

Subd. 39. Miss Marie Murphy, Mayer, Minnesota

Subd. 40. Albert R. Olson of 4529 29th Avenue South, Minneapolis, Minnesota 55406

Subd. 41. John S. Thoreson, 108 E. Lincoln, Fergus Falls, Minnesota 56537

Subd. 42. Russell Verby, 3937 South Valley View Drive, St. Paul, Minnesota

Sec. 11. Unless otherwise specified, payment pursuant to this act shall constitute full and final release of any and all claims against the state of Minnesota.

Sec. 12. This act takes effect upon final enactment.

Approved May 16, 1973.

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## CHAPTER 295—S.F.No.771

[Coded]

*An act regulating mobile home lot rentals; prescribing penalties.*

Be it enacted by the Legislature of the State of Minnesota:

Section 1. **[327.41] MOBILE HOMES; LOT RENTALS; DEFINITIONS.** Subdivision 1. As used in sections 1 to 7 the terms defined in this section have the meanings given them.

Subd. 2. "Mobile home" has the meaning specified in Minnesota Statutes, Section 327.31, Subdivision 6.

Subd. 3. "Mobile home park" has the meaning specified in Minnesota Statutes, Section 327.14, Subdivision 3.

Subd. 4. "Person" means any individual, corporation, firm, partnership, incorporated and unincorporated association, or any other legal or commercial entity.

Subd. 5. "Space or lot" means an area within a mobile home park, designed for the accommodation of a mobile home.

Subd. 6. "Utility service" means any electric, fuel oil, natural or propane gas, sewer, waste disposal and water service by whatever means furnished.

Changes or additions indicated by underline, deletions by ~~strikeout~~.

Sec. 2. **[327.42] MOBILE HOME LOT RENTAL AGREEMENTS.** Subdivision 1. Every agreement to rent or lease a mobile home space or lot shall be documented by a written lease or rental agreement signed by the lessor and the tenant which shall specify every term and condition in connection with the rental or lease of the space or lot. The lease or rental agreement shall include:

(a) A description of the location and size of the space or lot;

(b) The amount of rent per month and a statement of all personal property, services and facilities which are to be provided by the lessor for the tenant;

(c) The rights, duties and obligations of the parties, and all rules and regulations of the mobile home park which, if violated, may be cause for eviction;

(d) The amount of any security deposit, installation charges and any other financial obligation of the tenant imposed by the lessor.

Subd. 2. The lessor shall give the tenant at least 60 days notice in writing of any change in the terms and conditions of a lease or rental agreement.

Sec. 3. **[327.43] ENTRANCE AND TRANSFER FEES PROHIBITED; SECURITY DEPOSITS LIMITED.** Subdivision 1. No fee other than that specified in the lease or rental agreement may be charged to a mobile home park tenant or prospective tenant for the right to obtain or retain a space or lot, provided that a lessor may impose a reasonable charge for goods and services actually furnished by or at his expense in setting up a mobile home on a space or lot.

Subd. 2. No lessor shall deny any mobile home park tenant the right to sell said tenant's mobile home within the park or require the tenant to remove the mobile home from the park solely on the basis of the sale thereof. The lessor may reserve the right to approve the purchaser of said mobile home as a tenant, but such permission may not be unreasonably withheld, and the lessor shall not exact a commission or fee with respect to the price realized by the seller unless the lessor has acted as agent for the seller in the sale pursuant to a written contract.

Subd. 3. Any fee charged to a tenant as security for damage to real or personal property of the lessor, or for default in the terms or conditions of the lease or rental agreement, may not exceed two months' rent as set forth in the lease or rental agreement.

Changes or additions indicated by underline, deletions by ~~strikeout~~.

Sec. 4. [327.44] **TERMINATION FOR CAUSE.** A lessor seeking to recover possession of land upon which an occupied mobile home is situated, except for any reason other than nonpayment of rent or breach of the terms or conditions of the lease or rental agreement, shall give 60 days written notice to quit.

Sec. 5. [327.45] **UTILITY RATES.** No landlord or owner of a mobile home park may directly or indirectly charge or otherwise receive payment from a tenant for a utility service, or require a tenant to purchase such service from the landlord, owner, or any other person, at a rate which is greater than either of the following:

(1) A rate which the tenant could directly pay for the same utility service from some other comparable source in the same market area; or

(2) A rate which is charged to single family dwellings within the same utility service area with comparable service.

Sec. 6. [327.46] **PENALTIES FOR VIOLATIONS.** Any person who is found to have violated sections 1 to 7 shall be subject to the penalties provided in Minnesota Statutes, Section 325.907.

Sec. 7. [327.47] **DAMAGES.** Any person injured by a violation of sections 1 to 7 shall recover the actual damages sustained, together with costs and disbursements including reasonable attorney fees.

Approved May 18, 1973.

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## CHAPTER 296—H.F.No.11

[Coded]

*An act relating to human rights; forbidding discrimination in the extension of credit because of sex; amending Minnesota Statutes 1971, Section 363.03, by adding a subdivision.*

Be it enacted by the Legislature of the State of Minnesota:

Section 1. Minnesota Statutes 1971, Section 363.03, is amended by adding a subdivision to read:

Subd. 7. **DISCRIMINATION; EXTENSION OF CREDIT; SEX.** It is an unfair discriminatory practice to discriminate in the extension of credit to a person because of sex.

Approved May 18, 1973.

Changes or additions indicated by underline, deletions by ~~strikeout~~.