

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1182 Session of
2011

INTRODUCED BY HARPER, M.K. KELLER AND SWANGER, MARCH 23, 2011

AS AMENDED, COMMITTEE ON URBAN AFFAIRS, HOUSE OF
REPRESENTATIVES, NOVEMBER 2, 2011

AN ACT

1 Amending the act of November 24, 1976 (P.L.1176, No.261),
2 entitled, as amended, "An act providing for the rights and
3 duties of manufactured home owners or operators and
4 manufactured home lessees," further providing for
5 DEFINITIONS, FOR WRITTEN LEASES AND FOR disclosure of fees; ←
6 AND MAKING EDITORIAL CHANGES.

7 The General Assembly of the Commonwealth of Pennsylvania
8 hereby enacts as follows:

9 ~~Section 1. Section 6(e) of the act of November 24, 1976 ←~~
10 ~~(P.L.1176, No.261), known as the Manufactured Home Community~~
11 ~~Rights Act, amended October 19, 2010 (P.L.546, No.80), is~~
12 ~~amended to read:~~

13 ~~Section 6. Disclosure of Fees. * * *~~

14 ~~(e) All new leases, lease extensions and lease renewals[, ←~~
15 ~~which are for more than a 60 day period,] shall contain the~~
16 ~~following full disclosures:~~

17 ~~(1) The manner in which utility and other services, ←~~
18 ~~including, but not limited to, sewage and waste disposal, cable~~
19 ~~television, water supply and storm drainage, will be provided, ←~~
20 ~~and the entity providing them. The services and the lot rental~~

1 ~~amount or user fees charged by the manufactured home community-~~
2 ~~owner for the services provided by the manufactured home-~~
3 ~~community owner shall also be disclosed.~~

4 ~~(2) An explanation of the manner in which the manufactured-~~
5 ~~home space rental amount will be increased, including, but not-~~
6 ~~limited to, notification to the manufactured home lessee at-~~
7 ~~least 60 days in advance of the increase.~~

8 ~~(3) Disclosure of any factors that may affect the lot rental-~~
9 ~~amount, including, but not limited to these factors:~~

10 ~~(i) Water rates.~~

11 ~~(ii) Sewer rates.~~

12 ~~(iii) Waste disposal rates.~~

13 ~~(iv) Maintenance costs, including costs of deferred-~~
14 ~~maintenance.~~

15 ~~(v) Management costs.~~

16 ~~(vi) Property taxes.~~

17 ~~(vii) Major repairs or improvements.~~

18 ~~(viii) Any other fees, costs, assessments or service charges-~~
19 ~~that the manufactured home lessee is required to pay or that the-~~
20 ~~manufactured home owner or operator intends to charge during the-~~
21 ~~terms of the lease or rental agreement.~~

22 ~~(4) Disclosure of the manner in which the pass through-~~
23 ~~charges will be assessed.~~

24 ~~(5) A report of the utility fees charged for the-~~
25 ~~manufactured home space paid to the community owner by a prior-~~
26 ~~lessee during the previous 12 months.~~

27 ~~(6) Disclosure of all service charges currently charged for-~~
28 ~~services offered which the manufactured home lessee may elect to-~~
29 ~~incur and the manner in which the fees will be increased.~~

30 ~~(7) Any manufactured home community rules and regulations-~~

1 ~~that have been established and an explanation of the manner in~~
2 ~~which the rules and regulations will be set, changed or~~
3 ~~promulgated.~~

4 ~~(8) The rent history of the manufactured home space for the~~
5 ~~three full calendar years immediately preceding the prospective~~
6 ~~initial rental agreement date. This information shall be for~~
7 ~~basic manufactured home space rental only and does not apply to~~
8 ~~other fees such as late charges and guest fees. Additionally,~~
9 ~~the calculation of rent history shall be posted in the public~~
10 ~~portion of the manufactured home community's rental office or~~
11 ~~other conspicuous and readily accessible place and in the same~~
12 ~~place as any rules and regulations that have been established~~
13 ~~for the manufactured home community are posted.~~

14 ~~(9) Citations or other documents from Federal, State or~~
15 ~~local governmental agencies which require the manufactured home~~
16 ~~community owner to take corrective action, including citations~~
17 ~~from the Department of Environmental Protection regarding water~~
18 ~~and sewage. Such information shall also be posted within the~~
19 ~~community in the same place as manufactured home community rules~~
20 ~~and regulations are displayed until the corrective action has~~
21 ~~been completed.~~

22 ~~Section 2. This act shall take effect in 60 days.~~

23 SECTION 1. SECTION 2 OF THE ACT OF NOVEMBER 24, 1976
24 (P.L.1176, NO.261), KNOWN AS THE MANUFACTURED HOME COMMUNITY
25 RIGHTS ACT, IS AMENDED BY ADDING A DEFINITION TO READ:

26 SECTION 2. DEFINITIONS.--AS USED IN THIS ACT:

27 * * *

28 "PROSPECTIVE LESSEE." A PERSON WHO IS CONSIDERING TENANCY IN
29 A MANUFACTURED HOME COMMUNITY AND WHO HAS NOT ENTERED INTO A
30 PREVIOUS LEASE AGREEMENT WITH THE MANUFACTURED HOME COMMUNITY



1 FOR THE MANUFACTURED HOME SPACE UNDER CURRENT CONSIDERATION.

2 * * *

3 SECTION 2. SECTION 4.1 OF THE ACT, ADDED OCTOBER 19, 2010
4 (P.L.546, NO.80), IS AMENDED TO READ:

5 SECTION 4.1 WRITTEN LEASE.--(A) EVERY LEASE FOR A
6 MANUFACTURED HOME SPACE SHALL BE IN WRITING AND SHALL BE FOR A
7 DURATION TERM OF ONE MONTH, UNLESS A LONGER PERIOD IS MUTUALLY
8 AGREED UPON BY BOTH THE LESSEE AND MANUFACTURED HOME COMMUNITY
9 OWNER, AND SHALL BE RENEWABLE.

10 (B) RENTS FOR A MOBILE HOME SITE, COMMONLY KNOWN AS GROUND
11 RENTS, AND COMMUNITY RULES AND REGULATIONS UNDER SECTION 4 SHALL
12 NOT CHANGE MORE THAN ONCE IN A 12-MONTH PERIOD.

13 (C) FOR EACH LEASE PERIOD [OVER 60 DAYS] PRIOR TO THE
14 EXPIRATION OF THE TERM OF A MANUFACTURED HOME COMMUNITY LEASE,
15 THE MANUFACTURED HOME COMMUNITY OWNER SHALL OFFER THE LESSEE A
16 RENEWAL LEASE FOR THE SAME TERM AND WITH THE SAME PROVISIONS AS
17 THE ORIGINAL AGREEMENT, UNLESS THE MANUFACTURED HOME COMMUNITY
18 OWNER NOTIFIES THE LESSEE IN WRITING OF ANY CHANGES, AT LEAST 60
19 DAYS PRIOR TO THE EXPIRATION OF THE LEASE OR, FOR A LEASE WITH A
20 DURATION TERM OF ONE MONTH THAT IS TO BE RENEWED, AT LEAST 60
21 DAYS PRIOR TO THE EFFECTIVE DATE OF THE CHANGES.

22 (D) A PROVISION IN A LEASE WHICH ACCORDS A MANUFACTURED HOME
23 COMMUNITY OWNER A RIGHT OF FIRST REFUSAL UPON THE SALE OF A
24 MANUFACTURED HOME IS VOID.

25 SECTION 3. SECTION 6 OF THE ACT, AMENDED OCTOBER 19, 2010
26 (P.L.546, NO.80), IS REPEALED:

27 [SECTION 6. DISCLOSURE OF FEES.--(A) ALL RENT, FEES,
28 SERVICE CHARGES AND ASSESSMENTS PAYABLE TO THE COMMUNITY OWNER
29 AND UTILITY CHARGES FOR WATER, SEWER, TRASH, INTERNET, CABLE,
30 ELECTRICITY AND FUEL CHARGES PAYABLE TO THE OWNER AND NOTICE OF

1 ANY OTHER UTILITY CHARGES FOR WHICH THE LESSEE MAY BE
2 RESPONSIBLE SHALL BE FULLY DISCLOSED IN WRITING TO A PROSPECTIVE
3 MANUFACTURED HOME LESSEE PRIOR TO THE MANUFACTURED HOME
4 COMMUNITY OWNER OR OPERATOR'S ACCEPTANCE OF ANY INITIAL DEPOSIT,
5 FEE OR RENT AND PRIOR TO EXECUTION OF THE MANUFACTURED HOME
6 SPACE LEASE. FOR CURRENT MANUFACTURED HOME RESIDENTS, THE
7 MANUFACTURED HOME COMMUNITY OWNER OR OPERATOR SHALL FULLY
8 DISCLOSE ALL RENT, FEES, SERVICE CHARGES AND ASSESSMENTS PAYABLE
9 TO THE COMMUNITY OWNER AND UTILITY CHARGES FOR WATER, SEWER,
10 TRASH, CABLE, ELECTRICITY AND FUEL CHARGES PAYABLE TO OTHERS IN
11 WRITING PRIOR TO THE EXECUTION OF A MANDATORY LEASE OF AT LEAST
12 ONE MONTH IN DURATION.

13 (B) THE MANUFACTURED HOME COMMUNITY OWNER MAY REQUIRE THAT
14 THE PROSPECTIVE LESSEE OR CURRENT LESSEE SIGN A RECEIPT
15 INDICATING RECEIPT OF A COPY OF THE REQUIRED DISCLOSURE AND THE
16 MANUFACTURED HOME COMMUNITY RULES AND REGULATIONS SO LONG AS
17 THESE DOCUMENTS ARE CLEARLY IDENTIFIED IN THE RECEIPT ITSELF.
18 THE RECEIPT SHALL INDICATE NOTHING MORE THAN THAT THE DOCUMENTS
19 IDENTIFIED IN THE RECEIPT HAVE BEEN RECEIVED BY THE LESSEE.

20 (C) FAILURE TO DISCLOSE SUCH RENT, FEES, SERVICE CHARGES AND
21 ASSESSMENTS SHALL RENDER THEM VOID AND UNENFORCEABLE IN THE
22 COURTS OF THE COMMONWEALTH. INCREASES IN SUCH RENT, FEES,
23 SERVICE CHARGES AND ASSESSMENTS PAYABLE TO THE OWNER SHALL BE
24 UNENFORCEABLE UNTIL 30 DAYS AFTER NOTICE THEREOF HAS BEEN POSTED
25 IN THE PUBLIC PORTION OF THE COMMUNITY OFFICE OR OTHER
26 CONSPICUOUS AND READILY ACCESSIBLE PLACE IN THE MANUFACTURED
27 HOME COMMUNITY AND MAILED TO THE MANUFACTURED HOME LESSEE.
28 HOWEVER, RENT SHALL NOT BE INCREASED DURING THE TERM OF THE
29 LEASE.

30 (D) THE WRITTEN DISCLOSURE SHALL CONTAIN A COVER SHEET WITH

1 THE FOLLOWING STATEMENT IN 12-POINT, SANS-SERIF TYPE, EXCEPT THE
2 TERM "FIVE DAYS" IN THE FINAL PARAGRAPH OF THE NOTICE SHALL
3 APPEAR IN 16-POINT, SANS-SERIF, BOLD TYPE.

4 THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR
5 LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING OR
6 RENEWING OR SIGNING A NEW LEASE FOR A MANUFACTURED HOME
7 SPACE. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK
8 LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE
9 INFORMATION STATED IN THIS DOCUMENT.

10 THE STATEMENTS CONTAINED IN THIS DISCLOSURE ARE ONLY SUMMARY
11 IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL
12 REFERENCES, INCLUDING ALL LEASE OR RENTAL AGREEMENT DOCUMENTS
13 AS WELL AS ANY RULES AND REGULATIONS THAT HAVE BEEN
14 ESTABLISHED FOR THE MANUFACTURED HOME COMMUNITY. ORAL
15 REPRESENTATIONS SHOULD NOT BE RELIED ON AS CORRECTLY STATING
16 THE REPRESENTATIONS OF THE MANUFACTURED HOME COMMUNITY OWNER
17 OR OPERATOR. INSTEAD, YOU SHOULD REFER TO THE LEASE OR RENTAL
18 AGREEMENT AND REQUIRED DISCLOSURE DOCUMENTS FOR CORRECT
19 REPRESENTATIONS. YOU SHOULD ALSO REFER TO THE ACT OF NOVEMBER
20 24, 1976 (P.L.1176, NO.261), KNOWN AS THE MANUFACTURED HOME
21 COMMUNITY RIGHTS ACT, TO BECOME FAMILIAR WITH YOUR
22 OBLIGATIONS AND RIGHTS AS A MANUFACTURED HOME RESIDENT.

23 YOU HAVE FIVE CALENDAR DAYS FROM THE DATE YOU RECEIVED THIS
24 DOCUMENTATION TO CANCEL YOUR AGREEMENT IN WRITING TO THE
25 MANUFACTURED HOME COMMUNITY OWNER OR OPERATOR.

26 (E) ALL NEW LEASES, LEASE EXTENSIONS AND LEASE RENEWALS,
27 WHICH ARE FOR MORE THAN A 60-DAY PERIOD, SHALL CONTAIN THE
28 FOLLOWING FULL DISCLOSURES:

29 (1) THE MANNER IN WHICH UTILITY AND OTHER SERVICES,
30 INCLUDING, BUT NOT LIMITED TO, SEWAGE AND WASTE DISPOSAL, CABLE

1 TELEVISION, WATER SUPPLY AND STORM DRAINAGE, WILL BE PROVIDED,
2 AND THE ENTITY PROVIDING THEM. THE SERVICES AND THE LOT RENTAL
3 AMOUNT OR USER FEES CHARGED BY THE MANUFACTURED HOME COMMUNITY
4 OWNER FOR THE SERVICES PROVIDED BY THE MANUFACTURED HOME
5 COMMUNITY OWNER SHALL ALSO BE DISCLOSED.

6 (2) AN EXPLANATION OF THE MANNER IN WHICH THE MANUFACTURED
7 HOME SPACE RENTAL AMOUNT WILL BE INCREASED, INCLUDING, BUT NOT
8 LIMITED TO, NOTIFICATION TO THE MANUFACTURED HOME LESSEE AT
9 LEAST 60 DAYS IN ADVANCE OF THE INCREASE.

10 (3) DISCLOSURE OF ANY FACTORS THAT MAY AFFECT THE LOT RENTAL
11 AMOUNT, INCLUDING, BUT NOT LIMITED TO THESE FACTORS:

12 (I) WATER RATES.

13 (II) SEWER RATES.

14 (III) WASTE DISPOSAL RATES.

15 (IV) MAINTENANCE COSTS, INCLUDING COSTS OF DEFERRED
16 MAINTENANCE.

17 (V) MANAGEMENT COSTS.

18 (VI) PROPERTY TAXES.

19 (VII) MAJOR REPAIRS OR IMPROVEMENTS.

20 (VIII) ANY OTHER FEES, COSTS, ASSESSMENTS OR SERVICE CHARGES
21 THAT THE MANUFACTURED HOME LESSEE IS REQUIRED TO PAY OR THAT THE
22 MANUFACTURED HOME OWNER OR OPERATOR INTENDS TO CHARGE DURING THE
23 TERMS OF THE LEASE OR RENTAL AGREEMENT.

24 (4) DISCLOSURE OF THE MANNER IN WHICH THE PASS-THROUGH
25 CHARGES WILL BE ASSESSED.

26 (5) A REPORT OF THE UTILITY FEES CHARGED FOR THE
27 MANUFACTURED HOME SPACE PAID TO THE COMMUNITY OWNER BY A PRIOR
28 LESSEE DURING THE PREVIOUS 12 MONTHS.

29 (6) DISCLOSURE OF ALL SERVICE CHARGES CURRENTLY CHARGED FOR
30 SERVICES OFFERED WHICH THE MANUFACTURED HOME LESSEE MAY ELECT TO

1 INCUR AND THE MANNER IN WHICH THE FEES WILL BE INCREASED.

2 (7) ANY MANUFACTURED HOME COMMUNITY RULES AND REGULATIONS
3 THAT HAVE BEEN ESTABLISHED AND AN EXPLANATION OF THE MANNER IN
4 WHICH THE RULES AND REGULATIONS WILL BE SET, CHANGED OR
5 PROMULGATED.

6 (8) THE RENT HISTORY OF THE MANUFACTURED HOME SPACE FOR THE
7 THREE FULL CALENDAR YEARS IMMEDIATELY PRECEDING THE PROSPECTIVE
8 INITIAL RENTAL AGREEMENT DATE. THIS INFORMATION SHALL BE FOR
9 BASIC MANUFACTURED HOME SPACE RENTAL ONLY AND DOES NOT APPLY TO
10 OTHER FEES SUCH AS LATE CHARGES AND GUEST FEES. ADDITIONALLY,
11 THE CALCULATION OF RENT HISTORY SHALL BE POSTED IN THE PUBLIC
12 PORTION OF THE MANUFACTURED HOME COMMUNITY'S RENTAL OFFICE OR
13 OTHER CONSPICUOUS AND READILY ACCESSIBLE PLACE AND IN THE SAME
14 PLACE AS ANY RULES AND REGULATIONS THAT HAVE BEEN ESTABLISHED
15 FOR THE MANUFACTURED HOME COMMUNITY ARE POSTED.

16 (9) CITATIONS OR OTHER DOCUMENTS FROM FEDERAL, STATE OR
17 LOCAL GOVERNMENTAL AGENCIES WHICH REQUIRE THE MANUFACTURED HOME
18 COMMUNITY OWNER TO TAKE CORRECTIVE ACTION, INCLUDING CITATIONS
19 FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION REGARDING WATER
20 AND SEWAGE. SUCH INFORMATION SHALL ALSO BE POSTED WITHIN THE
21 COMMUNITY IN THE SAME PLACE AS MANUFACTURED HOME COMMUNITY RULES
22 AND REGULATIONS ARE DISPLAYED UNTIL THE CORRECTIVE ACTION HAS
23 BEEN COMPLETED.]

24 SECTION 4. THE ACT IS AMENDED BY ADDING A SECTION TO READ:

25 SECTION 6.1. DISCLOSURE OF FEES.--(A) (1) ALL RENT, FEES,
26 SERVICE CHARGES AND ASSESSMENTS, UTILITY CHARGES FOR WATER,
27 SEWER, TRASH, INTERNET, CABLE, ELECTRICITY AND FUEL AND NOTICE
28 OF ANY OTHER CHARGES FOR WHICH THE LESSEE MAY BE RESPONSIBLE
29 SHALL BE FULLY DISCLOSED IN WRITING TO A PROSPECTIVE
30 MANUFACTURED HOME LESSEE PRIOR TO THE MANUFACTURED HOME

1 COMMUNITY OWNER'S OR OPERATOR'S ACCEPTANCE OF ANY INITIAL
2 DEPOSIT, FEE OR RENT AND BEFORE EXECUTION OF THE MANUFACTURED
3 HOME SPACE LEASE.

4 (2) ALL LEASES FOR PROSPECTIVE LESSEES SHALL CONTAIN THE
5 FOLLOWING FULL DISCLOSURES:

6 (I) THE MANNER IN WHICH ALL FEES AND CHARGES ENUMERATED IN
7 PARAGRAPH (1) AND ALL OTHER SERVICES, INCLUDING, BUT NOT LIMITED
8 TO, SEWAGE AND WASTE DISPOSAL, WATER SUPPLY AND STORM DRAINAGE,
9 WILL BE PROVIDED AND THE IDENTITY OF THE ENTITY PROVIDING THEM.

10 (II) AN EXPLANATION OF THE MANNER IN WHICH THE MANUFACTURED
11 HOME SPACE RENTAL AMOUNT WILL BE INCREASED, INCLUDING, BUT NOT
12 LIMITED TO, NOTIFICATION TO THE MANUFACTURED HOME LESSEE AT
13 LEAST 60 DAYS IN ADVANCE OF THE INCREASE.

14 (III) A REPORT OF THE UTILITY FEES CHARGED FOR THE
15 MANUFACTURED HOME SPACE DURING THE PREVIOUS 12 MONTHS.

16 (IV) DISCLOSURE OF ALL CHARGES CURRENTLY ASSESSED FOR
17 SERVICES THAT THE MANUFACTURED HOME LESSEE MAY ELECT TO INCUR
18 AND THE MANNER IN WHICH THE COMMUNITY OWNER WILL INCREASE THESE
19 FEES.

20 (V) THE RENT HISTORY OF THE MANUFACTURED HOME SPACE FOR THE
21 THREE FULL CALENDAR YEARS IMMEDIATELY PRECEDING THE PROSPECTIVE
22 RENTAL AGREEMENT DATE. THIS INFORMATION SHALL BE FOR BASIC
23 MANUFACTURED HOME SPACE RENTAL ONLY AND DOES NOT APPLY TO OTHER
24 FEES SUCH AS LATE CHARGES AND GUEST FEES.

25 (VI) COMMUNITY RULES AND REGULATIONS AND AN EXPLANATION OF
26 THE MANNER IN WHICH THE RULES AND REGULATIONS WILL BE SET,
27 CHANGED OR PROMULGATED.

28 (VII) CITATIONS OR OTHER DOCUMENTS FROM FEDERAL, STATE OR
29 LOCAL GOVERNMENTAL AGENCIES WHICH REQUIRE THE MANUFACTURED HOME
30 COMMUNITY OWNER TO TAKE CORRECTIVE ACTION, INCLUDING CITATIONS

1 FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION REGARDING WATER
2 AND SEWAGE. UNTIL THE MANUFACTURED HOME COMMUNITY OWNER TAKES
3 CORRECTIVE ACTION AND SUCH ACTION IS APPROVED BY THE AGENCY THAT
4 ISSUED THE CITATION, SUCH INFORMATION SHALL ALSO BE POSTED
5 WITHIN THE COMMUNITY IN THE SAME PLACE AS MANUFACTURED HOME
6 COMMUNITY RULES AND REGULATIONS ARE DISPLAYED.

7 (B) REGARDING ALL PROPOSED LEASE EXTENSIONS OR RENEWALS FOR
8 CURRENT MANUFACTURED HOME COMMUNITY RESIDENTS, THE MANUFACTURED
9 HOME COMMUNITY OWNER OR OPERATOR SHALL FULLY DISCLOSE IN WRITING
10 14 DAYS BEFORE EXPIRATION OF THE CURRENT LEASE ALL CHANGES THAT
11 OCCURRED WITH FEES, CHARGES, ASSESSMENTS AND INFORMATION
12 ENUMERATED IN SUBSECTION (A) (2) AND ALL PROPOSED CHANGES
13 REGARDING FEES, CHARGES, ASSESSMENTS AND INFORMATION ENUMERATED
14 IN SUBSECTION (A) (2).

15 (C) THE MANUFACTURED HOME COMMUNITY OWNER MAY REQUIRE THAT
16 THE PROSPECTIVE LESSEE OR CURRENT LESSEE ACKNOWLEDGE, IN
17 WRITING, RECEIPT OF A COPY OF THE REQUIRED DISCLOSURE AND THE
18 MANUFACTURED HOME COMMUNITY RULES AND REGULATIONS SO LONG AS
19 THESE DOCUMENTS ARE IDENTIFIED CLEARLY IN THE ACKNOWLEDGMENT.
20 THE ACKNOWLEDGMENT SHALL INDICATE NOTHING MORE THAN THAT THE
21 DOCUMENTS IDENTIFIED IN THE ACKNOWLEDGMENT HAVE BEEN RECEIVED BY
22 THE LESSEE.

23 (D) THE WRITTEN DISCLOSURE SHALL CONTAIN A COVER SHEET WITH
24 THE FOLLOWING STATEMENT IN 12-POINT, SANS-SERIF TYPE, EXCEPT THE
25 TERM "FIVE DAYS" IN THE FINAL PARAGRAPH OF THE NOTICE SHALL
26 APPEAR IN 16-POINT, SANS-SERIF, BOLD TYPE:

27 THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR
28 LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING OR
29 RENEWING OR SIGNING A NEW LEASE FOR A MANUFACTURED HOME
30 SPACE. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK

1 LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE
2 INFORMATION STATED IN THIS DOCUMENT. THE STATEMENTS CONTAINED
3 IN THIS DISCLOSURE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE
4 LESSEE SHOULD REFER TO ALL REFERENCES, INCLUDING ALL LEASE OR
5 RENTAL AGREEMENT DOCUMENTS AS WELL AS ANY RULES AND
6 REGULATIONS THAT HAVE BEEN ESTABLISHED FOR THE MANUFACTURED
7 HOME COMMUNITY. ORAL REPRESENTATIONS SHOULD NOT BE RELIED ON
8 AS CORRECTLY STATING THE REPRESENTATIONS OF THE MANUFACTURED
9 HOME COMMUNITY OWNER OR OPERATOR. INSTEAD, YOU SHOULD REFER
10 TO THE LEASE OR RENTAL AGREEMENT AND REQUIRED DISCLOSURE
11 DOCUMENTS FOR CORRECT REPRESENTATIONS. YOU SHOULD ALSO REFER
12 TO THE ACT OF NOVEMBER 24, 1976 (P.L.1176, NO.261), KNOWN AS
13 THE MANUFACTURED HOME COMMUNITY RIGHTS ACT, TO BECOME
14 FAMILIAR WITH YOUR OBLIGATIONS AND RIGHTS AS A MANUFACTURED
15 HOME RESIDENT. YOU HAVE FIVE CALENDAR DAYS FROM THE DATE YOU
16 RECEIVED THIS DOCUMENTATION TO CANCEL YOUR LEASE AGREEMENT IN
17 WRITING TO THE MANUFACTURED HOME COMMUNITY OWNER OR OPERATOR.
18 (E) FAILURE TO DISCLOSE INFORMATION SPECIFIED IN SUBSECTIONS
19 (A) (2) AND (B) SHALL RENDER THE LEASE VOID AND UNENFORCEABLE IN
20 THE COURTS OF THE COMMONWEALTH.

21 SECTION 5. SECTION 13(B) AND (F) OF THE ACT, AMENDED OCTOBER
22 19, 2010 (P.L.546, NO.80), ARE AMENDED TO READ:

23 SECTION 13. DAMAGES.--* * *

24 (B) IF DISCLOSURE AS REQUIRED BY SECTION [6] 6.1 WAS NOT
25 PROVIDED TO THE MANUFACTURED HOME COMMUNITY PROSPECTIVE FIRST-
26 TIME LESSEE PRIOR TO EXECUTION OF THE MANUFACTURED HOME SPACE
27 RENTAL AGREEMENT OR PRIOR TO INITIAL OCCUPANCY OF A MANUFACTURED
28 HOME, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE DURING THE
29 FIRST YEAR OF OCCUPANCY UNTIL FIVE CALENDAR DAYS AFTER THE
30 RECEIPT OF THE DISCLOSURE BY THE LESSEE.

1 * * *

2 (F) A MANUFACTURED HOME LESSEE WHO CHOOSES NOT TO ENTER INTO
3 A NEW, RENEWED OR EXTENDED RENTAL AGREEMENT SHALL HAVE 60 DAYS
4 FROM THE DATE OF NOTIFICATION OF INTENT TO VACATE THE
5 MANUFACTURED HOME COMMUNITY TO ENTER INTO CONTRACT TO SELL OR TO
6 RELOCATE THE MANUFACTURED HOME. NO INCREASED RENT FEE OR LEASE
7 CHARGE SHALL APPLY DURING THIS PERIOD. SO LONG AS THE
8 MANUFACTURED HOME COMMUNITY OWNER OR OPERATOR COMPLIED WITH
9 DISCLOSURE AS PROVIDED IN SECTION [6] 6.1, THE MANUFACTURED HOME
10 LESSEE WHO DOES NOT ENTER INTO A NEW, EXTENDED OR RENEWED RENTAL
11 AGREEMENT SHALL NOT BE ENTITLED TO RELOCATION COSTS.

12 SECTION 6. THE ADDITION OF SECTION 4.1(D) OF THE ACT SHALL
13 APPLY TO LEASES ENTERED INTO OR RENEWED ON OR AFTER THE
14 EFFECTIVE DATE OF THIS SECTION.

15 SECTION 7. THIS ACT SHALL TAKE EFFECT IN 60 DAYS.