

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 95

Session of
1995

INTRODUCED BY D. R. WRIGHT AND TRELLO, JANUARY 19, 1995

REFERRED TO COMMITTEE ON CONSUMER AFFAIRS, JANUARY 19, 1995

AN ACT

1 Amending the act of November 24, 1976 (P.L.1176, No.261),
2 entitled "An act providing for the rights and duties of
3 mobile home owners or operators and mobile home residents,"
4 changing the title; providing for legislative purpose;
5 further providing for definitions and for evictions;
6 providing for termination of leases, for written leases and
7 for illegal use of drugs; further providing for park rules
8 and regulations; providing for residents associations;
9 further providing for exterior additions; providing for
10 installation, removal, maintenance and repair and for removal
11 of certain parts; further providing for disclosure of fees,
12 for appliance installation fees, for entrance and exit fees,
13 for installation and removal fees and for other fees;
14 providing for security deposits; further providing for sale
15 of manufactured homes; providing for retention of sold
16 manufactured homes, for abandonment of manufactured homes and
17 for Fair Housing Act Compliance; and further providing for
18 waiver of rights and for damages.

19 The General Assembly of the Commonwealth of Pennsylvania
20 hereby enacts as follows:

21 Section 1. The title and section 1 of the act of November
22 24, 1976 (P.L.1176, No.261), known as the Mobile Home Park
23 Rights Act, are amended to read:

AN ACT

25 Providing for the rights and duties of [mobile] manufactured
26 home owners or operators and [mobile] manufactured home

1 residents.

2 Section 1. Short Title.--This act shall be known and may be
3 cited as the ["Mobile Home Park Rights Act."] "Manufactured Home
4 Community Rights Act."

5 Section 2. The act is amended by adding a section to read:

6 Section 1.1. Legislative Purpose.--An increasing number of
7 citizens of this Commonwealth live in manufactured homes and
8 many of these citizens reside in manufactured home communities.
9 Because of the growing number of problems and complaints dealing
10 with various aspects of living in manufactured home communities
11 and because of the unique nature of manufactured housing,
12 manufactured home residents and owners of manufactured home
13 communities need the protection of this act. In addition, due to
14 the significant and increasing costs of moving manufactured
15 homes, the potential for damage to the homes through moving as a
16 result of their design and the inability of manufactured
17 homeowners to find comparable space in other manufactured home
18 communities in this Commonwealth, the General Assembly finds and
19 declares that it is necessary to provide the owners of
20 manufactured homes located within a manufactured home community
21 reasonable protection from constructive eviction as a result of
22 the termination of a lease. The General Assembly further finds
23 and declares that it is necessary to provide the owners and
24 operators of manufactured home communities with a mechanism to
25 resolve disputes with manufactured home residents.

26 Section 3. Sections 2 and 3 of the act are amended to read:

27 Section 2. Definitions.--As used in this act:

28 ["Mobile home" means a transportable, single-family dwelling
29 unit intended for permanent occupancy and constructed as a
30 single unit, or as two or more units designed to be joined into

1 one integral unit capable of again being separated for repeated
2 towing, which arrives at a site complete and ready for occupancy
3 except for minor and incidental unpacking and assembly
4 operations, and constructed so that it may be used without a
5 permanent foundation.]

6 "Abandoned home" means the vacating of a home by a resident
7 without notice to the community, together with the nonpayment of
8 required rent, fees, service charges and assessments, and one or
9 more of the following:

10 (1) The removal of most or all personal property from the
11 home.

12 (2) Failure to use, maintain or return to the home.

13 (3) Cancellation of insurance covering the home.

14 (4) Termination of utility services to the home.

15 "Arbitrary" means without adequate determining principle or
16 rationale; not done or acting according to reason or judgment.

17 "Capricious" means tyrannical, despotic or without fair,
18 solid and substantial cause.

19 "Commission" means the commission responsible for
20 manufactured housing communities.

21 "Commission Act" means the act establishing and providing for
22 the powers and duties of the commission.

23 "Competitive price" means the customary and reasonable
24 charges made to consumers by other providers of such goods or
25 services who are doing business in the area where the
26 manufactured home community is located, but are not themselves
27 manufactured home communities.

28 "Designated dealer" means a licensed retailer from which a
29 manufactured home community owner or his agent requires the
30 purchase of a manufactured home or any retailer, distributor,

1 wholesaler or manufacturer from which a manufactured home
2 community owner or his agent requires the purchase of equipment.

3 "Manufactured housing" or "manufactured home" or "home" means
4 a structure, transportable in one or more sections, which, in
5 the traveling mode, is eight body feet or more in width, 40 body
6 feet or more in length or, when erected on site, is 320 or more
7 square feet and which is built on a permanent chassis and
8 designed to be used as a dwelling with or without a permanent
9 foundation when connected to the required utilities and includes
10 the plumbing, heating, air conditioning and electrical systems
11 contained therein. The term shall include a structure which
12 meets all of the requirements of this definition except the size
13 requirements and with respect to which the manufacturer
14 voluntarily files a certification required by the United States
15 Department of Housing and Urban Development and complies with
16 the standards established under the provisions of the act of
17 November 17, 1982 (P.L.676, No.192), known as the "Manufactured
18 Housing Construction and Safety Standards Authorization Act."

19 ["Mobile home park"] "Manufactured home community" or
20 "community" means any site, lot, field or tract of land,
21 privately or publicly owned or operated, upon which three or
22 more [mobile] manufactured homes, occupied for dwelling or
23 sleeping purposes, are or are intended to be located, regardless
24 of whether or not a charge is made for such accommodation. Any
25 reference to community, owner, operator or manager shall mean
26 one or more individuals in responsible charge of the community.

27 ["Mobile home resident"] "Manufactured home resident" means
28 an owner of a [mobile] manufactured home who leases or rents
29 space in a [mobile home park] manufactured home community. The
30 term does not include a person who rents or leases a [mobile]

1 manufactured home.

2 ["Mobile] "Manufactured home space" means a plot of ground
3 within a [mobile home park] manufactured home community designed
4 for the accommodation of one [mobile] manufactured home.

5 "Rent" means ground rent for a [mobile] manufactured home
6 site.

7 "Service charges" [means] include, but are not limited to,
8 charges for electricity, gas or oil service which is underground
9 and piped directly to individual units within the [park]
10 community, trash removal, sewage and water.

11 Section 3. Evictions.--(a) A [mobile] manufactured home
12 resident shall only be evicted for any of the following reasons:

13 (1) Nonpayment of rent.

14 (2) A second or subsequent or continuing violation of the
15 rules of the [mobile home park] manufactured home community
16 occurring within a six-month period. A violation shall be deemed
17 continuing if the manufactured home resident does not correct it
18 nor make a good faith effort to correct it within 30 days after
19 receiving notice under subsection (b)(2). The burden of proof is
20 on the manufactured home resident to establish that a good faith
21 effort has been made to correct the violation.

22 (3) If there is a change in use of the [park] community land
23 or parts thereof.

24 (4) Termination of [mobile home park] manufactured home
25 community.

26 (5) A false application for residency if the falsity was
27 intentional and concerned information that, if reported
28 truthfully, would have caused the manufactured home community
29 owner or operator to justifiably deny the manufactured home
30 resident admission to the manufactured home community.

1 (6) Conviction of any crime which is a felony or a crime of
2 violence.

3 (7) Use of illegal drugs under section 3.3.

4 (b) A [mobile] manufactured home resident shall only be
5 evicted in accordance with the following procedure:

6 (1) A resident shall not be evicted [by] for any self-help
7 measure.

8 (2) Prior to the commencement of any eviction proceeding,
9 the [mobile home park] manufactured home community owner shall
10 notify the [mobile home park] manufactured home community
11 resident in writing of the particular breach or violation of the
12 lease or [park] community rules by certified or registered mail.

13 (i) In the case of nonpayment of rent, the notice shall
14 state that an eviction proceeding may be commenced if the
15 [mobile] manufactured home resident does not pay the overdue
16 rent within 20 days from the date of service if the notice is
17 given on or after April 1 and before September 1, and 30 days if
18 given on or after September 1 and before April 1 or an
19 additional nonpayment of rent occurring within six months of the
20 giving of the notice may result in immediate eviction
21 proceedings[.] following a second notice. This second notice
22 shall serve as a Notice to Quit.

23 (ii) In the case of a breach of the lease or violation of
24 the [park] community rules, other than nonpayment of rent, the
25 notice shall describe the particular breach or violation. No
26 eviction action shall be commenced unless the [mobile home park]
27 manufactured home community resident has been notified as
28 required by this section, and upon a second or subsequent or
29 continuing violation or breach occurring within six months, the
30 [mobile home park] manufactured home community owner may

1 commence eviction proceedings at any time within 60 days of the
2 last violation or breach[.] following a second notice of the
3 violation or breach. This second notice shall serve as a Notice
4 to Quit.

5 (iii) In the case of eviction because of a change in the use
6 of the community or parts thereof, or a termination of the
7 community, the notice shall describe the particular reason for
8 eviction because of these reasons. No eviction proceeding may be
9 commenced until the expiration of six months after notice to the
10 resident.

11 (iv) In the case of eviction because of a false application
12 for residency, upon written notice thereof, the resident
13 immediately shall remove the home from the community within
14 seven days from the date of the notice. If the owner does not
15 remove the home within seven days, the community may remove the
16 home and assess the costs in connection therewith against the
17 owner.

18 (b.1) A person, 18 years of age or older, who violates
19 subsection (a)(6) or (7) shall be evicted from the manufactured
20 home community.

21 (c) A [mobile] manufactured home resident shall not be
22 evicted when there is proof that the rules he is accused of
23 violating are not enforced with respect to the other [mobile]
24 manufactured home residents or nonresidents on the [park]
25 community premises.

26 (d) Where notice of any matter is required by this act to be
27 in writing and sent by certified or registered mail, and the
28 notice is sent by certified or registered mail to the last known
29 address of the resident, and the return receipt, letter,
30 envelope or other writing is marked unclaimed, or the resident

1 otherwise does not claim the writing containing the notice
2 within ten days of the date of attempted delivery or postmark,
3 whichever is later, then the requirement of notice in writing
4 shall be satisfied if the notice has been or is thereafter sent
5 by regular mail to the same address and a copy thereof either
6 delivered to an adult member at that address or posted on the
7 home.

8 Section 4. The act is amended by adding sections to read:

9 Section 3.1. Termination of Tenancy; Recovery of Premises by
10 Owner.--(a) The owner of a manufactured home community shall
11 not be entitled to the recovery of the manufactured home space
12 upon the termination of a lease with a resident regardless of
13 the term of the lease, if the resident:

14 (1) is complying with the rules of the manufactured home
15 community;

16 (2) is paying the rent due; and

17 (3) desires to continue living in the manufactured home
18 community.

19 (b) The only basis for the recovery of a manufactured home
20 space by an owner of a manufactured home community shall be:

21 (1) When a resident is legally evicted as provided under
22 section 3.

23 (2) When the owner and resident mutually agree in writing to
24 the termination of a lease.

25 (3) At the expiration of a lease, if the resident determines
26 that he no longer desires to reside in the community and so
27 notifies the owner in writing. If a resident decides to leave a
28 manufactured home community under paragraph (2) or (3) but
29 wishes the home to be retained in the community, the
30 manufactured home shall be sold in accordance with the

1 provisions of this act.

2 (c) The provisions of this section shall be equally
3 applicable in cases where there is no written lease between the
4 owner and resident on the effective date of this section.

5 Section 3.2. Written Leases.--(a) With respect to leases
6 entered into on or after the effective date of this section,
7 every manufactured home resident shall be offered, at a minimum,
8 a written one-year lease. Written leases for a period exceeding
9 one year, or for a period less than one year, including month-
10 to-month leases, are also permitted subject to approval in
11 writing by a resident. All residents choosing a lease for any
12 period of time less than one year must sign a form indicating
13 they were offered a one-year lease and voluntarily chose a lease
14 of a lesser duration. A copy of the signed form shall be given
15 to the resident and a copy shall be retained by the owner of the
16 community. No resident shall be required to sign a lease
17 containing any blank spaces to be filled in by the owners of a
18 manufactured home community at a future date.

19 (b) Disputes over the interpretation of lease provisions are
20 subject to review by the Manufactured Housing Community
21 Commission under the "Commission Act."

22 (c) All written leases shall contain the following
23 statement:

24 "Termination of Tenancy:

25 Recovery of Premises by Owner

26 The owner of a manufactured home community shall not be
27 entitled to the recovery of the manufactured home space upon
28 the termination of a lease with a resident regardless of the
29 term of the lease, if the resident:

30 (1) is complying with the rules of the manufactured

home community;

(2) is paying the rent due; and

(3) desires to continue living in the manufactured
home community."

(d) The only basis for the recovery of a manufactured home
space by an owner of a manufactured home community shall be:

(1) When a resident is legally evicted as provided under
this act.

(2) When the owner and resident mutually agree in writing to
the termination of a lease.

(3) At the expiration of a lease, if the resident determines
that he no longer desires to reside in the community and
notifies the owner in writing of that intent.

Section 3.3. Use of Illegal Drugs.--(a) The following acts
relating to illegal drugs shall be a breach of the conditions of
the lease or violation of rules and regulations or guidelines
and shall be grounds for removal of the resident from the
community:

(1) The first conviction for an illegal sale, manufacture or
distribution of any drug in violation of the act of April 14,
1972 (P.L.233, No.64), known as "The Controlled Substance, Drug,
Device and Cosmetic Act," on any portion of the community.

(2) The second violation of any of the provisions of "The
Controlled Substance, Drug, Device and Cosmetic Act" on any
portion of the community.

(3) The seizure by law enforcement officials of any illegal
drugs in the home in the community.

(b) Failure to remove any resident under subsection (a)
shall not act as a waiver of the community's rights with regard
to the same or any other resident to any subsequent acts.

1 Section 5. Section 4 of the act is amended to read:

2 Section 4. [Park] Community Rules and Regulations.--(a) The
3 owner or operator of a [mobile home park] manufactured home
4 community may at any time establish fair and reasonable rules
5 and regulations reasonably related to the health, or safety of
6 residents in the [park] community or to the upkeep of the [park,
7 provided such rules and regulations] community, and reasonable
8 standards relating to health or safety for size, quality and
9 construction of any home to be placed in the community or
10 retained after resale in the community, provided the rules and
11 regulations are not arbitrary or capricious and are included in
12 any written lease and delivered to existing residents and are
13 posted in a conspicuous and readily accessible place in the
14 [mobile home park.] manufactured home community.

15 (b) If a residents association exists within the
16 manufactured home community, proposed rules and regulations
17 shall, prior to taking effect, be submitted at the same time to
18 the residents association and to each manufactured home resident
19 for review and comment. If no residents association exists
20 within the manufactured home community, proposed rules and
21 regulations shall, prior to taking effect, be submitted to each
22 manufactured home resident in the community for review and
23 comment. The residents association and individual manufactured
24 home residents shall have 30 days from submission to offer
25 written comments to the manufactured home community owner. A
26 proposed rule or regulation may not take effect until 45 days
27 after the submission required by this subsection.

28 (c) If the manufactured home residents, regardless of
29 whether a residents association exists, or the residents
30 association are dissatisfied with the response of the community

1 owner, a petition signed by at least 51% of the manufactured
2 home residents may be submitted by the manufactured home
3 residents or by the residents association to the commission for
4 review under the "Commission Act".

5 (d) No rule or regulation may prevent the placement of a
6 sign, on the manufactured home space or on the manufactured
7 home, advertising the manufactured home for sale.

8 (e) With respect to a home to be retained after resale in
9 the community, the absence of a seal reflecting compliance with
10 governmentally mandated standards shall not be a sufficient
11 reason, standing alone, for finding a violation of the rules and
12 regulations, and the resident shall be permitted the opportunity
13 to correct any violations of the standards contained in the
14 rules and regulations or as specified by the community under
15 this act.

16 (f) All rules or rental charges shall be uniformly applied
17 to all [mobile] manufactured home residents or prospective
18 [mobile] manufactured home residents of the same or similar
19 category. When the lease or rental agreement is oral, the
20 resident shall be provided with a written copy of such rules and
21 regulations prior to the owner's or operator's acceptance of any
22 initial deposit, fee or rent. [In addition a copy of this act
23 shall be posted in a conspicuous and readily accessible place in
24 the mobile home park and a copy of the following notice shall be
25 reproduced in capital typewritten letters or in ten-point
26 boldface print and be given to each resident upon entering into
27 the lease.] In addition a copy of this act as well as a copy of
28 the "Commission Act" shall be provided to every resident of the
29 community prior to the resident signing a lease as well as
30 posted in a conspicuous and readily accessible place in the

1 manufactured home community. The prospective resident shall,
2 prior to signing a lease, sign a form to be prepared by the
3 office of the manufactured housing executive director under the
4 "Commission Act" attesting that prior to signing a lease or
5 entering into a lease arrangement, the prospective lessee was
6 provided the information required by this section and in
7 addition to that, all provisions of this section have been
8 complied with by the manufactured housing community owner. A
9 copy of this signed form shall be given to the prospective
10 lessee, and a copy of the form shall be retained by the
11 manufactured housing community owner for review by the office of
12 the manufactured housing executive director in connection with
13 any investigation or complaint. A copy of the following notice
14 shall also be reproduced in capital typewritten letters or in
15 ten-point boldface print and given to each resident upon
16 entering into the lease.

17 "IMPORTANT NOTICE REQUIRED BY LAW

18 The rules set forth below govern the terms of your lease
19 or occupancy agreement with this [mobile home park]
20 manufactured home community. The law requires all of these
21 rules to be fair and reasonable.

22 You may continue to stay in this [park] community as long
23 as you pay your rent and other reasonable fees, service
24 charges and assessments hereinafter set forth and abide by
25 the rules of the [park] community. Entrance and exit fees may
26 not be charged. Installation and removal fees may not be
27 charged in excess of the actual cost to the [mobile home
28 park] manufactured home community owner or operator for
29 providing such service for the installation or removal of a
30 [mobile home in a mobile] manufactured home in a manufactured

1 home space.

2 You may not be evicted except for any of the following
3 reasons:

4 (1) Nonpayment of rent.

5 (2) A second or subsequent or continuing violation of
6 the rules of the [mobile home park] manufactured home
7 community occurring within a six-month period.

8 (3) If there is a change in use of the [park] community
9 land or parts thereof.

10 (4) Termination of [mobile home park.] manufactured home
11 community.

12 (5) A false application for residency.

13 (6) Conviction of any crime which is a felony or a crime
14 of violence.

15 (7) Use of illegal drugs.

16 You shall only be evicted in accordance with the
17 following procedure:

18 (1) A resident shall not be evicted [by] for any self-
19 help measure.

20 (2) Prior to the commencement of any eviction
21 proceeding, the [mobile home park] manufactured home
22 community owner shall notify you in writing of the particular
23 breach or violation of the lease or [park] community rules by
24 certified or registered mail.

25 (i) In the case of nonpayment of rent, the notice shall
26 state that an eviction proceeding may be commenced if the
27 [mobile] manufactured home resident does not pay the overdue
28 rent within 20 days from the date of service if the notice is
29 given on or after April 1 and before September 1, and 30 days
30 if given on or after September 1 and before April 1 or an

1 additional nonpayment of rent occurring within six months of
2 the giving of the notice may result in immediate eviction
3 proceedings.

4 (ii) In the case of a breach of the lease or violation
5 of the [park] community rules, other than nonpayment of rent,
6 the notice shall describe the particular breach or violation.
7 No eviction action shall be commenced unless you have been
8 notified as required by this section, and upon a second or
9 subsequent or continuing violation or breach occurring within
10 six months, the [mobile home park] manufactured home
11 community owner may commence eviction proceedings at any time
12 within 60 days of the last violation or breach.

13 You shall not be evicted when there is proof that the
14 rules you are accused of violating are not enforced with
15 respect to the other [mobile] manufactured home residents or
16 nonresidents on the [park] community premises.

17 In addition, no eviction proceeding for nonpayment of
18 rent may be commenced against you until you have received
19 notice by certified or registered mail of the nonpayment and
20 have been given to pay the overdue rent 20 days from the date
21 of service if the notice is given on or after April 1 and
22 before September 1, and 30 days if given on or after
23 September 1 and before April 1. However, only one notice of
24 overdue rent is required to be sent to you during any six-
25 month period. If a second or additional violation occurs
26 within six months from the date of the first notice then
27 eviction proceedings may be immediately started against you.

28 You are entitled to contact the office of the
29 manufactured housing executive director to file a complaint
30 with respect to the following:

1 (1) Disputes with owners and managers of manufactured
2 housing communities in general.

3 (2) Disputes with owners and managers of manufactured
4 housing communities over the interpretation of provisions
5 contained in this act or the act establishing and providing
6 for the powers and duties of the Manufactured Housing
7 Community Commission.

8 (3) Disputes with owners and managers of manufactured
9 housing communities over the approval of a prospective
10 purchaser of an existing manufactured home owned by a
11 resident.

12 (4) The reasonableness of rules and regulations
13 promulgated by manufactured housing community owners in
14 accordance with this act.

15 (5) Interpretation of provisions of lease agreements.

16 (6) Environmental concerns, including, but not limited
17 to, the provision of safe drinking water and proper sewage
18 disposal.

19 You are entitled to purchase goods or services, including
20 the manufactured home itself as to existing space formerly
21 occupied by a home, from a seller of your choice and the
22 [park] community owner shall not restrict your right to do
23 so. A community may require a resident or prospective
24 resident to purchase a home from the community or a
25 designated dealer in connection with the lease of an
26 unimproved site which will be constructed to be occupied by
27 the manufactured home.

28 With respect to maintenance and repairs of manufactured
29 homes, you, as a manufactured home resident, shall have the
30 right to engage the services of an experienced professional

1 contractor of your choice or, where feasible, you may perform
2 the needed work yourself or engage the services of a
3 nonprofessional, if performance of the work yourself or by a
4 nonprofessional is not prohibited by any municipal building
5 or housing codes and if the individual or individuals
6 performing the work are capable of performing the work in a
7 safe and professional manner while maintaining the aesthetic
8 quality of the manufactured home and its surroundings. If,
9 however, the maintenance and repair involves the
10 installation, setup, tie-down or removal of the home or the
11 making of external utility connections the community and its
12 residents must comply with sections 5 and 5.1.

13 If you desire to sell your [mobile] manufactured home,
14 the [mobile home park] manufactured home community owner may
15 not prevent the sale and may not claim any fee in connection
16 therewith, unless there exists a separate written agreement.
17 However, the [mobile home park] manufactured home community
18 owner may reserve the right to approve the purchaser as a
19 resident in the [mobile home park] manufactured home
20 community but only as to creditworthiness, the home's meeting
21 reasonable standards relating to health and safety for upkeep
22 and construction or the purchaser's ability to comply with a
23 community's rules and regulations under section 4.

24 Enforcement of the [Mobile Home Park] Manufactured Home
25 Community Rights Act is by the [Attorney General of the
26 Commonwealth of Pennsylvania or the District Attorney of the
27 county in which the mobile home park is located. You may also
28 bring a private cause of action. If your rights are violated
29 you may contact the State Bureau of Consumer Protection or
30 your local District Attorney."] Manufactured Housing

Community Commission within the Department of Community
Affairs and by the manufactured housing executive director."

Section 6. The act is amended by adding a section to read:

Section 4.1. Residents Association.--One or more residents
are permitted to form or otherwise participate in a manufactured
home community association whose purpose is to promote the
rights of residents living in manufactured home communities
whether the association is a State or county association or a
community association. A resident may not be evicted for the
sole purpose of forming or participating in such association.

Section 7. Section 5 of the act is amended to read:

Section 5. [Underskirting and Tie-down Equipment] Exterior
Additions.--A [mobile home park] manufactured home community
owner or operator may designate the type of material or manner
of installation for underskirting, awnings, porches, fences or
other additions and alterations to the exterior of the [mobile]
manufactured home and tie-down equipment used in a [mobile]
manufactured home space in order to insure the safety and good
appearance of the [mobile home park] manufactured home
community, but under no circumstances may a resident be required
to purchase such equipment from a supplier designated by the
[park] community owner or operator. In order to prevent damage
to underground utilities, the community owner may reserve the
right to install or supervise the installation of such
equipment, all or any part of which will be in-ground or
underground. The owner of a manufactured home community may not
order subsequent changes to the underskirting, awnings, porches,
fences or other additions or alterations to the exterior of the
manufactured home and tie-down equipment following the initial
installation by a manufactured home resident, except for the

purpose of replacing damaged items which pose a threat to the public safety of residents and visitors or which, in their damaged condition, negatively affect the aesthetic quality of the manufactured home and its surroundings.

Section 8. The act is amended by adding sections to read:

Section 5.1. Installation; Removal; Maintenance and Repair.--(a) The installation of a manufactured home shall be performed only by a licensed installer. The manufactured home resident shall have the right to engage the services of an experienced or licensed professional contractor for the installation, setup and tie-down of the home onsite as long as it is performed in accordance with the installation requirements set forth in the act of November 17, 1982 (P.L.676, No.192), known as the "Manufactured Housing Construction and Safety Standards Authorization Act."

(b) The removal of the home from the site shall be performed by an experienced professional contractor selected by the owner or manufactured home resident. External utility connections may be performed by the community, if authorized by the manufactured home resident, or performed by the manufactured home resident, by engaging the services of a qualified, certified or licensed professional if required by law. Notwithstanding any other provision of law, a manufactured home resident shall have the right to perform the utility connection, with the community reserving the right to supervise the connection.

(c) A resident shall have the right to engage the services of an experienced professional contractor to perform maintenance and repairs on or inside the home. Alternatively the resident may perform the needed work personally or engage the services of a nonprofessional, if performing the work personally or

1 nonprofessionally is not prohibited by any governmental building
2 or housing code and if whoever performs the work is capable of
3 doing so in a safe and professional manner while maintaining the
4 aesthetic quality of the home and its surroundings.

5 Section 5.2. Removal of Certain Parts.--No manufactured home
6 community owner or manager may remove or cause to be removed the
7 axles, wheels or tires from a manufactured home when the home is
8 set up in the community without the written consent of the
9 manufactured home owner. If the removal is required by the
10 community rules and regulations and the owner or manager takes
11 possession of these items when removed for storage purposes, the
12 owner or manager of the manufactured home community shall
13 provide the manufactured home owner with a signed written
14 receipt that they were removed with the home owner's permission.
15 Such receipt shall also include the location where they are to
16 be stored and the value of the items as determined by the
17 manufacturer of the manufactured home. These items shall not be
18 subsequently sold by the community owner or manager unless the
19 sale and the sale price is first approved by the manufactured
20 home owner who owns the items. If the sale is approved by the
21 owner and the items are subsequently sold, the money received
22 from the sale as agreed to by the home owner shall be paid
23 immediately to the manufactured home owner; and the manufactured
24 home owner shall be given a copy of the bill of sale.

25 Section 9. Sections 6, 7, 8, 9 and 10 of the act are amended
26 to read:

27 Section 6. Disclosure of Fees.--(a) All rent, fees, service
28 charges and assessments shall be fully disclosed in writing to a
29 resident prior to the owner or operator's acceptance of any
30 initial deposit, fee or rent. Failure to disclose such rent,

1 fees, service charges and assessments shall render them void and
2 unenforceable in the courts of the Commonwealth. Increases in
3 such rent, fees, service charges and assessments shall be
4 unenforceable until 30 days after notice thereof has been posted
5 in the [mobile home park] manufactured home community and mailed
6 to the resident. However, rent [shall not be increased during
7 the term of the lease.], fees, service charges and assessments
8 shall not be increased other than as permitted by the terms of
9 the lease.

10 (b) If a fee charged to a manufactured home resident by the
11 owner of a manufactured home community or a subsidiary company
12 for trash removal, sewage disposal, water, electricity, oil, gas
13 or other utility-type service exceeds the average rate for
14 similar services, as determined by the commission, paid by
15 customers of private companies or corporations regulated by the
16 Pennsylvania Public Utility Commission or municipal authorities
17 or municipalities in the municipality in which the manufactured
18 home community is located or to which the manufactured home is
19 contiguous, the fee shall, upon receipt of a letter of complaint
20 from any manufactured home resident, be reviewed by the
21 commission under the "Commission Act" to determine its
22 reasonableness. If the commission determines the fee to be
23 unreasonable, the fee currently being charged shall be
24 automatically reduced to a rate which the commission determines
25 to be reasonable. Nothing in this subsection shall affect the
26 jurisdiction of the Pennsylvania Public Utility Commission
27 regarding public utilities.

28 Section 7. Appliance Installation Fees; Residents' Rights
29 and Duties.--(a) No [mobile home park] manufactured home
30 community owner or operator may restrict the making of any

1 interior improvements in a [mobile] manufactured home so long as
2 such improvements are in compliance with applicable building
3 codes and other provisions of law; nor may he restrict the
4 installation, service or maintenance of an electric or gas
5 appliance in a [mobile] manufactured home or charge any fee for
6 such installation unless the fee reflects the [actual cost]
7 competitive price to the [mobile home park] manufactured home
8 community owner or operator of such installation or its use.

9 (b) A resident shall comply with all the obligations imposed
10 upon residents by applicable provisions of all governmental
11 codes, regulations, ordinances and statutes and in particular
12 shall not permit:

13 (1) Any person on the premises of the community with
14 permission of the resident willfully or wantonly to destroy,
15 deface, damage, impair or remove any part of the community or
16 facilities, equipment or appurtenances thereto and used in
17 common with other residents, nor shall the resident do such
18 thing.

19 (2) Any person on the premises with permission of the
20 resident willfully or wantonly to disturb the peaceful enjoyment
21 of the premises by other residents and neighbors.

22 (c) A resident shall have a right to invite to his home
23 employees, business visitors, tradespeople, delivery persons,
24 suppliers of goods and services and the like as the resident
25 wishes so long as his obligations as a resident under this
26 section are observed. Except as set forth in subsection (d), or
27 elsewhere in this act, the community may in no way restrict the
28 resident's right to purchase goods, services and the like from a
29 source of the resident's choosing. Any provision in a lease or
30 rules and regulations or guidelines attempting to limit this

right or require a purchase from a designated dealer shall be void and unenforceable in the courts of this Commonwealth.

(d) This section shall not prohibit a community from reasonably restricting or prohibiting suppliers from soliciting in the community or requiring registration of suppliers servicing residents in the community, nor shall it prohibit reasonable rules and regulations restricting deliveries to certain specified hours, or means and methods of ingress and egress, as a means of avoiding excessive traffic at peak periods or at times when less noise and traffic is desirable.

Section 8. Entrance and Exit Fees[.--]; Conditional Leases.--(a) Entrance and exit fees may not be charged.

(b) No community or other person acting on behalf of the community may require a resident or prospective resident, as a condition to lease a site to such resident or prospective resident, to purchase:

(1) Any equipment from the community or a designated dealer as restricted in section 5.

(2) A manufactured home from the community or a designated dealer in connection with an improved, ready-to-occupy but vacant site, subject to any agreements, rules, regulations or requirements of the Manufactured Housing Community Commission.

(c) A community or other person acting on behalf of the community may require a resident or prospective resident to purchase a home from the community or a designated dealer as a condition to lease an unimproved site which will be constructed to be occupied by the manufactured home, in connection with the initial leasing of that site for the first time in a newly constructed community or a newly constructed addition to an existing community.

1 Section 9. Installation and Removal Fees.--Any fee charged
2 for the installation or removal of a [mobile home in a mobile
3 home] manufactured home in a manufactured home space shall not
4 exceed [the actual cost] a competitive price [to the mobile home
5 park owner or operator] for providing such service. Such fees
6 shall be refundable to the resident at the time of removal in
7 the event that the owner or operator acts to recover possession
8 of said space for reasons other than nonpayment of rent or
9 breach of a condition of the lease within one year of the
10 initial installation of such [mobile] manufactured home. Failure
11 to refund such fees as provided shall entitle the tenant to
12 recover treble their amount plus court costs and reasonable
13 attorney fees.

14 Imposition of this type of entrance fee shall not bar the
15 [mobile home park] manufactured home community owner or operator
16 from requiring a reasonable security deposit in accordance with
17 the act of April 6, 1951 (P.L.69, No.20), known as "The Landlord
18 and Tenant Act of 1951."

19 Section 10. Other Fees.--In accordance with a resident's
20 right to invite to his [dwelling unit] home such social and
21 business visitors as he wishes, no fee may be charged for
22 overnight visitors or guests occupying a resident's [mobile]
23 manufactured home. However, if such overnight visitors or guests
24 so frequently remain overnight for residential purposes more
25 than 14 nights per month or 30 nights per year so as to increase
26 the number of persons normally living in said [unit] home, the
27 owner or operator of a [mobile home park] manufactured home
28 community may revise the rent due to conform to the rent paid by
29 other residents with a like number of members in their
30 household. The owner of a manufactured home community may not

require the registration of overnight guests, but may require the registration of guests which increase the number of persons normally living in the home. This section shall not preempt any local ordinance requiring the registration of visitors, guests or occupants.

Section 10. The act is amended by adding a section to read:

Section 10.1. Security Deposit.--(a) A community may require from a resident a deposit of money as security for the payment for damages to the premises or default in rent, or both, with the following restrictions:

(1) The amount of the security deposit may not exceed one month's rent.

(2) Whenever a resident has been a resident of a community for a period of five full years or more, any increase in rent shall not require a concomitant increase in any security deposit.

(b) If the amount of the security deposit exceeds \$100, the following shall apply:

(1) The entire amount of the security deposit shall be deposited in an escrow account, either interest-bearing or noninterest-bearing, of an institution regulated by the Federal Reserve Board, the Federal Home Loan Bank Board, the Comptroller of the Currency or the Department of Banking. When the security deposit is deposited in the escrow account, the community shall thereupon notify in writing each resident, providing the name and address of the institution in which the deposit is held and the amount of the deposit.

(2) When the entire amount of the security deposit is deposited in an interest-bearing account, the community shall be entitled to receive as administrative expenses, a sum equivalent

1 to 1% per year upon the amount so deposited, which shall be in
2 lieu of all other administrative and custodial expenses. The
3 balance of the interest earned on the amount shall be the money
4 of the resident and shall be paid to the resident annually, upon
5 the anniversary date of the commencement of the residency.

6 (3) Security deposits of all residents may be placed in one
7 account with one institution.

8 (c) Every community may, in lieu of depositing escrow funds,
9 guarantee that such funds, less the cost of necessary repairs
10 for damage to the premises administrative expense, but including
11 interest thereof, shall be returned to the resident when the
12 site is surrendered by the resident to the community. The
13 guarantee of repayment of the escrow funds shall be secured by a
14 good and sufficient guaranty bond issued by a bonding company
15 authorized to do business in this Commonwealth.

16 (d) When a resident leaves a community, whether by eviction,
17 voluntary removal or otherwise, and the resident has paid a
18 security deposit in any amount, the following shall apply:

19 (1) Within 30 days thereof, the community shall provide the
20 resident with a written list of any damages to the site or
21 community for which the resident is claimed to be liable. At the
22 time the written list is provided, it shall be accompanied by
23 payment of the difference between any security deposit withheld,
24 including interest, if any, on any sum deposited in escrow and
25 less the amount of damages claimed and the 1% per year
26 administrative expense, if not previously paid or credited to
27 the community.

28 (2) A community that fails to provide such written list
29 shall forfeit all rights to withhold any portion of the security
30 deposit, including any unpaid interest thereon, or to bring suit

1 against the resident for damages to the premises.

2 (3) If the community fails to pay to the resident the
3 difference between the security deposit, including any unpaid
4 interest thereon, and the damages claimed to the premises and
5 the administrative expense within the 30-day period, the
6 community shall be liable in assumpsit to double the amount by
7 which the security deposit, including any unpaid interest
8 thereon, exceeds the damages claimed on the premises and the
9 administrative expense, as determined by any court of record or
10 court not of record having jurisdiction in civil actions at law.
11 The burden of proof of damages claimed to the premises shall be
12 on the community.

13 (4) If the resident fails to provide the community with the
14 new address of the resident in writing upon the resident leaving
15 the community, the community shall be relieved from any
16 liability under this section.

17 (5) Nothing in this section shall preclude the community
18 from refusing to return the security deposit, including any
19 unpaid balance thereon, for nonpayment of rent by the resident.

20 Section 11. Section 11 of the act is amended to read:

21 Section 11. Sale of [Mobile] Manufactured Homes.--Any rule,
22 regulation or condition of a lease purporting to prevent the
23 sale or advertisement of the sale of a [mobile] manufactured
24 home belonging to a resident shall be void and unenforceable in
25 the courts of the Commonwealth. [The mobile home park] With
26 respect to a home which the resident intends to have a purchaser
27 retain in the park, the manufactured home community owner or
28 operator may reserve the right to approve the purchaser of said
29 [mobile] manufactured home as a resident, but [such] the
30 approval or disapproval shall be based on the creditworthiness

1 of the prospective purchaser, the ability of the home to meet
2 reasonable standards relating to health or safety for
3 construction or upkeep in the community or the ability of the
4 prospective purchaser to comply with the community's rules and
5 regulations. Such approval may not be unreasonably withheld. Any
6 claim for a fee or commission in connection with the sale of
7 such [mobile] manufactured home shall be void and unenforceable
8 unless the claimant shall in fact have acted as a [bona fide
9 licensed mobile home sales agent for the mobile home owner
10 pursuant to a separate written agreement] licensed manufactured
11 home salesperson or dealer or licensed realtor acting as sales
12 agent for the manufactured home owner pursuant to a separate
13 written agreement.

14 Section 12. The act is amended by adding sections to read:

15 Section 11.1. Sale of Homes; Retention in Community.--(a)
16 The community may reserve the right to approve or disapprove the
17 purchaser of a home to be retained in the community as a
18 resident based on the failure of the home to meet reasonable
19 standards relating to health or safety for construction or
20 upkeep of the community. The absence of a seal reflecting
21 compliance with governmental standards shall not be a sufficient
22 reason, standing alone, for disapproval. The seller or
23 prospective purchaser of the home shall be permitted the
24 opportunity to correct any violations of the standards contained
25 in the rules and regulations or as specified by the community
26 under subsection (d).

27 (b) When a resident in a community intends to sell his home
28 and further intends to have it remain in the community, the
29 resident-seller shall give written notice to the community at
30 the time advertisement for or notice of the sale is made public

1 or, if there is no public advertisement, at the time of the
2 beginning of negotiations for the sale of the mobile home to a
3 prospective purchaser. The written notice shall be given in time
4 to afford an opportunity for the home to be inspected by the
5 municipality in which the home is located or by the community
6 owner if the inspection is required by the rules and regulations
7 of the community.

8 (c) The resident-seller shall provide written notice,
9 including name, address and telephone number, of the prospective
10 purchaser of the manufactured home to the community owner. The
11 community owner shall give notice in writing to the prospective
12 purchaser of the community's right to approve or disapprove the
13 purchaser as a resident and shall provide the prospective
14 purchaser with an application for community residency. The
15 community owner also shall provide the prospective purchaser
16 with the community's rules and regulations and shall obtain a
17 signed receipt from the prospective purchaser.

18 (d) The community may approve or disapprove the prospective
19 purchaser as a resident. If the community disapproves the
20 prospective purchaser, the following procedures shall apply:

21 (1) Disapproval of the purchaser as a resident shall be in
22 writing and shall be submitted to the resident-seller within ten
23 days of the receipt of the prospective purchaser's application
24 for residency as referred to in subsection (c).

25 (2) Within five days of the receipt of any written
26 disapproval, either the resident-seller or the prospective
27 purchaser shall be provided a written reason or reasons for the
28 disapproval.

29 (3) The following shall be grounds for disapproval of a
30 purchaser as a resident in a manufactured home community: lack

1 of creditworthiness, failure of the home to meet the reasonable
2 health and safety standards as specified by the community for
3 construction or upkeep, inability of the purchaser to comply
4 with the rules and regulations of the community or previous
5 conduct in a manufactured home community which was detrimental
6 to the community or residents. The existence of a waiting list
7 of prospective residents in the community shall not be grounds
8 to disapprove the prospective purchaser as a resident. A
9 community may specify in writing reasonable repairs or
10 alterations which shall be made at or prior to the sale of the
11 home. In determining whether the repairs or alterations are
12 reasonable, the following factors shall be considered:

13 (i) The age of the home.

14 (ii) The exterior condition and appearance of the home.

15 (iii) The size of the home.

16 (iv) The age and condition of the other homes within the
17 community.

18 (v) The construction of the home and any related equipment
19 or buildings.

20 (vi) Whether the home complies with current standards
21 relating to plumbing, heating and electrical systems, as long as
22 the standards are generally applicable to all homes regardless
23 of whether sale is contemplated.

24 (4) Approval of the prospective purchaser as a resident
25 shall mean that, upon purchase of the home, the prospective
26 purchaser shall become a resident.

27 (5) Upon failure of the community to provide a written
28 disapproval within ten days, the application for residency shall
29 be deemed to be approved, and the home shall be permitted to be
30 retained in the community.

1 (e) If the resident-seller fails to provide the community
2 with the notice of intent to sell as required under subsection
3 (b) or if the community disapproves the purchaser of the home as
4 a resident upon consummation of the sale of the home, it shall
5 be removed from the community either by the resident-seller or
6 the prospective purchaser within seven days of the sale, unless,
7 upon the consent of the community, repairs or alterations are
8 being performed or have been agreed to be performed. If neither
9 removes the home within seven days, the community may remove the
10 home and assess the costs in connection therewith against either
11 the resident-seller or prospective purchaser.

12 (f) The procedure set forth with respect to approval or
13 disapproval of the prospective purchaser as a resident shall not
14 apply if the purchaser plans within seven days to remove the
15 home from the community.

16 (g) A representative of the community or any person may not
17 claim a sales commission with respect to the price realized for
18 the sale of the home unless the community or any person shall,
19 in fact, at the request of the resident-owner, have acted as a
20 bona fide licensed manufactured housing salesperson or licensed
21 real estate salesperson or broker for the resident under a
22 separate written agreement. This shall not preclude a resident
23 from selling the resident's own home, nor shall it prevent the
24 resident from having any other licensee of the resident's choice
25 sell the home.

26 (h) Under reasonable rules or regulations adopted by the
27 community or under mutual agreement between the community and
28 the resident-seller or resident-purchaser, the number of days
29 specified in this section may be increased.

30 (i) As used in this section, "sale" or "resale" or

1 "purchase" shall include, but not be limited to, sale, gift,
2 devise, bequest or other transfer of ownership of the home or,
3 unless it is restricted by the rental agreement, sublease.

4 Section 11.2. Abandoned Home.--(a) If a resident abandons a
5 home in the community for a period of 30 days, the community
6 may:

7 (1) Enter the home and secure any appliances, furnishings,
8 materials, supplies or other personal property therein.

9 (2) Move the home to a storage area within the community or
10 to another location as the community deems necessary and proper.

11 (3) Notify the resident by mail and by posting on the home
12 and at any other address known to the community that the home
13 has been moved to a location, providing the address of the
14 location.

15 (4) Assess removal charges and storage charges against the
16 resident.

17 (b) Once moved from the former site in the community and
18 stored under this section, the community is not longer
19 responsible for the home or any of its contents.

20 Section 11.3. Fair Housing Act Compliance.--All manufactured
21 housing communities and residents governed by this act shall
22 comply with all applicable provisions of the Fair Housing Act of
23 1968 (Public Law 90-284, 42 U.S.C. § 3601 et seq.).

24 Section 13. Sections 12, 13, 15 and 16 of the act are
25 amended to read:

26 Section 12. Waiver of Rights.--The rights and duties of
27 [mobile home park] manufactured home community owners and
28 operators and the [mobile] manufactured home residents may not
29 be waived by any provisions of a written or oral agreement. Any
30 such agreement attempting to limit these rights shall be void

1 and unenforceable in the courts of the Commonwealth.

2 Section 13. Damages.--Any [mobile home park] manufactured
3 home community owner, operator or resident aggrieved by a
4 violation of their rights under this act may institute a private
5 cause of action to recover damages, or for treble damages where
6 so provided in this act, or for restitution in any appropriate
7 court of initial jurisdiction within the Commonwealth.

8 Section 15. Enforcement.--[The Attorney General shall have
9 the power and it shall be his duty to enforce the provisions of
10 this act, but in no event shall an individual be prohibited or
11 otherwise restricted from initiating a private cause of action
12 pursuant to any right or remedy conferred by this act.] The
13 Manufactured Housing Community Commission and the manufactured
14 housing executive director under the "Commission Act" shall have
15 the power and duty to enforce the provisions of this act.

16 Section 16. Retaliatory Evictions.--Any action by a [mobile
17 home park] manufactured home community owner or operator to
18 recover possession of real property from a [mobile home park]
19 manufactured home community resident or to change the lease
20 within six months of a resident's assertion of his rights under
21 this act or any other legal right shall raise a presumption that
22 such action constitutes a retaliatory and unlawful eviction by
23 the owner or operator and is in violation of this act. Such a
24 presumption may be rebutted by competent evidence presented in
25 any appropriate court of initial jurisdiction within the
26 Commonwealth.

27 Section 14. The provisions of this act are severable. If any
28 provision of this act or its application to any person or
29 circumstance is held invalid, the invalidity shall not affect
30 other provisions or applications of this act which can be given

1 effect without the invalid provision or application.

2 Section 15. This act shall take effect in 60 days.