



Sen. Dan Kotowski

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LRB098 15679 HEP 59763 a

1 AMENDMENT TO HOUSE BILL 4123

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 4123, AS AMENDED, by  
3 replacing everything after the enacting clause with the  
4 following:

5 "Section 5. The Mobile Home Landlord and Tenant Rights Act  
6 is amended by changing Sections 3, 6.5, 12, and 18 and by  
7 adding Sections 6.6 and 6.7 as follows:

8 (765 ILCS 745/3) (from Ch. 80, par. 203)

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

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

1           (b) "Manufactured home" means a factory-assembled,  
2 completely integrated structure designed for permanent  
3 habitation, with a permanent chassis, and so constructed as to  
4 permit its transport, on wheels temporarily or permanently  
5 attached to its frame, and is a movable or portable unit that  
6 is (i) 8 body feet or more in width, (ii) 40 body feet or more  
7 in length, and (iii) 320 or more square feet, constructed to be  
8 towed on its own chassis (comprised of frame and wheels) from  
9 the place of its construction to the location, or subsequent  
10 locations, at which it is installed and set up according to the  
11 manufacturer's instructions and connected to utilities for  
12 year-round occupancy for use as a permanent habitation, and  
13 designed and situated so as to permit its occupancy as a  
14 dwelling place for one or more persons. The term shall include  
15 units containing parts that may be folded, collapsed, or  
16 telescoped when being towed and that may be expected to provide  
17 additional cubic capacity, and that are designed to be joined  
18 into one integral unit capable of being separated again into  
19 the components for repeated towing. The term excludes campers  
20 and recreational vehicles.

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

26           (d) "Park Owner" means the owner of a mobile home park and

1 any person authorized to exercise any aspect of the management  
2 of the premises, including any person who directly or  
3 indirectly receives rents and has no obligation to deliver the  
4 whole of such receipts to another person.

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

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

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

17 (h) "Authority having jurisdiction" means the Illinois  
18 Department of Public Health or a unit of local government  
19 specifically authorized by statute, rule, or ordinance to  
20 enforce this Act or any other statute, rule, or ordinance  
21 applicable to the mobile home park or manufactured home  
22 community.

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

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

1 (765 ILCS 745/6.5)

2 Sec. 6.5. Disclosure. A park owner must disclose in writing  
3 the following with every lease or sale and upon renewal of a  
4 lease of a mobile home or lot in a mobile home park or  
5 manufactured home community:

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

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

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

12 (4) information regarding late payments;

13 (5) information regarding any privilege tax that is  
14 applicable;

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

18 (7) information on a 3-year rent increase projection  
19 which includes the 2 years of the lease and the year  
20 immediately following. The basis for such rent increases  
21 may be a fixed amount, a "not to exceed" amount, a formula,  
22 an applicable index, or a combination of these  
23 methodologies as elected by the park owner. These increases  
24 may be in addition to all the non-controllable expenses  
25 including, but not limited to, property taxes, government

1 assessments, utilities, and insurance; and

2 (8) the name of the legal entity that owns the  
3 manufactured home community or mobile home park, and  
4 either: (a) the name, address, and telephone number of the  
5 property manager or designated agent for the manufactured  
6 home community or mobile home park; or (b) the address and  
7 telephone number of the legal entity that owns the  
8 manufactured home community or mobile home park, if the  
9 manufactured home community or mobile home park does not  
10 have a property manager or designated agent; and

11 (9) information contained in any inspection notice  
12 required to be posted under subsection (b) of Section 6.7  
13 of this Act.

14 The park owner must update the written disclosure at least  
15 once per year. The park owner must advise tenants who are  
16 renewing a lease of any changes in the disclosure from any  
17 prior disclosure. Within 20 days after the closing of a  
18 purchase and sale of a manufactured home community or mobile  
19 home park that results in a change in the owner, the purchaser  
20 or the representative of the purchaser must provide written  
21 notice to each homeowner of the new owner and either: (i) the  
22 name, address, and telephone number of the property manager or  
23 designated agent for the manufactured home community or mobile  
24 home park; or (ii) the address and telephone number of the  
25 legal entity that owns the manufactured home community or  
26 mobile home park if the manufactured home community or mobile

1 home park does not have a property manager or designated agent.  
2 The written notice may be provided by hand delivery to the  
3 resident's home, by United States mail or a recognized courier  
4 service, by posting in the office of the custodian of the park  
5 or in the clubhouse or other area of the park where park  
6 residents gather, or by posting on a community bulletin board.

7 The changes to this Section by this amendatory Act of the  
8 98th General Assembly apply to disclosures made and changes of  
9 ownership that take place on or after January 1, 2015.

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

11 (765 ILCS 745/6.6 new)

12 Sec. 6.6. Notice of bankruptcy or foreclosure proceedings.  
13 If a bankruptcy case is commenced by or against a park owner by  
14 the filing of a voluntary or involuntary petition under Title  
15 11 of the United States Code, if a receiver is appointed by a  
16 court of competent jurisdiction in a case filed by or against a  
17 park owner, or if a foreclosure proceeding is initiated against  
18 the park property by a creditor of the park owner, then: (i)  
19 the park owner shall provide written notice of the commencement  
20 of the bankruptcy or foreclosure to the tenant within 30 days  
21 of process having been properly served upon the park owner  
22 notifying the park owner of the commencement of the case or  
23 proceeding, or, with respect to a voluntary petition filed by  
24 the park owner under Title 11 of the United States Code, within  
25 30 days of the park owner's filing of the petition; and (ii)

1 the receiver shall notify all tenants of the park of its  
2 appointment in accordance with the provisions of subsection (f)  
3 of Section 15-1704 of the Code of Civil Procedure. The park  
4 owner shall cause the written notice from the park owner  
5 required by subclause (i) of the immediately preceding sentence  
6 to be served by delivering a copy to the known occupant or by  
7 leaving the notice with some person of the age of 13 years or  
8 upwards who is residing on or in the leased premises or who is  
9 in possession of the leased premises or by sending a copy of  
10 the notice to the known occupant by first-class mail addressed  
11 to the occupant by the name known to the park owner.

12 (765 ILCS 745/6.7 new)

13 Sec. 6.7. Violations; inspection reports; postings;  
14 penalty.

15 (a) Any nonconformance with a statute, rule, or ordinance  
16 applicable to the mobile home park or manufactured home  
17 community constitutes a violation. The authority having  
18 jurisdiction shall identify violations in an inspection  
19 report. The inspection report shall be served upon the park  
20 owner or managing agent in person or by certified United States  
21 mail, return receipt requested, postage prepaid.

22 (b) The park owner or its managing agent shall post in a  
23 conspicuous place any inspection report received from the  
24 authority having jurisdiction regarding health and life safety  
25 violations as defined in rules promulgated by the Illinois

1 Department of Public Health. The inspection report shall be  
2 posted beginning the business day after the date by which the  
3 violation or violations must be corrected as set forth in the  
4 inspection report issued by the authority having jurisdiction.

5 The posting may be removed only when:

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

8 (2) the park owner or its managing agent has corrected  
9 the violation or violations, served notice to the authority  
10 having jurisdiction that the violation or violations have  
11 been corrected by submitting such documentation or  
12 affidavit as may be necessary to substantiate the  
13 correction by certified United States mail, return receipt  
14 requested, postage prepaid, and no less than 15 days have  
15 expired from the mailing date of the notice to the  
16 authority having jurisdiction.

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

22 (d) Failure to comply with the requirements of this Section  
23 subjects the park owner or managing agent to a \$250 penalty.  
24 The penalty shall be payable to the authority having  
25 jurisdiction which issued the inspection report citing  
26 violations.



1       (e) For purposes of enforcement of this Section, the  
2 Illinois Administrative Procedure Act is hereby expressly  
3 adopted. The authority having jurisdiction has authority to  
4 promulgate rules or adopt ordinances to enforce this Section.

5       (1) With respect to enforcement by the Illinois  
6 Department of Public Health, the Illinois Administrative  
7 Procedure Act is hereby expressly adopted.

8       (d) The authority having jurisdiction, other than the  
9 Illinois Department of Public Health, has authority to  
10 promulgate rules or adopt ordinances to enforce this  
11 Section.

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

13       Sec. 12. Lease prohibitions. No lease hereafter executed or  
14 currently existing between a park owner and tenant in a mobile  
15 home park or manufactured home community in this State shall  
16 contain any provision:

17       (a) Permitting the park owner to charge a penalty fee for  
18 late payment of rent without allowing a tenant a minimum of 5  
19 days beyond the date the rent is due in which to remit such  
20 payment;

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

23       (c) Requiring the tenant to pay any fees not specified in  
24 the lease;

25       (d) Permitting the park owner to transfer, or move, a

1 mobile home to a different lot, including a different lot in  
2 the same mobile home park or manufactured home community,  
3 during the term of the lease;  ~~-~~

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

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

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

8 (765 ILCS 745/18) (from Ch. 80, par. 218)

9 Sec. 18. Security deposit; Interest.

10 (a) If the lease requires the tenant to provide any deposit  
11 with the park owner for the term of the lease, or any part  
12 thereof, said deposit shall be considered a Security Deposit.  
13 Security Deposits shall be returned in full to the tenant,  
14 provided that the tenant has paid all rent due in full for the  
15 term of the lease and has caused no actual damage to the  
16 premises.

17 The park owner shall furnish the tenant, within 15 days  
18 after termination or expiration of the lease, an itemized list  
19 of the damages incurred upon the premises and the estimated  
20 cost for the repair of each item. The tenant's failure to  
21 object to the itemized list within 15 days shall constitute an  
22 agreement upon the amount of damages specified therein. The  
23 park owner's failure to furnish such itemized list of damages  
24 shall constitute an agreement that no damages have been  
25 incurred upon the premises and the entire security deposit

1 shall become immediately due and owing to the tenant.

2 The tenant's failure to furnish the park owner a forwarding  
3 address shall excuse the park owner from furnishing the list  
4 required by this Section.

5 (b) A park owner of any park regularly containing 25 or  
6 more mobile homes shall pay interest to the tenant, on any  
7 deposit held by the park owner, computed from the date of the  
8 deposit at a rate equal to the interest paid by the largest  
9 commercial bank, as measured by total assets, having its main  
10 banking premises in this State on minimum deposit passbook  
11 savings accounts as of December 31 of the preceding year on any  
12 such deposit held by the park owner for more than 6 months.  
13 However, in the event that any portion of the amount deposited  
14 is utilized during the period for which it is deposited in  
15 order to compensate the owner for non-payment of rent or to  
16 make a good faith reimbursement to the owner for damage caused  
17 by the tenant, the principal on which the interest accrues may  
18 be recomputed to reflect the reduction for the period  
19 commencing on the first day of the calendar month following the  
20 reduction.

21 The park owner shall, within 30 days after the end of each  
22 12-month period, pay to the tenant any interest owed under this  
23 Section in cash, provided, however, that the amount owed may be  
24 applied to rent due if the owner and tenant agree thereto.

25 A park owner who willfully fails or refuses to pay the  
26 interest required by this Act shall, upon a finding by a

1 circuit court that he willfully failed or refused to pay, be  
2 liable for an amount equal to the amount of the security  
3 deposit, together with court costs and a reasonable attorney's  
4 fee.

5 (c) A park owner, as landlord, shall hold in trust all  
6 security deposits received from a tenant in one or more banks,  
7 savings banks, or credit unions, the accounts of which are  
8 insured by the Federal Deposit Insurance Corporation, the  
9 National Credit Union Administration Share Insurance Fund, or  
10 other applicable entity under law. A security deposit and the  
11 interest due under subsection (b) of this Section is the  
12 property of the tenant until the deposit is returned to the  
13 tenant or used to compensate, or applied to the tenant's  
14 obligations to, the park owner, as landlord, in accordance with  
15 the lease or applicable State and local law. The security  
16 deposit shall not be commingled with the assets of the park  
17 owner, and shall not be subject to the claims of any creditor  
18 of the park owner or any party claiming an interest in the  
19 deposit through the park owner, including a foreclosing  
20 mortgagee or trustee in bankruptcy; provided that this  
21 subsection does not prevent a foreclosing mortgagee, receiver,  
22 or trustee from taking over control of the applicable bank  
23 account holding the security deposits, which may include moving  
24 the security deposits to another bank account meeting the  
25 requirements of this Section, provided that the mortgagee,  
26 receiver, or trustee:

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

4           (2) is entitled to use a security deposit to  
5           compensate, and apply a security deposit to discharge the  
6           obligations of the tenant to, the park owner as permitted  
7           by the lease or applicable State and local law.

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