

Mobile Home Landlord and Tenant Rights Act
(765 ILCS 745)

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(765 ILCS 745/1) (from Ch. 80, par. 201

Section 1. Applicability. This Act shall regulate and determine legal rights, remedies and obligations of the parties to any lease of a mobile home or mobile home lot in a mobile home park containing five or more mobile homes within this State. Any lease, written or oral, shall be unenforceable insofar as any provision thereof conflicts with any provision of this Act.

(Source: P.A. 81-637.)

(765 ILCS 745/2) (from Ch. 80, par. 202)

Section 2. Jurisdiction. Any person whether or not a citizen or resident of this State, who owns, holds an ownership or beneficial interest in, uses, manages or possesses real estate situated in this State, submits himself or his personal representative to the jurisdiction of the courts of this State as to any action proceeding for the enforcement of an obligation arising under this Act. (Source: P.A. 81-637.)

(765 ILCS 745/3) (from Ch. 80, par. 203)

Section 3. Definitions. Unless otherwise expressly defined, all terms in this Act shall be construed to have their ordinarily accepted meanings or such meaning as the context therein requires.

- (a) "Person" means any legal entity, including but not limited to, an individual, firm, partnership, association, trust, joint stock company, corporation or successor of any of the foregoing.
- (b) "Manufactured home" means a factory-assembled, completely integrated structure designed for permanent habitation, with a permanent chassis, and so constructed as to permit its transport, on wheels temporarily or permanently attached to its frame, and is a movable or portable unit that is (i) 8 body feet or more in width, (ii) 40 body feet or more in length, and (iii) 320 or more square feet, constructed to be towed on its own chassis (comprised of frame and wheels) from the place of its construction to the location, or subsequent locations, at which it is connected to utilities for year-round occupancy for use as a permanent habitation, and designed and situated so as to permit its occupancy as a dwelling place for one or more persons, and specifically includes a "manufactured home" as defined in subdivision (53) of Section 9-102 of the Uniform Commercial Code. The term shall include units containing parts that may be folded, collapsed, or telescoped when being towed and that may be expected to provide additional cubic capacity, and that are designed to be joined into one integral unit capable of being separated again into the components for repeated towing. The term excludes campers and recreational vehicles. The words "mobile home" and "manufactured home" are synonymous for the purposes of this Act.
- (c) "Mobile Home Park" or "Park" means a tract of land or 2 contiguous tracts of land that contain sites with the necessary utilities for 5 or more mobile homes or manufactured homes. A mobile home park may be operated either free of charge or for revenue purposes.
- (d) "Park Owner" means the owner of a mobile home park and any person authorized to exercise any aspect of the management of the premises, including any person who directly or indirectly receives rents and has no obligation to deliver the whole of such receipts to another person.

- (e) "Tenant" means any person who occupies a mobile home rental unit for dwelling purposes or a lot on which he parks a mobile home for an agreed upon consideration.
- (f) "Rent" means any money or other consideration given for the right of use, possession and occupancy of property, be it a lot, a mobile home, or both.
- (g) "Master antenna television service" means any and all services provided by or through the facilities of any closed circuit coaxial cable communication system, or any microwave or similar transmission services other than a community antenna television system as defined in Section 11-42-11 of the Illinois Municipal Code.
- (h) "Authority having jurisdiction" means the Illinois Department of Public Health or a unit of local government specifically authorized by statute, rule, or ordinance to enforce this Act or any other statute, rule, or ordinance applicable to the mobile home park or manufactured home community.
- (i) "Managing agent" means any person or entity responsible for the operation, management, or maintenance of a mobile home park or manufactured home community.

(Source: P.A. 98-749, eff. 7-16-14; 98-1062, eff. 1-1-15; 99-78, eff. 7-20-15.)

(765 ILCS 745/4) (from Ch. 80, par. 204)

Section 4. Requisites for Rental or Offer of Mobile Home or Lot for Rental. No person shall rent or offer for rent any mobile home which does not conform to the sanitation, housing and health codes of the State or of the county or municipality in which the mobile home is located. No person shall rent or offer for rent any lot in a mobile home park which does not conform to subdivision ordinances of the county or municipality in which the mobile home park is located.

(Source: P.A. 81-637.)

(765 ILCS 745/4a) (from Ch. 80, par. 204a)

Section 4a. No park owner, after the effective date of this amendatory Act of 1987, may require a tenant to remove an outside conventional television antenna, or require that a tenant subscribe to and pay for master antenna television services rather than use an outside conventional television antenna. This Section shall not prohibit an owner from supplying free master antenna television services provided that the price of such services, is not made a part of the rent of the tenant. This Section also shall not prohibit a park owner from requiring a tenant to remove an outside conventional television antenna if such owner makes available master antenna television services at no charge above the rental stated in such tenant's lease.

(Source: P.A. 86-627.)

(765 ILCS 745/5) (from Ch. 80, par. 205)

Section 5. Exemptions. No mobile home park operated by the State or the Federal Government, or park land owned by either, and no trailer park operated for the use of recreational campers or travel trailers shall be subject to the provisions of this Act.

(Source: P.A. 81-637.)

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

Section 6. Obligation of Park Owner to Offer Written Lease. Except as provided in this Act, 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 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. 95-383, eff. 1-1-08.)

(765 ILCS 745/6.3)

Section 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.

(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/6.4)

Section 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.

(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/6.5)

Section 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 or manufactured home community:

- (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;

- (6) information regarding security deposits, including the right to the return of security deposits and interest as provided in Section 18 of this Act;
- (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;
- (8) the name of the legal entity that owns the manufactured home community or mobile home park, and either:
 - (a) the name, address, and telephone number of the property manager or designated agent for the manufactured home community or mobile home park; or
 - (b) the address and telephone number of the legal entity that owns the manufactured home community or mobile home park, if the manufactured home community or mobile home park does not have a property manager or designated agent; and
- (9) information contained in any inspection notice required to be posted under subsection (b) of Section 6.7 of this Act.

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. Within 20 days after the closing of a purchase and sale of a manufactured home community or mobile home park that results in a change in the owner, the purchaser or the representative of the purchaser must provide written notice to each homeowner of the new owner and either: (i) the name, address, and telephone number of the property manager or designated agent for the manufactured home community or mobile home park; or (ii) the address and telephone number of the legal entity that owns the manufactured home community or mobile home park if the manufactured home community or mobile home park does not have a property manager or designated agent. The written notice may be provided by hand delivery to the resident's home, by United States mail or a recognized courier service, by posting in the office of the custodian of the park or in the clubhouse or other area of the park where park residents gather, or by posting on a community bulletin board.

The changes to this Section by this amendatory Act of the 98th General Assembly apply to disclosures made and changes of ownership that take place on or after January 1, 2015.

(Source: P.A. 98-1062, eff. 1-1-15.)

(765 ILCS 745/6.6)

Section 6.6 Notice of bankruptcy or foreclosure proceedings. If a bankruptcy case is commenced by or against a park owner by the filing of a voluntary or involuntary petition under Title 11 of the United States Code, if a receiver is appointed by a court of competent

jurisdiction in a case filed by or against a park owner, or if a foreclosure proceeding is initiated against the park property by a creditor of the park owner, then:

- (i) the park owner shall provide written notice of the commencement of the bankruptcy or foreclosure to the tenant within 30 days of process having been properly served upon the park owner notifying the park owner of the commencement of the case or proceeding, or, with respect to a voluntary petition filed by the park owner under Title 11 of the United States Code, within 30 days of the park owner's filing of the petition; and
- (ii) the receiver shall notify all tenants of the park of its appointment in accordance with the provisions of subsection (f) of Section 15-1704 of the Code of Civil Procedure. The park owner shall cause the written notice from the park owner required by subclause (i) of the immediately preceding sentence to be served by delivering a copy to the known occupant or by leaving the notice with some person of the age of 13 years or upwards who is residing on or in the leased premises or who is in possession of the leased premises or by sending a copy of the notice to the known occupant by first-class mail addressed to the occupant by the name known to the park owner.

(Source: P.A. 98-1062, eff. 1-1-15.)

(765 ILCS 745/6.7)

Section 6.7.

Violations; inspection reports; postings; penalty.

- (a) Any nonconformance with a statute, rule, or ordinance applicable to the mobile home park or manufactured home community constitutes a violation. The authority having jurisdiction shall identify violations in an inspection report. The inspection report shall be served upon the park owner or managing agent in person or by certified United States mail, return receipt requested, postage prepaid.
- (b) The park owner or its managing agent shall post in a conspicuous place any inspection report received from the authority having jurisdiction regarding health and life safety violations as defined in rules promulgated by the Illinois Department of Public Health. The inspection report shall be posted beginning the business day after the date by which the violation or violations must be corrected as set forth in the inspection report issued by the authority having jurisdiction. The posting may be removed only when:
 - (1) the authority having jurisdiction has issued written authorization to remove the posting; or
 - (2) the park owner or its managing agent has corrected the violation or violations, served notice to the authority having jurisdiction that the violation or violations have been corrected by submitting such documentation or affidavit as may be necessary to

substantiate the correction by certified United States mail, return receipt requested, postage prepaid, and no less than 15 days have expired from the mailing date of the notice to the authority having jurisdiction.

- (c) Nothing in this Act may be construed to diminish, impair, or otherwise affect the authority of the authority having jurisdiction to charge violations under the Mobile Home Park Act or any other statute, rule, or ordinance applicable to the mobile home park or manufactured home community.
- (d) Failure to comply with the requirements of this Section subjects the park owner or managing agent to a \$250 penalty. The penalty shall be payable to the authority having jurisdiction which issued the inspection report citing violations.
- (e) For purposes of enforcement of this Section by the Illinois Department of Public Health, the Illinois Administrative Procedure Act is hereby expressly adopted. The Illinois Department of Public Health has the authority to promulgate rules to enforce this Section.
- (f) For purposes of enforcement of this Section by any authority having jurisdiction other than the Illinois Department of Public Health, the authority having jurisdiction has the authority to adopt ordinances to enforce this Section.

(Source: P.A. 98-1062, eff. 1-1-15.)

(765 ILCS 745/7) (from Ch. 80, par. 207)

Section 7. Effect of Unsigned Lease. If the tenant shall fail to sign a written lease which has been signed and tendered to him by the owner and shall further provide the owner with a rejection in writing of such offer, the tenant's continuation of possession and payment of rent without reservation shall constitute an acceptance of the lease with the same effect as if it had been signed by the tenant.

(Source: P.A. 81-637.)

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

Section 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) 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) 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) 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.
- (c) All notices required under this Section shall be by first class mail or personal service.

(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/8.5) (from Ch. 80, par. 208)

Section 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.

(Source: P.A. 95-383, eff. 1-1-08.)

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

Section 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 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. 95-383, eff. 1-1-08.)

(765 ILCS 745/9.5)

Section 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.

(Source: P.A. 95-383, eff. 1-1-08.)

(765 ILCS 745/10) (from Ch. 80, par. 210)

Section 10. Waiver of Provisions. Any provision of a lease whereby any provisions of this Act are waived is declared void.

(Source: P.A. 81-637.)

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

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

- (a) identify to each tenant prior to his occupancy the lot area for which he will be responsible;
- (b) keep all exterior property areas not in the possession of a tenant, but part of the mobile home park property, free from the species of weeds and plant growth which are generally noxious or detrimental to the health of the tenants;
- (c) maintain all electrical, plumbing, gas or other utilities provided by him in good working condition with the exception of emergencies after which repairs must be completed within a reasonable period of time;
- (d) maintain all subsurface water and sewage lines and connections in good working order;
- (e) respect the privacy of the tenants and if only the lot is rented, agree not to enter the mobile home without the permission of the mobile home owner, and if the mobile home is the property of the park owner, to enter only after due notice to the tenant, provided, the park owner or his representative may enter without notice in emergencies;
- (f) maintain all roads within the mobile home park in good condition;

- (g) include a statement of all services and facilities which are to be provided by the park owner for the tenant, e.g. lawn maintenance, snow removal, garbage or solid waste disposal, recreation building, community hall, swimming pool, golf course, Laundromat, etc.;
- (h) disclose the full names and addresses of all individuals in whom all or part of the legal or equitable title to the mobile home park is vested, or the name and address of the owners' designated agent;
- (i) provide a custodian's office and furnish each tenant with the name, address and telephone number of the custodian and designated office.

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

(765 ILCS 745/12) (from Ch. 80, par. 212)

Section 12.

Lease prohibitions. No lease hereafter executed or currently existing between a park owner and tenant in a mobile home park or manufactured home community in this State shall contain any provision:

- (a) Permitting the park owner to charge a penalty fee for late payment of rent without allowing a tenant a minimum of 5 days beyond the date the rent is due in which to remit such payment;
- (b) Permitting the park owner to charge an amount in excess of one month's rent as a security deposit;
- (c) Requiring the tenant to pay any fees not specified in the lease;
- (d) Permitting the park owner to transfer, or move, a mobile home to a different lot, including a different lot in the same mobile home park or manufactured home community, during the term of the lease;
- (e) Waiving the homeowner's right to a trial by jury.

If one provision of a lease is invalid, that does not affect the validity of the remaining provisions of the lease.

(Source: P.A. 98-1062, eff. 1-1-15.)

(765 ILCS 745/12a) (from Ch. 80, par. 212a)

Section 12a. No lease hereafter executed between a mobile home park owner and a tenant in such a park in this State shall contain any provision requiring the tenant to purchase a mobile home from the park owner, or requiring that if the tenant purchases any mobile home during the lease term that such mobile home must be purchased from the park owner, and no such requirement shall be made as a condition precedent to entering into a lease agreement with any such tenant.

(Source: P.A. 85-1214.)

(765 ILCS 745/13) (from Ch. 80, par. 213)

Section 13. Tenant's Duties. The tenant shall agree at all times during the tenancy to:

- (a) Keep the mobile home unit, if he rents such, or the exterior premises if he rents a lot, in a clean and sanitary condition, free of garbage and rubbish;
- (b) Refrain from the storage of any inoperable motor vehicle;
- (c) Refrain from washing all vehicles except at an area designated by park management;
- (d) Refrain from performing any major repairs of motor vehicles at any time;
- (e) Refrain from the storage of any icebox, stove, building material, furniture or similar items on the exterior premises;
- (f) Keep the supplied basic facilities, including plumbing fixtures, cooking and refrigeration equipment and electrical fixtures in a leased mobile home unit in a clean and sanitary condition and be responsible for the exercise of reasonable care in their proper use and operation;
- (g) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- (h) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not affect or disturb his neighbors' peaceful enjoyment of the premises;
- (i) Abide by all the rules or regulations concerning the use, occupation and maintenance of the premises; and
- (j) Abide by any reasonable rules for guest parking which are clearly stated.

(Source: P.A. 97-813, eff. 7-13-12.)

(765 ILCS 745/14) (from Ch. 80, par. 214)

Section 14. Rules and regulations of park. Rules and regulations promulgated and adopted by the park owner are enforceable against a tenant only if:

- (a) A copy of all rules and regulations was delivered by the park owner to the tenant prior to his signing the lease;
- (b) The purpose of such rules and regulations is to promote the convenience, safety and welfare of the tenants, preserve park property from damage or to fairly distribute park services and facilities to the tenants;
- (c) They are reasonably related to the purpose for which adopted;

- (d) They apply to all tenants in a fair manner;
- (e) They are sufficiently explicit in prohibition, direction or limitation of the tenant's conduct to fairly inform him of what he must or must not do to comply; and
- (f) They are not for the purpose of evading the obligation of the park owner.

A rule or regulation adopted during the term of a lease is enforceable against the tenant only if 30 days written notice of its adoption is given the tenant and such rule or regulation is not in violation of the terms and conditions of the lease.

(Source: P.A. 81-637.)

(765 ILCS 745/14-1) (from Ch. 80, par. 214-1)

Section 14-1. The Department of Public Health shall produce and distribute a pamphlet setting forth clearly, and in detail, the tenant's and park operator's rights and obligations under this Act. The pamphlet shall be produced within 90 days of the effective date of this amendatory Act of 1992.

Each park owner shall make these pamphlets available to all current tenants within 60 days after receiving the pamphlets. This requirement may be satisfied by distributing or mailing the pamphlets to each tenant. All new tenants shall be offered a pamphlet at or before the time at which they are offered a written lease.

A violation of the provisions of this Section shall not render any lease void or voidable nor shall it constitute:

- (1) A defense to any action or proceeding to enforce the lease.
- (2) A defense to any action or proceeding for breach of the lease.

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

(765 ILCS 745/14.2)

Section 14.2. Relocation plan. The Department of Public Health shall facilitate the development of a plan to address the relocation efforts of manufactured home or mobile home owners who are compelled to relocate due to (i) the sale of the manufactured home community or mobile home park in which they live to a person or entity which will use the property for a use other than as a manufactured home community or mobile home park or (ii) the closure of or the cessation of the operation of the manufactured home community or mobile home park in which they live. The plan shall be developed in cooperation with members of the General Assembly, manufactured home owners, mobile home owners, manufactured home community owners, mobile home park owners, and the respective statewide organizations that represent manufactured home owners, mobile home owners, manufactured home community owners, or mobile home park owners. Both the Illinois Department of Public Health and the Illinois Housing Development Authority will participate in this collaborative effort by providing office space for meetings and information on matters that arise in which the agencies have expertise, such as issues relating to public health and options for affordable housing, respectively. The plan shall include provisions for the special counseling of manufactured home or mobile home owners displaced from the manufactured home community or mobile home park in which they

live; the relocation or shelter needs of displaced manufactured home or mobile home owners; and the creation of a Manufactured Housing Relocation Fund. The plan may include proposed legislation. No later than October 1, 2011, the plan and any proposed legislation shall be submitted to the President of the Senate, the Senate Minority Leader, the Speaker of the House of Representatives, and the House Minority Leader.

(Source: P.A. 97-536, eff. 8-23-11.)

(765 ILCS 745/15) (from Ch. 80, par. 215)

Section 15. Statutory grounds for eviction. A park owner may terminate the lease and evict a tenant for any one or more of the following acts:

- (a) Non-payment of rent due;
- (b) Failure to comply with the park rules;
- (c) Failure to comply with local ordinances and State laws regulating mobile homes.

(Source: P.A. 81-637.)

(765 ILCS 745/16) (from Ch. 80, par. 216)

Section 16.

Improper grounds for eviction. The following conduct by a tenant shall not constitute grounds for eviction or termination of the lease, nor shall an eviction order be entered against a tenant:

- (a) As a reprisal for the tenant's effort to secure or enforce any rights under the lease or the laws of the State of Illinois, or its governmental subdivisions of the United States;
- (b) As a reprisal for the tenant's good faith complaint to a governmental authority of the park owner's alleged violation of any health or safety law, regulation, code or ordinance, or State law or regulation which has as its objective the regulation of premises used for dwelling purposes;
- (c) As a reprisal for the tenant's being an organizer or member of, or involved in any activities relative to a home owners association.

(Source: P.A. 100-173, eff. 1-1-18.)

(765 ILCS 745/17) (from Ch. 80, par. 217)

Section 17. Notice required by Law. The following notice shall be printed verbatim in a clear and conspicuous manner in each lease or rental agreement of a mobile home or lot:

"IMPORTANT NOTICE REQUIRED BY LAW:

The rules set forth below govern the terms of your lease of occupancy arrangement with this mobile home park. The law requires all of these rules and regulations to be fair and reasonable, and if not, such rules and regulations cannot be enforced against you. You may continue to reside in the park as long as you pay your rent and abide by the rules and regulations of the park. You may only be evicted for non-payment of rent, violation

of laws, or for violation of the rules and regulations of the park and the terms of the lease. If this park requires you to deal exclusively with a certain fuel dealer or other merchant for goods or service in connection with the use or occupancy of your mobile home or on your mobile home lot, the price you pay for such goods or services may not be more than the prevailing price in this locality for similar goods and services. You may not be evicted for reporting any violations of law or health and building codes to boards of health, building commissioners, the department of the Attorney General or any other appropriate government agency."

(Source: P.A. 81-637.)

(765 ILCS 745/18) (from Ch. 80, par. 218)

Section 18.

Security deposit; Interest.

- (a) If the lease requires the tenant to provide any deposit with the park owner for the term of the lease, or any part thereof, said deposit shall be considered a Security Deposit. Security Deposits shall be returned in full to the tenant, provided that the tenant has paid all rent due in full for the term of the lease and has caused no actual damage to the premises.

The park owner shall furnish the tenant, within 15 days after termination or expiration of the lease, an itemized list of the damages incurred upon the premises and the estimated cost for the repair of each item. The tenant's failure to object to the itemized list within 15 days shall constitute an agreement upon the amount of damages specified therein. The park owner's failure to furnish such itemized list of damages shall constitute an agreement that no damages have been incurred upon the premises and the entire security deposit shall become immediately due and owing to the tenant.

The tenant's failure to furnish the park owner a forwarding address shall excuse the park owner from furnishing the list required by this Section.

- (b) A park owner of any park regularly containing 25 or more mobile homes shall pay interest to the tenant, on any deposit held by the park owner, computed from the date of the deposit at a rate equal to the interest paid by the largest commercial bank, as measured by total assets, having its main banking premises in this State on minimum deposit passbook savings accounts as of December 31 of the preceding year on any such deposit held by the park owner for more than 6 months. However, in the event that any portion of the amount deposited is utilized during the period for which it is deposited in order to compensate the owner for non-payment of rent or to make a good faith reimbursement to the owner for damage caused by the tenant, the principal on which the interest accrues may be recomputed to reflect the reduction for the period commencing on the first day of the calendar month following the reduction.

The park owner shall, within 30 days after the end of each 12-month period, pay to the tenant any interest owed under this Section in cash, provided, however, that the amount owed may be applied to rent due if the owner and tenant agree thereto.

A park owner who willfully fails or refuses to pay the interest required by this Act shall, upon a finding by a circuit court that he willfully failed or refused to pay, be liable for an amount equal to the amount of the security deposit, together with court costs and a reasonable attorney's fee.

- (c) A park owner, as landlord, shall hold in trust all security deposits received from a tenant in one or more banks, savings banks, or credit unions, the accounts of which are insured by the Federal Deposit Insurance Corporation, the National Credit Union Administration Share Insurance Fund, or other applicable entity under law. A security deposit and the interest due under subsection (b) of this Section is the property of the tenant until the deposit is returned to the tenant or used to compensate, or applied to the tenant's obligations to, the park owner, as landlord, in accordance with the lease or applicable State and local law. The security deposit shall not be commingled with the assets of the park owner, and shall not be subject to the claims of any creditor of the park owner or any party claiming an interest in the deposit through the park owner, including a foreclosing mortgagee or trustee in bankruptcy; provided that this subsection does not prevent a foreclosing mortgagee, receiver, or trustee from taking over control of the applicable bank account holding the security deposits, which may include moving the security deposits to another bank account meeting the requirements of this Section, provided that the mortgagee, receiver, or trustee:
- (1) shall continue to hold the security deposits in trust as provided in, and subject to, the provisions of this Section; and
 - (2) is entitled to use a security deposit to compensate, and apply a security deposit to discharge the obligations of the tenant to, the park owner as permitted by the lease or applicable State and local law.

(Source: P.A. 98-1062, eff. 1-1-15.)

(765 ILCS 745/19) (from Ch. 80, par. 219)
Section 19. Purchase of Goods and Services.

- (a) No park owner shall restrict a tenant in his choice of a seller of fuel, furnishings, accessories or goods or services connected with a mobile home unless such restriction is necessary to protect the health or safety of the park residents. The park owner may determine by rule or regulation the style or quality of exterior equipment to be purchased by the tenant from a vendor of the tenant's choosing. Provided that no park owner shall be required to permit service vehicles in the park in such numbers and with such frequency that a danger is created for pedestrian traffic in the park.
- (b) No park owner shall require as a condition of tenancy or continued tenancy for a tenant to purchase fuel oil or bottled gas from any particular fuel oil or bottled gas dealer or distributor. Provided that this Section shall not apply to a park

owner who provides a centralized distribution system for fuel oil or bottled gas, or both, for residents therein. No park owner providing a centralized distribution system shall charge residents more than a reasonable retail price.

(Source: P.A. 81-637.)

(765 ILCS 745/20) (from Ch. 80, par. 220)

Section 20. Gifts, Donations, Bonus, Gratuity, Etc.

- (a) Any park owner who, directly or indirectly, receives, collects or accepts from any person any donation, gratuity, bonus or gift, in addition to lawful charges, upon the representation that compliance with the request or demand will facilitate, influence or procure an advantage in entering into an agreement, either oral or written, for the lease or rental of real property, or contract of sale of a mobile home, or any park owner or his representative, who refuses to enter into such lease or contract of sale unless he receives, directly or indirectly, a donation, gratuity, bonus or gift, or any park owner or his representative who directly or indirectly aids, abets, requests or authorizes any other person to violate any provision of this Section, commits a violation of this Act.
- (b) Any person who pays such donation, gratuity, bonus or gift may recover twice its value, together with costs of the action, against any such person in violation of this Section.

(Source: P.A. 81-637.)

(765 ILCS 745/20.5)

Section 20.5. Publication of false or misleading information; remedies. Any person who pays anything of value toward the purchase of a mobile home or placement of a mobile home in a mobile home park located in this State in reasonable reliance upon any material statement or information that is false or misleading and published by or under authority from the park owner or developer in advertising and promotional materials, including, but not limited to, a prospectus, the items required as exhibits to a prospectus, brochures, and newspaper advertising, shall have a cause of action to rescind the contract or collect damages from the developer, park owner, or mobile home dealer for her or his loss.

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

(765 ILCS 745/21) (from Ch. 80, par. 221)

Section 21. Remedies, Tenants. If the park owner fails to substantially conform to the lease agreement or fails to substantially comply with any code, statute, ordinance or regulation governing the operation of a mobile home park or the maintenance of the premises, the tenant may, on written notice to the park owner, terminate the lease and vacate the premises at any time during the first 30 days of occupancy. After the expiration of said 30 days the tenant may terminate the lease only if he has remained in possession in reliance upon the park owner's written promise to correct all or any part of the condition which would justify termination by the tenant under this Section.

Any condition which deprives the tenant of substantial benefit and enjoyment which the park owner shall fail to remedy within 30 days after having received notice in writing of such

condition shall constitute grounds for the tenant to terminate the lease and vacate the premises. No such notice shall be required where the condition renders the mobile home uninhabitable or poses an imminent threat to the health, welfare and safety of any occupant.

If such condition was proximately caused by the willful or negligent act or omission of the park owner, the tenant may recover any damages sustained as a result of the condition including, but not limited to, reasonable expenditures necessary to obtain adequate substitute housing while the mobile home is uninhabitable.

The tenant may sue to enforce all Sections of this Act and the court may award damages or grant any injunctive or other relief.

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

(765 ILCS 745/22) (from Ch. 80, par. 222)

Section 22. Remedies, park owner. A park owner may, any time rent is overdue, notify the tenant in writing that unless payment is made within the time specified in the notice, not less than 5 days after receipt thereof, the lease will be terminated. If the tenant remains in default, the park owner may institute legal action for recovery of possession, rent due and any damages.

If the tenant breaches any provision of the lease or rules and regulations of the mobile home park, the park owner shall notify the tenant in writing of his breach. Such notice shall specify the violation and advise the tenant that if the violation shall continue for more than 24 hours after receipt of such notice the park owner may terminate the lease.

If the tenant breaches any provision of the lease or rules and regulations of the mobile home park, the park owner shall give the tenant written notice specifying in writing the reason for any fine that may be imposed on the tenant. As used in this Section, "fine" does not include fees that are imposed on a tenant for services or products provided by the park owner to the tenant. If a fine is imposed on a tenant, the following applies for 45 days after written notice of the fine is delivered to the tenant:

- (1) non-payment of a fine shall not be grounds for refusal to accept a rent payment; and
- (2) the fine shall not be deducted from a rent payment.

Acceptance of a rent payment shall not be construed as a waiver of an unpaid fine.

(Source: P.A. 99-731, eff. 1-1-17.)

(765 ILCS 745/23) (from Ch. 80, par. 223)

Section 23. Termination of Lease. If a tenant shall remain in possession of the premises after the expiration of his lease without having notified the park owner of his acceptance or rejection of a renewal of the lease and without the park owner's consent, the tenant shall pay to the park owner a sum, not to exceed twice the monthly rental under the previous lease, computed and pro-rated daily for each day he shall remain in possession.

(Source: P.A. 81-637.)

(765 ILCS 745/24) (from Ch. 80, par. 224)

Section 24. Sale of Mobile Home. The park owner shall be enjoined and restrained from prohibiting, limiting, restricting, obstructing or in any manner interfering with the freedom of any mobile home owner to:

- (a) Sell his mobile home to a purchaser of his choice, provided that the park owner shall be allowed to promulgate any general qualifications or lawful restrictions on park residents which limit or define the admission of entrants to the park. The purchaser, prior to closing, must obtain a written and signed lease;
- (b) Employ or secure the services of an independent salesperson in connection with the sale of said mobile home, providing that said salesperson collects and remits all governmental taxes. The park owner is prohibited from imposing any fee, charge or commission for the sale of a mobile home, except when a mobile home owner requests the park owner or his agent to assist in securing a purchaser for his mobile home. A commission may be accepted for such service subject only to the following conditions:
 - (1) That the exact amount of commission or fee shall be a percentage of the actual sales price of the mobile home; and
 - (2) That the maximum percentage figure for the services in the resale of the mobile home by park owner or his agent shall be set forth in writing prior to the sale. The park owner is prohibited from requiring, upon the sale by a tenant of a mobile home to a qualified purchaser, the removal from the park of such mobile home unless the mobile home is less than 12 feet wide or is significantly deteriorated and in substantial disrepair, in which case the park owner shall bear the burden of demonstrating such fact and must, prior to sale, have given the tenant written notice thereof, and that unless first corrected, removal will be required upon sale.

(Source: P.A. 85-998.)

(765 ILCS 745/25) (from Ch. 80, par. 225)

Section 25. Meetings of Tenants. Meetings by tenants relating to mobile home living shall not be subject to prohibition by the park owner if such meetings are held at reasonable hours and when facilities are available and not otherwise in use.

(Source: P.A. 81-637.)

(765 ILCS 745/26) (from Ch. 80, par. 226)

Section 26. This Act shall be cited as the "Mobile Home Landlord and Tenant Rights Act".

(Source: P.A. 83-1083.)