



Sen. Susan Garrett

**Filed: 3/18/2009**

09600SB1920sam001

LRB096 10955 AJ0 23945 a

1 AMENDMENT TO SENATE BILL 1920

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 1920 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 3 and 11 and by adding Sections  
6 8.6, 10.5, 10.6, and 10.7 as follows:

7 (765 ILCS 745/3) (from Ch. 80, par. 203)

8 Sec. 3. Definitions. Unless otherwise expressly defined,  
9 all terms in this Act shall be construed to have their  
10 ordinarily accepted meanings or such meaning as the context  
11 therein requires.

12 (a) "Person" means any legal entity, including but not  
13 limited to, an individual, firm, partnership, association,  
14 trust, joint stock company, corporation or successor of any of  
15 the foregoing.

16 (b) "Mobile Home" means a structure designed for permanent

1 habitation and so constructed as to permit its transport on  
2 wheels, temporarily or permanently attached to its frame, from  
3 the place of its construction to the location or subsequent  
4 locations at which it is intended to be a permanent habitation  
5 and designed to permit the occupancy thereof as a dwelling  
6 place of one or more persons, provided that any such structure  
7 served by individual utilities and resting on a permanent  
8 foundation, with wheels, tongue and hitch permanently removed,  
9 shall not be construed as a "mobile home".

10 (c) "Mobile Home Park" or "Park" means an area of land or  
11 lands upon which five or more independent mobile homes are  
12 harbored for rent.

13 (d) "Park Owner" means the owner of a mobile home park and  
14 any person authorized to exercise any aspect of the management  
15 of the premises, including any person who directly or  
16 indirectly receives rents and has no obligation to deliver the  
17 whole of such receipts to another person.

18 (e) "Tenant" means any person who occupies a mobile home  
19 rental unit for dwelling purposes or a lot on which he parks a  
20 mobile home for an agreed upon consideration.

21 (f) "Rent" means any money or other consideration given for  
22 the right of use, possession and occupancy of property, be it a  
23 lot or mobile home.

24 (g) "Master antenna television service" means any and all  
25 services provided by or through the facilities of any closed  
26 circuit coaxial cable communication system, or any microwave or

1 similar transmission services other than a community antenna  
2 television system as defined in Section 11-42-11 of the  
3 Illinois Municipal Code.

4 (h) "Mobile home owner" means the owner of a mobile home.

5 (Source: P.A. 85-990.)

6 (765 ILCS 745/8.6 new)

7 Sec. 8.6. Cessation of park operation.

8 (a) A park owner who elects to cease the operation of  
9 either all or a portion of the mobile home park shall pay to  
10 the owner of each mobile home, or to the owner of each mobile  
11 home located in the portion of the park that will cease  
12 operation, that is occupied by the owner or by a family member  
13 of the owner, at the mobile home owner's election, either: (1)  
14 the mobile home owner's actual relocation costs or (2) the  
15 appraised value of the mobile home.

16 (b) Relocation costs shall include the costs of  
17 disconnecting and moving the home to a different park or other  
18 location selected by the mobile home owner within a 100 mile  
19 radius of the park, reconnecting the home with all hook-ups so  
20 that it is substantially in the same condition as before the  
21 move, with any required and comparable appurtenances, and the  
22 reasonable costs of suitable lodging until the move and  
23 installation are completed.

24 (c) The appraised value of the mobile home shall be the  
25 fair market value of the home and any existing appurtenances

1 but excluding the value of the underlying land, determined by  
2 an independent appraiser agreed to by the park owner and the  
3 mobile home owner. In making the determination, the appraiser  
4 shall assess fair market value based on the price that a  
5 willing and able buyer intending to reside in the home would  
6 pay for the home and any existing appurtenances, but excluding  
7 the value of the underlying land, and shall assume that the  
8 home is and will continue to be located on a lot which is  
9 leased in a duly licensed mobile home park, with all hook-ups  
10 and existing appurtenances in place for use and occupancy by  
11 the resident.

12 (d) A mobile home owner shall not be entitled to  
13 compensation under item (1) of subsection (a) when:

14 (1) the park owner moves the mobile home to another  
15 space in the mobile home park or to another mobile home  
16 park at the park owner's expense;

17 (2) the mobile home owner is vacating the premises and  
18 has informed the park owner or manager before notice of the  
19 change in use has been given; or

20 (3) the mobile home owner or the person residing in the  
21 mobile home has a pending eviction action for nonpayment of  
22 lot rent amount pursuant to Section 15, which was filed  
23 against him or her prior to the mailing date of the notice  
24 of change in use of the mobile home park given pursuant to  
25 Section 8.5, provided that, if a judgment for possession of  
26 the premises is not entered in favor of the park owner,

1       this exception shall not apply.

2       (e) Payment of the appraised value or of the estimated  
3 relocation costs, as the case may be, shall be made to the  
4 mobile home owner no later than the departure of the residents  
5 of the home from the park, with adjustments made for the total  
6 actual relocation costs upon completion of relocation.

7       (f) The total amount paid under this Section by the park  
8 owner must not exceed 40 percent of the sale price, or if no  
9 sale price is available, the assessed value of the mobile home  
10 park. If the amount available for relocation expenses is  
11 reduced because of this restriction, the payments to each  
12 mobile home owner shall be reduced proportionately.

13       (g) If the planned cessation of the operation of the mobile  
14 home park requires a variance or zoning change, the park owner  
15 must mail a notice at least 10 days before the hearing to a  
16 resident of each mobile home in the mobile home park, stating  
17 the time, place, and purpose of the public hearing.

18       (765 ILCS 745/10.5 new)

19       Sec. 10.5. Legislative findings regarding mobile home park  
20 closures and tenant ownership of mobile home parks. The General  
21 Assembly finds that:

22       (a) Mobile home parks provide a significant source of  
23 homeownership opportunities for Illinois residents. However,  
24 the increasing closure and conversion of mobile home parks to  
25 other uses, combined with increasing mobile home lot rents, low

1 vacancy rates in existing mobile home parks, and the extremely  
2 high cost of moving homes when mobile home parks close,  
3 increasingly make mobile home park living insecure for mobile  
4 home homeowner tenants.

5 (b) Many tenants who reside in mobile home parks are  
6 low-income households and seniors and are, therefore, those  
7 tenants most in need of reasonable security in the siting of  
8 their mobile homes because of the adverse impacts on the  
9 health, safety, and welfare of tenants forced to move due to  
10 closure, change of use, or discontinuance of mobile home parks.

11 (c) The preservation of mobile home parks:

12 (1) is a more economical alternative than providing new  
13 replacement units for homeowner tenants who are displaced  
14 from closing mobile home parks;

15 (2) is a strategy by which all local jurisdictions may  
16 meet the affordable housing needs of their residents; and

17 (3) should be a goal of all local governments.

18 (d) The loss of mobile home parks should not result in a  
19 net loss of affordable housing, thus compromising a local  
20 jurisdiction's ability to meet the affordable housing needs of  
21 its residents.

22 (e) The closure of mobile home parks has serious  
23 environmental, safety, and financial impacts including:

24 (1) mobile homes that cannot be moved to other  
25 locations add to Illinois' landfills;

26 (2) homes that are abandoned may attract crime; and

1           (3) vacant homes not to be re-occupied need to be  
2           tested for asbestos and lead and these toxic materials need  
3           to be removed prior to demolition.

4           (f) Mobile home park residents who own the real estate as  
5           well as their homes are able to exercise self-governance and  
6           experience fewer societal conflicts, resulting in a lesser  
7           usage of police resources.

8           (765 ILCS 745/10.6 new)

9           Sec. 10.6. Notice required before sale.

10          (a) No mobile home park owner shall make a final  
11          unconditional acceptance of any offer for the sale, lease, or  
12          transfer of a mobile home park, or any portion of a park (other  
13          than a lease of a lot to a tenant) without first giving 60  
14          days' notice to each tenant and to the Illinois Department of  
15          Public Health, containing the following information:

16               (1) that the owner intends to sell, lease, or transfer  
17               the mobile home park;

18               (2) the price, terms, and conditions of an acceptable  
19               offer the park owner has received to sell the park or the  
20               price, terms, and conditions for which the park owner  
21               intends to sell the park, and a statement that the park  
22               owner will, upon request of a representative of the  
23               tenants, provide a copy of the signed written offer the  
24               park owner has received; and

25               (3) a statement that the owner will consider an offer

1       received from the tenants or a tenants' association within  
2       60 days from the date of the notice, and in such case will  
3       negotiate with the tenants in good faith.

4       (b) During the notice period required under subsection (a),  
5       the mobile home park owner shall consider any offer received  
6       from the tenants or a tenants' association, if any, and the  
7       owner shall negotiate in good faith with the tenants concerning  
8       a potential purchase or lease. If, during the notice period,  
9       the tenants decide to make an offer to purchase or lease the  
10       mobile home park, such offer shall be evidenced by a purchase  
11       and sale agreement, or a comparable agreement; however, the  
12       tenants shall have a reasonable time beyond the 60-day period,  
13       if necessary, to obtain financing for the purchase or lease.

14       (c) The notice required by subsection (a) shall be served  
15       by certified mail, return receipt requested, to each tenant at  
16       such tenant's abode and to the Illinois Department of Public  
17       Health at its main office. A receipt from the United States  
18       Postal Service that is signed by any adult member of the  
19       household to which it was mailed, or a notation on the letter  
20       that the letter was refused by any adult member of the tenant  
21       household, or that the addressee no longer resides there, or  
22       that the letter was returned to the post office unclaimed,  
23       shall constitute a conclusive presumption that service was made  
24       in any court action in this State. A receipt from the United  
25       States Postal Service that is signed by an employee of the  
26       Illinois Department of Public Health shall constitute a



1 conclusive presumption that service was made on the authority  
2 in any court action in this State.

3 (d) The park owner shall, upon the request of a  
4 representative of the tenants, provide a copy of the signed  
5 written offer the park owner has received and any other  
6 documentation that is customarily provided to potential  
7 commercial buyers.

8 (765 ILCS 745/10.7 new)

9 Sec. 10.7. Exceptions. Notwithstanding the provisions of  
10 Section 10.6, the owner of a mobile home park shall not be  
11 required to give notice to the tenants if:

12 (1) the park is being sold at a foreclosure sale;

13 (2) the sale, lease, or transfer is to a family member  
14 of the owner or to a trust, the beneficiaries of which are  
15 family members of the owner;

16 (3) the sale, lease, or transfer is by a partnership to  
17 one or more of its partners;

18 (4) the conveyance of an interest in the park is  
19 incidental to the financing of such park;

20 (5) the sale, lease, or transfer is between joint  
21 tenants or tenants in common; or

22 (6) the sale is pursuant to eminent domain.

23 (765 ILCS 745/11) (from Ch. 80, par. 211)

24 Sec. 11. Provisions of mobile home park leases. Any lease

1 hereafter executed or currently existing between an owner and  
2 tenant in a mobile home park in this State shall also contain,  
3 or shall be made to contain, the following covenants binding  
4 the owner at all times during the term of the lease to:

5 (a) identify to each tenant prior to his occupancy the  
6 lot area for which he will be responsible;

7 (b) keep all exterior property areas not in the  
8 possession of a tenant, but part of the mobile home park  
9 property, free from the species of weeds and plant growth  
10 which are generally noxious or detrimental to the health of  
11 the tenants;

12 (c) maintain all electrical, plumbing, gas or other  
13 utilities provided by him in good working condition with  
14 the exception of emergencies after which repairs must be  
15 completed within a reasonable period of time;

16 (d) maintain all subsurface water and sewage lines and  
17 connections in good working order;

18 (e) respect the privacy of the tenants and if only the  
19 lot is rented, agree not to enter the mobile home without  
20 the permission of the mobile home owner, and if the mobile  
21 home is the property of the park owner, to enter only after  
22 due notice to the tenant, provided, the park owner or his  
23 representative may enter without notice in emergencies;

24 (f) maintain all roads within the mobile home park in  
25 good condition;

26 (g) include a statement of all services and facilities

1 which are to be provided by the park owner for the tenant,  
2 e.g. lawn maintenance, snow removal, garbage or solid waste  
3 disposal, recreation building, community hall, swimming  
4 pool, golf course, laundromat, etc.;

5 (h) disclose the full names and addresses of all  
6 individuals in whom all or part of the legal or equitable  
7 title to the mobile home park is vested, or the name and  
8 address of the owners' designated agent;

9 (i) provide a custodian's office and furnish each  
10 tenant with the name, address and telephone number of the  
11 custodian and designated office; -

12 (j) provide the tenant at least 60 days' notice before  
13 making a final unconditional acceptance of any offer for  
14 the sale, lease, or transfer of the mobile home park or  
15 portion of the park (other than a lease of a lot to a  
16 tenant and other than the circumstances described in  
17 Section 10.7) which: (i) states that the owner intends to  
18 sell, lease, or transfer the mobile home park; (ii) states  
19 the price, terms, and conditions of an acceptable offer the  
20 park owner has received to sell, lease, or transfer the  
21 park or the price, terms, and conditions for which the park  
22 owner intends to sell, lease, or transfer the park,  
23 including a copy of the signed written offer which sets  
24 forth a description of the property to be purchased,  
25 leased, or transferred and the price, terms, and conditions  
26 of the acceptable offer; and (iii) states that the owner

1       will consider any offer received from the tenants or a  
2       tenants' association within 60 days from the date of the  
3       notice, and in such case will negotiate with the tenants in  
4       good faith;

5           (k) consider any offer to purchase the park received  
6       from the tenants or a tenants' association and negotiate in  
7       good faith with the tenants concerning a potential  
8       purchase.

9       (Source: P.A. 90-655, eff. 7-30-98.)

10       Section 97. Severability. The provisions of this Act are  
11       severable under Section 1.31 of the Statute on Statutes."