



95TH GENERAL ASSEMBLY

State of Illinois

2007 and 2008

SB2770

Introduced 2/15/2008, by Sen. Michael Noland

SYNOPSIS AS INTRODUCED:

765 ILCS 745/8	from Ch. 80, par. 208
765 ILCS 745/8.1 new	
765 ILCS 745/9	from Ch. 80, par. 209

Amends the Mobile Home Landlord and Tenant Rights Act. Provides for automatic lease renewal for 2 years unless certain requirements are met, such as a 30-day notice and a notice of reasons for the non-renewal of the lease. Provides that the park owner is to give 12 months notice of closing all or part of the park. Provides for the park owner and tenant or tenant association to use a State certified general real estate appraiser, selected by the parties or the court, to prepare an appraisal to determine the appropriate amount for rent and fees. Provides that the appraisal is subject to court review. Makes other changes.

LRB095 19941 AJO 46362 b

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 Sections 8 and 9 and by adding Section
6 8.1 as follows:

7 (765 ILCS 745/8) (from Ch. 80, par. 208)

8 Sec. 8. Renewal of Lease.

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

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

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

22 (3) the park owner seeks to change the terms of the
23 agreement pursuant to subsections (b), (c), and (d), in

1 which case the procedures set forth in those subsections
2 shall apply; or

3 (4) the park owner elects to cease the operation of
4 either all or a portion of the mobile home park. The
5 tenants shall be entitled to at least 12 months notice of
6 the cessation of operations. If 12 months or more remain on
7 the existing lease at the time of notice, the tenant is
8 entitled to the balance of the term of his or her lease. If
9 there are less than 12 months remaining in the term of his
10 or her lease, the tenant is entitled to the balance of his
11 or her lease plus a written month-to-month tenancy, at the
12 expiring lease rate to provide him or her with a full 12
13 months notice.

14 (b) Six months prior to the expiration of the lease, the
15 park owner shall offer the tenant a renewal lease with a term
16 of at least 2 years with the proposed rental amount and any fee
17 or other lease changes for that term.

18 (c) If the tenant does not accept the new terms, the tenant
19 may initiate a binding appraisal process whereby a State
20 certified general real estate appraiser, licensed pursuant to
21 the Real Estate Appraiser Licensing Act of 2002, agreed to by
22 the tenant and park owner shall determine the fair market value
23 of the rent and other fees over the next 2 years, based on the
24 existing leases of other tenants in the same mobile home park
25 and any discount that is necessary to reflect any future change
26 in land use that the park owner has announced. The amount

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

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

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

18 (f) A tenant has 60 days from receipt of the renewal notice
19 to initiate the binding appraisal process. If the appraisal
20 process extends beyond the term of the original lease term, the
21 tenant shall be a hold-over on a month-to-month lease under the
22 terms of the original lease and the park owner shall be
23 prohibited from taking any action inconsistent with that
24 original lease. ~~(a) Every lease of a mobile home or lot in a~~
25 ~~mobile home park shall contain an option which automatically~~
26 ~~renews the lease; unless:~~

1 ~~(1) the tenant shall notify the owners 30 days prior to~~
2 ~~the expiration of the lease that he does not intend to~~
3 ~~renew the lease;~~

4 ~~(2) the park owner shall notify the tenant 30 days~~
5 ~~prior to the expiration of the lease that the lease will~~
6 ~~not be renewed and specify in writing the reasons, such as~~
7 ~~violations of park rules, health and safety codes or~~
8 ~~irregular or non payment of rent;~~

9 ~~(3) the park owner elects to cease the operation of~~
10 ~~either all or a portion of the mobile home park; or~~

11 ~~(4) the park owner seeks to change the terms of the~~
12 ~~agreement pursuant to subsection (b) in which case the~~
13 ~~procedures set forth in subsection (b) shall apply, unless~~
14 ~~the only change is in the amount of rent, in which case it~~
15 ~~is sufficient if the park owner provides a letter notice to~~
16 ~~the tenant stating the changed rent amount; any notice of a~~
17 ~~change in the amount of rent shall advise the tenant that~~
18 ~~the tenant will be given a copy of the lease, upon request,~~
19 ~~at no charge and that no other changes in the lease are~~
20 ~~allowed.~~

21 ~~(b) If there is no change in the lease, the park owner must~~
22 ~~provide the tenant with a letter notice stating there will be~~
23 ~~no change in the lease terms unless a new lease is signed. If~~
24 ~~there is a change in the rent, the park owner must offer to~~
25 ~~provide the tenant a copy of the lease without charge upon~~
26 ~~request.~~

1 ~~(e) All notices required under this Section shall be by~~
2 ~~first class mail or personal service.~~

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

4 (765 ILCS 745/8.1 new)

5 Sec. 8.1. Appraisals.

6 (a) If the tenant or tenant association and the park owner
7 fail to select an appraiser, pursuant to subsection (c) or (d)
8 of Section 8, the circuit court in the county where the park is
9 located, upon application of the park owner or tenant, shall
10 appoint the appraiser.

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

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

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

24 (765 ILCS 745/9) (from Ch. 80, par. 209)

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

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

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

11 ~~Rents charged to a tenant by a park owner may be increased~~
12 ~~upon the renewal of a lease. Notification of an increase shall~~
13 ~~be delivered 90 days prior to expiration of the lease.~~

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

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