



95TH GENERAL ASSEMBLY

State of Illinois

2007 and 2008

SB0687

Introduced 2/8/2007, by Sen. Debbie DeFrancesco Halvorson

SYNOPSIS AS INTRODUCED:

765 ILCS 745/10.5 new
765 ILCS 745/10.6 new
765 ILCS 745/10.7 new
765 ILCS 745/11

from Ch. 80, par. 211

Amends the Mobile Home Landlord and Tenant Rights Act. Contains legislative findings. Provides that no mobile home park owner shall finally accept any offer for the sale, lease, or transfer of a mobile home park without first giving 60 days' notice to each tenant and to the Illinois Housing Development Authority. Provides that, during the notice period, the park owner shall consider any offer received from the tenants or a tenants' association and negotiate in good faith with the tenants concerning a potential purchase or lease. Contains provisions regarding: offers to purchase or lease the mobile home park; notice contents and requirements; exceptions to the notice requirements; required contents of leases; and other matters. Contains severability provisions.

LRB095 10936 AJO 31229 b

1 AN ACT concerning civil law.

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 11 and by adding Sections 10.5,
6 10.6, and 10.7 as follows:

7 (765 ILCS 745/10.5 new)

8 Sec. 10.5. Legislative findings regarding mobile home park
9 closures and tenant ownership of mobile home parks. The General
10 Assembly finds that:

11 (a) Mobile home parks provide a significant source of
12 homeownership opportunities for Illinois residents. However,
13 the increasing closure and conversion of mobile home parks to
14 other uses, combined with increasing mobile home lot rents, low
15 vacancy rates in existing mobile home parks, and the extremely
16 high cost of moving homes when mobile home parks close,
17 increasingly make mobile home park living insecure for mobile
18 home homeowner tenants.

19 (b) Many tenants who reside in mobile home parks are
20 low-income households and seniors and are, therefore, those
21 tenants most in need of reasonable security in the siting of
22 their mobile homes because of the adverse impacts on the
23 health, safety, and welfare of tenants forced to move due to

1 closure, change of use, or discontinuance of mobile home parks.

2 (c) The preservation of mobile home parks:

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

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

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

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

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

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

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

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

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

1 Sec. 10.6. Notice required before sale.

2 (a) No mobile home park owner shall make a final
3 unconditional acceptance of any offer for the sale, lease, or
4 transfer of a mobile home park, or any portion of a park (other
5 than a lease of a lot to a tenant) without first giving 60
6 days' notice to each tenant and to the Illinois Housing
7 Development Authority, containing the following information:

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

10 (2) the price, terms, and conditions of an acceptable
11 offer the park owner has received to sell the park or the
12 price, terms, and conditions for which the park owner
13 intends to sell the park, including a copy of the signed
14 written offer which sets forth a description of the
15 property to be purchased, leased, or transferred and the
16 price, terms, and conditions of the acceptable offer; and

17 (3) a statement that the owner will consider any offer
18 received from the tenants or a tenants' association within
19 60 days from the date of the notice, and in such case will
20 negotiate with the tenants in good faith.

21 (b) During the notice period required under subsection (a),
22 the mobile home park owner shall consider any offer received
23 from the tenants or a tenants' association, if any, and the
24 owner shall negotiate in good faith with the tenants concerning
25 a potential purchase or lease. If, during the notice period,
26 the tenants decide to make an offer to purchase or lease the

1 mobile home park, such offer shall be evidenced by a purchase
2 and sale agreement, or a comparable agreement; however, the
3 tenants shall have a reasonable time beyond the 60-day period,
4 if necessary, to obtain financing for the purchase or lease.

5 (c) The notice required by subsection (a) shall be served
6 by certified mail, return receipt requested, to each tenant at
7 such tenant's abode and to the Illinois Housing Development
8 Authority at its main office. A receipt from the United States
9 Postal Service that is signed by any adult member of the
10 household to which it was mailed, or a notation on the letter
11 that the letter was refused by any adult member of the tenant
12 household, or that the addressee no longer resides there, or
13 that the letter was returned to the post office unclaimed,
14 shall constitute a conclusive presumption that service was made
15 in any court action in this State. A receipt from the United
16 States Postal Service that is signed by an employee of the
17 Illinois Housing Development Authority shall constitute a
18 conclusive presumption that service was made on the authority
19 in any court action in this State.

20 (765 ILCS 745/10.7 new)

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

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

25 (2) the sale, lease, or transfer is to a family member

1 of the owner or to a trust, the beneficiaries of which are
2 family members of the owner;

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

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

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

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

10 (765 ILCS 745/11) (from Ch. 80, par. 211)

11 Sec. 11. Provisions of mobile home park leases. Any lease
12 hereafter executed or currently existing between an owner and
13 tenant in a mobile home park in this State shall also contain,
14 or shall be made to contain, the following covenants binding
15 the owner at all times during the term of the lease to:

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

18 (b) keep all exterior property areas not in the
19 possession of a tenant, but part of the mobile home park
20 property, free from the species of weeds and plant growth
21 which are generally noxious or detrimental to the health of
22 the tenants;

23 (c) maintain all electrical, plumbing, gas or other
24 utilities provided by him in good working condition with
25 the exception of emergencies after which repairs must be

1 completed within a reasonable period of time;

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

4 (e) respect the privacy of the tenants and if only the
5 lot is rented, agree not to enter the mobile home without
6 the permission of the mobile home owner, and if the mobile
7 home is the property of the park owner, to enter only after
8 due notice to the tenant, provided, the park owner or his
9 representative may enter without notice in emergencies;

10 (f) maintain all roads within the mobile home park in
11 good condition;

12 (g) include a statement of all services and facilities
13 which are to be provided by the park owner for the tenant,
14 e.g. lawn maintenance, snow removal, garbage or solid waste
15 disposal, recreation building, community hall, swimming
16 pool, golf course, laundromat, etc.;

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

21 (i) provide a custodian's office and furnish each
22 tenant with the name, address and telephone number of the
23 custodian and designated office; ;

24 (j) provide the tenant at least 60 days' notice before
25 making a final unconditional acceptance of any offer for
26 the sale, lease, or transfer of the mobile home park or

1 portion of the park (other than a lease of a lot to a
2 tenant and other than the circumstances described in
3 Section 10.7) which: (i) states that the owner intends to
4 sell, lease, or transfer the mobile home park; (ii) states
5 the price, terms, and conditions of an acceptable offer the
6 park owner has received to sell, lease, or transfer the
7 park or the price, terms, and conditions for which the park
8 owner intends to sell, lease, or transfer the park,
9 including a copy of the signed written offer which sets
10 forth a description of the property to be purchased,
11 leased, or transferred and the price, terms, and conditions
12 of the acceptable offer; and (iii) states that the owner
13 will consider any offer received from the tenants or a
14 tenants' association within 60 days from the date of the
15 notice, and in such case will negotiate with the tenants in
16 good faith;

17 (k) consider any offer to purchase the park received
18 from the tenants or a tenants' association and negotiate in
19 good faith with the tenants concerning a potential
20 purchase.

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

22 Section 97. Severability. The provisions of this Act are
23 severable under Section 1.31 of the Statute on Statutes.