days written notice to the person's heirs or legal representative or to the landlord, whichever is appropriate, and the heirs or the legal representative shall have the same rights, privileges and liabilities of the original tenant.

7. Improvements, except a natural lawn, purchased and installed by a tenant on a mobile home space shall remain the property of the tenant even though affixed to or in the ground and may be removed or disposed of by the tenant prior to the termination of the tenancy, provided that a tenant shall leave the mobile home space in substantially the same or better condition than upon taking possession.

Sec. 11. NEW SECTION. PROHIBITED PROVISIONS IN RENTAL AGREEMENTS.

1. A rental agreement shall not provide that the tenant or landlord does any of the following:

- a. Agrees to waive or to forego rights or remedies under this chapter.
- b. Agrees to pay the other party's attorney fees.
- c. Agrees to the exculpation or limitation of any liability of the other party arising under law or to indemnify the other party for that liability or the costs connected therewith.
- d. Agrees to a designated agent for the sale of tenant's mobile home.

2. A provision prohibited by subsection one (1) of this section included in a rental agreement is unenforceable.

If a landlord or tenant knowingly uses a rental agreement containing provisions known to be prohibited by this Act, the other party may recover actual damages sustained.

Nothing in this Act shall prohibit a rental agreement from requiring a tenant to maintain liability insurance which names the landlord as an insured as relates to the mobile home space rented by the tenant.

Sec. 12. NEW SECTION. SEPARATION OF RENTS AND OBLIGATIONS TO MAINTAIN PROPERTY FORBIDDEN. A rental agreement, assignment, conveyance, trust deed or security instrument shall not permit the receipt of rent, unless the landlord has agreed to comply with section sixteen (16), subsection one (1) of this Act.

#### DIVISION II

##### LANDLORD OBLIGATIONS

Sec. 13. NEW SECTION. RENTAL DEPOSITS.

1. A landlord shall not demand or receive as rental deposit an amount or value in excess of two months' rent.

2. All rental deposits shall be held by the landlord for the tenant, who is a party to the agreement, in a bank, credit union or savings and loan association which is insured by an agency of the federal government. Rental deposits shall not be commingled with the personal funds of the landlord. All rental deposits may be held in a trust account, which may be a common trust account and which may be an interest bearing account. Any interest earned on a rental deposit shall be the property of the landlord.

3. A landlord shall, within thirty days from the date of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, return the rental deposit to the tenant or furnish to the tenant a written statement showing the specific reason for withholding of the rental deposit or any portion thereof. If the rental deposit or any portion of the rental deposit is withheld for the restoration of the mobile home space, the statement shall

specify the nature of the damages. The landlord may withhold from the rental deposit only such amounts as are reasonably necessary for the following reasons:

a. To remedy a tenant's default in the payment of rent or of other funds due to the landlord pursuant to the rental agreement.

b. To restore the mobile home space to its condition at the commencement of the tenancy, ordinary wear and tear excepted.

4. In an action concerning the rental deposit, the burden of proving, by a preponderance of the evidence, the reason for withholding all or any portion of the rental deposit shall be on the landlord.

5. A landlord who fails to provide a written statement within thirty days of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions shall forfeit all rights to withhold any portion of the rental deposit. If no mailing address or instructions are provided to the landlord within one year from the termination of the tenancy the rental deposit shall revert to the landlord and the tenant will be deemed to have forfeited all rights to the rental deposit.

6. Upon termination of a landlord's interest in the mobile home park, the landlord or his or her agent shall, within a reasonable time, transfer the rental deposit, or any remainder after any lawful deductions to the landlord's successor in interest and notify the tenant of the transfer and of the transferee's name and address or return the deposit, or any remainder after any lawful deductions to the tenant.

Upon the termination of the landlord's interest in the mobile home park and compliance with the provisions of this subsection, the landlord shall be relieved of any further liability with respect to the rental deposit.

7. Upon termination of the landlord's interest in the mobile home park, the landlord's successor in interest shall

have all the rights and obligations of the landlord with respect to the rental deposits, except that if the tenant does not object to the stated amount within twenty days after written notice to the tenant of the amount of rental deposit being transferred or assumed, the obligations of the landlord's successor to return the deposit shall be limited to the amount contained in the notice. The notice shall contain a stamped envelope addressed to the landlord's successor and may be given by mail or by personal service.

8. The bad faith retention of a deposit by a landlord, or any portion of the rental deposit, in violation of this section shall subject the landlord to punitive damages not to exceed two hundred dollars in addition to actual damages.

Sec. 14. NEW SECTION. 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 his or her 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 mobile home park.

b. The owner of the 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 refurnished 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 one (1) and two (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 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. 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.

7. Each tenant shall be notified, in writing, of any rent increase at least sixty 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.

Sec. 15. NEW SECTION. LANDLORD TO DELIVER POSSESSION OF MOBILE HOME SPACE. At the commencement of the term the landlord shall deliver possession of the mobile home space to the tenant in compliance with the rental agreement and section sixteen (16) of this Act. The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in section thirty-one (31) of this Act.

Sec. 16. NEW SECTION. LANDLORD TO MAINTAIN FIT PREMISES.

1. The landlord shall:

a. Comply with the requirements of all applicable city,

county and state codes materially affecting health and safety which are primarily imposed upon the landlord.

b. Make all repairs and do whatever is necessary to put and keep the mobile home space in a fit and habitable condition.

c. Keep all common areas of the mobile home park in a clean and safe condition.

d. Maintain in good and safe working order and condition all facilities supplied or required to be supplied by the landlord.

e. Provide for removal of garbage, rubbish, and other waste from the mobile home park.

f. Furnish outlets for electric, water and sewer services.

2. A landlord shall not impose any conditions of rental or occupancy which restrict the tenant in the choice of a seller of fuel, furnishings, goods, services or mobile homes connected with the rental or occupancy of a mobile home space unless such condition is necessary to protect the health, safety, aesthetic value or welfare of mobile home tenants in the park. The landlord may impose reasonable requirements designed to standardize methods of utility connection and hookup. If any such conditions are imposed which result in charges for such goods or services, the charges shall not exceed the actual cost incurred in providing the tenant with such goods or services.

Sec. 17. NEW SECTION. LIMITATION OF LIABILITY.

1. A landlord who conveys a mobile home park in a good faith sale to a bona fide purchaser is relieved of liability under the rental agreement and this Act as to events occurring subsequent to written notice to the tenant of the conveyance.

2. A manager of a mobile home park is relieved of liability under the rental agreement and this Act as to events occurring after written notice to the tenant of the termination of his management, except such notice shall not terminate any agreement or legal liability arising prior to the notice.

DIVISION III  
TENANT OBLIGATIONS

Sec. 18. NEW SECTION. TENANT TO MAINTAIN MOBILE HOME SPACE--NOTICE OF VACATING. A tenant shall maintain his or her mobile home space in as good a condition as when the tenant took possession and shall:

1. Comply with all obligations primarily imposed upon tenants by applicable provisions of city, county and state codes materially affecting health and safety.
2. Keep that part of the mobile home park that the tenant occupies and uses reasonably clean and safe.
3. Dispose from the tenant's mobile home space all rubbish, garbage and other waste in a clean and safe manner.
4. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the mobile home park or knowingly permit any person to do so.
5. Conduct himself or herself and require other persons in the mobile home park with his or her consent to conduct themselves in a manner that will not disturb the tenant's neighbors' peaceful enjoyment of the mobile home park.

Sec. 19. NEW SECTION. RULES AND REGULATIONS.

1. A landlord may adopt rules or regulations, however described, concerning the tenant's use and occupancy of the mobile home park. Such rules or regulations are enforceable against the tenant only if they are written and if:
  - a. Their purpose is to promote the convenience, safety or welfare of the tenants in the mobile home park, to preserve the landlord's property from abuse, to make a fair distribution of services and facilities held out for the tenants generally, or to facilitate mobile home park management.
  - b. They are reasonably related to the purpose for which adopted.
  - c. They apply to all tenants in the mobile home park in a fair manner.
  - d. They are sufficiently explicit in prohibition, direction

or limitation of the tenant's conduct to fairly inform that person of what must or must not be done to comply.

e. They are not for the purpose of evading the obligations of the landlord.

f. The prospective tenant is given a copy of them before the rental agreement is entered into.

2. Notice of all such additions, changes, deletions or amendments shall be given to all mobile home tenants thirty days before they become effective. Any rule or condition of occupancy which is unfair and deceptive or which does not conform to the requirements of this chapter shall be unenforceable. A rule or regulation adopted after the tenant enters into the rental agreement is enforceable against the tenant only if it does not work a substantial modification of that person's rental agreement.

3. A landlord shall not:

- a. Deny rental unless the tenant or prospective tenant cannot conform to park rules and regulations.
- b. Require any person as a precondition to renting, leasing or otherwise occupying or removing from a mobile home space in a mobile home park to pay an entrance or exit fee of any kind unless for services actually rendered or pursuant to a written agreement.
- c. Deny any resident of a mobile home park the right to sell that person's mobile home at a price of his or her own choosing, but may reserve the right to approve the purchaser of such mobile home as a tenant but such permission may not be unreasonably withheld, provided however, that the landlord may, in the event of a sale to a third party, in order to upgrade the quality of the mobile home park, require that any mobile home in a rundown condition or in disrepair be removed from the park within sixty days.
- d. Exact a commission or fee with respect to the price realized by the tenant selling the tenant's mobile home, unless the park owner or operator has acted as agent for the

mobile home owner pursuant to a written agreement.

e. Require tenant to furnish permanent improvements which cannot be removed without damage thereto or to the mobile home space by tenant at expiration of the rental agreement.

f. Prohibit meetings between tenants in the mobile home park relating to mobile home living and affairs in the park community or recreational hall if such meetings are held at reasonable hours and when the facility is not otherwise in use.

Sec. 20. NEW SECTION. ACCESS.

1. A landlord shall not have the right of access to a mobile home owned by a tenant unless such access is necessary to prevent damage to the mobile home space or is in response to an emergency situation.

2. The landlord may enter onto the mobile home space in order to inspect the mobile home space, make necessary or agreed repairs or improvements, supply necessary or agreed services or exhibit the mobile home space to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

Sec. 21. NEW SECTION. TENANT TO OCCUPY AS A DWELLING UNIT--AUTHORITY TO SUBLET. The tenant shall occupy the tenant's mobile home only as a dwelling unit and may rent the mobile home to another, only upon written agreement with the park management.

DIVISION IV  
REMEDIES

Sec. 22. NEW SECTION. NONCOMPLIANCE BY THE LANDLORD.

1. Except as provided in this chapter, if there is a material noncompliance by the landlord with the rental agreement, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty days after receipt of the notice if the breach is not remedied in fourteen days. If there is a noncompliance by the landlord with section sixteen (16) of

this Act materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty days after receipt of the notice if the breach is not remedied in fourteen days. The rental agreement shall terminate and the mobile home space shall be vacated as provided in the notice subject to the following:

a. If the breach is remediable by repairs or the payment of damages or otherwise and the landlord adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate.

b. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family or other person in the mobile home park with the tenant's consent.

2. Except as provided in this chapter, the tenant may recover damages, and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or with section sixteen (16) of this Act.

3. The remedy provided in subsection two (2) of this section is in addition to any right of the tenant arising under subsection one (1) of this section.

Sec. 23. NEW SECTION. FAILURE TO DELIVER POSSESSION.

1. If the landlord fails to deliver physical possession of the mobile home space to the tenant as provided in section fifteen (15) of this Act, rent abates until possession is delivered and the tenant may do either of the following:

a. Upon written notice to the landlord, terminate the rental agreement and at that time the landlord shall return all deposits.

b. Demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the mobile home space against the landlord and recover the damages sustained by the tenant plus reasonable

attorney's fees and court costs.

2. If the landlord delivers physical possession to the tenant but fails to comply with section sixteen (16) of this Act at the time of delivery, rent shall not abate. The tenant may also proceed with the remedies provided for in section twenty-two (22) of this Act.

Sec. 24. NEW SECTION. TENANT'S REMEDIES FOR LANDLORD'S UNLAWFUL OUSTER, EXCLUSION OR DIMINUTION OF SERVICES. If the landlord unlawfully removes or excludes the tenant from the mobile home park or willfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, the tenant may recover possession, require the restoration of essential services or terminate the rental agreement and, in either case, recover an amount not to exceed two months' periodic rent and twice the actual damages sustained by the tenant.

Sec. 25. NEW SECTION. NONCOMPLIANCE WITH RENTAL AGREEMENT BY TENANT--FAILURE TO PAY RENT.

1. Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty days after receipt of the notice if the breach is not remedied in fourteen days. If there is a noncompliance by the tenant with section eighteen (18) of this Act materially affecting health and safety, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty days after receipt of the notice if the breach is not remedied in fourteen days. However, if the breach is remediable by repair or the payment of damages or otherwise, and the tenant adequately remedies the breach prior to the date specified in the notice, the

rental agreement will not terminate.

2. If rent is unpaid when due and the tenant fails to pay rent within three days after written notice by the landlord of nonpayment and of the landlord's intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may terminate the rental agreement.

3. Except as otherwise provided in this chapter, the landlord may recover damages, obtain injunctive relief or recover possession of the mobile home space pursuant to an action in forcible detainer for any material noncompliance by the tenant with the rental agreement or with section eighteen (18) of this Act.

4. The remedy provided in subsection three (3) of this section is in addition to any right of the landlord arising under subsection one (1) of this section.

Sec. 26. NEW SECTION. FAILURE TO MAINTAIN BY TENANT. If there is noncompliance by the tenant with section eighteen (18) of this Act materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning and the tenant fails to comply as promptly as conditions require in case of emergency or within fourteen days after written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the mobile home space, and cause the work to be done in a workmanlike manner and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as additional rent on the next date when periodic rent is due, or if the rental agreement was terminated, for immediate payment.

Sec. 27. NEW SECTION. REMEDIES FOR ABANDONMENT--REQUIRED REGISTRATION.

1. If a tenant abandons a mobile home on a mobile home space, the landlord shall notify the legal owner or lienholder of the mobile home within a reasonable time and communicate

to that person his or her liability for any costs incurred for the mobile home space for such mobile home, including rent and utilities due and owing. Any and all costs shall then become the responsibility of the legal owner or lienholder of the mobile home. The mobile home may not be removed from the mobile home space without a signed written agreement from the landlord showing clearance for removal, showing all moneys due and owing paid in full, or an agreement reached with the legal owner and the landlord.

2. A required standardized registration form shall be filled out by each tenant, upon the rental of a mobile home space, showing the mobile home make, year, serial number and license number and also showing if the mobile home is paid for, if there is a lien on the mobile home, and if so the lienholder, and who is the legal owner of the mobile home. The registration cards or forms shall be kept on file with the landlord as long as the mobile home is on the mobile home space within the mobile home park. The tenant shall give notice to the landlord within ten days of any new lien, changes of existing lien or settlement of lien.

Sec. 28. NEW SECTION. WAIVER OF LANDLORD'S RIGHT TO TERMINATE. Acceptance of performance by the tenant that varied from the terms of the rental agreement or rules subsequently adopted by the landlord constitutes a waiver of the landlord's right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred.

Sec. 29. NEW SECTION. LANDLORD LIENS. A lien on behalf of the landlord on the tenant's personal property is not enforceable unless perfected before the effective date of this Act.

Sec. 30. NEW SECTION. PERIODIC TENANCY--HOLDOVER REMEDIES.

1. The landlord may terminate a tenancy only as provided in this chapter.
2. Notwithstanding section six hundred forty-eight point nineteen (648.19) of the Code, if the tenant remains in

possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and recover actual damages. If the tenant's holdover is willful and not in good faith the landlord in addition may recover an amount not to exceed two months' periodic rent and twice the actual damages sustained by the landlord. In any event, the landlord may recover reasonable attorney's fees and court costs.

Sec. 31. NEW SECTION. LANDLORD AND TENANT REMEDIES FOR ABUSE OF ACCESS TO MOBILE HOME SPACE.

1. If the tenant refuses to allow lawful access to the mobile home space, the landlord may terminate the rental agreement and may recover actual damages.
2. If the landlord makes an unlawful entry or a lawful entry to the mobile home space in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In either case, the tenant may recover actual damages not less than an amount equal to one month's rent plus attorney's fees.

Sec. 32. NEW SECTION. RETALIATORY CONDUCT PROHIBITED.

1. Except as provided in this section, a landlord shall not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession or by failing to renew a rental agreement after any of the following:
  - a. The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the mobile home park materially affecting health and safety. For this subsection to apply, a complaint filed with a governmental body must be in good faith.
  - b. The tenant has complained to the landlord of a violation under section sixteen (16) of this Act.

c. The tenant has organized or become a member of a tenant's union or similar organization.

d. For exercising any of the rights and remedies pursuant to this Act.

2. If the landlord acts in violation of subsection one (1) of this section, the tenant is entitled to the remedies provided in section twenty-five (25) of this Act and has a defense in an action for possession. In an action by or against the tenant, evidence of a complaint within six months prior to the alleged act of retaliation creates a presumption that the landlord's conduct was in retaliation. The presumption does not arise if the tenant made the complaint after notice of termination of the rental agreement. For the purpose of this subsection, "presumption" means that the trier of fact must find the existence of the fact presumed unless and until evidence is introduced which would support a finding of its nonexistence.

3. Notwithstanding subsections one (1) and two (2) of this section, a landlord may bring an action for possession if either of the following occurs:

a. The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant or other person in the household or upon the premises with the tenant's consent.

b. The tenant is in default of rent three days after rent is due. The maintenance of the action does not release the landlord from liability under section twenty-two (22), subsection two (2) of this Act.

Sec. 33. Section one hundred thirty-five D point one (135D.1), Code 1977, is amended by adding the following new subsection:

NEW SUBSECTION. "Modular home" means a factory-built structure which is manufactured or constructed to be used as a place for human habitation, but which is not constructed or equipped with a permanent hitch or other device allowing

it to be attached or towed behind a motor vehicle, and which does not have permanently attached to its body or frame any wheels or axles.

Sec. 34. Section one hundred thirty-five D point one (135D.1), subsection two (2), Code 1977, is amended by adding the following new paragraph:

NEW PARAGRAPH. A mobile home park must be classified as to whether it is a residential mobile home park or a recreational mobile park or both. Sections one hundred thirty-five D point fourteen (135D.14) and one hundred thirty-five D point fifteen (135D.15) of the Code shall apply only to recreational mobile home parks. The mobile home park residential landlord tenant Act shall only apply to residential mobile home parks.

Sec. 35. Section one hundred thirty-five D point fourteen (135D.14), Code 1977, is amended to read as follows:

135D.14 PARKS OWNED BY PUBLIC. Any mobile home park owned and operated by any municipality shall meet all provisions of this chapter. Any recreational mobile home park owned or operated by any agency or department of the state, county, city or any nonprofit corporation within which the length of stay is limited to not more than fourteen consecutive days shall not be affected by any provision of this chapter except that such parks shall be subject to routine inspection by the state health department or a designee thereof. Upon routine inspections by the state health department or its designee, the inspecting officer shall make a report of his findings and recommendations in writing and submit such report to the agency or department of the state responsible for operation of the park.

Sec. 36. Section one hundred thirty-five D point twenty-four (135D.24), Code 1977, is amended by adding the following new paragraph:

NEW PARAGRAPH. A modular home as defined by this chapter shall not be subject to or assessed the semiannual tax pursuant

to this section, but shall be assessed and taxed as real estate pursuant to chapter four hundred twenty-seven (427) of the Code.

Sec. 37. Chapter one hundred thirty-five D (135D), Code 1977, is amended by adding the following new section:

NEW SECTION. MODULAR HOME EXEMPTION. For the purposes of this chapter a modular home shall not be construed to be a mobile home and shall be exempt from the provisions of this chapter. This section shall not prohibit the location of a modular home within a mobile home park.

Sec. 38. This Act is effective January 1, 1979.

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DALE M. COCHRAN  
Speaker of the House

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ARTHUR A. NEU  
President of the Senate

I hereby certify that this bill originated in the House and is known as House File 2135, Sixty-seventh General Assembly.

Approved June 26, 1978

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DAVID L. WRAY  
Chief Clerk of the House

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ROBERT D. RAY  
Governor