



Rep. Ruth Munson

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09400HB5377ham002

LRB094 18951 LCT 56886 a

1 AMENDMENT TO HOUSE BILL 5377

2 AMENDMENT NO. _____. Amend House Bill 5377, AS AMENDED, by
3 replacing everything after the enacting clause with the
4 following:

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

8 (765 ILCS 745/6) (from Ch. 80, par. 206)

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

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

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

1 providing that if the tenant has not so elected he shall vacate
2 within the 30 day period.

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

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

9 (765 ILCS 745/6.3 new)

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

14 (a) No person shall offer a mobile home or lot for rent
15 or sale in a mobile home park without having first
16 exhibited to the prospective tenant or purchaser a copy of
17 the lease or sales agreement applicable to the respective
18 mobile home park.

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

24 (c) A prospective tenant who executes a lease pursuant
25 to this Section may cancel the lease by notifying the park
26 owner in writing within 5 business days after the
27 prospective tenant's execution of the lease. The park owner
28 shall return any down payment, security deposit, or rent
29 paid by the prospective tenant within 10 days after
30 receiving the written cancellation. If the park owner
31 enters into an agreement to sell a mobile home to a
32 prospective tenant or lease it to a prospective tenant with
33 an option to purchase, the prospective tenant may cancel

1 the sale or lease-purchase agreement along with the lease
2 by notifying the park owner in writing within 5 business
3 days after the prospective tenant's execution of the lease.
4 The park owner shall, within 10 days after receiving the
5 written cancellation, refund all consideration paid by the
6 prospective tenant and cancel any debt relating to the
7 purchase or lease of the mobile home.

8 (d) The maximum amount that a park owner may recover as
9 damages for a tenant's early termination of a lease is 2
10 months rent. However, if the lot is leased to another
11 tenant within 20 days of vacating, the damages shall be a
12 maximum of rent for one month.

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

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

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

30 (h) The park owner shall notify its tenants in writing
31 not later than 30 days after the effective date of this
32 amendatory Act of the 94th General Assembly, that a written
33 lease shall be available to the tenant and that such lease
34 is being offered in compliance with and will conform to the

1 requirements of this amendatory Act of the 94th General
2 Assembly.

3 (i) If a tenant leaves a mobile home park temporarily
4 because of illness or disability, the park owner shall
5 allow a relative or relatives, designated by the tenant or
6 the tenant's guardian or representative, to live in the
7 home until such time as the tenant is able to return, so
8 long as the terms of the lease continue to be met.

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

13 (1) the tenant notifies the park owner 30 days
14 prior to the expiration of the lease that he or she
15 does not intend to renew the lease;

16 (2) the park owner notifies the tenant 30 days
17 prior to the expiration of the lease that the lease
18 will not be renewed and specifies in writing one or
19 more of the following reasons: violation of park rules;
20 violation of health and safety codes; or irregular or
21 non-payment of rent;

22 (3) the park owner seeks to change the terms of the
23 agreement pursuant to subsections (k), (l), and (m), in
24 which case the procedures set forth in those
25 subsections shall apply; or

26 (4) the park owner elects to cease the operation of
27 either all or a portion of the mobile home park. The
28 tenants shall be entitled to at least 12 months notice
29 of the cessation of operations. If 12 months or more
30 remain on the existing lease at the time of notice, the
31 tenant is entitled to the balance of the term of his or
32 her lease. If there are less than 12 months remaining
33 in the term of his or her lease, the tenant is entitled
34 to the balance of his or her lease plus a written

1 month-to-month tenancy, at the expiring lease rate to
2 provide him or her with a full 12 months notice.

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

7 (l) If the tenant does not accept the new terms, the
8 tenant may initiate a binding appraisal process whereby a
9 State certified general real estate appraiser, licensed
10 pursuant to the Real Estate Licensing Act of 2002, agreed
11 to by the tenant and park owner shall determine the fair
12 market value of the rent and other fees over the next 2
13 years, based on the existing leases of other tenants in the
14 same mobile home park and any discount that is necessary to
15 reflect any future change in land use that the park owner
16 has announced. The amount determined by the appraiser,
17 including any built-in increases, shall be binding for the
18 next 2 year period.

19 (m) A tenant whose existing lease does not comply with
20 this Section shall, as soon as practical, be offered a 2
21 year lease that complies with this Act, effective on the
22 termination of the existing lease. If the tenant does not
23 accept the terms of the lease, the tenant may initiate a
24 binding appraisal process, whereby a State certified
25 general real estate appraiser, licensed pursuant to the
26 Real Estate Licensing Act of 2002, agreed to by the tenant
27 and park owner shall determine the fair market value of the
28 rent and other fees over the next 2 years, based on new
29 leases of other tenants in the same mobile home park and,
30 if necessary, leases in comparable mobile home parks.

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

34 (o) A tenant has 60 days from receipt of the renewal

1 notice to initiate the binding appraisal process. If the
2 appraisal process extends beyond the term of the original
3 lease term, the tenant shall be a hold-over on a
4 month-to-month lease under the terms of the original lease
5 and the park owner shall be prohibited from taking any
6 action inconsistent with that original lease.

7 (p) If the tenant or tenant association and the park
8 owner fail to select an appraiser, pursuant to subsections
9 (q) or (r), the circuit court in the county where the park
10 is located, upon application of the park owner or tenant,
11 shall appoint the appraiser.

12 (q) The appraiser's decision shall be a signed written
13 document, with copies provided to both the park owner and
14 tenant. The appraiser's decision shall equitably apportion
15 expenses and fees incurred in the preparation of the
16 appraisal between the park owner and tenant.

17 (r) The park owner and tenant have the right in the
18 appraisal procedure to be represented by attorneys, or in
19 the case of the tenant, by the tenant association.

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

25 (t) The provisions of this Section added by this
26 amendatory Act of the 94th General Assembly are mutually
27 dependent and inseverable. If any provision of this Section
28 is held invalid, then this entire Section is invalid."