

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.