

LEGISLATIVE BILL 916

Approved by the Governor April 10, 1984

Introduced by Landis, 46

AN ACT relating to mobile homes; to adopt the Mobile Home Landlord and Tenant Act; to amend section 71-4624, Revised Statutes Supplement, 1983; to change certain fees; to provide an operative date; and to repeal the original section.
Be it enacted by the people of the State of Nebraska,

Section 1. Sections 1 to 62 of this act shall be known and may be cited as the Mobile Home Landlord and Tenant Act.

Sec. 2. (1) The Mobile Home Landlord and Tenant Act shall be liberally construed and applied to promote its underlying purposes and policies.

(2) The underlying purposes and policies of the Mobile Home Landlord and Tenant Act are:

(a) To simplify, clarify, and establish the law governing the rental of mobile home spaces and the rights and obligations of landlord and tenant; and

(b) To encourage landlord and tenant to maintain and improve the quality of mobile home living.

Sec. 3. Unless displaced by the provisions of the Mobile Home Landlord and Tenant 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 shall supplement the provisions of the act.

Sec. 4. (1) The remedies provided by the Mobile Home Landlord and Tenant Act shall be so administered that the aggrieved party may recover appropriate damages. The aggrieved party shall have a duty to mitigate damages.

(2) Any right or obligation declared by the Mobile Home Landlord and Tenant Act shall be enforceable by action unless the provision declaring it specifies a different and limited effect.

Sec. 5. A claim or right arising under the Mobile Home Landlord and Tenant Act or under a rental agreement may be settled by agreement.

Sec. 6. The Mobile Home Landlord and Tenant Act shall not apply to an occupancy in or operation of public housing as authorized, provided, or conducted pursuant to any federal law or regulation with which the act might conflict.

Sec. 7. The district, county, or municipal

court of this state may exercise jurisdiction over any landlord or tenant with respect to any conduct in this state governed by the Mobile Home Landlord and Tenant Act or with respect to any claim arising from a transaction subject to the act for a dwelling unit located within its jurisdictional boundaries. Service outside this state may be made in the manner provided in section 25-540.

Sec. 8. As used in the Mobile Home Landlord and Tenant Act, unless the context otherwise requires, the definitions found in sections 9 to 22 of this act shall apply.

Sec. 9. Business shall mean a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal or commercial entity which is a landlord, owner, manager or deemed to be an agent pursuant to section 31 of this act.

Sec. 10. Dwelling unit shall mean a mobile home or the part of a mobile home that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household but shall not include any real property used to accommodate a mobile home.

Sec. 11. Good faith shall mean honesty in fact in the conduct of the transaction concerned.

Sec. 12. Housing code shall 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, mobile home space, or dwelling unit. Minimum housing code shall be limited to those laws, resolutions, ordinances, or regulations, or portions thereof, dealing specifically with health and minimum standards of fitness for habitation.

Sec. 13. Landlord shall mean the mobile home park owner and any agent authorized to act on the owner's behalf in matters relating to tenancy in the park and shall include the manager of a mobile home park who fails to disclose as required by sections 30 to 33 of this act.

Sec. 14. Mobile home shall mean a movable or portable dwelling constructed to be towed on its own chassis, connected to utilities, and designed with or without a permanent foundation for year-round living. It may consist of one or more units that can be telescoped when towed and expanded later for additional capacity, or of two or more units, separately towable but designed to be joined into one integral unit.

Sec. 15. Mobile home park shall mean a parcel or contiguous parcels of land which have been so designated and improved that the parcel or parcels contain two or more mobile home lots available to the general public for the placement thereon of mobile homes for occupancy. The term

mobile home park shall not be construed to include mobile homes, buildings, tents, or other structures temporarily maintained by any individual, corporation, company, or other entity on its own premises and used exclusively to house its own labor force, and shall not include real property which is rented or held out for rent for seasonal recreational purposes only and which is not intended for year-round occupancy.

Sec. 16. Mobile home space shall mean a designated portion of a mobile home park designed for the accommodation of one mobile home and its accessory buildings or structures for the exclusive use of the occupants.

Sec. 17. Owner shall mean one or more persons, jointly or severally, in whom are vested (a) all or a part of the legal title to property or (b) all or part of the beneficial ownership and a right to present use and enjoyment of a mobile home park, and shall include a mortgagee in possession.

Sec. 18. Rent shall mean a payment to be made to a landlord pursuant to a rental agreement.

Sec. 19. Rental agreement shall mean any agreement, written or implied by law, and any rules and regulations adopted pursuant to section 45 of this act which constitute the terms and conditions concerning the use and occupancy of a mobile home space.

Sec. 20. Rental deposit shall mean a deposit of money to secure performance of a mobile home space rental agreement other than a deposit which is exclusively an advance payment of rent.

Sec. 21. Sublessee shall mean any person who rents or leases a mobile home from a tenant, but shall not include a person who rents or leases a space in a mobile home park. A tenant-sublessee relationship shall be governed by the Uniform Residential Landlord and Tenant Act.

Sec. 22. Tenant shall mean an owner of a mobile home who leases or rents space in a mobile home park, but shall not include a person who rents or leases a mobile home.

Sec. 23. Every duty under the Mobile Home Landlord and Tenant Act and every act which must be performed as a condition precedent to the exercise of a right or remedy under the act shall impose an obligation of good faith in its performance or enforcement.

Sec. 24. (1) If a court, as a matter of law, finds that a rental agreement or any provision of a rental agreement 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.

(2) If a court, as a matter of law, finds that a

settlement in which a party waives or agrees to forego a claim or right under the Mobile Home Landlord and Tenant Act 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.

(3) If unconscionability is put into issue by a party or by a 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. 25. (1) A person shall be deemed to have notice of a fact if the person (a) has actual knowledge of it, (b) has received a notice or notification of it, or (c) from all facts and circumstances known to him or her at the time in question has reason to know that it exists.

(2) A person notifies or gives a notice or notification to another by taking steps reasonably calculated to inform the other whether or not the other actually comes to know of it. A person receives a notice or notification when (a) it comes to the person's attention, (b) in the case of the landlord, it is delivered in hand or mailed by United States mail to the landlord's place of business at which the rental agreement was made or at any place held out by the landlord as the place for receipt of a communication or delivered to any individual who is deemed to be an agent pursuant to section 31 of this act, or (c) in the case of the tenant, it is delivered in hand to the tenant or mailed by United States mail to the tenant at the place held out by the tenant as the place for receipt of a communication or, in the absence of such designation, to the tenant's last-known place of residence.

(3) Notice, knowledge, or a notice or notification received by an organization shall be 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 the person's attention if the organization had exercised reasonable diligence.

Sec. 26. (1) A landlord and tenant may include in a rental agreement terms and conditions not prohibited by the Mobile Home Landlord and Tenant Act or other rule of law including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

(2) A rental agreement may require a tenant to maintain liability insurance which names the landlord as an insured with respect to the mobile home space rented by the tenant. For purposes of this subsection, liability insurance shall mean insurance that protects the landlord

from negligence on the part of the tenant and any invitees or guests of the tenant.

(3) 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.

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

(5) Rental agreements shall be from month to month unless otherwise specified in writing. A rental agreement may be canceled by at least thirty days' written notice given by either party. A landlord may not cancel a rental agreement solely for the purpose of making the tenant's mobile home space available for another mobile home unless otherwise agreed in writing. If the written rental agreement requires the removal by the tenant of the mobile home at the expiration of the lease period at the landlord's option, the landlord shall give the tenant thirty days' notice before exercising such option.

Sec. 27. Unless otherwise agreed in writing between the landlord and tenant, any improvement, other than 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. A tenant shall leave the mobile home space in substantially the same or better condition than upon taking possession.

Sec. 28. (1) Unless otherwise agreed in writing between the landlord and tenant, an oral rental agreement may not provide that the tenant or landlord:

(a) Agrees to waive or to forego rights or remedies under the Mobile Home Landlord and Tenant Act;

(b) Agrees to pay the other party's attorney's 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 related costs; or

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

(2) A provision prohibited by subsection (1) of this section included in a rental agreement shall be unenforceable. If a landlord or tenant knowingly uses a rental agreement containing provisions known to be prohibited, the other party may recover actual damages sustained, reasonable attorney's fees, and court costs.

Sec. 29. A rental agreement, assignment, conveyance, trust deed, or security instrument may not

permit the receipt of rent free of the obligation to comply with section 43 of this act.

Sec. 30. A landlord may offer a tenant the opportunity to sign a written rental agreement for a mobile home space. 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:

(1) The person authorized to manage the mobile home park; and

(2) 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.

The information required to be furnished by this section shall be kept current and refurbished to the tenant at the tenant's request. Upon termination of a landlord's interest in a mobile home park, the provisions of this section relating to disclosure and any written rental agreements in effect at the time of the termination shall extend to and be enforceable against any successor landlord, owner, or manager.

Sec. 31. A person who fails to disclose as required by section 30 of this act shall be deemed an agent of the landlord for the purpose of:

(1) Service of process and receiving and receipting for notices and demands; and

(2) Performing the obligations of the landlord under the Mobile Home Landlord and Tenant Act and rental agreement.

Sec. 32. If there is a written rental agreement, the landlord shall tender and deliver a signed copy of the rental agreement to the tenant and the tenant shall sign and deliver to the landlord one fully executed copy of the rental agreement. Failure to comply with this section shall be deemed a material noncompliance with the rental agreement by the landlord or the tenant, as the case may be.

Sec. 33. 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 to be paid by the tenant directly to the utility company.

Sec. 34. A landlord shall not demand or receive as rental deposit an amount or value in excess of one month's periodic rent.

Sec. 35. All rental deposits shall be held by the landlord for the tenant. 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.

Sec. 36. (1) A landlord shall, within thirty days from the date of termination of the tenancy or receipt in writing of the tenant's mailing address or delivery instructions, whichever is later, return the rental deposit to the tenant or furnish to the tenant a written statement showing the specific reason for withholding all or any portion of the rental deposit. The landlord may withhold from the rental deposit only such amounts as are reasonable:

(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; and

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

(2) 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.

Sec. 37. A landlord who fails to provide a written statement as required by section 36 of this act 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 shall be deemed to have forfeited all rights to the rental deposit.

Sec. 38. Upon termination of a landlord's interest in a mobile home park, the landlord or his or her agent shall, within a reasonable time, (1) transfer the rental deposit, or any remainder after any lawful deductions, to the landlord's successor in interest and notify the tenant in writing of the transfer and of the transferee's name and address or (2) return the deposit, or any remainder after any lawful deductions, to the tenant. The notice shall state the amount of rental deposit being transferred or assumed and shall be given by mail or personal service.

Sec. 39. Upon the termination of a landlord's interest in a mobile home park and compliance with section 38 of this act, the landlord shall be relieved of any further liability with respect to the rental deposit. 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 amount stated in the notice required by subdivision (1) of section 38 of this act within twenty days after receipt of the notice, the obligations of the landlord's successor to return the deposit shall be limited to the amount contained in the notice.

Sec. 40. The bad faith retention of all or any portion of a rental deposit by a landlord in violation of sections 34 to 39 of this act shall subject the landlord to

liquidated damages in an amount not to exceed one and one half months' rent and reasonable attorney's fees.

Sec. 41. Each tenant shall be notified in writing of any rent increase by actual notice or by United States mail at least sixty days prior to the effective date of the increase.

Sec. 42. At the commencement of the term of tenancy, the landlord shall deliver possession of the mobile home space to the tenant in compliance with the rental agreement and section 43 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 56 of this act.

Sec. 43. (1) A landlord shall:

(a) Make all repairs and do whatever is necessary to put and keep the mobile home park in a fit and habitable condition;

(b) Keep all common areas of the mobile home park in a clean and safe condition;

(c) Maintain in good and safe working order and condition all facilities supplied or required to be supplied by the landlord;

(d) Provide for the removal of garbage, rubbish, and other waste from the mobile home park; and

(e) Furnish outlets for provided utilities.

(2) A landlord shall not impose any condition connected with the rental or occupancy of a mobile home space which requires the tenant's exclusive use of a seller of fuel, furnishings, goods, services, or mobile homes unless such condition is necessary to protect the health, safety, aesthetic value, or welfare of mobile home tenants in the park. A 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 the goods or services, the charges shall not exceed the actual cost incurred in providing the tenant with the goods or services.

Sec. 44. 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 housing codes materially affecting health and safety;

(2) Keep the mobile home space 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 guest or invitee to do so; and

(5) Conduct himself or herself and require any guests or invitees to conduct themselves in a manner that will not disturb the tenant's neighbors' peaceful enjoyment of the mobile home park.

Sec. 45. A landlord may adopt rules or regulations, however described, concerning the tenant's use and occupancy of the mobile home park. The rules and regulations shall be enforceable against the tenant only if they are written and if:

(1) Their purpose is to promote the convenience, safety, or welfare of the tenants in the mobile home park, preserve the landlord's property from abuse, make a fair distribution of services and facilities held out for the tenants generally, or facilitate reasonable mobile home park management;

(2) They are reasonably related to the purpose for which adopted;

(3) They apply to all tenants in the mobile home park in a fair manner;

(4) They are sufficiently explicit in prohibition, direction, or limitation of the tenant's conduct to fairly inform him or her of what must or must not be done to comply;

(5) They are not for the purpose of evading the obligations of the landlord; and

(6) The prospective tenant is given a copy of any existing rules and regulations before entering into the rental agreement.

Notice of all additions, changes, deletions, or amendments to the rules and regulations shall be given to all mobile home tenants sixty days before they become effective. The landlord may change, add, delete, or amend the rules and regulations without sixty days notice only with the written consent of at least one adult resident from a minimum of sixty per cent of the households in the mobile home park. Adult resident shall mean a resident who has achieved the age of majority as defined in section 38-101. Any rule or condition of occupancy which does not conform to the requirements of the Mobile Home Landlord and Tenant Act shall be unenforceable. A rule or regulation adopted after the tenant enters into the rental agreement shall be enforceable against the tenant only if it does not conflict with or contradict the tenant's rental agreement. Nothing in this section shall prohibit a landlord from adopting rules and regulations applicable to new tenants only and not to persons who are tenants prior to the effective date of the rules and regulations.

Sec. 46. A landlord may not:

(1) Deny rental on the basis of race, color, religion, sex, or national origin;

(2) 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. A landlord may restrict the movement of mobile homes to reasonable hours and may require that all work in connection with the removal or installation of a mobile home, including, but not limited to, the hookup or disconnection of utilities, be done in a good and workmanlike manner;

(3) 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. The tenant shall, prior to selling the mobile home, give notice to the landlord, including, but not limited to, the name of the prospective purchaser. Unless otherwise agreed in writing, the landlord may reserve the right to approve or disapprove the prospective purchaser of the mobile home as a tenant within ten days after receiving notice of the intended sale. Any disapproval shall be in writing and shall be delivered to such tenant pursuant to section 25 of this act. The landlord shall not unreasonably refuse or restrict the sale by a tenant of a mobile home located in his or her mobile home park, but the landlord may consider the size, ages, and composition of the prospective purchaser's family in determining if the mobile home purchaser may leave the home in the park. The landlord may also, in order to upgrade the quality of the mobile home park, prescribe reasonable requirements governing the age, physical appearance, size, or quality of the mobile home. In the event of a sale to a third party or mutual termination of the rental agreement, the landlord may within ten days after receiving written notice of the pending sale or mutual termination require that any mobile home that is no longer appropriate for the mobile home park or that is in disrepair be repaired to the landlord's satisfaction or removed from the park within sixty days. The landlord shall specify in writing the reasons for disapproval of the mobile home;

(4) Exact a commission or fee with respect to the price realized by the tenant selling the mobile home, unless the park owner or operator has acted as agent for the mobile home owner pursuant to a written agreement; or

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

Sec. 47. (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 substantial damage to the mobile home space or is in response to an emergency situation.

(2) A landlord may at reasonable times enter onto a 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. 48. A tenant may rent the mobile home to another only upon written agreement with the mobile home park management. The landlord may require a guarantee from the tenant for the sublessee's mobile home space rent.

Sec. 49. (1) If there is a material noncompliance by the landlord with the rental agreement or a noncompliance with section 43 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 or if reasonable steps to remedy the breach have not been taken 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 or takes reasonable steps to remedy it prior to the date specified in the notice, the rental agreement will not terminate; and

(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) A tenant may recover damages and obtain injunctive relief for any material noncompliance by the landlord with the rental agreement or section 43 of this act.

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

(4) If the rental agreement is terminated, the landlord shall return any prepaid rent and any rental deposit, less any allowable deductions, recoverable by the tenant under section 36 of this act.

Sec. 50. If a landlord fails to deliver physical possession of the mobile home space to the tenant as provided in section 42 of this act, rent shall abate until possession is delivered and the tenant may:

(1) Upon written notice to the landlord, terminate the rental agreement and upon termination the landlord shall return all deposits; or

(2) 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. If the failure by the landlord to deliver possession of the mobile home space is willful, the tenant may recover reasonable attorney's fees and court costs.

If the landlord delivers physical possession to the tenant but fails to comply with section 43 of this act at the time of delivery, rent shall not abate. The tenant may also proceed with the remedies provided in section 49 of this act.

Sec. 51. If a landlord unlawfully removes or excludes a tenant from a mobile home park or willfully diminishes services to a 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 any case, recover an amount not to exceed one and one half months' periodic rent as liquidated damages and reasonable attorney's fees. If the rental agreement is terminated, the landlord shall return any prepaid rent and any rental deposit recoverable by the tenant under section 36 of this act.

Sec. 52. (1) If there is a noncompliance with section 44 of this act materially affecting health and safety or 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. Only in the event the breach is remediable by repairs or the payment of damages and the tenant adequately remedies the breach or takes reasonable steps to remedy it prior to the date specified in the notice, the rental agreement shall not terminate.

(2) If rent is unpaid when due and the tenant fails to pay rent within five 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) A landlord may recover damages, obtain injunctive relief, or recover possession of the mobile home space by an action in forcible detainer for any material noncompliance by the tenant with the rental agreement or section 44 of this act.

(4) The remedy provided in subsection (3) of this section shall be in addition to any right of a landlord arising under subsection (1) of this section.

Sec. 53. If there is noncompliance by a tenant with section 44 of this act materially affecting health and safety or any condition which is ordered to be changed by the State Fire Marshal, State Electrical Board, Department of Health, or any other regulatory body with jurisdiction over either the park or the mobile home space 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 the breach or take reasonable steps to remedy it within that period of time, the landlord may enter the mobile home space, cause the work to be done in a skillful manner, and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value as additional rent on the next date when periodic rent is due or, if the rental agreement has been terminated, for immediate payment. If the landlord is assessed any fine, cost, or charge as a result of the tenant's failure to comply with an order issued by the State Fire Marshal, State Electrical Board, Department of Health, or any other regulatory body with jurisdiction over either the park or the mobile home space, the landlord may require the tenant to pay such fine, cost, or charge.

Sec. 54. Failure to enforce any portion of the rental agreement or to enforce any violation of the rules or regulations shall not constitute a waiver of the right to enforce the agreement against a subsequent violation.

Sec. 55. (1) A landlord may terminate a tenancy only by means of the procedures provided in the Mobile Home Landlord and Tenant Act.

(2) If a 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 in bad faith, the landlord in addition may recover an amount not to exceed one and one half months' periodic rent as liquidated damages and reasonable attorney's fees.

Sec. 56. (1) If a tenant refuses to allow reasonable lawful access to the mobile home space, the landlord may terminate the rental agreement and recover actual damages.

(2) If a landlord makes an unlawful entry 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 and reasonable attorney's fees.

Sec. 57. (1) Except as provided in this section, a landlord may not retaliate by increasing rent, decreasing services, bringing or threatening to bring an action for possession, or failing to renew a rental agreement after any of the following:

(a) A tenant has complained in good faith to a government agency charged with responsibility for enforcement of any code of a violation applicable to the mobile home park materially affecting health and safety;

(b) A tenant has complained to the landlord of a violation of section 43 of this act;

(c) A tenant has organized or become a member of

a tenants' union or similar organization; or

(d) A tenant has exercised any of the rights or remedies provided by the Mobile Home Landlord and Tenant Act or otherwise available at law.

(2) If a landlord acts in violation of subsection (1) of this section, the tenant shall be entitled to the remedies provided in section 49 of this act and shall have a defense in an action for possession.

(3) Notwithstanding subsections (1) and (2) of this section, a landlord may bring an action for possession if:

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

(b) The tenant is in default in rent five days after rent is due unless otherwise agreed to by the landlord and tenant.

The maintenance of the action shall not release the landlord from liability under subsection (2) of section 49 of this act.

Sec. 58. (1) A landlord, who conveys a mobile home park in a good faith sale to a bona fide purchaser shall be relieved of liability under the rental agreement and the Mobile Home Landlord and Tenant Act as to events occurring subsequent to written notice to the tenant of the conveyance.

(2) A manager of a mobile home park shall be relieved of liability under the rental agreement and the Mobile Home Landlord and Tenant Act as to events occurring after written notice to the tenant of the termination of his or her management, except that such notice shall not terminate any agreement or legal liability arising prior to the notice.

Sec. 59. (1) If a tenant who is not the sole owner of a mobile home dies during the term of a rental agreement, the surviving joint tenant or tenant in common in the mobile home shall have all rights, privileges, and liabilities the same as the deceased tenant had.

(2) If a tenant who is the sole owner of a mobile home dies during the term of a rental agreement, the tenant's heirs or legal representative, or the landlord, may cancel the tenant's lease by giving thirty days' notice to the other, and the heirs or legal representative shall have the same rights, privileges, and liabilities as the tenant had.

Sec. 60. If a tenant abandons a mobile home on a mobile home space, the mobile home may not be removed from the mobile home space without a signed written authorization from the landlord granting clearance for removal, showing all money due and owing paid in full, or an agreement reached with the legal owner and the landlord. A mobile home shall be considered to be abandoned if the

tenant has defaulted in rent and has, by absence of at least thirty days or by words or actions, reasonably indicated an intention not to continue the tenancy.

Nothing in this section shall prohibit a landlord from removing an abandoned mobile home from the mobile space and placing it in storage at the owner's expense or from utilizing any other legal remedy.

Sec. 61. Nothing in the Mobile Home Landlord and Tenant Act shall prohibit a landlord from contracting with tenants in order to provide services or facilities on an assessment basis.

Sec. 62. The Mobile Home Landlord and Tenant Act shall apply to rental agreements entered into, extended, or renewed after the operative date of this act.

Sec. 63. That section 71-4624, Revised Statutes Supplement, 1983, be amended to read as follows:

71-4624. (1) The application for the first or initial annual license shall be submitted with the requirements mentioned in section 71-4623, accompanied by the following fees for the following categories of mobile home parks: (a) Those having facilities for less than four mobile homes, ~~twenty~~ twenty-five dollars; (b) those having facilities for four to ~~ten~~ fifteen mobile homes, fifty dollars; (c) those having facilities for ~~eleven~~ sixteen to twenty ~~twenty-five~~ mobile homes, seventy-five dollars; and ~~(d)~~ (d) those having facilities for twenty-six to fifty mobile homes, one hundred dollars; (e) those having facilities for fifty-one to one hundred mobile homes, one hundred ~~twenty-five~~ dollars; and (f) those having facilities for more than ~~twenty~~ one hundred mobile homes, one hundred ~~seventy-five~~ dollars. Such license fees shall be paid for each of the categories as a condition of annual renewal of licensure.

(2) All license fees collected by the department shall be paid into the state treasury and shall be credited by the State Treasurer to the Mobile Home Park Fund, which fund is hereby created. Such fund shall be used by the department for the purpose of administering the provisions of sections 71-4621 to 71-4634.

(3) When any application is received, the department shall cause the mobile home park and appurtenances thereto to be inspected by representatives of the department. When such inspection has been made and the department finds that all of the provisions of sections 71-4621 to 71-4634 and the rules, regulations, and standards of the department have been met by the applicant, the department shall issue an annual license. Inspection by the department or its authorized representatives at any time of a mobile home park is a condition of continued licensure.

Sec. 64. This act shall become operative on January 1, 1985.

Sec. 65. That original section 71-4624, Revised

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Statutes Supplement, 1983, is repealed.