

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 Sections 3, 6.5, 12, and 18 and by  
6 adding Sections 6.6 and 6.7 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) "Manufactured home" means a factory-assembled,  
17 completely integrated structure designed for permanent  
18 habitation, with a permanent chassis, and so constructed as to  
19 permit its transport, on wheels temporarily or permanently  
20 attached to its frame, and is a movable or portable unit that  
21 is (i) 8 body feet or more in width, (ii) 40 body feet or more  
22 in length, and (iii) 320 or more square feet, constructed to be  
23 towed on its own chassis (comprised of frame and wheels) from

1 the place of its construction to the location, or subsequent  
2 locations, at which it is installed and set up according to the  
3 manufacturer's instructions and connected to utilities for  
4 year-round occupancy for use as a permanent habitation, and  
5 designed and situated so as to permit its occupancy as a  
6 dwelling place for one or more persons. The term shall include  
7 units containing parts that may be folded, collapsed, or  
8 telescoped when being towed and that may be expected to provide  
9 additional cubic capacity, and that are designed to be joined  
10 into one integral unit capable of being separated again into  
11 the components for repeated towing. The term excludes campers  
12 and recreational vehicles.

13 (c) "Mobile Home Park" or "Park" means a tract of land or 2  
14 contiguous tracts of land that contain sites with the necessary  
15 utilities for 5 or more mobile homes or manufactured homes. A  
16 mobile home park may be operated either free of charge or for  
17 revenue purposes.

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

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

26 (f) "Rent" means any money or other consideration given for

1 the right of use, possession and occupancy of property, be it a  
2 lot, a mobile home, or both.

3 (g) "Master antenna television service" means any and all  
4 services provided by or through the facilities of any closed  
5 circuit coaxial cable communication system, or any microwave or  
6 similar transmission services other than a community antenna  
7 television system as defined in Section 11-42-11 of the  
8 Illinois Municipal Code.

9 (h) "Authority having jurisdiction" means the Illinois  
10 Department of Public Health or a unit of local government  
11 specifically authorized by statute, rule, or ordinance to  
12 enforce this Act or any other statute, rule, or ordinance  
13 applicable to the mobile home park or manufactured home  
14 community.

15 (i) "Managing agent" means any person or entity responsible  
16 for the operation, management, or maintenance of a mobile home  
17 park or manufactured home community.

18 (Source: P.A. 96-1477, eff. 1-1-11.)

19 (765 ILCS 745/6.5)

20 Sec. 6.5. Disclosure. A park owner must disclose in writing  
21 the following with every lease or sale and upon renewal of a  
22 lease of a mobile home or lot in a mobile home park or  
23 manufactured home community:

24 (1) the rent charged for the mobile home or lot in the  
25 past 5 years;

1 (2) the park owner's responsibilities with respect to  
2 the mobile home or lot;

3 (3) information regarding any fees imposed in addition  
4 to the base rent;

5 (4) information regarding late payments;

6 (5) information regarding any privilege tax that is  
7 applicable;

8 (6) information regarding security deposits, including  
9 the right to the return of security deposits and interest  
10 as provided in Section 18 of this Act; ~~and~~

11 (7) information on a 3-year rent increase projection  
12 which includes the 2 years of the lease and the year  
13 immediately following. The basis for such rent increases  
14 may be a fixed amount, a "not to exceed" amount, a formula,  
15 an applicable index, or a combination of these  
16 methodologies as elected by the park owner. These increases  
17 may be in addition to all the non-controllable expenses  
18 including, but not limited to, property taxes, government  
19 assessments, utilities, and insurance; ~~and~~

20 (8) the name of the legal entity that owns the  
21 manufactured home community or mobile home park, and  
22 either: (a) the name, address, and telephone number of the  
23 property manager or designated agent for the manufactured  
24 home community or mobile home park; or (b) the address and  
25 telephone number of the legal entity that owns the  
26 manufactured home community or mobile home park, if the

1 manufactured home community or mobile home park does not  
2 have a property manager or designated agent; and

3 (9) information contained in any inspection notice  
4 required to be posted under subsection (b) of Section 6.7  
5 of this Act.

6 The park owner must update the written disclosure at least  
7 once per year. The park owner must advise tenants who are  
8 renewing a lease of any changes in the disclosure from any  
9 prior disclosure. Within 20 days after the closing of a  
10 purchase and sale of a manufactured home community or mobile  
11 home park that results in a change in the owner, the purchaser  
12 or the representative of the purchaser must provide written  
13 notice to each homeowner of the new owner and either: (i) the  
14 name, address, and telephone number of the property manager or  
15 designated agent for the manufactured home community or mobile  
16 home park; or (ii) the address and telephone number of the  
17 legal entity that owns the manufactured home community or  
18 mobile home park if the manufactured home community or mobile  
19 home park does not have a property manager or designated agent.  
20 The written notice may be provided by hand delivery to the  
21 resident's home, by United States mail or a recognized courier  
22 service, by posting in the office of the custodian of the park  
23 or in the clubhouse or other area of the park where park  
24 residents gather, or by posting on a community bulletin board.

25 The changes to this Section by this amendatory Act of the  
26 98th General Assembly apply to disclosures made and changes of

1 ownership that take place on or after January 1, 2015.

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

3 (765 ILCS 745/6.6 new)

4 Sec. 6.6. Notice of bankruptcy or foreclosure proceedings.

5 If a bankruptcy case is commenced by or against a park owner by  
6 the filing of a voluntary or involuntary petition under Title  
7 11 of the United States Code, if a receiver is appointed by a  
8 court of competent jurisdiction in a case filed by or against a  
9 park owner, or if a foreclosure proceeding is initiated against  
10 the park property by a creditor of the park owner, then: (i)  
11 the park owner shall provide written notice of the commencement  
12 of the bankruptcy or foreclosure to the tenant within 30 days  
13 of process having been properly served upon the park owner  
14 notifying the park owner of the commencement of the case or  
15 proceeding, or, with respect to a voluntary petition filed by  
16 the park owner under Title 11 of the United States Code, within  
17 30 days of the park owner's filing of the petition; and (ii)  
18 the receiver shall notify all tenants of the park of its  
19 appointment in accordance with the provisions of subsection (f)  
20 of Section 15-1704 of the Code of Civil Procedure. The park  
21 owner shall cause the written notice from the park owner  
22 required by subclause (i) of the immediately preceding sentence  
23 to be served by delivering a copy to the known occupant or by  
24 leaving the notice with some person of the age of 13 years or  
25 upwards who is residing on or in the leased premises or who is

1 in possession of the leased premises or by sending a copy of  
2 the notice to the known occupant by first-class mail addressed  
3 to the occupant by the name known to the park owner.

4 (765 ILCS 745/6.7 new)

5 Sec. 6.7. Violations; inspection reports; postings;  
6 penalty.

7 (a) Any nonconformance with a statute, rule, or ordinance  
8 applicable to the mobile home park or manufactured home  
9 community constitutes a violation. The authority having  
10 jurisdiction shall identify violations in an inspection  
11 report. The inspection report shall be served upon the park  
12 owner or managing agent in person or by certified United States  
13 mail, return receipt requested, postage prepaid.

14 (b) The park owner or its managing agent shall post in a  
15 conspicuous place any inspection report received from the  
16 authority having jurisdiction regarding health and life safety  
17 violations as defined in rules promulgated by the Illinois  
18 Department of Public Health. The inspection report shall be  
19 posted beginning the business day after the date by which the  
20 violation or violations must be corrected as set forth in the  
21 inspection report issued by the authority having jurisdiction.  
22 The posting may be removed only when:

23 (1) the authority having jurisdiction has issued  
24 written authorization to remove the posting; or

25 (2) the park owner or its managing agent has corrected

1 the violation or violations, served notice to the authority  
2 having jurisdiction that the violation or violations have  
3 been corrected by submitting such documentation or  
4 affidavit as may be necessary to substantiate the  
5 correction by certified United States mail, return receipt  
6 requested, postage prepaid, and no less than 15 days have  
7 expired from the mailing date of the notice to the  
8 authority having jurisdiction.

9 (c) Nothing in this Act may be construed to diminish,  
10 impair, or otherwise affect the authority of the authority  
11 having jurisdiction to charge violations under the Mobile Home  
12 Park Act or any other statute, rule, or ordinance applicable to  
13 the mobile home park or manufactured home community.

14 (d) Failure to comply with the requirements of this Section  
15 subjects the park owner or managing agent to a \$250 penalty.  
16 The penalty shall be payable to the authority having  
17 jurisdiction which issued the inspection report citing  
18 violations.

19 (e) For purposes of enforcement of this Section by the  
20 Illinois Department of Public Health, the Illinois  
21 Administrative Procedure Act is hereby expressly adopted. The  
22 Illinois Department of Public Health has the authority to  
23 promulgate rules to enforce this Section.

24 (f) For purposes of enforcement of this Section by any  
25 authority having jurisdiction other than the Illinois  
26 Department of Public Health, the authority having jurisdiction



1 has the authority to adopt ordinances to enforce this Section.

2 (765 ILCS 745/12) (from Ch. 80, par. 212)

3 Sec. 12. Lease prohibitions. No lease hereafter executed or  
4 currently existing between a park owner and tenant in a mobile  
5 home park or manufactured home community in this State shall  
6 contain any provision:

7 (a) Permitting the park owner to charge a penalty fee for  
8 late payment of rent without allowing a tenant a minimum of 5  
9 days beyond the date the rent is due in which to remit such  
10 payment;

11 (b) Permitting the park owner to charge an amount in excess  
12 of one month's rent as a security deposit;

13 (c) Requiring the tenant to pay any fees not specified in  
14 the lease;

15 (d) Permitting the park owner to transfer, or move, a  
16 mobile home to a different lot, including a different lot in  
17 the same mobile home park or manufactured home community,  
18 during the term of the lease; ~~;~~

19 (e) Waiving the homeowner's right to a trial by jury.

20 If one provision of a lease is invalid, that does not  
21 affect the validity of the remaining provisions of the lease.

22 (Source: P.A. 85-607.)

23 (765 ILCS 745/18) (from Ch. 80, par. 218)

24 Sec. 18. Security deposit; Interest.

1           (a) If the lease requires the tenant to provide any deposit  
2 with the park owner for the term of the lease, or any part  
3 thereof, said deposit shall be considered a Security Deposit.  
4 Security Deposits shall be returned in full to the tenant,  
5 provided that the tenant has paid all rent due in full for the  
6 term of the lease and has caused no actual damage to the  
7 premises.

8           The park owner shall furnish the tenant, within 15 days  
9 after termination or expiration of the lease, an itemized list  
10 of the damages incurred upon the premises and the estimated  
11 cost for the repair of each item. The tenant's failure to  
12 object to the itemized list within 15 days shall constitute an  
13 agreement upon the amount of damages specified therein. The  
14 park owner's failure to furnish such itemized list of damages  
15 shall constitute an agreement that no damages have been  
16 incurred upon the premises and the entire security deposit  
17 shall become immediately due and owing to the tenant.

18           The tenant's failure to furnish the park owner a forwarding  
19 address shall excuse the park owner from furnishing the list  
20 required by this Section.

21           (b) A park owner of any park regularly containing 25 or  
22 more mobile homes shall pay interest to the tenant, on any  
23 deposit held by the park owner, computed from the date of the  
24 deposit at a rate equal to the interest paid by the largest  
25 commercial bank, as measured by total assets, having its main  
26 banking premises in this State on minimum deposit passbook

1 savings accounts as of December 31 of the preceding year on any  
2 such deposit held by the park owner for more than 6 months.  
3 However, in the event that any portion of the amount deposited  
4 is utilized during the period for which it is deposited in  
5 order to compensate the owner for non-payment of rent or to  
6 make a good faith reimbursement to the owner for damage caused  
7 by the tenant, the principal on which the interest accrues may  
8 be recomputed to reflect the reduction for the period  
9 commencing on the first day of the calendar month following the  
10 reduction.

11 The park owner shall, within 30 days after the end of each  
12 12-month period, pay to the tenant any interest owed under this  
13 Section in cash, provided, however, that the amount owed may be  
14 applied to rent due if the owner and tenant agree thereto.

15 A park owner who willfully fails or refuses to pay the  
16 interest required by this Act shall, upon a finding by a  
17 circuit court that he willfully failed or refused to pay, be  
18 liable for an amount equal to the amount of the security  
19 deposit, together with court costs and a reasonable attorney's  
20 fee.

21 (c) A park owner, as landlord, shall hold in trust all  
22 security deposits received from a tenant in one or more banks,  
23 savings banks, or credit unions, the accounts of which are  
24 insured by the Federal Deposit Insurance Corporation, the  
25 National Credit Union Administration Share Insurance Fund, or  
26 other applicable entity under law. A security deposit and the

1 interest due under subsection (b) of this Section is the  
2 property of the tenant until the deposit is returned to the  
3 tenant or used to compensate, or applied to the tenant's  
4 obligations to, the park owner, as landlord, in accordance with  
5 the lease or applicable State and local law. The security  
6 deposit shall not be commingled with the assets of the park  
7 owner, and shall not be subject to the claims of any creditor  
8 of the park owner or any party claiming an interest in the  
9 deposit through the park owner, including a foreclosing  
10 mortgagee or trustee in bankruptcy; provided that this  
11 subsection does not prevent a foreclosing mortgagee, receiver,  
12 or trustee from taking over control of the applicable bank  
13 account holding the security deposits, which may include moving  
14 the security deposits to another bank account meeting the  
15 requirements of this Section, provided that the mortgagee,  
16 receiver, or trustee:

17 (1) shall continue to hold the security deposits in  
18 trust as provided in, and subject to, the provisions of  
19 this Section; and

20 (2) is entitled to use a security deposit to  
21 compensate, and apply a security deposit to discharge the  
22 obligations of the tenant to, the park owner as permitted  
23 by the lease or applicable State and local law.

24 (Source: P.A. 88-643, eff. 1-1-95.)