



## 95TH GENERAL ASSEMBLY

### State of Illinois

2007 and 2008

SB2146

Introduced 2/14/2008, by Sen. Debbie DeFrancesco Halvorson

#### SYNOPSIS AS INTRODUCED:

765 ILCS 745/10.5 new  
765 ILCS 745/10.6 new  
765 ILCS 745/10.7 new  
765 ILCS 745/11

from Ch. 80, par. 211

Amends the Mobile Home Landlord and Tenant Rights Act. Contains legislative findings. Provides that no mobile home park owner shall finally accept any offer for the sale, lease, or transfer of a mobile home park without first giving 60 days' notice to each tenant and to the Illinois Housing Development Authority. Provides that, during the notice period, the park owner shall consider any offer received from the tenants or a tenants' association and negotiate in good faith with the tenants concerning a potential purchase or lease. Contains provisions regarding: offers to purchase or lease the mobile home park; notice contents and requirements; furnishing a tenant's representative, upon request, with a copy of a written offer and other documents; exceptions to the notice requirements; required contents of leases; and other matters. Contains severability provisions.

LRB095 19287 AJ0 45575 b

1 AN ACT concerning civil law.

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

4 Section 5. The Mobile Home Landlord and Tenant Rights Act  
5 is amended by changing Section 11 and by adding Sections 10.5,  
6 10.6, and 10.7 as follows:

7 (765 ILCS 745/10.5 new)

8 Sec. 10.5. Legislative findings regarding mobile home park  
9 closures and tenant ownership of mobile home parks. The General  
10 Assembly finds that:

11 (a) Mobile home parks provide a significant source of  
12 homeownership opportunities for Illinois residents. However,  
13 the increasing closure and conversion of mobile home parks to  
14 other uses, combined with increasing mobile home lot rents, low  
15 vacancy rates in existing mobile home parks, and the extremely  
16 high cost of moving homes when mobile home parks close,  
17 increasingly make mobile home park living insecure for mobile  
18 home homeowner tenants.

19 (b) Many tenants who reside in mobile home parks are  
20 low-income households and seniors and are, therefore, those  
21 tenants most in need of reasonable security in the siting of  
22 their mobile homes because of the adverse impacts on the  
23 health, safety, and welfare of tenants forced to move due to

1 closure, change of use, or discontinuance of mobile home parks.

2 (c) The preservation of mobile home parks:

3 (1) is a more economical alternative than providing new  
4 replacement units for homeowner tenants who are displaced  
5 from closing mobile home parks;

6 (2) is a strategy by which all local jurisdictions may  
7 meet the affordable housing needs of their residents; and

8 (3) should be a goal of all local governments.

9 (d) The loss of mobile home parks should not result in a  
10 net loss of affordable housing, thus compromising a local  
11 jurisdiction's ability to meet the affordable housing needs of  
12 its residents.

13 (e) The closure of mobile home parks has serious  
14 environmental, safety, and financial impacts including:

15 (1) mobile homes that cannot be moved to other  
16 locations add to Illinois' landfills;

17 (2) homes that are abandoned may attract crime; and

18 (3) vacant homes not to be re-occupied need to be  
19 tested for asbestos and lead and these toxic materials need  
20 to be removed prior to demolition.

21 (f) Mobile home park residents who own the real estate as  
22 well as their homes are able to exercise self-governance and  
23 experience fewer societal conflicts, resulting in a lesser  
24 usage of police resources.

1       Sec. 10.6. Notice required before sale.

2       (a) No mobile home park owner shall make a final  
3 unconditional acceptance of any offer for the sale, lease, or  
4 transfer of a mobile home park, or any portion of a park (other  
5 than a lease of a lot to a tenant) without first giving 60  
6 days' notice to each tenant and to the Illinois Housing  
7 Development Authority, containing the following information:

8           (1) that the owner intends to sell, lease, or transfer  
9 the mobile home park;

10          (2) the price, terms, and conditions of an acceptable  
11 offer the park owner has received to sell the park or the  
12 price, terms, and conditions for which the park owner  
13 intends to sell the park, and a statement that the park  
14 owner will, upon request of a representative of the  
15 tenants, provide a copy of the signed written offer the  
16 park owner has received; and

17          (3) a statement that the owner will consider an offer  
18 received from the tenants or a tenants' association within  
19 60 days from the date of the notice, and in such case will  
20 negotiate with the tenants in good faith.

21       (b) During the notice period required under subsection (a),  
22 the mobile home park owner shall consider any offer received  
23 from the tenants or a tenants' association, if any, and the  
24 owner shall negotiate in good faith with the tenants concerning  
25 a potential purchase or lease. If, during the notice period,  
26 the tenants decide to make an offer to purchase or lease the

1 mobile home park, such offer shall be evidenced by a purchase  
2 and sale agreement, or a comparable agreement; however, the  
3 tenants shall have a reasonable time beyond the 60-day period,  
4 if necessary, to obtain financing for the purchase or lease.

5 (c) The notice required by subsection (a) shall be served  
6 by certified mail, return receipt requested, to each tenant at  
7 such tenant's abode and to the Illinois Housing Development  
8 Authority at its main office. A receipt from the United States  
9 Postal Service that is signed by any adult member of the  
10 household to which it was mailed, or a notation on the letter  
11 that the letter was refused by any adult member of the tenant  
12 household, or that the addressee no longer resides there, or  
13 that the letter was returned to the post office unclaimed,  
14 shall constitute a conclusive presumption that service was made  
15 in any court action in this State. A receipt from the United  
16 States Postal Service that is signed by an employee of the  
17 Illinois Housing Development Authority shall constitute a  
18 conclusive presumption that service was made on the authority  
19 in any court action in this State.

20 (d) The park owner shall, upon the request of a  
21 representative of the tenants, provide a copy of the signed  
22 written offer the park owner has received and any other  
23 documentation that is customarily provided to potential  
24 commercial buyers.

1       Sec. 10.7. Exceptions. Notwithstanding the provisions of  
2       Section 10.6, the owner of a mobile home park shall not be  
3       required to give notice to the tenants if:

4               (1) the park is being sold at a foreclosure sale;

5               (2) the sale, lease, or transfer is to a family member  
6       of the owner or to a trust, the beneficiaries of which are  
7       family members of the owner;

8               (3) the sale, lease, or transfer is by a partnership to  
9       one or more of its partners;

10              (4) the conveyance of an interest in the park is  
11       incidental to the financing of such park;

12              (5) the sale, lease, or transfer is between joint  
13       tenants or tenants in common; or

14              (6) the sale is pursuant to eminent domain.

15              (765 ILCS 745/11) (from Ch. 80, par. 211)

16              Sec. 11. Provisions of mobile home park leases. Any lease  
17       hereafter executed or currently existing between an owner and  
18       tenant in a mobile home park in this State shall also contain,  
19       or shall be made to contain, the following covenants binding  
20       the owner at all times during the term of the lease to:

21              (a) identify to each tenant prior to his occupancy the  
22       lot area for which he will be responsible;

23              (b) keep all exterior property areas not in the  
24       possession of a tenant, but part of the mobile home park  
25       property, free from the species of weeds and plant growth

1           which are generally noxious or detrimental to the health of  
2           the tenants;

3           (c) maintain all electrical, plumbing, gas or other  
4           utilities provided by him in good working condition with  
5           the exception of emergencies after which repairs must be  
6           completed within a reasonable period of time;

7           (d) maintain all subsurface water and sewage lines and  
8           connections in good working order;

9           (e) respect the privacy of the tenants and if only the  
10          lot is rented, agree not to enter the mobile home without  
11          the permission of the mobile home owner, and if the mobile  
12          home is the property of the park owner, to enter only after  
13          due notice to the tenant, provided, the park owner or his  
14          representative may enter without notice in emergencies;

15          (f) maintain all roads within the mobile home park in  
16          good condition;

17          (g) include a statement of all services and facilities  
18          which are to be provided by the park owner for the tenant,  
19          e.g. lawn maintenance, snow removal, garbage or solid waste  
20          disposal, recreation building, community hall, swimming  
21          pool, golf course, laundromat, etc.;

22          (h) disclose the full names and addresses of all  
23          individuals in whom all or part of the legal or equitable  
24          title to the mobile home park is vested, or the name and  
25          address of the owners' designated agent;

26          (i) provide a custodian's office and furnish each

1 tenant with the name, address and telephone number of the  
2 custodian and designated office; -

3 (j) provide the tenant at least 60 days' notice before  
4 making a final unconditional acceptance of any offer for  
5 the sale, lease, or transfer of the mobile home park or  
6 portion of the park (other than a lease of a lot to a  
7 tenant and other than the circumstances described in  
8 Section 10.7) which: (i) states that the owner intends to  
9 sell, lease, or transfer the mobile home park; (ii) states  
10 the price, terms, and conditions of an acceptable offer the  
11 park owner has received to sell, lease, or transfer the  
12 park or the price, terms, and conditions for which the park  
13 owner intends to sell, lease, or transfer the park,  
14 including a copy of the signed written offer which sets  
15 forth a description of the property to be purchased,  
16 leased, or transferred and the price, terms, and conditions  
17 of the acceptable offer; and (iii) states that the owner  
18 will consider any offer received from the tenants or a  
19 tenants' association within 60 days from the date of the  
20 notice, and in such case will negotiate with the tenants in  
21 good faith;

22 (k) consider any offer to purchase the park received  
23 from the tenants or a tenants' association and negotiate in  
24 good faith with the tenants concerning a potential  
25 purchase.

26 (Source: P.A. 90-655, eff. 7-30-98.)



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