

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1796 Session of
1993

INTRODUCED BY HARLEY, NYCE, SERAFINI, BARLEY, TRELLO, TRICH,
SEMMELE, GERLACH, STEIL, CLYMER AND DRUCE, JUNE 15, 1993

REFERRED TO COMMITTEE ON URBAN AFFAIRS, JUNE 15, 1993

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 further providing for evictions, for park rules and
5 regulations, for maintenance and repairs, for underskirting
6 and tie-down equipment and for overnight guests; and
7 providing for sale of manufactured homes and for sewer and
8 water facilities.

9 The General Assembly of the Commonwealth of Pennsylvania
10 hereby enacts as follows:

11 Section 1. The title and section 1 of the act of November
12 24, 1976 (P.L.1176, No.261), known as the Mobile Home Park
13 Rights Act, are amended to read:

14 AN ACT

15 Providing for the rights and duties of [mobile] manufactured
16 home owners or operators and [mobile] manufactured home
17 residents.

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

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

2 Section 1.1. Legislative Purpose.--An increasing number of
3 citizens of this Commonwealth live in manufactured homes and
4 many of these citizens reside in manufactured housing
5 communities. Because of the growing number of problems and
6 complaints dealing with various aspects of living in
7 manufactured housing communities and because of the unique
8 nature of manufactured housing, residents of manufactured
9 housing communities need the protection of the Manufactured
10 Housing Community Rights Act. In addition, due to the
11 significant and increasing costs of moving manufactured homes,
12 the potential for damage to the homes through moving as a result
13 of their design, and the inability of manufactured homeowners to
14 find comparable space in other manufactured home communities in
15 the Commonwealth, the legislature finds and declares that it is
16 necessary to provide the owners of manufactured homes located
17 within a manufactured home community reasonable protection from
18 constructive eviction as a result of the termination of a lease.

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

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

21 ["Mobile home" means a transportable, single-family dwelling
22 unit intended for permanent occupancy and constructed as a
23 single unit, or as two or more units designed to be joined into
24 one integral unit capable of again being separated for repeated
25 towing, which arrives at a site complete and ready for occupancy
26 except for minor and incidental unpacking and assembly
27 operations, and constructed so that it may be used without a
28 permanent foundation.]

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

1 "Capricious" means tyrannical, despotic, without fair, solid
2 and substantial cause.

3 "Designated dealer" means any retailer, distributor,
4 wholesaler or manufacturer from which a manufactured home
5 community owner or his agent requires the purchase of a
6 manufactured home or equipment.

7 "Manufactured home" means a transportable single-family
8 dwelling unit containing plumbing, heating and/or cooling and
9 electrical systems intended for permanent occupancy constructed
10 as a single unit or as two or more units designed to be joined
11 into one integral unit which is built on a permanent chassis and
12 designed to be used as a dwelling with or without a permanent
13 foundation when connected to the required utilities.

14 ["Mobile home park"] "Manufactured home community" means any
15 site, lot, field or tract of land, privately or publicly owned
16 or operated, upon which three or more [mobile] manufactured
17 homes, occupied for dwelling or sleeping purposes, are or are
18 intended to be located, regardless of whether or not a charge is
19 made for such accommodation.

20 "[Mobile] Manufactured home resident" means an owner of a
21 [mobile] manufactured home who leases or rents space in a
22 [mobile home park] manufactured home community. The term does
23 not include a person who rents or leases a [mobile] manufactured
24 home.

25 "[Mobile] Manufactured home space" means a plot of ground
26 within a [mobile home park] manufactured home community designed
27 for the accommodation of one [mobile] manufactured home.

28 "Rent" means ground rent for a [mobile] manufactured home
29 site.

30 "Service charges" means charges for electricity, gas service

1 which is underground and piped directly to individual units
2 within the [park] community, trash removal, sewage and water.

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

5 (1) Nonpayment of rent.

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

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

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

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

15 (1) A resident shall not be evicted [by] for any self-help
16 measure[.] which shall include the formation of or participation
17 in any manufactured housing community association whose purpose
18 is to promote the rights of residents living in manufactured
19 housing whether the association is a community association or a
20 State or county association.

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

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

1 given on or after September 1 and before April 1 or an
2 additional nonpayment of rent occurring within six months of the
3 giving of the notice may result in immediate eviction
4 proceedings.

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

15 (iii) At the time of the initiation of any eviction
16 proceeding, the owner of the manufactured home community shall
17 notify the resident in writing of their right to file a
18 complaint with the office of the manufactured housing ombudsman
19 if they feel the eviction is not justified. The notice shall
20 also inform the resident that the filing of the complaint shall
21 stay the eviction proceeding pending the completion of an
22 investigation by the manufactured housing ombudsman on the merit
23 and legality of the proposed eviction and a subsequent ruling by
24 the ombudsman concerning it.

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

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

Section 3.1. Termination of Tenancy; Recovery of Premises by

Owner.--(a) The owner of a manufactured home community shall not be entitled to the recovery of the manufactured home space upon the termination of a lease with a resident regardless of the term of the lease, provided the resident:

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

(2) is paying the rent due and any Consumer Price Index rent increases plus any other rental increases as provided for in section 5 of the act of _____, 19 ____ (P.L. _____, No. _____), known as the "Manufactured Housing Ombudsman and Hearing Board Act"; and

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

(b) 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 for by section 3.

(2) At the expiration of a lease, provided the resident determines that he or she no longer desires to reside in the community and so notifies the owner in writing.

Section 3.2. Leases.--(a) Every resident of a manufactured home community shall be provided the option of a one-year lease.

Leases for a period exceeding one year, or for a period less than one year, including month-to-month leases, are also

permitted subject to approval in writing by a resident. All

residents choosing a lease for any period of time less than one year, must sign a form indicating they were offered a one-year

lease and voluntarily chose a lease of a lesser duration. A copy of the signed form shall be given to the resident and one copy

1 shall be retained by the owner of the community. All leases,
2 regardless of duration, must be in writing and no resident shall
3 be required to sign a lease containing any provision with which
4 he or she does not agree nor shall the resident be required to
5 sign a lease with blank spaces to be filled in by the owners of
6 a manufactured home community at a future date. Oral leases of
7 any duration are invalid. Disputes over the interpretation of
8 lease provisions are subject to review by the manufactured
9 housing ombudsman pursuant to the act of (P.L. , No.),
10 known as the "Manufactured Housing Ombudsman and Hearing Board
11 Act."

12 (b) All written leases shall contain the following
13 statement:

14 "TERMINATION OF TENANCY:

15 RECOVERY OF PREMISES BY OWNER

16 The owner of a manufactured home community shall not be
17 entitled to the recovery of the manufactured home space,
18 provided the resident:

19 (1) is complying with the rules of the manufactured home
20 community;

21 (2) is paying the rent due plus any other rental
22 increases as provided for in section 5 of the act of
23 , 19 (P.L. , No.), known as the
24 "Manufactured Housing Ombudsman and Hearing Board Act"; and

25 (3) desires to continue living in the manufactured
26 housing community."

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

29 (1) When a resident is legally evicted as provided by this
30 act.

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

4 Section 5. Sections 4, 5, 6, 7, 8 and 9 of the act are
5 amended to read:

6 Section 4. [Park] Community Rules and Regulations.--(a) The
7 owner or operator of a [mobile home park] manufactured home
8 community may at any time establish fair and reasonable rules
9 and regulations reasonably related to the health, or safety of
10 residents in the [park] community or to the upkeep of the [park,
11 provided such rules and regulations] community, provided the
12 rules and regulations are not arbitrary or capricious and are
13 included in any written lease and delivered to existing
14 residents and are posted in a conspicuous and readily accessible
15 place in the [mobile home park.] manufactured home community.
16 Where a residents association exists within the manufactured
17 home community, proposed rules and regulations shall be
18 submitted to the residents association, in addition to being
19 submitted to each resident, for review and comment prior to
20 their going into effect. The residents association shall have 45
21 days from receipt to submit their comments in writing to the
22 manufactured home community owner. No rule, however, shall
23 prevent the placement of any sign, either on the property or on
24 the manufactured home, advertising the manufactured home for
25 sale.

26 (b) Where rules and regulations posted according to
27 provisions of this section are considered by a majority of the
28 manufactured home residents to be unreasonable, a petition
29 signed by at least 51% of the manufactured home residents,
30 listing the rules and regulations considered unreasonable, along

1 with reasons why, may be submitted by the manufactured home
2 residents to the Bureau of Consumer Protection in the Office of
3 Attorney General. The Bureau of Consumer Protection shall rule
4 on the reasonableness of the rules or regulations in question
5 within 90 days of receipt of the petition from the manufactured
6 home residents. If the Bureau of Consumer Protection determines
7 that a rule or regulation is unreasonable, it shall order the
8 owner or owners of a manufactured home community to rescind the
9 rule or regulation. The Bureau of Consumer Protection may also
10 advise the owner or owners of a manufactured home community with
11 respect to any modification of any proposed rule or regulation.

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

1 office of the manufactured housing ombudsman attesting to the
2 fact that prior to signing a lease, the prospective lessee was
3 provided the information required by this section and in
4 addition to that, all provisions of this section have been
5 complied with by the manufactured housing community owner. A
6 copy of this signed form shall be given to the prospective
7 lessee and a copy of the form shall be retained by the
8 manufactured housing community owner for review by the office of
9 the manufactured housing ombudsman. A copy of the following
10 notice shall also be reproduced in capital typewritten letters
11 or in ten-point boldface print and given to each resident upon
12 entering into the lease.

13 "IMPORTANT NOTICE REQUIRED BY LAW

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

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

28 You may not be evicted except for any of the following
29 reasons:

30 (1) Nonpayment of rent.

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

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

6 (4) Termination of [mobile home park.] manufactured home
7 community.

8 If evicted for reason (2) above, you shall have six
9 months following the eviction proceedings to remove the
10 manufactured home from the manufactured home community.

11 If evicted for reasons (3) or (4) above, no one may be
12 evicted until the expiration of the term of their lease in
13 effect at the time.

14 At the time of initiation of any eviction proceeding, the
15 owner of the manufactured housing community shall notify you
16 in writing of your right to file a complaint with the office
17 of the manufactured housing ombudsman if you feel the
18 eviction is not justified. The notice shall also inform you
19 that the filing of the complaint shall stay the eviction
20 proceeding pending the completion of an investigation by the
21 manufactured housing ombudsman on the merit and legality of
22 the proposed eviction and a subsequent ruling by the
23 ombudsman concerning it.

24 You shall only be evicted in accordance with the
25 following procedure:

26 (1) A resident shall not be evicted [by] for any self-
27 help measure[.] which shall include the formation of or
28 participation in any manufactured housing community
29 association whose purpose is to promote the rights of
30 residents living in manufactured housing whether the

1 association is a community association or a State or county
2 association.

3 (2) At the time of commencement of any eviction
4 proceeding, the [mobile home park] manufactured home
5 community owner shall notify you in writing of the particular
6 breach or violation of the lease or [park] community rules by
7 certified or registered mail.

8 (i) In the case of nonpayment of rent, the notice shall
9 state that an eviction proceeding may be commenced if the
10 [mobile] manufactured home resident does not pay the overdue
11 rent within 20 days from the date of service if the notice is
12 given on or after April 1 and before September 1, and 30 days
13 if given on or after September 1 and before April 1 or an
14 additional nonpayment of rent occurring within six months of
15 the giving of the notice may result in immediate eviction
16 proceedings.

17 (ii) In the case of a breach of the lease or violation
18 of the [park] community rules, other than nonpayment of rent,
19 the notice shall describe the particular breach or violation.
20 No eviction action shall be commenced unless you have been
21 notified as required by this section, and upon a second or
22 subsequent violation or breach occurring within six months,
23 the [mobile home park] manufactured home community owner may
24 commence eviction proceedings at any time within 60 days of
25 the last violation or breach.

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

30 In addition, no eviction proceeding for nonpayment of

rent may be commenced against you until you have received notice by certified or registered mail of the nonpayment and have been given to pay the overdue rent 20 days from the date of service if the notice is given on or after April 1 and before September 1, and 30 days if given on or after September 1 and before April 1. However, only one notice of overdue rent is required to be sent to you during any six-month period. If a second or additional violation occurs within six months from the date of the first notice then eviction proceedings may be immediately started against you.

You are entitled to contact the office of the manufactured housing ombudsman to file a complaint with respect to the following:

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

(2) Disputes with owners and managers of manufactured housing communities over the interpretation of provisions contained in this act.

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

(4) The reasonableness of rules and regulations promulgated by manufactured housing community owners pursuant to this act.

(5) Environmental concerns including, but not limited to, the provisions of safe drinking water and proper sewage disposal.

(6) Interpretation of provisions of lease agreements.

(7) The reasonableness of proposed rent increases.

1 (8) The reasonableness of pending eviction procedures.

2 You are entitled to purchase goods or services, including
3 the manufactured home itself, from a seller of your choice
4 and the [park] community owner shall not restrict your right
5 to do so.

6 With respect to maintenance and repairs of manufactured
7 homes, you, as a manufactured home resident shall have the
8 right to engage the services of an experienced professional
9 contractor of your choice or, where feasible, you may perform
10 the needed work yourself or engage the services of a
11 nonprofessional, provided performing such work yourself or by
12 a nonprofessional is not prohibited by any municipal building
13 or housing codes and further provided the individual or
14 individuals performing the work is capable of performing the
15 work in a safe and professional manner while maintaining the
16 aesthetic quality of the manufactured home and its
17 surroundings.

18 If you desire to sell your [mobile] manufactured home,
19 the [mobile home park] manufactured home community owner may
20 not prevent the sale and may not claim any fee in connection
21 therewith, unless there exists a separate written fee
22 agreement. However, the [mobile home park] manufactured home
23 community owner may reserve the right to approve the
24 purchaser as a resident in the [mobile home park.]
25 manufactured home community, subject to all applicable
26 provisions of the Fair Housing Act (Public Law 90-284, 42
27 U.S.C. § 3601 et seq.).

28 Enforcement of the [Mobile Home Park] Manufactured Home
29 Community Rights Act is by the Attorney General of the
30 Commonwealth of Pennsylvania or the District Attorney of the

1 county in which the [mobile home park] manufactured home
2 community is located. You may also bring a private cause of
3 action. If your rights are violated you may contact the State
4 Bureau of Consumer Protection or your local District
5 Attorney."

6 Section 5. Underskirting and Tie-down Equipment.--A [mobile
7 home park] manufactured home community owner or operator may
8 designate the type of material or manner of installation for
9 underskirting, awnings, porches, fences or other additions and
10 alterations to the exterior of the [mobile] manufactured home
11 and tie-down equipment used in a [mobile] manufactured home
12 space in order to insure the safety and good appearance of the
13 [mobile home park] manufactured home community, but under no
14 circumstances may a resident be required to purchase such
15 equipment from a supplier designated by the [park] community
16 owner or operator. The owner of a manufactured home community
17 may not order subsequent changes to the underskirting, awnings,
18 porches, fences or other additions or alterations to the
19 exterior of the manufactured home and tie-down equipment
20 following the initial installation by a manufactured home
21 resident at the request of a manufactured home owner, except for
22 the purpose of replacing damaged items which pose a threat to
23 the public safety of residents and visitors or which, in their
24 damaged condition, negatively affect the aesthetic quality of
25 the manufactured home and its surroundings.

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

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

7 (b) Any fee charged to a resident by the owner of a
8 manufactured home community or a subsidiary company, for trash
9 removal, sewage disposal, water, electric, oil, gas or other
10 utility type service, shall not unreasonably exceed the rate
11 paid by customers of private companies or corporations regulated
12 by the Pennsylvania Public Utility Commission, or municipal
13 authorities or municipalities in the same geographic area for
14 similar services.

15 Section 7. Appliance Installation Fees.--No [mobile home
16 park] manufactured home community owner or operator may restrict
17 the making of any interior improvements in a [mobile]
18 manufactured home so long as such improvements are in compliance
19 with applicable building codes and other provisions of law; nor
20 may he restrict the installation, service or maintenance of an
21 electric or gas appliance in a [mobile] manufactured home or
22 charge any fee for such installation unless the fee reflects the
23 actual cost to the [mobile home park] manufactured home
24 community owner or operator of such installation or its use.

25 Section 8. Entrance and Exit Fees[.---]; Condition Leases.--

26 (a) Entrance and exit fees may not be charged.

27 (b) The owner or developer of a new manufactured housing
28 community has the exclusive right to designate the homes which
29 may be purchased for the first placement only and except in this
30 case no manufactured home community owner or agent or other

1 person acting on behalf of the owner shall require a resident or
2 prospective resident to purchase any equipment or a manufactured
3 home from the owner or a designated dealer as a condition to
4 lease a manufactured home community space.

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

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

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

24 Section 9.1. Removal of Certain Parts.--No manufactured home
25 community owner or manager may remove or cause to be removed the
26 axles, wheels and/or tires from a manufactured home when the
27 home is set up in the community without the written consent of
28 the manufactured home owner. When the removal is required by the
29 community rules and regulations, and the owner or manager takes
30 possession of these items when removed for storage purposes, the

1 owner or manager of the manufactured home community shall
2 provide the manufactured home owner with a signed written
3 receipt that they were removed with the homeowner's permission
4 and such receipt shall also include the location where they are
5 to be stored and the value of the items as determined by the
6 manufacturer of the manufactured home. These items shall not be
7 subsequently sold by the community owner or manager unless the
8 sale and the sale price, is first approved by the manufactured
9 home owner who owns the items. If the sale is approved by the
10 owner, and the items are subsequently sold, the money received
11 from the sale, as agreed to by the home owner, shall be paid
12 immediately to the manufactured home owner and the manufactured
13 home owner shall be given a copy of the bill of sale.

14 Section 7. Sections 10 and 11 of the act are amended to
15 read:

16 Section 10. Other Fees.--In accordance with a resident's
17 right to invite to his dwelling unit such social and business
18 visitors as he wishes, no fee may be charged for overnight
19 visitors or guests occupying a resident's [mobile] manufactured
20 home. However, if such overnight visitors or guests so
21 frequently remain overnight for residential purposes so as to
22 increase [the number of persons normally living in said unit]
23 the costs of services provided to that home by the owner of the
24 manufactured home community, as part of the monthly site fee,
25 including, but not limited to, sewer and water service, and the
26 increased costs to the owner of the community can be documented,
27 the owner or operator of a [mobile home park may revise the rent
28 due to conform to the rent paid by other residents with a like
29 number of members in their household.] manufactured home
30 community may charge the resident an additional monthly fee

1 equal to the additional costs incurred. The owner of a
2 manufactured home community may not require the registration of
3 overnight guests.

4 Section 11. Sale of [Mobile] Manufactured Homes.--Any rule,
5 regulation or condition of a lease purporting to prevent the
6 sale or advertisement of the sale of a [mobile] manufactured
7 home belonging to a resident shall be void and unenforceable in
8 the courts of the Commonwealth. The [mobile home park]
9 manufactured home community owner or operator may reserve the
10 right to approve the purchaser of said [mobile] manufactured
11 home as a resident, but such approval may not be unreasonably
12 withheld. Any claim for a fee or commission in connection with
13 the sale of such [mobile] manufactured home shall be void and
14 unenforceable unless the claimant shall in fact have acted as a
15 bona fide licensed [mobile] manufactured home sales agent for
16 the [mobile] manufactured home owner pursuant to a separate
17 written fee agreement.

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

19 Section 11.1. Sale of Manufactured Homes.--(a) (1)
20 Approval of a prospective purchaser cannot be withheld if the
21 purchaser has the financial ability to pay the rent and charges
22 of the manufactured home community. In determining whether the
23 purchaser has the financial ability to pay the rent and charges,
24 the management shall not require the purchaser to submit copies
25 of any personal income tax returns in order to obtain approval
26 for residency in the manufactured home community. However,
27 management may require the purchaser to document the amount and
28 source of his or her gross monthly income or means of financial
29 support.

30 (2) Within 15 business days of receiving all the information

1 requested from the prospective homeowner, the management shall
2 notify the seller and the prospective homeowner in writing of
3 either acceptance or rejection of the application and the reason
4 if rejected. During this fifteen-day period, the prospective
5 homeowner shall comply with the management's request, if any,
6 for a personal interview. If the approval of a prospective
7 homeowner is withheld for any reason other than those stated in
8 this act, the management and/or manufactured home community
9 owner shall be held liable for all damages resulting therefrom.

10 (b) No owner of a manufactured home community shall require
11 a resident who sells a manufactured home located in the
12 manufactured home community to remove that home from that
13 community upon the sale because of the age of the home, provided
14 the home is in such condition that it would not be injurious to
15 the health, welfare and safety of a prospective purchaser. Any
16 manufactured home located in a manufactured home community shall
17 be presumed to meet this test if it was constructed in
18 accordance with any nationally recognized building or
19 construction codes or standards. It shall be the burden of the
20 manufactured home community owner to prove that a home for sale
21 would be injurious to the health, welfare and safety of a
22 prospective purchaser. In such case, the owner shall be given
23 the option of making improvements to correct any existing safety
24 deficiencies or removing the home.

25 (c) No improvements to any manufactured home prior to sale
26 may be required by any owner of a manufactured home community
27 unless those improvements are directly related to conditions
28 which need to be improved in order to insure the health, welfare
29 and safety of a prospective purchaser. Improvements for
30 aesthetic reasons are strictly prohibited.

1 (d) The inspection of a manufactured home prior to its sale
2 that may be required by the owners of a manufactured home
3 community is only an inspection to insure the structural
4 integrity of the load-bearing segments of the home or to inspect
5 items directly affecting the health, welfare and safety of a
6 prospective purchaser. The inspection may not be made by the
7 owners of any manufactured home community, the management or
8 their agents. Such inspection shall only be made by a qualified
9 inspector, knowledgeable in manufactured housing construction
10 and installation and selected by the owner of the manufactured
11 home.

12 (e) No manufactured home located in a manufactured home
13 community that has been sold to someone and occupied for any
14 length of time may be resold to another individual as new.
15 Prospective purchasers shall be informed of the fact that a home
16 was sold previously and, in the case of multiple sales, shall be
17 given the dates of same and the length of occupancy by the
18 purchasers. No such home may be subsequently titled as an "A"
19 title home from the Department of Transportation if sold
20 previously and occupied for any length of time.

21 (f) All sales are subject to applicable provisions of the
22 Fair Housing Act (Public Law 90-284, 42 U.S.C. § 3601 et seq.).

23 Section 11.2. Sewer and Water Facilities.--(a) Manufactured
24 home communities providing on site sewer and/or water service to
25 residents shall comply with all applicable provisions of the
26 following statutes:

27 (1) Act of June 22, 1937 (P.L.1987, No.394), known as "The
28 Clean Streams Law."

29 (2) Act of January 24, 1966 (1965 P.L.1535, No.537), known
30 as the "Pennsylvania Sewage Facilities Act."

1 (3) Act of May 1, 1984 (P.L.206, No.43), known as the
2 "Pennsylvania Safe Drinking Water Act."

3 (b) Manufactured home community owners within 30 days of the
4 effective date of this section shall notify the Department of
5 Environmental Resources of the fact that they provide residents
6 with water service and/or sewage disposal service and request an
7 inspection by the Department of Environmental Resources to
8 insure that all applicable requirements of the acts listed under
9 subsection (a) are presently being complied with by that
10 manufactured home community.

11 (c) Those manufactured home communities that are found to be
12 in compliance with all requirements of the acts listed under
13 subsection (a), following the inspection by the Department of
14 Environmental Resources, shall be issued a certificate of
15 compliance by the Department of Environmental Resources which
16 shall be available for inspection upon request by community
17 residents or prospective lessees. Those manufactured home
18 communities not meeting one or more of the requirements of the
19 acts listed under subsection (a) shall be given 90 days to
20 comply. Additional time may be granted by the Department of
21 Environmental Resources if warranted.

22 (d) The Department of Environmental Resources shall prepare
23 and adopt regulations necessary to carry out the provisions of
24 this section which may include inspection fees to cover the
25 administrative costs associated with the enforcement of the
26 provisions of this section.

27 Section 9. Sections 12 and 13 of the act are amended to
28 read:

29 Section 12. Waiver of Rights.--The rights and duties of
30 [mobile home park] manufactured home community owners and

1 operators and the [mobile] manufactured home residents may not
2 be waived by any provisions of a written or oral agreement. Any
3 such agreement attempting to limit these rights shall be void
4 and unenforceable in the courts of the Commonwealth.

5 Section 13. [Damages.--Any mobile home park owner, operator
6 or resident aggrieved by a violation of their rights under this
7 act may institute a private cause of action to recover damages,
8 or for treble damages where so provided in this act, or for
9 restitution in any appropriate court of initial jurisdiction
10 within the Commonwealth.] Damages and Civil Penalties.--(a)
11 Persons who violate this act shall pay a civil penalty of \$1,000
12 for each violation of this act plus costs of litigation.

13 (b) Any person aggrieved by a violation of this act may
14 institute a private cause of action to recover three times the
15 damages plus the costs of suit and attorney fees caused by such
16 violation of this act.

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

18 Section 14.1. Fair Housing Act Compliance.--All manufactured
19 housing communities governed by this act shall comply with all
20 applicable provisions of the Fair Housing Act (Public Law 90-
21 284, 42 U.S.C. § 3601 et seq.).

22 Section 11. Sections 15 and 16 of the act are amended to
23 read:

24 Section 15. Enforcement.--(a) The Attorney General shall
25 have the power and it shall be his duty to enforce the
26 provisions of this act, but in no event shall an individual be
27 prohibited or otherwise restricted from initiating a private
28 cause of action pursuant to any right or remedy conferred by
29 this act.

30 (b) Violation of this act shall constitute a violation of

1 the act of December 17, 1968 (P.L.1224, No.387), known as the
2 "Unfair Trade Practices and Consumer Protection Law."

3 Section 16. Retaliatory Evictions.--Any action by a [mobile
4 home park] manufactured home community owner or operator to
5 recover possession of real property from a [mobile home park]
6 manufactured home community resident or to change the lease
7 within six months of a resident's assertion of his rights under
8 this act or any other legal right shall raise a presumption that
9 such action constitutes a retaliatory and unlawful eviction by
10 the owner or operator and is in violation of this act. Such a
11 presumption may be rebutted by competent evidence presented in
12 any appropriate court of initial jurisdiction within the
13 Commonwealth.

14 Section 12. This act shall take effect in 60 days.