
THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 2212 Session of
2010

INTRODUCED BY R. TAYLOR, HARPER, BISHOP, BRADFORD, BRENNAN,
D. COSTA, GRUCELA, HENNESSEY, KAUFFMAN, KORTZ, MURT,
SIPTROTH, SWANGER, WATERS AND YOUNGBLOOD, JANUARY 20, 2010

REFERRED TO COMMITTEE ON URBAN AFFAIRS, JANUARY 20, 2010

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 short title, for definitions and for
5 disclosure of fees; and making 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 or
29 occupancy agreement with this [mobile home park] manufactured
30 home community. The law requires all of these rules to be fair

1 and reasonable.

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

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

12 (1) Nonpayment of rent.

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

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

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

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

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

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

29 (i) In the case of nonpayment of rent, the notice shall
30 state that an eviction proceeding may be commenced if the

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

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

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

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

1 started against you.

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

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

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

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

30 Section 6. Disclosure of Fees.--(a) All rent, fees, service

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

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

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

24 Section 9. Installation and Removal Fees.--Any fee charged
25 for the installation or removal of a [mobile home in a mobile
26 home] manufactured home in a manufactured home space shall not
27 exceed the actual cost to the [mobile home park] manufactured
28 home community owner or operator for providing such service.
29 Such fees shall be refundable to the resident at the time of
30 removal in the event that the owner or operator acts to recover

1 possession of said space for reasons other than nonpayment of
2 rent or breach of a condition of the lease within one year of
3 the initial installation of such [mobile] manufactured home.
4 Failure to refund such fees as provided shall entitle the tenant
5 to recover treble their amount plus court costs and reasonable
6 attorney fees.

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

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

23 Section 11. Sale of [Mobile] Manufactured Homes.--Any rule,
24 regulation or condition of a lease purporting to prevent the
25 sale of a [mobile] manufactured home belonging to a resident
26 shall be void and unenforceable in the courts of the
27 Commonwealth. The [mobile home park] manufactured home community
28 owner or operator may reserve the right to approve the purchaser
29 of said [mobile] manufactured home as a resident, but such
30 approval may not be unreasonably withheld. Any claim for a fee

1 or commission in connection with the sale of such [mobile]
2 manufactured home shall be void and unenforceable unless the
3 claimant shall in fact have acted as a bona fide licensed
4 [mobile] manufactured home sales agent for the [mobile]
5 manufactured home owner pursuant to a separate written fee
6 agreement.

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

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

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

30 Section 4. This act shall take effect in 60 days.