

HB5587



95TH GENERAL ASSEMBLY

State of Illinois

2007 and 2008

HB5587

by Rep. Ruth Munson

SYNOPSIS AS INTRODUCED:

765 ILCS 745/6

from Ch. 80, par. 206

Amends the Mobile Home Landlord and Tenant Rights Act. Provides that, if the park owner enters into an agreement to sell a mobile home to a prospective tenant or lease it to a prospective tenant with an option to purchase, the prospective tenant may cancel the sale or lease-purchase agreement along with the lease by notifying the park owner in writing within 3 business days after the prospective tenant's execution of the lease. Provides that the park owner shall, within 10 days after receiving the written cancellation, refund all consideration paid by the prospective tenant and cancel any debt relating to the purchase or lease of the mobile home.

LRB095 17196 AJO 46247 b

A BILL FOR

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 as follows:

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

7 Sec. 6. Obligation of Park Owner to Offer Written Lease.

8 Except as provided in this Act, no person shall offer a
9 mobile home or lot for rent or sale in a mobile home park
10 without having first exhibited to the prospective tenant or
11 purchaser a copy of the lease applicable to the respective
12 mobile home park, unless the prospective tenant waives this
13 right in writing.

14 (a) The park owner shall be required, on a date before the
15 date on which the lease is signed, to offer to each present and
16 future tenant a written lease for a term of not less than 24
17 months, unless the prospective tenant waives that right and the
18 parties agree to a different term subject to existing leases
19 which shall be continued 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

1 conditions changed, except as permitted under this Act;
2 providing that if the tenant has not so elected he shall vacate
3 within the 30 day period.

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

9 (d) The park owner shall give 90 days' notice of any rent
10 increase and no rent increase shall go into effect until 90
11 days after the notice. Upon receipt of the notice of the rent
12 increase, a tenant shall have 30 days in which to accept or
13 reject the rent increase. If the tenant rejects the rent
14 increase, the tenant must notify the park owner of the date on
15 which the tenant will vacate the premises, which shall be a
16 date before the effective date of the rent increase.

17 (e) The park owner may provide for a specified rent
18 increase between the first and second years of the lease.

19 (f) The park owner may offer a month-to-month tenancy
20 agreement option to a tenant not wishing to make a long-term
21 commitment if the tenant signs a written statement
22 acknowledging that the park owner offered the tenant a longer
23 term lease but the tenant chose instead to agree to only a
24 month-to-month tenancy agreement. If the tenant declines to
25 sign either a lease or a statement acknowledging that a lease
26 was offered, the park owner shall sign and deliver to the

1 tenant a statement to that effect. Any month-to-month tenancy
2 agreement must provide a minimum of 90 days' notice to the
3 tenant before any rent increase is effective.

4 (g) A prospective tenant who executes a lease pursuant to
5 this Section may cancel the lease by notifying the park owner
6 in writing within 3 business days after the prospective
7 tenant's execution of the lease, unless the prospective tenant
8 waives in writing this right to cancel the lease or waives this
9 right by taking possession of the mobile home or the lot. The
10 park owner shall return any downpayment, security deposit, or
11 rent paid by the prospective tenant within 10 days after
12 receiving the written cancellation. If the park owner enters
13 into an agreement to sell a mobile home to a prospective tenant
14 or lease it to a prospective tenant with an option to purchase,
15 the prospective tenant may cancel the sale or lease-purchase
16 agreement along with the lease by notifying the park owner in
17 writing within 3 business days after the prospective tenant's
18 execution of the lease. The park owner shall, within 10 days
19 after receiving the written cancellation, refund all
20 consideration paid by the prospective tenant and cancel any
21 debt relating to the purchase or lease of the mobile home.

22 (h) The maximum amount that a park owner may recover as
23 damages for a tenant's early termination of a lease is the
24 amount due under the lease, less any offset or mitigation
25 through a re-lease.

26 (i) A tenant in possession of a mobile home or lot who is

1 not subject to a current lease on the effective date of this
2 amendatory Act of the 95th General Assembly shall be offered a
3 lease by the park owner within 90 days after the effective date
4 of this amendatory Act of the 95th General Assembly. Tenants in
5 possession on the effective date of this amendatory Act of the
6 95th General Assembly shall have 30 days after receipt of the
7 offer for a written lease within which to accept or reject the
8 offer, during which period the rent may not be increased or any
9 other terms and conditions changed, except as permitted under
10 this Act; provided that if the tenant has not so elected he or
11 she shall vacate within the 30-day period.

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