



Sen. Debbie DeFrancesco Halvorson

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09500SB0688sam001

LRB095 09138 WGH 34320 a

1 AMENDMENT TO SENATE BILL 688

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 688 by replacing  
3 everything after the enacting clause with the following:

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

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

7 Sec. 6. In addition to the application fees provided for  
8 herein, the licensee shall pay to the Department on or before  
9 March 31 of each year, an annual license fee which shall be  
10 \$100 plus \$4 ~~\$3~~ for each mobile home space in the park. Annual  
11 license fees submitted after April 30 shall be subject to a \$50  
12 late fee. The licensee shall also complete and return a license  
13 renewal application by March 31 of each year.

14 The licensee shall pay to the Department within 30 days of  
15 receipt of notification from the Department \$6 for each  
16 additional mobile home site added to his park under authority

1 of a written permit to alter the park as provided in Section  
2 4.2 of this Act, payment for the additional mobile home sites  
3 to be made and an amended license therefor obtained before any  
4 mobile homes are accommodated on the additional mobile home  
5 spaces. The Department shall issue an amended license to cover  
6 such additional mobile home sites, when they are to be occupied  
7 before the end of the license year, for which an annual license  
8 has been previously issued.

9 Subsequent to the effective date of this Act, an applicant  
10 for an original license to operate a new park constructed under  
11 a permit issued by the Department shall only be required to pay  
12 1/4 of the annual fee if such park begins operation after the  
13 31st day of January and before the 1st day of May of such  
14 licensing year; or 1/2 of the annual fee if such park begins  
15 operation after the 31st day of October and before the 1st day  
16 of February of such licensing year or 3/4 of the annual fee if  
17 such park begins operation after the 31st day of July and  
18 before the 1st day of November of such licensing year; but  
19 shall be required to pay the entire annual fee if such park  
20 begins operation after the 30th day of April and before the 1st  
21 day of August of such licensing year.

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

25 The Department shall deposit all funds received under this  
26 Act into the Facility Licensing Fund. Subject to appropriation,

1 moneys in the Fund shall be used for the enforcement of this  
2 Act in the State Treasury.

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

4 (210 ILCS 115/19) (from Ch. 111 1/2, par. 729)

5 Sec. 19. Violations; penalties.

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

15 (b) The Department may also impose an administrative  
16 monetary penalty against a person who operates a mobile home  
17 park in violation of this Act or the rules adopted under the  
18 authority of this Act. The Department shall establish the  
19 amount of the penalties by rule. The Department must provide  
20 the person with written notification of the alleged violation  
21 and allow a minimum of 30 days for correction of the alleged  
22 violation before imposing an administrative monetary penalty,  
23 unless the alleged violation involves life safety in which case  
24 the Department shall allow a minimum of 10 days for correction  
25 of the alleged life safety violation before imposing an

1 administrative monetary penalty. The Department shall adopt  
2 rules defining violations that involve life safety.

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

6 (1) Written notice of the person's right to request an  
7 administrative hearing on the question of the alleged  
8 violation.

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

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

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

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

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

25 Section 10. The Mobile Home Landlord and Tenant Rights Act

1 is amended by changing Sections 6, 6.5, 8, and 9 and by adding  
2 Sections 6.3, 6.4, 8.5, and 9.5 as follows:

3 (765 ILCS 745/6) (from Ch. 80, par. 206)

4 Sec. 6. Obligation of Park Owner to Offer Written Lease.

5 Except as provided in this Act, no ~~No~~ person shall offer a  
6 mobile home or lot for rent or sale in a mobile home park  
7 without having first exhibited to the prospective tenant or  
8 purchaser a copy of the lease applicable to the respective  
9 mobile home park, unless the prospective tenant waives this  
10 right in writing.

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

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

24 (c) The park owner shall notify his tenants in writing not  
25 later than 30 days after the effective date of this Act, that a

1 written lease shall be available to the tenant and that such  
2 lease is being offered in compliance with and will conform to  
3 the requirements of this Act.

4 (d) The park owner shall give 90 days' notice of any rent  
5 increase and no rent increase shall go into effect until 90  
6 days after the notice. Upon receipt of the notice of the rent  
7 increase, a tenant shall have 30 days in which to accept or  
8 reject the rent increase. If the tenant rejects the rent  
9 increase, the tenant must notify the park owner of the date on  
10 which the tenant will vacate the premises, which shall be a  
11 date before the effective date of the rent increase.

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

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

25 (g) A prospective tenant who executes a lease pursuant to  
26 this Section may cancel the lease by notifying the park owner

1 in writing within 3 business days after the prospective  
2 tenant's execution of the lease, unless the prospective tenant  
3 waives in writing this right to cancel the lease or waives this  
4 right by taking possession of the mobile home or the lot. The  
5 park owner shall return any security deposit or rent paid by  
6 the prospective tenant within 10 days after receiving the  
7 written cancellation.

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

12 (i) A tenant in possession of a mobile home or lot who is  
13 not subject to a current lease on the effective date of this  
14 amendatory Act of the 95th General Assembly shall be offered a  
15 lease by the park owner within 90 days after the effective date  
16 of this amendatory Act of the 95th General Assembly. Tenants in  
17 possession on the effective date of this amendatory Act of the  
18 95th General Assembly shall have 30 days after receipt of the  
19 offer for a written lease within which to accept or reject the  
20 offer, during which period the rent may not be increased or any  
21 other terms and conditions changed, except as permitted under  
22 this Act; provided that if the tenant has not so elected he or  
23 she shall vacate within the 30-day period.

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

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

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

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

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

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



1 (765 ILCS 745/6.4 new)

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

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

13 (2) The tenant or co-tenants attest, by sworn  
14 affidavit, that the proposed new lease amount will exceed  
15 45% of the tenant's or co-tenants' current taxable and  
16 non-taxable income, from whatever source derived; and

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

21 If the tenant or co-tenants meet the above requirements,  
22 the tenant or co-tenants may continue to reside in the mobile  
23 home for a period of up to 12 months or the date on which the  
24 tenant or co-tenants sell the mobile home to a new tenant  
25 approved by the park owner, whichever date is earlier. The  
26 tenant or co-tenants must remain current on all rent payments

1 at the rental amount due before the notice of the rent  
2 increase. The tenant or co-tenants shall be required to pay,  
3 upon sale of the home, the deferred rent portion which  
4 represents the difference between the actual monthly rental  
5 amount paid starting from the effective date of the rent  
6 increase and the monthly amount due per the rent increase  
7 notice without any additional interest or penalty charges.

8 (765 ILCS 745/6.5)

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

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

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

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

18 (4) information regarding late payments;

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

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

24 (7) information on a 3-year rent increase projection  
25 which includes the 2 years of the lease and the year

1       immediately following. The basis for such rent increases  
2       may be a fixed amount, a "not to exceed" amount, a formula,  
3       an applicable index, or a combination of these  
4       methodologies as elected by the park owner. These increases  
5       may be in addition to all the non-controllable expenses  
6       including, but not limited to, property taxes, government  
7       assessments, utilities, and insurance.

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

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

13           (765 ILCS 745/8) (from Ch. 80, par. 208)

14           Sec. 8. Renewal of Lease.

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

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

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

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

3           (4) the park owner seeks to change the terms of the  
4 agreement pursuant to subsection (b) in which case the  
5 procedures set forth in subsection (b) shall apply, unless  
6 the only change is in the amount of rent, in which case it  
7 is sufficient if the park owner provides a letter notice to  
8 the tenant stating the changed rent amount; any notice of a  
9 change in the amount of rent shall advise the tenant that  
10 the tenant will be given a copy of the lease, upon request,  
11 at no charge and that no other changes in the lease are  
12 allowed.

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

26           (c) All notices required under this Section shall be by

1 first class ~~certified~~ mail or personal service. ~~Certified mail~~  
2 ~~shall be deemed to be effective upon the date of mailing.~~

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

4 (765 ILCS 745/8.5 new)

5 Sec. 8.5. Park Closure. If a park owner elects to cease the  
6 operation of either all or a portion of the mobile home park,  
7 the tenants shall be entitled to at least 12 months' notice of  
8 such ceasing of operations. If 12 months or more remain on the  
9 existing lease at the time of notice, the tenant is entitled to  
10 the balance of the term of his or her lease up to the date of  
11 the closing. If less than 12 months remain in the term of his  
12 or her lease, the tenant is entitled to the balance of his or  
13 her lease plus a written month-to-month tenancy and rent must  
14 remain at the expiring lease rate to provide him or her with a  
15 full 12 months' notice.

16 (765 ILCS 745/9) (from Ch. 80, par. 209)

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

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

24 The park owner shall not charge a transfer or selling fee

1 as a condition of sale of a mobile home that is going to remain  
2 within the park unless a service is rendered.

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

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

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

15 (765 ILCS 745/9.5 new)

16 Sec. 9.5. Abandoned or Repossessed Properties. In the event  
17 of the sale of abandoned or repossessed property, the park  
18 owner shall, after payment of all outstanding rent, fees,  
19 costs, and expenses to the community, pay any remaining balance  
20 to the title holder of the abandoned or repossessed property.  
21 If the tenant cannot be found through a diligent inquiry after  
22 90 days, then the funds shall be forfeited. As used in this  
23 Section, "diligent inquiry" means sending a notice by certified  
24 mail to the last known address.

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

3           Section 99. Effective date. This Act takes effect January  
4           1, 2008."