

1 AN ACT concerning property.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Mobile Home Landlord and Tenant Rights Act
5 is amended by changing Section 6 and by adding Section 6.3 as
6 follows:

7 (765 ILCS 745/6) (from Ch. 80, par. 206)

8 Sec. 6. Obligation of Park Owner to Offer Written Lease.
9 Except as provided in Section 6.3, no ~~no~~ person shall offer a
10 mobile home or lot for rent or sale in a mobile home park
11 without having first exhibited to the prospective tenant or
12 purchaser a copy of the lease applicable to the respective
13 mobile home park.

14 (a) The park owner shall be required to offer to each
15 present and future tenant a written lease for a term of not
16 less than 12 months, unless the parties agree to a different
17 term subject to existing leases which shall be continued
18 pursuant to their terms.

19 (b) Tenants in possession on the effective date of this Act
20 shall have 30 days after receipt of the offer for a written
21 lease within which to accept or reject such offer; during which
22 period, the rent may not be increased or any other terms and
23 conditions changed, except as permitted under this Act;
24 providing that if the tenant has not so elected he shall vacate
25 within the 30 day period.

26 (c) The park owner shall notify his tenants in writing not
27 later than 30 days after the effective date of this Act, that a
28 written lease shall be available to the tenant and that such
29 lease is being offered in compliance with and will conform to
30 the requirements of this Act.

31 (Source: P.A. 81-1509.)

1 (765 ILCS 745/6.3 new)

2 Sec. 6.3. Minimum lease terms of required written lease. If
3 a mobile home park is held or owned by a publicly traded entity
4 on any national stock or securities exchange, then the
5 following lease requirements shall apply:

6 (a) No person shall offer a mobile home or lot for rent
7 or sale in a mobile home park without having first
8 exhibited to the prospective tenant or purchaser a copy of
9 the lease or sales agreement applicable to the respective
10 mobile home park.

11 (b) The park owner shall be required to offer to each
12 present and future tenant a written lease for a term of not
13 less than 2 years, unless the parties agree to a different
14 term subject to existing leases which shall be continued
15 pursuant to their terms.

16 (c) A prospective tenant who executes a lease pursuant
17 to this Section may cancel the lease by notifying the park
18 owner in writing within 5 business days after the
19 prospective tenant's execution of the lease. The park owner
20 shall return any down payment, security deposit, or rent
21 paid by the prospective tenant within 10 days after
22 receiving the written cancellation. If the park owner
23 enters into an agreement to sell a mobile home to a
24 prospective tenant or lease it to a prospective tenant with
25 an option to purchase, the prospective tenant may cancel
26 the sale or lease-purchase agreement along with the lease
27 by notifying the park owner in writing within 5 business
28 days after the prospective tenant's execution of the lease.
29 The park owner shall, within 10 days after receiving the
30 written cancellation, refund all consideration paid by the
31 prospective tenant and cancel any debt relating to the
32 purchase or lease of the mobile home.

33 (d) The maximum amount that a park owner may recover as
34 damages for a tenant's early termination of a lease is 2
35 months rent. However, if the lot is leased to another
36 tenant within 20 days of vacating, the damages shall be a

1 maximum of rent for one month.

2 (e) In the lease, the park owner shall fully and
3 clearly set forth the amounts or methods of determining any
4 rental increases for any and all renewals of the lease.

5 (f) The park owner shall not charge or impose upon a
6 tenant any fee or increase in rent which reflects the cost
7 to the park owner of any fine, forfeiture, penalty, money
8 damages, or fee assessed or awarded by a court of law
9 against the park owner, including any attorney's fees and
10 costs incurred by the park owner in connection therewith.

11 (g) Tenants in possession on the effective date of this
12 amendatory Act of the 94th General Assembly shall have 30
13 days after receipt of the offer for a written lease within
14 which to accept or reject such offer; during which period,
15 the rent may not be increased or any other terms and
16 conditions changed, except as permitted under this Act;
17 providing that if the tenant has not so elected he shall
18 vacate within the 30 day period.

19 (h) The park owner shall notify its tenants in writing
20 not later than 30 days after the effective date of this
21 amendatory Act of the 94th General Assembly, that a written
22 lease shall be available to the tenant and that such lease
23 is being offered in compliance with and will conform to the
24 requirements of this amendatory Act of the 94th General
25 Assembly.

26 (i) If a tenant leaves a mobile home park temporarily
27 because of illness or disability, the park owner shall
28 allow a relative or relatives, designated by the tenant or
29 the tenant's guardian or representative, to live in the
30 home until such time as the tenant is able to return, so
31 long as the terms of the lease continue to be met.

32 (j) Renewal of lease. At the expiration of a lease,
33 including one that is a renewal of a previous lease, the
34 lease shall be renewed automatically for a term of 2 years
35 with the same terms as the previous lease, unless:

36 (1) the tenant notifies the park owner 30 days

1 prior to the expiration of the lease that he or she
2 does not intend to renew the lease;

3 (2) the park owner notifies the tenant 30 days
4 prior to the expiration of the lease that the lease
5 will not be renewed and specifies in writing one or
6 more of the following reasons: violation of park rules;
7 violation of health and safety codes; or irregular or
8 non-payment of rent;

9 (3) the park owner seeks to change the terms of the
10 agreement pursuant to subsections (k), (l), and (m), in
11 which case the procedures set forth in those
12 subsections shall apply; or

13 (4) the park owner elects to cease the operation of
14 either all or a portion of the mobile home park. The
15 tenants shall be entitled to at least 12 months notice
16 of the cessation of operations. If 12 months or more
17 remain on the existing lease at the time of notice, the
18 tenant is entitled to the balance of the term of his or
19 her lease. If there are less than 12 months remaining
20 in the term of his or her lease, the tenant is entitled
21 to the balance of his or her lease plus a written
22 month-to-month tenancy, at the expiring lease rate to
23 provide him or her with a full 12 months notice.

24 (k) Six months prior to the expiration of the lease,
25 the park owner shall offer the tenant a renewal lease with
26 a term of at least 2 years with the proposed rental amount
27 and any fee or other lease changes for that term.

28 (l) If the tenant does not accept the new terms, the
29 tenant may initiate a binding appraisal process whereby a
30 State certified general real estate appraiser, licensed
31 pursuant to the Real Estate Licensing Act of 2002, agreed
32 to by the tenant and park owner shall determine the fair
33 market value of the rent and other fees over the next 2
34 years, based on the existing leases of other tenants in the
35 same mobile home park and any discount that is necessary to
36 reflect any future change in land use that the park owner

1 has announced. The amount determined by the appraiser,
2 including any built-in increases, shall be binding for the
3 next 2 year period.

4 (m) A tenant whose existing lease does not comply with
5 this Section shall, as soon as practical, be offered a 2
6 year lease that complies with this Act, effective on the
7 termination of the existing lease. If the tenant does not
8 accept the terms of the lease, the tenant may initiate a
9 binding appraisal process, whereby a State certified
10 general real estate appraiser, licensed pursuant to the
11 Real Estate Licensing Act of 2002, agreed to by the tenant
12 and park owner shall determine the fair market value of the
13 rent and other fees over the next 2 years, based on new
14 leases of other tenants in the same mobile home park and,
15 if necessary, leases in comparable mobile home parks.

16 (n) All notices required under this Section shall be by
17 certified mail or personal service. Certified mail shall be
18 deemed to be effective upon the date of mailing.

19 (o) A tenant has 60 days from receipt of the renewal
20 notice to initiate the binding appraisal process. If the
21 appraisal process extends beyond the term of the original
22 lease term, the tenant shall be a hold-over on a
23 month-to-month lease under the terms of the original lease
24 and the park owner shall be prohibited from taking any
25 action inconsistent with that original lease.

26 (p) If the tenant or tenant association and the park
27 owner fail to select an appraiser, pursuant to subsections
28 (q) or (r), the circuit court in the county where the park
29 is located, upon application of the park owner or tenant,
30 shall appoint the appraiser.

31 (q) The appraiser's decision shall be a signed written
32 document, with copies provided to both the park owner and
33 tenant. The appraiser's decision shall equitably apportion
34 expenses and fees incurred in the preparation of the
35 appraisal between the park owner and tenant.

36 (r) The park owner and tenant have the right in the

1 appraisal procedure to be represented by attorneys, or in
2 the case of the tenant, by the tenant association.

3 (s) The park owner or tenant may seek court review of
4 an appraisal that was conducted pursuant to this Section.
5 The court may vacate or modify the appraiser's decision,
6 establish the fair market value of the land, or grant any
7 such other relief as the court deems just or appropriate.

8 (t) The provisions of this Section added by this
9 amendatory Act of the 94th General Assembly are mutually
10 dependent and inseverable. If any provision of this Section
11 is held invalid, then this entire Section is invalid.