



KANSAS MOBILE HOME PARKS RESIDENTIAL LANDLORD & TENANT ACT



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Kansas Mobile Home Parks Residential Landlord and Tenant Act

58-25,100. Title of Act. K.S.A. 58-25,100 through 58-25,126 shall be known and may be cited as the mobile home parks residential landlord and tenant act and shall govern mobile home parks residential landlord and tenant actions on and after January 1, 1993.

History: L. 1992, ch. 306, § 2; July 1.

58-25,101. Application of act, exclusions. The provisions of this act shall not apply to an occupancy in or operation of public housing pursuant to any federal law or regulation with which it might conflict. This act shall govern the rental of mobile home space in mobile home parks. When both the mobile home and the space used to accommodate the mobile home are rented or leased by the same landlord, the residential landlord and tenant act, K.S.A. 58-2540 et seq., and amendments thereto, rather than this act, shall apply.

History: L. 1992, ch. 306, § 3; July 1.

58-25,102. Jurisdiction of courts; procedure. The district court shall have 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, and notwithstanding the provisions of subsection (b) of K.S.A. 61-2802, and amendments thereto, such actions may be commenced pursuant to the code of civil procedure for limited actions. Unless otherwise specifically provided in this act, the code of civil procedure for limited actions shall govern any action commenced pursuant to this act. If the relief sought is beyond the jurisdiction of a district magistrate judge as provided in K.S.A. 20-302b, and amendments thereto, the action shall be heard by a district judge.

History: L. 1992, ch. 306, § 4; L. 2000, ch. 161, § 108; Jan. 1, 2001.

58-25,103. 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 act:

(a) "Building and housing codes" includes any law, ordinance or governmental rule and 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.

(b) "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 K.S.A. 58-25,109.

(c) "Dwelling unit" excludes real property used to accommodate a mobile home.

(d) "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 K.S.A. 58-25,109.

(e) "Mobile home" includes manufactured homes and mobile homes as defined in subsections (a) and (b) of K.S.A. 58-4202, and amendments thereto.

(f) "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, or enclosure used or intended for use as part of the equipment of such mobile home park.

(g) "Mobile home space" means a plot of ground within a mobile home park designed for the accommodation of one mobile home.

(h) "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.

(i) "Rent" means all payments to be made to the landlord under the rental agreement, other than the security deposit.

(j) "Rental agreement" means agreements, written or those implied by law, and valid rules and regulations adopted under K.S.A. 58-25,114 embodying the terms and conditions concerning the use and occupancy of a mobile home space.

(k) "Security deposit" means a deposit of money to secure performance of a mobile home space rental agreement under this act other than a deposit which is exclusively in advance payment of rent.

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

History: L. 1992, ch. 306, § 5; July 1.

58-25,104. Finding of unconscionability, remedies; evidence. (a) If the court, as a matter of law, finds that:

(1) 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.

(2) A settlement in which a party waives or agrees to forego a claim or right under this 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.

(b) 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.

History: L. 1992, ch. 306, § 6; July 1.

58-25,105. Terms and conditions of rental agreement; terms and conditions in absence of rental agreement; notice of tenant's rights under act. (a) 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.

(b) 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.

(c) 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.

(d) Rental agreements shall be a month-to-month tenancy unless otherwise specified in the rental agreement. Upon the expiration of such agreement, if a new agreement is not executed, the tenancy shall be month-to-month. Except as provided in the written rental agreement, month-to-month tenancies shall be canceled by at least 60 days' written notice given by either party.

(e) Unless otherwise agreed in writing, 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.

(f) In any rental agreement entered into between a landlord and tenant in a mobile home park where five or more mobile homes are harbored, such rental agreement shall contain a notice that specifies that the tenant has certain rights under the mobile home parks residential landlord and tenant act and copies of the act may be obtained from the landlord upon the request of the tenant.

History: L. 1992, ch. 306, § 7; July 1.

58-25,106. Prohibited terms and conditions. (a) A rental

agreement shall not provide that the tenant or landlord does any of the following:

- (1) Agrees to waive or to forego rights or remedies under this act;
- (2) authorizes any person to confess judgment on a claim arising out of the rental agreement;
- (3) agrees to pay the other party's attorney fees;
- (4) 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; or
- (5) agrees to a designated agent for the sale of tenant's mobile home.

(b) A provision prohibited by subsection (a) included in a rental agreement is unenforceable.

History: L. 1992, ch. 306, § 8; July 1.

58-25,107. Receipt of rent subject to certain obligations.

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 K.S.A. 58-25,111.

History: L. 1992, ch. 306, § 9; L. 1993, ch. 128, § 1; July 1.

58-25,108. Security deposits. (a) A landlord shall not demand or receive as a security deposit an amount or value in excess of two months' rent.

(b) All security 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. Security deposits shall not be commingled with the personal funds of the landlord. All security 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 security deposit shall be the property of the landlord.

(c) Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with K.S.A. 58-25,113 and the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant. If the landlord proposes to retain any portion of the security deposit for expenses, damages or other legally allowable charges under the provisions of the rental agreement, other than rent, the landlord shall return the balance of the security deposit to the tenant within 14 days after the determination of the amount of such expenses, damages or other charges, but in no event to exceed 30 days after termination of the tenancy, delivery of possession and demand by the tenant. If the tenant does not make such demand within 30 days after termination of the tenancy, the landlord shall mail that portion of the security deposit due the tenant to the tenant's last-known address.

(d) If the landlord fails to comply with subsection (c) of this section, the tenant may recover that portion of the security

deposit due together with damages in an amount equal to 1 1/2 the amount wrongfully withheld.

(e) Except as otherwise provided by the rental agreement, a tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such tenant's security deposit at any time in lieu of payment of rent. If a tenant fails to comply with this subsection, the security deposit shall be forfeited and the landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.

(f) Nothing in this section shall preclude the landlord or tenant from recovering other damages to which such landlord or tenant may be entitled under this act.

(g) Upon termination of a landlord's interest in the mobile home park, the landlord or the landlord's agent, within a reasonable time, shall transfer the security 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 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 security deposit.

(h) 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 security deposits, except that if the tenant does not object to the stated amount within 20 days after written notice to the tenant of the amount of security 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.

History: L. 1992, ch. 306, § 10; July 1.

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.

58-25,110. Delivery of possession of mobile home space; action for possession; damages. 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 K.S.A. 58-25,111. The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in K.S.A. 58-25,123.

History: L. 1992, ch. 306, § 12; July 1.

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.

58-25,112. Conveyance by landlord or termination by manager; notice; no liability for subsequent events. (a) 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.

(b) 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 the manager's management.

History: L. 1992, ch. 306, § 14; July 1.

58-25,114. Rules and regulations of landlord, when enforceable; notice; limitations. (a) 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:

- (1) 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.
 - (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 that person of what must or must not be done to comply.
 - (5) They are not for the purpose of evading the obligations of the landlord.
 - (6) the prospective tenant is given a copy of them before the rental agreement is entered into.
- (b) Notice of all such additions, changes, deletions or amendments shall be given to all mobile home tenants 30 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 act 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 or the tenant consents to it in writing.

(c) A landlord shall not:

- (1) Deny rental unless the tenant or prospective tenant cannot conform to park rules and regulations;
- (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;
- (3) deny any resident of a mobile home park the right to sell that person's mobile home at a price of the person's 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, in the event of a sale to a third party, in order to upgrade the quality of the mobile home park, may require that any mobile home in a rundown condition or in disrepair be removed from

the park within 60 days;

- (4) 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;
- (5) prohibit meetings among 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;
- (6) charge a fee based on the number of members in the tenant's immediate family. Immediate family includes the tenant, the tenant's spouse, any children of the tenant or the tenant's spouse, and the parents of the tenant or the tenant's spouse;
- (7) charge a fee to an individual resident who shares such resident's mobile home with one other person; or
- (8) charge a fee for a guest of a resident who stays in such resident mobile home less than 30 days in any calendar year.

History: L. 1992, ch. 306, § 16; July 1.

58-25,115. Landlord's right to access; limitations. (a) A landlord shall not have the right of access to a mobile home owned by a tenant without consent of the tenant unless it is an extreme hazard involving the potential loss of life or severe property damage.

(b) The landlord may enter onto the mobile home space at reasonable hours 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.

(c) The landlord shall not abuse the right of access or use it to harass the tenant.

History: L. 1992, ch. 306, § 17; July 1.

58-25,116. 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.

History: L. 1992, ch. 306, § 18; July 1.

58-25,117. Material noncompliance by landlord; notice; termination of rental agreement; limitations; remedies; security deposit. (a) Except as provided in this act, if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with K.S.A. 58-25,111 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 30 days after receipt of the notice. The rental agreement shall terminate and the mobile home space shall be vacated as provided in the notice, subject

to the following:

(1) If the breach is remediable by repairs or the payment of damages or otherwise and the landlord initiates a good faith effort to remedy the breach within 14 days after receipt of the notice, the rental agreement shall not terminate. However, in the event that the same or a similar breach occurs after the fourteen-day period provided herein, the tenant may deliver a written notice to the landlord specifically describing the breach and stating that the rental agreement shall terminate upon a date not less than 30 days after the receipt of such notice by the landlord. The rental agreement then shall terminate as provided in such notice.

(2) 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.

(b) Except as provided in this act, the tenant may recover damages, and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or with K.S.A. 58-25,111.

(c) The remedy provided in subsection (b) is in addition to any right of the tenant arising under subsection (a).

(d) If the rental agreement is terminated, the landlord shall return that portion of the security deposit recoverable by the tenant under K.S.A. 58-25,108.

History: L. 1992, ch. 306, § 19; July 1.

58-25,118. Failure to deliver possession; remedies. (a) If the landlord fails to deliver physical possession of the mobile home space to the tenant as provided in K.S.A. 58-25,110, rent abates until possession is delivered and the tenant:

(1) Upon at least five days' written notice to the landlord, may terminate the rental agreement and upon termination the landlord shall return all of the security deposit; or

(2) may 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, or any person in wrongful possession, and recover the damages sustained by the tenant.

(b) If a person's failure to deliver possession is willful and not in good faith, an aggrieved party may recover from such person an amount not more than 1 1/2 months' periodic rent or 1 1/2 times the actual damages sustained by such party, whichever is greater.

History: L. 1992, ch. 306, § 20; July 1.

58-25,119. Unlawful removal or exclusion of tenant; diminished services; damages; security deposit. 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 or terminate the rental agreement and, in either

case, recover an amount not to exceed 1 1/2 months' periodic rent or the actual damages sustained by the tenant, whichever is greater. If the rental agreement is terminated, the landlord shall return that portion of the security deposit recoverable by the tenant under K.S.A. 58-25,108.

History: L. 1992, ch. 306, § 21; July 1.

58-25,120. Material noncompliance by tenant; notice; termination of rental agreement; limitations; nonpayment of rent; remedies. (a) Except as provided in this act, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with K.S.A. 58-25,113 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 30 days after receipt of the notice if the breach is not remedied in 14 days. The rental agreement shall terminate as provided in the notice, except that, if the breach is remediable by repair or the payment of damages or otherwise, and the tenant initiates a good faith effort to remedy the breach prior to the date specified in the notice, the rental agreement will not terminate. However, in the event that the same or a similar breach occurs after the fourteen-day period provided herein, the landlord may deliver a written notice to the tenant that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice without providing the opportunity to remedy the breach. The rental agreement then shall terminate as provided in such notice.

(b) 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.

(c) Except as otherwise provided in this act, the landlord may recover damages and obtain injunctive relief for any material noncompliance by the tenant with the rental agreement or with K.S.A. 58-25,113.

History: L. 1992, ch. 306, § 22; July 1.

58-25,121. Abandonment, remedies; required registration. (a) A tenant is considered to have abandoned a mobile home when the tenant has been absent from the mobile home without reasonable explanation for 30 days or more during which time there is a default of rent three days after rent is due or when the rental agreement is terminated pursuant to the provisions of this act. A tenant's return to the mobile home does not change its status as abandoned unless the tenant pays to the landlord all costs incurred for the mobile home space, including costs of removal, storage, notice and utilities due and owing.

(b) If a tenant abandons a mobile home on a mobile home space, the landlord shall notify the legal owner and known

lienholder of the mobile home of the abandonment and communicate to the legal owner and lien holder that the legal owner and lien holder is liable for any costs incurred for the mobile home space, including rent and utilities due and owing. However, the legal owner and lien holder is only liable for costs incurred from the point of written notification by the landlord. After the landlord's notification, costs for which liability is incurred 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 that all debts are paid in full, or without an agreement reached with the legal owner and lien holder and the landlord. The right of possession of the legal owner or lienholder shall be subject to the landlord's claim for the landlord's reasonable costs of removal and storage of the abandoned mobile home. Any landlord who is entitled to costs for which liability is incurred as provided in this subsection shall have a lien as provided in K.S.A. 58-227 and amendments thereto.

(c) 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 and serial number 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.

History: L. 1992, ch. 306, § 23; July 1.

58-25,122. Acceptance of late rent, effect. Acceptance of late payment of rent from the tenant without reservation by the landlord or acceptance of performance by the tenant, other than for payment of rent, that varies from the terms of the rental agreement constitutes a waiver of the landlord's right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred.

History: L. 1992, ch. 306, § 24; July 1.

58-25,123. Termination of tenancy; holdover by tenant; remedies. (a) The landlord may terminate a tenancy only as provided in this act.

(b) 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. If the tenant's holdover is willful and not in good faith the landlord in addition may recover an amount not to exceed 1 1/2 months' periodic rent or 1 1/2 the actual damages sustained by the landlord, whichever is greater.

History: L. 1992, ch. 306, § 25; July 1.

58-25,124. Tenant's refusal to allow lawful access, remedies; landlord's unlawful or unreasonable entry, remedies. (a) If the tenant refuses to allow lawful access to the

mobile home space, the landlord may obtain injunctive relief to compel access or may terminate the rental agreement. In either case, the landlord may recover actual damages.

(b) 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.

History: L. 1992, ch. 306, § 26; July 1.

58-25,125. Certain retaliatory actions by landlord prohibited, remedies; increased rent, when; action for possession, when. (a) Except as provided in this section, a landlord shall not retaliate by increasing rent or decreasing services or by failing to renew a rental agreement after any of the following:

- (1) 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;
- (2) the tenant has complained to the landlord of a violation under K.S.A. 58-25,111; or
- (3) the tenant has organized or become a member of a tenant's union or similar organization.

(b) If the landlord acts in violation of subsection (a), the tenant is entitled to the remedies provided in K.S.A. 58-25,119 and has a defense in an action for possession.

(c) Notwithstanding the provisions of subsection (a), the landlord may increase the rent of a tenant even though the tenant has complained of a violation as described in clause (1) or (2) of subsection (a) or has organized or become a member of an organization as described in clause (3) of subsection (a), if such rent increase does not conflict with a lease agreement in effect and is made in good faith to compensate the landlord for expenses incurred as a result of acts of God, public utility service rate increases, property tax increases or other increases in costs of operations.

(d) Notwithstanding subsections (a) and (b), a landlord may bring an action for possession if either of the following occurs:

- (1) The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant or other person upon the premises with the tenant's consent.
- (2) 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 subsection (b) of K.S.A. 58-25,117.

History: L. 1992, ch. 306, § 27; July 1.

58-25,126. Act inapplicable to rental agreements valid prior to act; renewals, extensions or modifications. The

provisions of this act shall not apply to or affect any valid rental agreement entered into prior to the effective date of this act, nor shall it apply to or affect any conduct or transaction of the parties to such rental agreement, if such conduct or transaction is in accordance with and pursuant to such rental agreement; but the provisions of this act shall apply to and govern any renewal, extension or modification of any such rental agreement, where such renewal, extension or modification is effected on or after the effective date of this act.

History: L. 1992, ch. 306, § 28; July 1.

58-25,126. Act inapplicable to rental agreements valid prior to act; renewals, extensions or modifications. The provisions of this act shall not apply to or affect any valid rental agreement entered into prior to the effective date of this act, nor shall it apply to or affect any conduct or transaction of the parties to such rental agreement, if such conduct or transaction is in accordance with and pursuant to such rental agreement; but the provisions of this act shall apply to and govern any renewal, extension or modification of any such rental agreement, where such renewal, extension or modification is effected on or after the effective date of this act.

History: L. 1992, ch. 306, § 28; July 1.