

**58-25,109. Disclosures required of landlord or person authorized to enter rental agreement; person failing to comply becomes landlord's agent for certain purposes; rental agreement not signed and delivered given effect by certain actions, limitation on term; explanation of utility rates and charges; written notice of rent increase.** (a) The landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall disclose to the tenant in writing at or before the commencement of the tenancy 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.

(b) The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor landlord, owner or manager.

(c) A person who fails to comply with subsection (a) becomes an agent of each person who is a landlord for the following purposes:

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

(2) performing the obligations of the landlord under this act and under the rental agreement and expending or making available for the purpose all rent collected from the mobile home park.

(d) (1) If the landlord does not sign and deliver a written rental agreement which has been signed and delivered to such landlord by the tenant, the knowing acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it had been signed and delivered by the landlord.

(2) If the tenant does not sign and deliver a written rental agreement which has been signed and delivered to such tenant by the landlord, the knowing acceptance of possession and payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.

(3) If a rental agreement given effect by the operation of this subsection provides for a term longer than one year, it is effective only for one year.

(e) 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.

(f) Each tenant shall be notified, in writing, of any rent increase at least 60 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.

**History:** L. 1992, ch. 306, § 11; July 1.