



Rep. Abdelnasser Rashid

**Filed: 4/8/2026**

10400HB3526ham003

LRB104 11121 JRC 36287 a

1 AMENDMENT TO HOUSE BILL 3526

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

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

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

8 (765 ILCS 745/9) (from Ch. 80, par. 209)

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

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

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

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

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

25           If a park owner wishes to impose a rent increase more than  
26 the greater of 3% or the consumer price index-u increase, the

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

9 "I certify that:

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

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

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

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

1 equals projected expenses;

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

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

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

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

25 Within 90 days after the end of the year of a justified  
26 rent increase above the greater of 3% or the consumer price

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

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

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

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

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

26 The park owner must maintain clear, detailed, and dated

1 records of all calculations and supporting documentation for  
2 projected expenses, projected revenue, property tax increases,  
3 utility cost increases, major capital improvement costs,  
4 actual expenses, actual revenue, rebates, and rent  
5 adjustments.

6 Any park owner violating this Section is liable in a civil  
7 action for treble damages or \$500 per household affected,  
8 whichever is greater, plus reasonable attorney's fees.

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

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

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