



Rep. Abdelnasser Rashid

Filed: 3/23/2026

10400HB3526ham002

LRB104 11121 JRC 35364 a

1 AMENDMENT TO HOUSE BILL 3526

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 3526, AS AMENDED,  
3 by replacing everything after the enacting clause with the  
4 following:

5 "Section 1. References to Act. This Act may be referred to  
6 as the Mobile Home Tenant Protection Act.

7 Section 5. The Mobile Home Landlord and Tenant Rights Act  
8 is amended by changing Section 9 as follows:

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

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

15 The owner shall not change the rental terms nor increase

1 the cost of fees, except as provided herein.

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

5 Rents charged to a tenant by a park owner may be increased  
6 upon the renewal of a lease. Notification of an increase shall  
7 be delivered 90 days prior to expiration of the lease. Subject  
8 to the provisions of paragraph (e) of Section 6 of this Act, a  
9 park owner may not increase rent for a site or a lot more than  
10 3% per year or the consumer price index-u increase, whichever  
11 is greater. As used in this Section, "consumer price index-u"  
12 means the index published by the Bureau of Labor Statistics of  
13 the United States Department of Labor that measures the  
14 average change in prices of goods and services purchased by  
15 all urban consumers, United States city average, all items,  
16 1982-84 = 100.

17 The provisions of this amendatory Act of the 104th General  
18 Assembly do not apply to the following: (1) newly constructed  
19 mobile home parks for a period of 15 years after the effective  
20 date of this amendatory Act of the 104th General Assembly; and  
21 (2) justified expenses limited to property tax increases,  
22 major capital improvements necessary to meet the park owner's  
23 warranty of habitability obligations, and utility cost  
24 increases that individually or in combination cause annual  
25 expenses to exceed annual revenues for the park.

26 If a park owner wishes to impose a rent increase more than

1 the greater of 3% or the consumer price index-u increase, the  
2 park owner must provide a written justification for the  
3 increase that complies with this Section. The justification  
4 must detail the increase in property taxes, the increase in  
5 utilities, and any major capital improvement costs and certify  
6 that the allowable rent increase would result in projected  
7 expenses, excluding any profits, dividends, and fees paid to  
8 associated entities, that exceed projected revenues. The  
9 written justification must include the following:

10 "I certify that:

11 (1) the property tax increases, utility cost  
12 increases, and major capital improvement costs are  
13 accurate and based on written estimates or notifications  
14 from government agencies or utility companies;

15 (2) these expenses plus a reasonable estimate of  
16 regular expenses based on the park's previous year's  
17 expenses, excluding any profits, dividends or fees paid to  
18 related entities, have been calculated as projected  
19 expenses;

20 (3) a reasonable estimate of revenue based on the  
21 park's previous year's revenue plus the allowable rent  
22 increase of the greater of 3% or the consumer price  
23 index-u increase has been calculated as projected revenue;

24 (4) these projected expenses exceed the projected  
25 revenue and the proposed rent increase beyond the greater  
26 of 3% or the consumer price index-u increase is the

1 minimum amount necessary to ensure projected revenue  
2 equals projected expenses;

3 (5) at the end of the year in which a rent increase  
4 greater than 3% or the consumer price index-u increase is  
5 imposed, the park must reconcile actual expenses, minus  
6 any profits, dividends or fees paid to related entities,  
7 with actual revenue and return any excess revenue to  
8 residents in a rebate and adjust rents to reflect what an  
9 accurate projection requires; and

10 (6) clear, detailed, and dated records of all  
11 calculations and supporting documentation must be  
12 maintained by the park owner. This certification is made  
13 under penalty of perjury."

14 The written justification must be signed by the park owner  
15 or the managing agent of the entity that manages the mobile  
16 home park.

17 If additional rent increases are justified by major  
18 capital expenses that are financed in which financing payments  
19 extend beyond the year in question, a park owner must include  
20 in all leases the schedule of payments and the date and amount  
21 that rents shall be reduced if the financing is paid off. That  
22 amount must equal 12 months' payments divided by the number of  
23 occupied home sites. If the park owner pays off the financing  
24 early, the park owner must immediately reduce the rent by the  
25 specified amount.

26 Within 90 days after the end of the year of a justified

1 rent increase above the greater of 3% or the consumer price  
2 index-u increase and the following year, the park owner must  
3 reconcile actual expenses, excluding any profits, dividends,  
4 or fees paid to related entities, with actual revenue and  
5 return any excess revenue to residents in a rebate and adjust  
6 rents to reflect what an accurate projection requires. The  
7 park owner must provide a written justification of any rebate  
8 and rent adjustment or lack thereof. The written justification  
9 must include a copy of the justification of the rent increase  
10 and the following language:

11 "I certify that after reconciling the actual expenses,  
12 excluding any profits, dividends or fees paid to related  
13 entities, and actual revenues compared to those projected in  
14 the attached justification of the previous rent increase, any  
15 revenue in excess of actual expenses is being returned to  
16 residents in a rebate, and rents are being adjusted to reflect  
17 what an accurate projection would have required.

18 (1) You are due a rebate of \$.... that may be credited  
19 toward future rent or paid to you at your preference.  
20 Instructions on how to inform us of your preference are  
21 included here.

22 (2) Your rent has been adjusted from \$.... to \$.... as  
23 required by law.

24 Under penalty of perjury, as owner or managing agent, I  
25 attest that I have accurately stated the basis for the rent  
26 increase in this signed certification."

1       The park owner must maintain clear, detailed, and dated  
2 records of all calculations and supporting documentation for  
3 projected expenses, projected revenue, property tax increases,  
4 utility cost increases, major capital improvement costs,  
5 actual expenses, actual revenue, rebates, and rent  
6 adjustments.

7       Any park owner violating this Section commits an unlawful  
8 practice under the Consumer Fraud and Deceptive Business  
9 Practices Act and, in addition, is liable in a civil action for  
10 treble damages or \$500 per household affected, whichever is  
11 greater, plus reasonable attorney's fees.

12       The park owner shall not charge or impose upon a tenant any  
13 fee or increase in rent which reflects the cost to the park  
14 owner of any fine, forfeiture, penalty, money damages, or fee  
15 assessed or awarded by a court of law against the park owner,  
16 including any attorney's fees and costs incurred by the park  
17 owner in connection therewith unless the fine, forfeiture,  
18 penalty, money damages, or fee was incurred as a result of the  
19 tenant's actions.

20       The park owner shall not charge or impose a pet fee upon a  
21 resident that owns the home, unless a service related to the  
22 pet is offered by the park owner and accepted by the resident.  
23 A tenant of a home owned by the park owner may be subject to  
24 the imposition of a pet fee as agreed to in the lease.

25       (Source: P.A. 102-737, eff. 1-1-23.)

1           Section 10. The Consumer Fraud and Deceptive Business  
2 Practices Act is amended by adding Section 2MMMM as follows:

3           (815 ILCS 505/2MMMM new)

4           Sec. 2MMMM. Mobile home fees and rents. It is an unlawful  
5 practice for a mobile home park owner or managing agent to  
6 knowingly violate the provisions of Section 9 of the Mobile  
7 Home Landlord and Tenant Rights Act in imposing a rent  
8 increase on tenants or knowingly fail to provide accurate  
9 calculations in any effort to increase rent or fail or refuse  
10 to rebate rent as required."