

**58-25,111. Duties of landlord.** (a) Except as provided in subsections (c) and (d), when prevented by an act of God, the failure of public utility services or other conditions beyond the landlord's control, the landlord shall:

(1) Comply with the requirements of all applicable city, county and state codes materially affecting health and safety which are primarily imposed upon the landlord. If the duty imposed by this paragraph is greater than any duty imposed by any other paragraph of this subsection, the landlord's duty shall be determined in accordance with the provisions of this paragraph.

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

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

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

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

(6) Furnish outlets for electric, water and sewer services and provide to such outlets an adequate, safe and sanitary supply of such services.

(b) 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 reasonably necessary to protect the health, safety 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.

(c) The landlord and tenant may agree in writing that the tenant is to perform the landlord's duties specified in subsection (a)(5) and (6) and also specified repairs, maintenance tasks, alterations or remodeling, but only if the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord.

(d) The landlord and tenant may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if:

(1) The agreement of the parties is entered into in good faith, and not to evade the obligations of the landlord, and is set forth in a separate written agreement signed by the parties and supported by adequate consideration;

(2) the work is not necessary to cure noncompliance with subsection (a)(1); and

(3) the agreement does not diminish or affect the obligation of the landlord to other tenants.

**History:** L. 1992, ch. 306, § 13; L. 1993, ch. 128, § 2; July 1.