

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

AS REPORTED FROM COMMITTEE ON URBAN AFFAIRS, HOUSE OF REPRESENTATIVES, AS AMENDED, MAY 3, 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~~ AND ←
5 FOR DEFINITIONS; PROVIDING FOR WRITTEN LEASES; FURTHER
6 PROVIDING for disclosure of fees; and making editorial
7 changes.

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

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

AN ACT

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

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

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

2 ~~Section 1.1. Legislative Declaration. The General Assembly~~
3 ~~finds and declares that:~~

4 ~~(1) Many seniors are on fixed incomes comprised principally~~
5 ~~of small pensions and Social Security income.~~

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

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

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

19 ~~Section 3. Sections 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13 and~~
20 ~~16 of the act are amended to read:~~

21 SECTION 2. SECTIONS 2, 3 AND 4 OF THE ACT ARE AMENDED TO ←
22 READ:

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

24 "AGENCY." THE OFFICE OF ATTORNEY GENERAL. ←

25 ["Mobile home" means a] "Manufactured home." A
26 transportable, single-family dwelling unit intended for
27 permanent occupancy and constructed as a single unit, or as two
28 or more units designed to be joined into one integral unit
29 capable of again being separated for repeated towing, which
30 arrives at a site complete and ready for occupancy except for

1 minor and incidental unpacking and assembly operations, and
2 constructed so that it may be used without a permanent
3 foundation.

4 ["Mobile home park" means any] "Manufactured home community."
5 A site, lot, field or tract of land, privately or publicly owned
6 or operated, upon which three or more [mobile] manufactured
7 homes, occupied for dwelling or sleeping purposes, are or are
8 intended to be located, regardless of whether or not a charge is
9 made for such accommodation.

10 "MANUFACTURED HOME COMMUNITY OWNER" OR "COMMUNITY OWNER." AN ←
11 OWNER OR OPERATOR OF A MANUFACTURED HOME COMMUNITY.

12 ["Mobile home resident" means an] "Manufactured home
13 resident." An owner of a [mobile] manufactured home who leases
14 or rents space in a [mobile home park] manufactured home
15 community. The term does not include a person who rents or
16 leases a [mobile] manufactured home.

17 ["Mobile home space" means a] "Manufactured home space." A
18 plot of ground within a [mobile home park] manufactured home
19 community designed for the accommodation of one [mobile]
20 manufactured home.

21 "MANUFACTURED HOME SPACE RENTAL AGREEMENT" OR "RENTAL ←
22 AGREEMENT." ANY MUTUAL UNDERSTANDING OR LEASE, WHETHER ORAL OR
23 WRITTEN, BETWEEN A MANUFACTURED HOME RESIDENT AND A MANUFACTURED
24 HOME COMMUNITY OWNER IN WHICH THE MANUFACTURED HOME RESIDENT IS
25 ENTITLED TO PLACE THAT RESIDENT'S MANUFACTURED HOME ON A
26 MANUFACTURED HOME SPACE FOR EITHER DIRECT OR INDIRECT
27 REMUNERATION OF THE MANUFACTURED HOME COMMUNITY OWNER. THE TERM
28 INCLUDES ANY GROUND RENT CHARGED TO THE MANUFACTURED HOME
29 RESIDENT.

30 "OPERATOR OF A MANUFACTURED HOME COMMUNITY" OR "OPERATOR."

1 EITHER A PERSON WHO ESTABLISHES A MANUFACTURED HOME COMMUNITY ON
2 LAND WHICH IS LEASED FROM ANOTHER PERSON OR A PERSON WHO HAS
3 BEEN DELEGATED THE AUTHORITY TO ACT AS THE COMMUNITY OWNER IN
4 MATTERS RELATING TO THE ADMINISTRATION AND MANAGEMENT OF THE
5 MANUFACTURED HOME COMMUNITY, INCLUDING, BUT NOT LIMITED TO,
6 AUTHORITY TO MAKE DECISIONS RELATING TO THE MANUFACTURED HOME
7 COMMUNITY.

8 "PROSPECTIVE LESSEE." A PERSON WHO RENTS OR OWNS A
9 MANUFACTURED HOME AND IS CONSIDERING ENTERING INTO A RENTAL
10 AGREEMENT WITH A MANUFACTURED HOME OWNER OR OPERATOR FOR A
11 MANUFACTURED HOME SPACE.

12 ["Rent" means ground] "Rent." Ground rent for a [mobile]
13 manufactured home site.

14 ~~"Senior." A resident of this Commonwealth who is at least 55~~ ←
15 ~~years of age.~~

16 "Service [charges" means charges] charges." Charges for
17 electricity, gas service which is underground and piped directly
18 to individual units within [the {park] A MANUFACTURED HOME ←
19 community, trash removal, sewage [and water], WATER, CABLE AND ←
20 ALL OTHER UTILITIES.

21 Section 3. Evictions.--(a) A [mobile] manufactured home
22 [resident shall only be evicted for any] COMMUNITY OWNER MAY ←
23 TERMINATE OR REFUSE TO RENEW THE LEASE OF A MANUFACTURED HOME
24 COMMUNITY RESIDENT OR MAY EVICT THE RESIDENT ONLY FOR ONE of the
25 following reasons:

26 (1) Nonpayment of rent.

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

30 (3) If there is a change in use of the [park] community land

1 or parts thereof.

2 (4) Termination of [mobile home park] manufactured home
3 community.

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

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

8 (2) Prior to the commencement of any eviction proceeding OR ←
9 THE TERMINATION OF OR FAILURE TO RENEW THE LEASE OF A RESIDENT,
10 the [mobile home park] manufactured home community owner shall
11 notify the [mobile home park] manufactured home community
12 resident in writing of the particular breach or violation of the
13 lease or [park] community rules by certified or registered mail.

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

23 (ii) In the case of a breach of the lease or violation of
24 the [park] community rules, other than nonpayment of rent, the
25 notice shall describe the particular breach or violation. No
26 eviction action shall be commenced NOR SHALL THE MANUFACTURED ←
27 HOME COMMUNITY OWNER TERMINATE OR REFUSE TO RENEW THE LEASE OF
28 THE MANUFACTURED HOME COMMUNITY RESIDENT unless the [mobile home
29 park] manufactured home community resident has been notified as
30 required by this section, and upon a second or subsequent

1 violation or breach occurring within six months, the [mobile
2 home park] manufactured home community owner may commence
3 eviction proceedings at any time within 60 days of the last
4 violation or breach.

5 (c) A [mobile] manufactured home COMMUNITY resident shall ←
6 not be evicted NOR SHALL THE MANUFACTURED HOME COMMUNITY OWNER ←
7 TERMINATE OR REFUSE TO RENEW THE LEASE OF A MANUFACTURED HOME
8 COMMUNITY RESIDENT when there is proof that the rules he is
9 accused of violating are not enforced with respect to the other
10 [mobile] manufactured home residents or nonresidents on the
11 [park] community premises.

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

22 (b) All rules or rental charges shall be uniformly applied
23 to all [mobile] manufactured home residents or prospective
24 [mobile] manufactured home residents of the same or similar
25 category. When the lease or rental agreement is oral, the
26 resident shall be provided with a written copy of such rules and
27 regulations prior to the owner's or operator's acceptance of any
28 initial deposit, fee or rent. In addition a copy of this act
29 shall be posted in a conspicuous and readily accessible place in
30 the mobile home park and a copy of the following notice shall be

1 reproduced in capital typewritten letters or in ten-point
2 boldface print and be given to each resident upon entering into
3 the lease.

4 "IMPORTANT NOTICE REQUIRED BY LAW

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

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

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

19 (1) Nonpayment of rent.

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

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

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

27 You shall only be evicted in accordance with the following
28 procedure:

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

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

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

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

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

28 In addition, no eviction proceeding for nonpayment of rent
29 may be commenced against you until you have received notice by
30 certified or registered mail of the nonpayment and have been

1 given to pay the overdue rent 20 days from the date of service
2 if the notice is given on or after April 1 and before September
3 1, and 30 days if given on or after September 1 and before April
4 1. However, only one notice of overdue rent is required to be
5 sent to you during any six-month period. If a second or
6 additional violation occurs within six months from the date of
7 the first notice then eviction proceedings may be immediately
8 started against you.

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

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

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

26 SECTION 3. THE ACT IS AMENDED BY ADDING A SECTION TO READ: ←

27 SECTION 4-A. WRITTEN LEASE.--(A) EVERY LEASE FOR A
28 MANUFACTURED HOME SPACE SHALL BE IN WRITING AND SHALL BE FOR A
29 TERM OF ONE YEARS, UNLESS A LONGER PERIOD IS MUTUALLY AGREED
30 UPON BY BOTH THE MANUFACTURED HOME RESIDENT AND MANUFACTURED

1 HOME COMMUNITY OWNER, AND SHALL BE RENEWABLE EXCEPT FOR GOOD
2 CAUSE.

3 (B) SIXTY DAYS PRIOR TO THE EXPIRATION OF THE TERM OF A
4 MANUFACTURED HOME COMMUNITY LEASE, THE MANUFACTURED HOME
5 COMMUNITY OWNER SHALL OFFER THE MANUFACTURED HOME COMMUNITY
6 RESIDENT A RENEWAL LEASE FOR THE SAME TERM AND WITH THE SAME
7 PROVISIONS AS THE ORIGINAL AGREEMENT, UNLESS THE MANUFACTURED
8 HOME COMMUNITY OWNER NOTIFIES THE MANUFACTURED HOME COMMUNITY
9 RESIDENT IN WRITING, AT LEAST SIXTY DAYS PRIOR TO THE EXPIRATION
10 OF THE LEASE.

11 SECTION 4. SECTIONS 5, 6, 7, 9, 10, 11, 12, 13 AND 16 OF THE
12 ACT ARE AMENDED TO READ:

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

24 Section 6. Disclosure of Fees.--(a) All rent, fees, service
25 charges and assessments shall be fully disclosed in writing to a
26 PROSPECTIVE MANUFACTURED HOME resident prior to the MANUFACTURED ←
27 HOME COMMUNITY owner or operator's acceptance of any initial
28 deposit, fee or rent[.] AND PRIOR TO EXECUTION OF THE LOT RENTAL ←
29 AGREEMENT. FOR CURRENT MANUFACTURED HOME RESIDENTS THE
30 MANUFACTURED HOME COMMUNITY OWNER OR OPERATOR SHALL FULLY

1 DISCLOSE ALL RENT, FEES, SERVICE CHARGES AND ASSESSMENTS IN
2 WRITING PRIOR TO THE EXECUTION OF A MANDATORY LEASE OF AT LEAST
3 ONE YEAR IN DURATION.

4 (B) THE MANUFACTURED HOME COMMUNITY OWNER MAY REQUEST THAT
5 THE PROSPECTIVE LESSEE OR CURRENT MANUFACTURED HOME RESIDENT
6 SIGN A RECEIPT INDICATING RECEIPT OF A COPY OF THE REQUIRED
7 DISCLOSURE AND THE MANUFACTURED HOME COMMUNITY RULES AND
8 REGULATIONS SO LONG AS THESE DOCUMENTS ARE CLEARLY IDENTIFIED IN
9 THE RECEIPT ITSELF. THE RECEIPT SHALL INDICATE NOTHING MORE THAN
10 THAT THE DOCUMENTS IDENTIFIED IN THE RECEIPT HAVE BEEN RECEIVED
11 BY THE MANUFACTURED HOME RESIDENT.

12 (C) Failure to disclose such rent, fees, service charges and
13 assessments shall render them void and unenforceable in the
14 courts of the Commonwealth. Increases in such rent, fees,
15 service charges and assessments shall be unenforceable until 30
16 days after notice thereof has been posted in the [mobile home
17 park] manufactured home community and mailed to the MANUFACTURED ←

18 HOME resident. However, rent shall not be increased during the
19 term of the lease.

20 ~~(b) Any rent increase to a senior resident may not exceed~~ ←
21 ~~the annual Social Security cost of living adjustment approved by~~
22 ~~the Social Security Administration for that calendar year.~~

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 "15 DAYS" IN THE FINAL PARAGRAPH OF THE NOTICE SHALL APPEAR
26 IN 16-POINT, SANS-SERIF, BOLD TYPE.

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

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

21 (E) ALL NEW LEASES, LEASE EXTENSIONS AND LEASE RENEWALS
22 SHALL CONTAIN THE FOLLOWING FULL DISCLOSURES:

23 (1) THE MANNER IN WHICH UTILITY AND OTHER SERVICES,
24 INCLUDING, BUT NOT LIMITED TO, SEWAGE AND WASTE DISPOSAL, CABLE
25 TELEVISION, WATER SUPPLY AND STORM DRAINAGE, WILL BE PROVIDED,
26 AND THE ENTITY PROVIDING THEM. THE SERVICES AND THE LOT RENTAL
27 AMOUNT OR USER FEES CHARGED BY THE MANUFACTURED HOME COMMUNITY
28 OWNER FOR THE SERVICES PROVIDED BY THE MANUFACTURED HOME
29 COMMUNITY OWNER SHALL ALSO BE DISCLOSED.

30 (2) AN EXPLANATION OF THE MANNER IN WHICH THE MANUFACTURED

1 HOME SPACE RENTAL AMOUNT WILL BE INCREASED, INCLUDING, BUT NOT
2 LIMITED TO, NOTIFICATION TO THE MANUFACTURED HOME RESIDENT AT
3 LEAST 90 DAYS IN ADVANCE OF THE INCREASE.

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

6 (I) WATER RATES.

7 (II) SEWER RATES.

8 (III) WASTE DISPOSAL RATES.

9 (IV) MAINTENANCE COSTS, INCLUDING COSTS OF DEFERRED
10 MAINTENANCE.

11 (V) MANAGEMENT COSTS.

12 (VI) PROPERTY TAXES.

13 (VII) MAJOR REPAIRS OR IMPROVEMENTS.

14 (VIII) ANY OTHER FEES, COSTS, ASSESSMENTS OR SERVICE CHARGES
15 THAT THE MANUFACTURED HOME RESIDENT IS REQUIRED TO PAY OR THAT
16 THE MANUFACTURED HOME OWNER OR OPERATOR INTENDS TO CHARGE DURING
17 THE TERMS OF THE RENTAL AGREEMENT.

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

20 (5) A REPORT OF THE UTILITY FEES CHARGED FOR THE
21 MANUFACTURED HOME SPACE DURING THE PREVIOUS YEAR.

22 (6) DISCLOSURE OF ALL USER FEES CURRENTLY CHARGED FOR
23 SERVICES OFFERED WHICH THE MANUFACTURED HOME RESIDENT MAY ELECT
24 TO INCUR AND THE MANNER IN WHICH THE FEES WILL BE INCREASED.

25 (7) ANY MANUFACTURED HOME COMMUNITY RULES AND REGULATIONS
26 THAT HAVE BEEN ESTABLISHED AND AN EXPLANATION OF THE MANNER IN
27 WHICH THE RULES AND REGULATIONS WILL BE SET, CHANGED OR
28 PROMULGATED.

29 (8) A CALCULATION OF THE RENT HISTORY FOR THE THREE FULL
30 CALENDAR YEARS IMMEDIATELY PRECEDING THE PROSPECTIVE INITIAL

1 RENTAL AGREEMENT DATE. THIS INFORMATION SHALL BE FOR BASIC
2 MANUFACTURED HOME SPACE RENTAL ONLY AND DOES NOT APPLY TO OTHER
3 FEES SUCH AS LATE CHARGES AND GUEST FEES. THE CALCULATION SHALL
4 BE MADE AS OF JANUARY OF EACH YEAR BY ADDING THE DOLLAR AMOUNTS
5 AND PERCENTAGE AMOUNTS FOR AGGREGATE RENTAL INCREASES, IF ANY,
6 THAT TOOK EFFECT IN THE PRIOR CALENDAR YEAR FOR EVERY
7 MANUFACTURED HOME SPACE IN THE MANUFACTURED HOME COMMUNITY AND
8 DIVIDING THAT NUMBER BY THE TOTAL NUMBER OF OCCUPIED
9 MANUFACTURED HOME SPACES FOR WHICH RENT WAS OR COULD HAVE BEEN
10 INCREASED. ADDITIONALLY, THE CALCULATION OF RENT HISTORY SHALL
11 BE POSTED AT THE MANUFACTURED HOME COMMUNITY'S RENTAL OFFICE AND
12 IN THE SAME PLACE AS ANY RULES AND REGULATIONS THAT HAVE BEEN
13 ESTABLISHED 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.

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

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

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

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

30 Section 11. Sale of [Mobile] Manufactured Homes.--Any rule,

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

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

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

27 (B) IF DISCLOSURE AS REQUIRED IN SECTION 6 WAS NOT PROVIDED ←
28 TO THE MANUFACTURED HOME COMMUNITY PROSPECTIVE FIRST-TIME LESSEE
29 PRIOR TO EXECUTION OF THE MANUFACTURED HOME SPACE RENTAL
30 AGREEMENT OR PRIOR TO INITIAL OCCUPANCY OF A MANUFACTURED HOME,

1 THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE UNTIL 15 DAYS
2 AFTER THE RECEIPT OF THE DISCLOSURE BY THE LESSEE.

3 (C) TO CANCEL THE RENTAL AGREEMENT, THE PROSPECTIVE FIRST-
4 TIME LESSEE SHALL DELIVER WRITTEN NOTICE TO THE MANUFACTURED
5 HOME COMMUNITY OWNER OR OPERATOR WITHIN 15 DAYS AFTER RECEIPT OF
6 THE DISCLOSURE AND SHALL THEREUPON BE ENTITLED TO A REFUND OF
7 ANY DEPOSIT TOGETHER WITH RELOCATION COSTS FOR THE MANUFACTURED
8 HOME, OR THE MARKET VALUE THEREOF, INCLUDING ANY APPURTENANCES
9 THERE TO PAID FOR BY THE MANUFACTURED HOME RESIDENT, FROM THE
10 MANUFACTURED HOME COMMUNITY OWNER OR OPERATOR.


11 (D) THE MANUFACTURED HOME COMMUNITY OWNER OR OPERATOR MAY
12 NOT COLLECT RENT FROM A PROSPECTIVE FIRST-TIME LESSEE UNTIL THE
13 MANUFACTURED HOME COMMUNITY OWNER OR OPERATOR AND THE LESSEE
14 HAVE ENTERED INTO THE RENTAL AGREEMENT.

15 (E) WHEN THE MANUFACTURED HOME COMMUNITY OWNER OR OPERATOR
16 AND A MANUFACTURED HOME RESIDENT EXECUTE A NEW, RENEWED OR
17 EXTENDED SPACE RENTAL AGREEMENT FOR A MANUFACTURED HOME SPACE,
18 THE MANUFACTURED HOME COMMUNITY OWNER OR OPERATOR MAY NOT
19 COLLECT RENT FROM THE MANUFACTURED HOME RESIDENT UNTIL THE
20 MANUFACTURED HOME COMMUNITY OWNER OR OPERATOR AND THE
21 MANUFACTURED HOME RESIDENT HAVE ENTERED INTO THE NEW, RENEWED OR
22 EXTENDED RENTAL AGREEMENT. THE MANUFACTURED HOME RESIDENT SHALL
23 HAVE 30 DAYS TO EITHER ACCEPT THE NEW, RENEWED OR EXTENDED
24 RENTAL AGREEMENT OR TO NOTIFY THE MANUFACTURED HOME COMMUNITY
25 OWNER OR OPERATOR OF INTENT TO VACATE.

26 (F) A MANUFACTURED HOME RESIDENT WHO CHOOSES NOT TO ENTER
27 INTO A NEW, RENEWED OR EXTENDED RENTAL AGREEMENT SHALL HAVE 60
28 DAYS FROM THE DATE OF NOTIFICATION OF INTENT TO VACATE THE
29 MANUFACTURED HOME COMMUNITY, TO ENTER INTO CONTRACT TO SELL OR
30 TO RELOCATE THE MANUFACTURED HOME. SO LONG AS THE MANUFACTURED

1 HOME COMMUNITY OWNER OR OPERATOR COMPLIED WITH DISCLOSURE AS
2 PROVIDED IN SECTION 6, THE MANUFACTURED HOME RESIDENT NOT
3 ENTERING INTO A NEW, EXTENDED OR RENEWED RENTAL AGREEMENT SHALL
4 NOT BE ENTITLED TO RELOCATION COSTS.

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

16 SECTION 5. THIS ACT SHALL APPLY TO: 

17 (1) NEW SALES AND LEASES OF MANUFACTURED HOME COMMUNITY
18 SPACES ENTERED INTO AFTER NOVEMBER 30, 2010.

19 (2) EXTENSIONS AND RENEWALS OF LEASES OF MANUFACTURED
20 HOME COMMUNITY SPACES ENTERED INTO AFTER NOVEMBER 30, 2010.

21 Section 4 6. This act shall take effect in 60 days. 