

AN ACT concerning civil law.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 5. The Mobile Home Park Act is amended by changing Sections 6 and 19 as follows:

(210 ILCS 115/6) (from Ch. 111 1/2, par. 716)

Sec. 6. In addition to the application fees provided for herein, the licensee shall pay to the Department on or before March 31 of each year, an annual license fee which shall be \$100 plus \$4 ~~\$3~~ for each mobile home space in the park. Annual license fees submitted after April 30 shall be subject to a \$50 late fee. The licensee shall also complete and return a license renewal application by March 31 of each year.

The licensee shall pay to the Department within 30 days of receipt of notification from the Department \$6 for each additional mobile home site added to his park under authority of a written permit to alter the park as provided in Section 4.2 of this Act, payment for the additional mobile home sites to be made and an amended license therefor obtained before any mobile homes are accommodated on the additional mobile home spaces. The Department shall issue an amended license to cover such additional mobile home sites, when they are to be occupied before the end of the license year, for which an annual license

has been previously issued.

Subsequent to the effective date of this Act, an applicant for an original license to operate a new park constructed under a permit issued by the Department shall only be required to pay 1/4 of the annual fee if such park begins operation after the 31st day of January and before the 1st day of May of such licensing year; or 1/2 of the annual fee if such park begins operation after the 31st day of October and before the 1st day of February of such licensing year or 3/4 of the annual fee if such park begins operation after the 31st day of July and before the 1st day of November of such licensing year; but shall be required to pay the entire annual fee if such park begins operation after the 30th day of April and before the 1st day of August of such licensing year.

Each license fee shall be paid to the Department and any license fee or any part thereof, once paid to and accepted by the Department shall not be refunded.

The Department shall deposit all funds received under this Act into the Facility Licensing Fund. Subject to appropriation, moneys in the Fund shall be used for the enforcement of this Act ~~in the State Treasury.~~

(Source: P.A. 85-565.)

(210 ILCS 115/19) (from Ch. 111 1/2, par. 729)

Sec. 19. Violations; penalties.

(a) Whoever violates any provision of this Act, shall,

except as otherwise provided, be guilty of a Class B misdemeanor. Each day's violation shall constitute a separate offense. The State's Attorney of the county in which the violation occurred, or the Attorney General shall bring such actions in the name of the people of the State of Illinois, or may, in addition to other remedies provided in this Act, bring action for an injunction to restrain such violation, or to enjoin the operation of any such mobile home park.

(b) The Department may also impose an administrative monetary penalty against a person who operates a mobile home park in violation of this Act or the rules adopted under the authority of this Act. The Department shall establish the amount of the penalties by rule. The Department must provide the person with written notification of the alleged violation and allow a minimum of 30 days for correction of the alleged violation before imposing an administrative monetary penalty, unless the alleged violation involves life safety in which case the Department shall allow a minimum of 10 days for correction of the alleged life safety violation before imposing an administrative monetary penalty. The Department shall adopt rules defining violations that involve life safety.

In addition, before imposing an administrative monetary penalty under this subsection, the Department must provide the following to the person operating the mobile home park:

(1) Written notice of the person's right to request an administrative hearing on the question of the alleged

violation.

(2) An opportunity to present evidence, orally or in writing or both, on the question of the alleged violation before an impartial hearing examiner appointed by the Director of Public Health.

(3) A written decision from the Director of Public Health, based on the evidence introduced at the hearing and the hearing examiner's recommendations, finding that the person violated this Act.

The Attorney General may bring an action in the circuit court to enforce the collection of an administrative monetary penalty imposed under this subsection.

The Department shall deposit all administrative monetary penalties collected under this subsection into the Facility Licensing Fund. Subject to appropriation, moneys in the Fund shall be used for the enforcement of this Act.

(Source: P.A. 78-255.)

Section 10. The Mobile Home Landlord and Tenant Rights Act is amended by changing Sections 6, 6.5, 8, and 9 and by adding Sections 6.3, 6.4, 8.5, and 9.5 as follows:

(765 ILCS 745/6) (from Ch. 80, par. 206)

Sec. 6. Obligation of Park Owner to Offer Written Lease.
Except as provided in this Act, no ~~No~~ person shall offer a mobile home or lot for rent or sale in a mobile home park

without having first exhibited to the prospective tenant or purchaser a copy of the lease applicable to the respective mobile home park, unless the prospective tenant waives this right in writing.

(a) The park owner shall be required, on a date before the date on which the lease is signed, to offer to each present and future tenant a written lease for a term of not less than 24 ~~12~~ months, unless the prospective tenant waives that right and the parties agree to a different term subject to existing leases which shall be continued pursuant to their terms.

(b) Tenants in possession on the effective date of this Act shall have 30 days after receipt of the offer for a written lease within which to accept or reject such offer; during which period, the rent may not be increased or any other terms and conditions changed, except as permitted under this Act; providing that if the tenant has not so elected he shall vacate within the 30 day period.

(c) The park owner shall notify his tenants in writing not later than 30 days after the effective date of this Act, that a written lease shall be available to the tenant and that such lease is being offered in compliance with and will conform to the requirements of this Act.

(d) The park owner shall give 90 days' notice of any rent increase and no rent increase shall go into effect until 90 days after the notice. Upon receipt of the notice of the rent increase, a tenant shall have 30 days in which to accept or

reject the rent increase. If the tenant rejects the rent increase, the tenant must notify the park owner of the date on which the tenant will vacate the premises, which shall be a date before the effective date of the rent increase.

(e) The park owner may provide for a specified rent increase between the first and second years of the lease.

(f) The park owner may offer a month-to-month tenancy agreement option to a tenant not wishing to make a long-term commitment if the tenant signs a written statement acknowledging that the park owner offered the tenant a longer term lease but the tenant chose instead to agree to only a month-to-month tenancy agreement. If the tenant declines to sign either a lease or a statement acknowledging that a lease was offered, the park owner shall sign and deliver to the tenant a statement to that effect. Any month-to-month tenancy agreement must provide a minimum of 90 days' notice to the tenant before any rent increase is effective.

(g) A prospective tenant who executes a lease pursuant to this Section may cancel the lease by notifying the park owner in writing within 3 business days after the prospective tenant's execution of the lease, unless the prospective tenant waives in writing this right to cancel the lease or waives this right by taking possession of the mobile home or the lot. The park owner shall return any security deposit or rent paid by the prospective tenant within 10 days after receiving the written cancellation.

(h) The maximum amount that a park owner may recover as damages for a tenant's early termination of a lease is the amount due under the lease, less any offset or mitigation through a re-lease.

(i) A tenant in possession of a mobile home or lot who is not subject to a current lease on the effective date of this amendatory Act of the 95th General Assembly shall be offered a lease by the park owner within 90 days after the effective date of this amendatory Act of the 95th General Assembly. Tenants in possession on the effective date of this amendatory Act of the 95th General Assembly shall have 30 days after receipt of the offer for a written lease within which to accept or reject the offer, during which period the rent may not be increased or any other terms and conditions changed, except as permitted under this Act; provided that if the tenant has not so elected he or she shall vacate within the 30-day period.

(Source: P.A. 81-1509.)

(765 ILCS 745/6.3 new)

Sec. 6.3. Temporary Tenant. If a tenant suffers from an illness or disability that requires the tenant to temporarily leave the mobile home park, the park owner shall allow a relative or relatives, designated by the tenant or the tenant's legal guardian or representative, to live in the home for a period of up to 90 days as temporary occupants if the following conditions are met:

(1) The tenant must provide documentation of the disability or illness by a licensed physician dated within the past 60 days;

(2) The temporary occupant must meet all qualifications other than financial, including age in a community that provides housing for older persons, and the terms of the lease and park rules must continue to be met; as used in this item (2), "housing for older persons" has the meaning ascribed to that term in Section 3-106 of the Illinois Human Rights Act; and

(3) At least 5 days before occupancy, the temporary occupant must submit an application for residency to the park owner by which the temporary occupant provides all information required to confirm that the temporary occupant meets community requirements.

After the 90-day temporary occupancy period, the temporary occupant shall be required to provide documentation of ongoing financial ability to pay the costs relative to occupancy.

(765 ILCS 745/6.4 new)

Sec. 6.4. Rent Deferral Program. A tenant or co-tenants may defer, for up to one year, payment of the amount by which the rent has most recently been increased if the tenant or co-tenants provide proof of inability to pay the increased rent amount by meeting the following requirements within 30 days of the date on which the tenant or co-tenants receive either a new

lease or a notice of rent increase:

(1) The tenant or co-tenants attest, by sworn affidavit, that they shall diligently proceed to list their mobile home with a licensed sales entity and market it for sale;

(2) The tenant or co-tenants attest, by sworn affidavit, that the proposed new lease amount will exceed 45% of the tenant's or co-tenants' current taxable and non-taxable income, from whatever source derived; and

(3) The tenant or co-tenants provide verification in the form of a tax return and other such documents as may be required to independently verify the annual income and assets of the tenant or co-tenants.

If the tenant or co-tenants meet the above requirements, the tenant or co-tenants may continue to reside in the mobile home for a period of up to 12 months or the date on which the tenant or co-tenants sell the mobile home to a new tenant approved by the park owner, whichever date is earlier. The tenant or co-tenants must remain current on all rent payments at the rental amount due before the notice of the rent increase. The tenant or co-tenants shall be required to pay, upon sale of the home, the deferred rent portion which represents the difference between the actual monthly rental amount paid starting from the effective date of the rent increase and the monthly amount due per the rent increase notice without any additional interest or penalty charges.

(765 ILCS 745/6.5)

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

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

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

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

(4) information regarding late payments;

(5) information regarding any privilege tax that is applicable; ~~and~~

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

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

The park owner must update the written disclosure at least once per year. The park owner must advise tenants who are renewing a lease of any changes in the disclosure from any prior disclosure.

(Source: P.A. 93-1043, eff. 6-1-05.)

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

Sec. 8. Renewal of Lease.

(a) Every lease of a mobile home or lot in a mobile home park shall contain an option which automatically renews the lease; unless:

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

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

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

(4) the park owner seeks to change the terms of the agreement pursuant to subsection (b) in which case the procedures set forth in subsection (b) shall apply, unless the only change is in the amount of rent, in which case it is sufficient if the park owner provides a letter notice to

the tenant stating the changed rent amount; any notice of a change in the amount of rent shall advise the tenant that the tenant will be given a copy of the lease, upon request, at no charge and that no other changes in the lease are allowed.

(b) If there is no change in the lease, the park owner must provide the tenant with a letter notice stating there will be no change in the lease terms unless a new lease is signed. If there is a change in the rent, the park owner must offer to provide the tenant a copy of the lease without charge upon request. ~~The tenants shall be entitled to at least 12 months notice of such ceasing of operations. If 12 months or more remain on the existing lease at the time of notice, the tenant is entitled to the balance of the term of his lease. If there is less than 12 months remaining in the term of his lease, the tenant is entitled to the balance of his lease plus a written month to month tenancy, at the expiring lease rate to provide him with a full 12 months notice.~~

(c) All notices required under this Section shall be by first class ~~certified~~ mail or personal service. ~~Certified mail shall be deemed to be effective upon the date of mailing.~~

(Source: P.A. 87-1078.)

(765 ILCS 745/8.5 new)

Sec. 8.5. Park Closure. If a park owner elects to cease the operation of either all or a portion of the mobile home park,

the tenants shall be entitled to at least 12 months' notice of such ceasing of operations. If 12 months or more remain on the existing lease at the time of notice, the tenant is entitled to the balance of the term of his or her lease up to the date of the closing. If less than 12 months remain in the term of his or her lease, the tenant is entitled to the balance of his or her lease plus a written month-to-month tenancy and rent must remain at the expiring lease rate to provide him or her with a full 12 months' notice.

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

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

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

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

Rents charged to a tenant by a park owner may be increased upon the renewal of a lease. Notification of an increase shall be delivered 90 ~~60~~ days prior to expiration of the lease.

The park owner shall not charge or impose upon a tenant any fee or increase in rent which reflects the cost to the park

owner of any fine, forfeiture, penalty, money damages, or fee assessed or awarded by a court of law against the park owner, including any attorney's fees and costs incurred by the park owner in connection therewith unless the fine, forfeiture, penalty, money damages, or fee was incurred as a result of the tenant's actions.

(Source: P.A. 86-851.)

(765 ILCS 745/9.5 new)

Sec. 9.5. Abandoned or Repossessed Properties. In the event of the sale of abandoned or repossessed property, the park owner shall, after payment of all outstanding rent, fees, costs, and expenses to the community, pay any remaining balance to the title holder of the abandoned or repossessed property. If the tenant cannot be found through a diligent inquiry after 90 days, then the funds shall be forfeited. As used in this Section, "diligent inquiry" means sending a notice by certified mail to the last known address.

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

Section 99. Effective date. This Act takes effect January 1, 2008.