



Sen. Laura M. Murphy

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10200SB1097sam001

LRB102 04921 LNS 36146 a

1 AMENDMENT TO SENATE BILL 1097

2 AMENDMENT NO. _____. Amend Senate Bill 1097 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Mobile Home Landlord and Tenant Rights Act
5 is amended by changing Sections 6.5, 9, and 12 as follows:

6 (765 ILCS 745/6.5)

7 Sec. 6.5. Disclosure. A park owner must disclose in
8 writing the following with every lease or sale and upon
9 renewal of a lease of a mobile home or lot in a mobile home
10 park or manufactured home community:

11 (1) the rent charged for the mobile home or lot in the
12 past 5 years;

13 (2) the park owner's responsibilities with respect to
14 the mobile home or lot;

15 (3) information regarding any fees imposed in addition
16 to the base rent;

1 (4) information regarding late payments;

2 (5) information regarding any privilege tax that is
3 applicable;

4 (6) information regarding security deposits, including
5 the right to the return of security deposits and interest
6 as provided in Section 18 of this Act;

7 (7) information on a 3-year rent increase projection
8 which includes the 2 years of the lease and the year
9 immediately following. The basis for such rent increases
10 may be a fixed amount, a "not to exceed" amount, a formula,
11 an applicable index, or a combination of these
12 methodologies as elected by the park owner. If a formula
13 is used, the formula shall include the total fixed amount
14 determined by the formula, and, if applicable, the "not to
15 exceed" amount, stated in a clear dollar amount. These
16 increases may be in addition to all the non-controllable
17 expenses including, but not limited to, property taxes,
18 government assessments, utilities, and insurance;

19 (8) the name, address, and telephone number of the
20 legal entity that owns the manufactured home community or
21 mobile home park, ~~and either: (a) the name, address, and~~
22 ~~telephone number of the property manager or designated~~
23 ~~agent for the manufactured home community or mobile home~~
24 ~~park, if applicable; or (b) the address and telephone~~
25 ~~number of the legal entity that owns the manufactured home~~
26 ~~community or mobile home park, if the manufactured home~~

1 ~~community or mobile home park does not have a property~~
2 ~~manager or designated agent; and~~

3 (9) information contained in any inspection notice
4 required to be posted under subsection (b) of Section 6.7
5 of this Act; and

6 (10) information regarding the right to a trial by
7 jury.

8 The park owner must update the written disclosure at least
9 once per year. The park owner must advise tenants who are
10 renewing a lease of any changes in the disclosure from any
11 prior disclosure. Within 20 days after the closing of a
12 purchase and sale of a manufactured home community or mobile
13 home park that results in a change in the owner, the purchaser
14 or the representative of the purchaser must provide written
15 notice to each homeowner of the new owner and either: (i) the
16 name, address, and telephone number of the property manager or
17 designated agent for the manufactured home community or mobile
18 home park; or (ii) the address and telephone number of the
19 legal entity that owns the manufactured home community or
20 mobile home park if the manufactured home community or mobile
21 home park does not have a property manager or designated
22 agent. The written notice may be provided by hand delivery to
23 the resident's home, by United States mail or a recognized
24 courier service, by posting in the office of the custodian of
25 the park or in the clubhouse or other area of the park where
26 park residents gather, or by posting on a community bulletin

1 board.

2 The changes to this Section by this amendatory Act of the
3 98th General Assembly apply to disclosures made and changes of
4 ownership that take place on or after January 1, 2015.

5 (Source: P.A. 98-1062, eff. 1-1-15.)

6 (765 ILCS 745/9) (from Ch. 80, par. 209)

7 Sec. 9. The Terms of Fees and Rents. The terms for payment
8 of rent shall be clearly set forth and all charges for
9 services, ground or lot rent, unit rent, or any other charges
10 shall be specifically itemized in the lease and in all
11 billings of the tenant by the park owner.

12 The owner shall not change the rental terms nor increase
13 the cost of fees, except as provided herein.

14 The park owner shall not charge a transfer or selling fee
15 as a condition of sale of a mobile home that is going to remain
16 within the park unless a service is rendered.

17 Rents charged to a tenant by a park owner may be increased
18 upon the renewal of a lease. Notification of an increase shall
19 be delivered 90 days prior to expiration of the lease.

20 The park owner shall not charge or impose upon a tenant any
21 fee or increase in rent which reflects the cost to the park
22 owner of any fine, forfeiture, penalty, money damages, or fee
23 assessed or awarded by a court of law against the park owner,
24 including any attorney's fees and costs incurred by the park
25 owner in connection therewith unless the fine, forfeiture,

1 penalty, money damages, or fee was incurred as a result of the
2 tenant's actions.

3 The park owner shall not charge or impose upon a tenant a
4 pet fee unless a service related to the pet is offered by the
5 park owner and accepted by the tenant.

6 (Source: P.A. 95-383, eff. 1-1-08.)

7 (765 ILCS 745/12) (from Ch. 80, par. 212)

8 Sec. 12. Lease prohibitions. No lease hereafter executed
9 or currently existing between a park owner and tenant in a
10 mobile home park or manufactured home community in this State
11 shall contain any provision:

12 (a) Permitting the park owner to charge a penalty fee
13 for late payment of rent without allowing a tenant a
14 minimum of 5 days beyond the date the rent is due in which
15 to remit such payment;

16 (b) Permitting the park owner to charge an amount in
17 excess of one month's rent as a security deposit;

18 (c) Requiring the tenant to pay any fees not specified
19 in the lease;

20 (d) Permitting the park owner to transfer, or move, a
21 mobile home to a different lot, including a different lot
22 in the same mobile home park or manufactured home
23 community, during the term of the lease;

24 (e) Waiving the homeowner's right to a trial by jury.
25 The right to a trial by jury shall be disclosed in a lease.

1 If one provision of a lease is invalid, that does not
2 affect the validity of the remaining provisions of the lease.
3 (Source: P.A. 98-1062, eff. 1-1-15.)".