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THE GENERAL ASSEMBLY OF PENNSYLVANIA

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HOUSE BILL

No. 3017 Session of  
2006

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INTRODUCED BY MCGILL, CALTAGIRONE, CREIGHTON, DALEY, DALLY,  
FICHTER, FLAHERTY, GRUCELA, HARPER, JAMES, MYERS, PALLONE,  
E. Z. TAYLOR AND YOUNGBLOOD, OCTOBER 17, 2006

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REFERRED TO COMMITTEE ON CONSUMER AFFAIRS, OCTOBER 17, 2006

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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 disclosure of fees; and making  
5 editorial changes.

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

8 Section 1. The title and section 1 of the act of November  
9 24, 1976 (P.L.1176, No.261), known as the Mobile Home Park  
10 Rights Act, are amended to read:

11 AN ACT

12 Providing for the rights and duties of [mobile] manufactured  
13 home owners or operators and [mobile] manufactured home  
14 residents.

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

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

19 Section 1.1. Legislative Declaration.--The General Assembly

1 finds and declares that:

2 (1) Many seniors are on fixed incomes comprised principally  
3 of small pensions and Social Security income.

4 (2) Seniors that live and own manufactured homes and reside  
5 in a manufactured home community are often faced with rent  
6 payments that increase faster than their Social Security cost-  
7 of-living adjustments.

8 (3) Seniors who have lived in manufactured homes for many  
9 years are less able than younger residents to adapt to a new  
10 location and afford the increasing costs of moving a  
11 manufactured home.

12 (4) Therefore, to protect the health and well-being of  
13 seniors who own manufactured homes within a manufactured home  
14 community, it is in the public interest to ensure those seniors  
15 can afford the rent to avoid displacement due to rents that  
16 increase faster than their income.

17 Section 3. Sections 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13 and  
18 16 of the act are amended to read:

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

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

29 ["Mobile home park" means any] "Manufactured home community."  
30 A site, lot, field or tract of land, privately or publicly owned

1 or operated, upon which three or more [mobile] manufactured  
2 homes, occupied for dwelling or sleeping purposes, are or are  
3 intended to be located, regardless of whether or not a charge is  
4 made for such accommodation.

5 ["Mobile home resident" means an] "Manufactured home  
6 resident." An owner of a [mobile] manufactured home who leases  
7 or rents space in a [mobile home park] manufactured home  
8 community. The term does not include a person who rents or  
9 leases a [mobile] manufactured home.

10 ["Mobile home space" means a] "Manufactured home space." A  
11 plot of ground within a [mobile home park] manufactured home  
12 community designed for the accommodation of one [mobile]  
13 manufactured home.

14 ["Rent" means ground] "Rent." Ground rent for a [mobile]  
15 manufactured home site.

16 "Senior." A resident of this Commonwealth who is at least 55  
17 years of age.

18 "Service [charges" means charges] charges." Charges for  
19 electricity, gas service which is underground and piped directly  
20 to individual units within the [park] community, trash removal,  
21 sewage and water.

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

24 (1) Nonpayment of rent.

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

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

30 (4) Termination of [mobile home park] manufactured home

1 community.

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

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

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

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

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

30 (c) A [mobile] manufactured home resident shall not be

1 evicted when there is proof that the rules he is accused of  
2 violating are not enforced with respect to the other [mobile]  
3 manufactured home residents or nonresidents on the [park]  
4 community premises.

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

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

27 "IMPORTANT NOTICE REQUIRED BY LAW

28 The rules set forth below govern the terms of your lease  
29 or occupancy agreement with this [mobile home park]  
30 manufactured home community. The law requires all of these

1 rules to be fair and reasonable.

2 You may continue to stay in this [park] community as long  
3 as you pay your rent and other reasonable fees, service  
4 charges and assessments hereinafter set forth and abide by  
5 the rules of the [park] community. Entrance and exit fees may  
6 not be charged. Installation and removal fees may not be  
7 charged in excess of the actual cost to the [mobile home  
8 park] manufactured home community owner or operator for  
9 providing such service for the installation or removal of a  
10 [mobile home in a mobile] manufactured home in a manufactured  
11 home space.

12 You may be evicted for any of the following reasons:

13 (1) Nonpayment of rent.

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

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

19 (4) Termination of [mobile home park.] manufactured home  
20 community.

21 You shall only be evicted in accordance with the  
22 following procedure:

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

25 (2) Prior to the commencement of any eviction  
26 proceeding, the [mobile home park] manufactured home  
27 community owner shall notify you in writing of the particular  
28 breach or violation of the lease or [park] community rules by  
29 certified or registered mail.

30 (i) In the case of nonpayment of rent, the notice shall

1 state that an eviction proceeding may be commenced if the  
2 [mobile] manufactured home resident does not pay the overdue  
3 rent within 20 days from the date of service if the notice is  
4 given on or after April 1 and before September 1, and 30 days  
5 if given on or after September 1 and before April 1 or an  
6 additional nonpayment of rent occurring within six months of  
7 the giving of the notice may result in immediate eviction  
8 proceedings.

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

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

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

1 within six months from the date of the first notice then  
2 eviction proceedings may be immediately started against you.

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

6 If you desire to sell your [mobile] manufactured home,  
7 the [mobile home park] manufactured home community owner may  
8 not prevent the sale and may not claim any fee in connection  
9 therewith, unless there exists a separate written fee  
10 agreement. However, the [mobile home park] manufactured home  
11 community owner may reserve the right to approve the  
12 purchaser as a resident in the [mobile home park.]  
13 manufactured home community.

14 Enforcement of the [Mobile Home Park] Manufactured Home  
15 Community Rights Act is by the Attorney General of the  
16 Commonwealth of Pennsylvania or the District Attorney of the  
17 county in which the [mobile home park] manufactured home  
18 community is located. You may also bring a private cause of  
19 action. If your rights are violated you may contact the State  
20 Bureau of Consumer Protection or your local District  
21 Attorney."

22 Section 5. Underskirting and Tie-down Equipment.--A [mobile  
23 home park] manufactured home community owner or operator may  
24 designate the type of material or manner of installation for  
25 underskirting, awnings, porches, fences or other additions and  
26 alterations to the exterior of the [mobile] manufactured home  
27 and tie-down equipment used in a [mobile] manufactured home  
28 space in order to insure the safety and good appearance of the  
29 [mobile home park] manufactured home community, but under no  
30 circumstances may a resident be required to purchase such

1 equipment from a supplier designated by the [park] community  
2 owner or operator.

3 Section 6. Disclosure of Fees.--(a) All rent, fees, service  
4 charges and assessments shall be fully disclosed in writing to a  
5 resident prior to the owner or operator's acceptance of any  
6 initial deposit, fee or rent. Failure to disclose such rent,  
7 fees, service charges and assessments shall render them void and  
8 unenforceable in the courts of the Commonwealth. Increases in  
9 such rent, fees, service charges and assessments shall be  
10 unenforceable until 30 days after notice thereof has been posted  
11 in the [mobile home park] manufactured home community and mailed  
12 to the resident. However, rent shall not be increased during the  
13 term of the lease.

14 (b) Any rent increase to a senior resident may not exceed  
15 the annual Social Security cost-of-living adjustment approved by  
16 the Social Security Administration for that calendar year.

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

27 Section 9. Installation and Removal Fees.--Any fee charged  
28 for the installation or removal of a [mobile home in a mobile  
29 home] manufactured home in a manufactured home space shall not  
30 exceed the actual cost to the [mobile home park] manufactured

1 home community owner or operator for providing such service.  
2 Such fees shall be refundable to the resident at the time of  
3 removal in the event that the owner or operator acts to recover  
4 possession of said space for reasons other than nonpayment of  
5 rent or breach of a condition of the lease within one year of  
6 the initial installation of such [mobile] manufactured home.  
7 Failure to refund such fees as provided shall entitle the tenant  
8 to recover treble their amount plus court costs and reasonable  
9 attorney fees.

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

15 Section 10. Other Fees.--In accordance with a resident's  
16 right to invite to his dwelling unit such social and business  
17 visitors as he wishes, no fee may be charged for overnight  
18 visitors or guests occupying a resident's [mobile] manufactured  
19 home. However, if such overnight visitors or guests so  
20 frequently remain overnight for residential purposes so as to  
21 increase the number of persons normally living in said unit, the  
22 owner or operator of a [mobile home park] manufactured home  
23 community may revise the rent due to conform to the rent paid by  
24 other residents with a like number of members in their  
25 household.

26 Section 11. Sale of [Mobile] Manufactured Homes.--Any rule,  
27 regulation or condition of a lease purporting to prevent the  
28 sale of a [mobile] manufactured home belonging to a resident  
29 shall be void and unenforceable in the courts of the  
30 Commonwealth. The [mobile home park] manufactured home community

1 owner or operator may reserve the right to approve the purchaser  
2 of said [mobile] manufactured home as a resident, but such  
3 approval may not be unreasonably withheld. Any claim for a fee  
4 or commission in connection with the sale of such [mobile]  
5 manufactured home shall be void and unenforceable unless the  
6 claimant shall in fact have acted as a bona fide licensed  
7 [mobile] manufactured home sales agent for the [mobile]  
8 manufactured home owner pursuant to a separate written fee  
9 agreement.

10 Section 12. Waiver of Rights.--The rights and duties of  
11 [mobile home park] manufactured home community owners and  
12 operators and the [mobile] manufactured home residents may not  
13 be waived by any provisions of a written or oral agreement. Any  
14 such agreement attempting to limit these rights shall be void  
15 and unenforceable in the courts of the Commonwealth.

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

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

1 any appropriate court of initial jurisdiction within the  
2 Commonwealth.  
3 Section 4. This act shall take effect in 60 days.