

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 AMENDED ON SECOND CONSIDERATION, HOUSE OF REPRESENTATIVES, MAY 25, 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 and for definitions;
5 providing for written leases; further providing for
6 disclosure of fees; and making editorial changes.

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

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

AN ACT

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



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



19 Section 2. Sections 2, 3 and 4 of the act are amended to

1 read:

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

3 "Agency." The Office of Attorney General.

4 "DESIGNATED NOTIFICATION RECIPIENT LESSEE." A LESSEE WHO ←  
5 DESIGNATES IN THE LEASE A SPECIFIC LESSEE AND ADDRESS FOR THE  
6 PURPOSES OF RECEIVING ALL REQUIRED NOTICES WITH REGARD TO THE  
7 MANUFACTURED HOME LEASED SPACE. DELIVERY BY CERTIFIED OR  
8 REGISTERED MAIL TO A LESSEE SO DESIGNATED SHALL BE DEEMED  
9 SUFFICIENT FOR PURPOSES OF THIS ACT.

10 "EVICTION." THE REMOVAL OF A LESSEE, OCCUPANTS AND  
11 MANUFACTURED HOME FROM A MANUFACTURED HOME COMMUNITY IN  
12 ACCORDANCE WITH AN ORDER OF POSSESSION BY A COURT OF THE  
13 COMMONWEALTH.

14 "FIRST-TIME LESSEE." THE RESIDENT WHO PLACES OR CAUSES TO BE  
15 PLACED A MANUFACTURED HOME IN A MANUFACTURED HOME COMMUNITY.

16 "LESSEE." AN ENTITY THAT RENTS A MANUFACTURED HOME COMMUNITY  
17 SPACE AND IS THE RESPONSIBLE PARTY FOR THE PERFORMANCE OF THE  
18 TERMS OF LEASE.

19 "LESSOR." AN OPERATOR THAT RENTS A MANUFACTURED HOME SPACE  
20 TO A LESSEE AND THAT IS RESPONSIBLE FOR THE PERFORMANCE OF THE  
21 TERMS OF LEASE.

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

1 "MANUFACTURED HOME." THE TERM INCLUDES:

2 (1) A MANUFACTURED HOME AS DEFINED IN SECTION 603(6) OF  
3 THE NATIONAL MANUFACTURED HOUSING CONSTRUCTION AND SAFETY  
4 STANDARDS ACT OF 1974 (PUBLIC LAW 93-383, 42 U.S.C. §  
5 5402(6)).

6 (2) A MOBILE HOME AS DEFINED IN 75 PA.C.S. § 102  
7 (RELATING TO DEFINITIONS).

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

14 "Manufactured home community owner" or "community owner." An  
15 owner or operator of a manufactured home community.

16 "MANUFACTURED HOME OCCUPANT." AN INDIVIDUAL WHO RESIDES IN A ←  
17 MANUFACTURED HOME.

18 ["Mobile home resident" means an] "Manufactured home

19 resident." An owner of a [mobile] manufactured home who leases

20 or rents space in a [mobile home park] manufactured home

21 community. The term does not include a person who rents or

22 leases a [mobile] manufactured home.

23 ["Mobile home space" means a] "Manufactured home space." A

24 plot of ground within a [mobile home park] manufactured home

25 community designed for the accommodation of one [mobile]

26 manufactured home.

27 ~~"Manufactured home space rental agreement" or "rental~~ ←

28 ~~agreement."~~ Any mutual understanding or lease, whether oral or

29 ~~written, between a manufactured home resident and a manufactured~~

30 ~~home community owner in which the manufactured home resident is~~

1 ~~entitled to place that resident's manufactured home on a~~  
2 ~~manufactured home space for either direct or indirect~~  
3 ~~remuneration of the manufactured home community owner. The term~~  
4 ~~includes any ground rent charged to the manufactured home~~  
5 ~~resident.~~

6 ~~"Operator of a manufactured home community" or "operator."~~  
7 ~~Either a person who establishes a manufactured home community on~~  
8 ~~land which is leased from another person or a person who has~~  
9 ~~been delegated the authority to act as the community owner in~~  
10 ~~matters relating to the administration and management of the~~  
11 ~~manufactured home community, including, but not limited to,~~  
12 ~~authority to make decisions relating to the manufactured home~~  
13 ~~community.~~

14 ~~"Prospective lessee." A person who rents or owns a~~  
15 ~~manufactured home and is considering entering into a rental~~  
16 ~~agreement with a manufactured home owner or operator for a~~  
17 ~~manufactured home space. LEASE" OR "LEASE." A WRITTEN CONTRACT~~ ←  
18 ~~BETWEEN A MANUFACTURED HOME LESSEE AND A MANUFACTURED HOME~~  
19 ~~COMMUNITY OWNER CONTAINING RECIPROCAL RIGHTS AND DUTIES,~~  
20 ~~INCLUDING THE PAYMENT OF RENT FOR THE USE OF GROUND FOR THE~~  
21 ~~PLACEMENT OF A MANUFACTURED HOME IN A MANUFACTURED HOME~~  
22 ~~COMMUNITY.~~

23 ["Rent" means ground] ~~"Rent." Ground rent for a [mobile]~~  
24 ~~manufactured home [site] SPACE.~~ ←

25 ~~"RULES AND REGULATIONS." POLICIES AND GUIDELINES ESTABLISHED~~ ←  
26 ~~BY A MANUFACTURED HOME COMMUNITY OWNER THAT RELATE TO COMMUNITY~~  
27 ~~LIVING.~~

28 "Service [charges" means charges] ~~charges." Charges for~~  
29 ~~electricity, gas service which is underground and piped directly~~  
30 ~~to individual units within [the park] a manufactured home~~

1 community, trash removal, sewage [and water], water, cable and  
2 all other utilities.

3 Section 3. Evictions.--(a) A [mobile] manufactured home  
4 [resident shall only be evicted for any] community owner may  
5 terminate or refuse to renew the lease of a manufactured home ←  
6 community resident LESSEE or may evict the resident A LESSEE AND ←  
7 MANUFACTURED HOME OCCUPANTS only for one of the following  
8 reasons:

9 (1) Nonpayment of rent.

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

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

15 (4) Termination of [mobile home park] THE manufactured home ←  
16 community.

17 (b) A [mobile] manufactured home [resident] LESSEE shall ←  
18 only be evicted in accordance with the following procedure:

19 (1) A [resident] LESSEE shall not be evicted ~~by~~ for any ←  
20 self-help measure.

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

28 (i) In the case of nonpayment of rent, the notice shall  
29 state that an eviction proceeding may be commenced if the  
30 [mobile] manufactured home [resident] LESSEE does not pay the ←

1 overdue rent within 20 days from the date of service if the  
2 notice is given on or after April 1 and before September 1, and  
3 30 days if given on or after September 1 and before April 1 or  
4 an additional nonpayment of rent occurring within six months of  
5 the giving of the notice may result in immediate eviction  
6 proceedings.

7 (ii) In the case of a breach of the lease or violation of  
8 the [park] community rules, other than nonpayment of rent, the  
9 notice shall describe the particular breach or violation. No  
10 eviction action shall be commenced nor shall the manufactured  
11 home community owner terminate or refuse to renew the lease of  
12 the manufactured home community resident LESSEE unless the ←  
13 [mobile home park] manufactured home community [resident] LESSEE ←  
14 has been notified as required by this section, and upon a second  
15 or subsequent violation or breach occurring within six months,  
16 the [mobile home park] manufactured home community owner may  
17 commence eviction proceedings at any time within 60 days of the  
18 last violation or breach.

19 (c) A [mobile] manufactured home community [resident] LESSEE ←  
20 shall not be evicted nor shall the manufactured home community  
21 owner terminate or refuse to renew the lease of a manufactured  
22 home community resident LESSEE when there is proof that the ←  
23 rules [he] THE LESSEE is accused of violating are not enforced ←  
24 with respect to the other [mobile] manufactured home [residents] ←  
25 LESSEES or nonresidents on the [park] community premises.

26 Section 4. [Park] Community Rules and Regulations.--(a)  
27 [The owner or operator of a {mobile home park} A manufactured ←  
28 home community OWNER may at any time establish fair and ←  
29 reasonable rules and regulations reasonably related to the  
30 health, [or safety of residents in the {park}] community or to ←

1 the upkeep of the [park, provided such rules and regulations] ←  
2 SAFETY AND UPKEEP OF THE community, provided the rules and ←  
3 regulations are not arbitrary or capricious and are included in  
4 any written lease and delivered to existing [residents] LESSEES ←  
5 and are posted in [a] THE PUBLIC PORTION OF THE COMMUNITY OFFICE ←  
6 OR OTHER conspicuous and readily accessible place in the [mobile  
7 home park.] manufactured home community.

8 (b) All rules or rental charges shall be uniformly applied  
9 to all [mobile] manufactured home [residents] LESSEES or ←  
10 prospective [mobile] manufactured home [residents] OCCUPANTS of ←  
11 the same or similar category. When the lease or rental agreement  
12 is oral, the [resident] LESSEE shall be provided with a written ←  
13 copy of such rules and regulations prior to the owner's or  
14 operator's acceptance of any initial deposit, fee or rent. In  
15 addition a copy of this act shall be posted in [a] THE PUBLIC ←  
16 PORTION OF THE COMMUNITY OFFICE OR OTHER conspicuous and readily  
17 accessible place in the mobile home park and a copy of the  
18 following notice shall be reproduced in capital typewritten  
19 letters or in ten-point boldface print and be given to each  
20 resident upon entering into the lease.

21 "IMPORTANT NOTICE REQUIRED BY LAW

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

26 [You] AS A LESSEE, YOU may continue to stay in this [park] ←  
27 community as long as you pay your rent and other reasonable  
28 fees, service charges and assessments hereinafter set forth and  
29 abide by the rules of the [park] community. Entrance and exit  
30 fees may not be charged. Installation and removal fees may not

1 be charged in excess of the actual cost to the [mobile home  
2 park] manufactured home community owner or operator for  
3 providing such service for the installation or removal of a  
4 [mobile home in a mobile] manufactured home in a manufactured  
5 home space.

6 [You] AS A LESSEE, YOU may be evicted for any of the ←  
7 following reasons:

8 (1) Nonpayment of rent.

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

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

14 (4) Termination of [mobile home park.] manufactured home  
15 community.

16 [You] AS A LESSEE, YOU shall only be evicted in accordance ←  
17 with the following procedure:

18 (1) A [resident] LESSEE shall not be evicted ~~by~~ for any ←  
19 self-help measure.

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

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



1 an additional nonpayment of rent occurring within six months of  
2 the giving of the notice may result in immediate eviction  
3 proceedings.

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

13 [You] AS A LESSEE, YOU shall not be evicted when there is ←  
14 proof that the rules you AS THE LESSEE are accused of violating ←  
15 are not enforced with respect to the other [mobile] manufactured  
16 home residents or nonresidents on the [park] community premises.

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

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

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

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

16 Section 3. The act is amended by adding a section to read:

17 Section 4-A. Written Lease.--(a) Every lease for a  
18 manufactured home space shall be in writing and shall be for a  
19 DURATION term of one ~~years~~ MONTH, unless a longer period is ←  
20 mutually agreed upon by both the ~~manufactured home resident~~ ←  
21 LESSEE and manufactured home community owner, and shall be ←  
22 renewable ~~except for good cause.~~ ←

23 (B) GROUND RENTS SHALL NOT CHANGE MORE THAN ONCE IN A 12- ←  
24 MONTH PERIOD.

25 ~~(b)~~ (C) Sixty days prior to the expiration of the term of a ←  
26 manufactured home community lease, the manufactured home  
27 community owner shall offer the ~~manufactured home community~~ ←  
28 ~~resident~~ LESSEE a renewal lease for the same term and with the ←  
29 same provisions as the original agreement, unless the  
30 manufactured home community owner notifies the ~~manufactured home~~ ←

1 community resident LESSEE in writing, at least sixty days prior ←  
2 to the expiration of the lease.

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

5 Section 5. Underskirting and Tie-down Equipment.--A [mobile  
6 home park] manufactured home community owner or operator may  
7 designate the type of material or manner of installation for  
8 underskirting, awnings, porches, fences or other additions and  
9 alterations to the exterior of the [mobile] manufactured home  
10 and tie-down equipment [used in a ~~mobile~~ manufactured home ←  
11 space] COMPLIANT WITH ALL APPLICABLE REQUIREMENTS OF THE ACT OF ←  
12 NOVEMBER 29, 2004 (P.L.1282, NO.158), KNOWN AS THE MANUFACTURED  
13 HOUSING IMPROVEMENT ACT AND THE ACT OF NOVEMBER 10, 1999  
14 (P.L.491, NO.45), KNOWN AS THE PENNSYLVANIA CONSTRUCTION CODE  
15 ACT, in order to insure the safety and good appearance of the  
16 [mobile home park] manufactured home community, but under no  
17 circumstances may a resident be required to purchase such  
18 equipment from a supplier designated by the [park] community  
19 owner or operator.

20 Section 6. Disclosure of Fees.--(a) All rent, fees, service  
21 charges and assessments PAYABLE TO THE COMMUNITY OWNER AND ←  
22 UTILITY CHARGES FOR WATER, SEWER, TRASH, CABLE, ELECTRICITY AND  
23 FUEL CHARGES PAYABLE TO THE OWNERS OR OTHERS shall be fully  
24 disclosed in writing to a prospective manufactured home  
25 [resident] LESSEE prior to the manufactured home community owner ←  
26 or operator's acceptance of any initial deposit, fee or rent[.]  
27 and prior to execution of the ~~lot rental agreement~~ MANUFACTURED ←  
28 HOME SPACE LEASE. For current manufactured home residents the  
29 manufactured home community owner or operator shall fully  
30 disclose all rent, fees, service charges and assessments PAYABLE ←

1 TO THE COMMUNITY OWNER AND UTILITY CHARGES FOR WATER, SEWER,  
2 TRASH, CABLE, ELECTRICITY AND FUEL CHARGES PAYABLE TO OTHERS in  
3 writing prior to the execution of a mandatory lease of at least  
4 one ~~year~~ MONTH in duration. ←

5 (b) The manufactured home community owner may ~~request~~ ←  
6 REQUIRE that the prospective lessee or current ~~manufactured home~~ ←  
7 ~~resident~~ LESSEE sign a receipt indicating receipt of a copy of ←  
8 the required disclosure and the manufactured home community  
9 rules and regulations so long as these documents are clearly  
10 identified in the receipt itself. The receipt shall indicate  
11 nothing more than that the documents identified in the receipt  
12 have been received by the ~~manufactured home resident~~ LESSEE. ←

13 (c) Failure to disclose such rent, fees, service charges and  
14 assessments shall render them void and unenforceable in the  
15 courts of the Commonwealth. Increases in such rent, fees,  
16 service charges and assessments PAYABLE TO THE OWNER shall be ←  
17 unenforceable until 30 days after notice thereof has been posted  
18 in the [mobile home park] PUBLIC PORTION OF THE COMMUNITY OFFICE ←  
19 OR OTHER CONSPICUOUS AND READILY ACCESSIBLE PLACE IN THE  
20 manufactured home community and mailed to the manufactured home  
21 [resident] LESSEE. However, rent shall not be increased during ←  
22 the term of the lease.

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~~ "FIVE days" in the final paragraph of the notice shall ←  
26 appear in 16-point, sans-serif, bold type.

27 This document contains important information regarding  
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 LEASE OR rental ←  
7 agreement documents as well as any rules and regulations  
8 that have been established for the manufactured home  
9 community. Oral representations should not be relied on  
10 as correctly stating the representations of the  
11 manufactured home community owner or operator. Instead,  
12 you should refer to the LEASE OR rental agreement and ←  
13 required disclosure documents for correct  
14 representations. You should also refer to the act of  
15 November 24, 1976 (P.L.1176, No.261), known as the  
16 Manufactured Home Community ~~Owner Disclosure and Tenant~~ ←  
17 Rights Act, to become familiar with your obligations and  
18 rights as a manufactured home resident.

19 You have ~~15~~ FIVE days from the date you received this ←  
20 documentation to cancel your agreement in writing to the  
21 manufactured home community owner or operator.

22 (e) All new leases, lease extensions and lease renewals  
23 shall contain the following full disclosures:

24 (1) The manner in which utility and other services,  
25 including, but not limited to, sewage and waste disposal, cable  
26 television, water supply and storm drainage, will be provided,  
27 and the entity providing them. The services and the lot rental  
28 amount or user fees charged by the manufactured home community  
29 owner for the services provided by the manufactured home  
30 community owner shall also be disclosed.

1 (2) An explanation of the manner in which the manufactured  
2 home space rental amount will be increased, including, but not  
3 limited to, notification to the manufactured home resident  
4 LESSEE at least 90 60 days in advance of the increase.



5 (3) Disclosure of any factors that may affect the lot rental  
6 amount, including, but not limited to THESE FACTORS:



7 (i) Water rates.

8 (ii) Sewer rates.

9 (iii) Waste disposal rates.

10 (iv) Maintenance costs, including costs of deferred  
11 maintenance.

12 (v) Management costs.

13 (vi) Property taxes.

14 (vii) Major repairs or improvements.

15 (viii) Any other fees, costs, assessments or service charges  
16 that the manufactured home resident LESSEE is required to pay or  
17 that the manufactured home owner or operator intends to charge  
18 during the terms of the LEASE OR rental agreement.



19 (4) Disclosure of the manner in which the pass-through  
20 charges will be assessed.

21 (5) A report of the utility fees charged for the  
22 manufactured home space during the previous year PAID TO THE  
23 OPERATOR BY A PRIOR LESSEE DURING THE PREVIOUS 12 MONTHS.



24 (6) Disclosure of all user fees currently charged for  
25 services offered which the manufactured home resident LESSEE may  
26 elect to incur and the manner in which the fees will be  
27 increased.



28 (7) Any manufactured home community rules and regulations  
29 that have been established and an explanation of the manner in  
30 which the rules and regulations will be set, changed or

1 promulgated.

2 (8) A calculation of the rent history for the three full  
3 calendar years immediately preceding the prospective initial  
4 rental agreement date. This information shall be for basic  
5 manufactured home space rental only and does not apply to other  
6 fees such as late charges and guest fees. The calculation shall  
7 be made as of January of each year by adding the dollar amounts  
8 and percentage amounts for aggregate rental increases, if any,  
9 that took effect in the prior calendar year for every  
10 manufactured home space in the manufactured home community and  
11 dividing that number by the total number of occupied  
12 manufactured home spaces for which rent was or could have been  
13 increased. Additionally, the calculation of rent history shall  
14 be posted at IN THE PUBLIC PORTION OF the manufactured home ←  
15 community's rental office OR OTHER CONSPICUOUS AND READILY ←  
16 ACCESSIBLE PLACE and in the same place as any rules and  
17 regulations that have been established for the manufactured home  
18 community are posted.

19 (9) Citations or other documents from Federal, State or  
20 local governmental agencies which require the manufactured home  
21 community owner to take corrective action, including citations  
22 from the Department of Environmental Protection regarding water  
23 and sewage. Such information shall also be posted within the  
24 community in the same place as manufactured home community rules  
25 and regulations are displayed UNTIL THE CORRECTIVE ACTION HAS ←  
26 BEEN COMPLETED.

27 Section 7. Appliance Installation Fees.--No [mobile home  
28 park] manufactured home community owner or operator may restrict  
29 the making of any interior improvements in a [mobile]  
30 manufactured home so long as such improvements are in compliance

1 with applicable building codes and other provisions of law; nor  
2 may he restrict the installation, service or maintenance of an  
3 electric or gas appliance in a [mobile] manufactured home or  
4 charge any fee for such installation unless the fee reflects the  
5 actual cost to the [mobile home park] manufactured home  
6 community owner or operator of such installation or its use.

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

20 [Imposition of] (B) LIMITATIONS ON this type of [entrance] ←  
21 INSTALLATION fee shall not bar the [mobile home park]  
22 manufactured home community owner or operator from requiring a  
23 reasonable security deposit in accordance with the act of April  
24 6, 1951 (P.L.69, No.20), known as "The Landlord and Tenant Act  
25 of 1951."

26 Section 10. Other Fees.--In accordance with a [resident's] ←  
27 LESSEE'S right to invite to [his] THE LESSEE'S dwelling unit ←  
28 such social and business visitors as [he] THE LESSEE wishes, no ←  
29 fee may be charged for overnight visitors or guests occupying a  
30 [resident's {mobile}] LESSEE'S manufactured home. However, if ←



1 such overnight visitors or guests so frequently remain overnight  
2 for residential purposes so as to increase the number of persons  
3 normally living in [said] THE unit, the owner or operator of a ←  
4 [mobile home park] manufactured home community may revise the  
5 rent due to conform to the rent paid by other [residents] ←  
6 LESSEES with a like number of members in their household.

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

21 (B) PRIOR TO A LESSEE OR OCCUPANT IN A MANUFACTURED HOME ←  
22 COMMUNITY OFFERING A MANUFACTURED HOME FOR SALE, THE LESSEE OR  
23 OCCUPANT MUST OBTAIN FROM THE COMMUNITY OPERATOR THE THEN-  
24 CURRENT DISCLOSURE DOCUMENT REQUIRED BY THIS ACT AND PROVIDE A  
25 COPY TO ANY PROSPECTIVE BUYER ALONG WITH AN ATTACHED SHEET OF  
26 PAPER WITH THE FOLLOWING INFORMATION PRINTED IN 12-POINT  
27 BOLDFACED TYPE:

28 BE ADVISED THAT THIS MANUFACTURED HOME OFFERED FOR SALE  
29 IS SUBJECT TO THE MANUFACTURED HOME COMMUNITIES RIGHTS  
30 ACT AND A WRITTEN LEASE REQUIRED UNDER THAT LAW. YOU ARE

1 ADVISED THAT THE COMMUNITY IN WHICH THIS HOME IS NOW  
2 PLACED REQUIRES AN APPROVED APPLICATION FOR LESSEES AND  
3 OCCUPANTS AND A FULLY EXECUTED LEASE PRIOR TO YOUR RIGHT  
4 TO RESIDE IN THE COMMUNITY.  
5 YOU SHALL HAVE A MINIMUM OF 5 DAYS AFTER RECEIVING THIS  
6 DISCLOSURE REQUIRED UNDER THE MANUFACTURED HOME  
7 COMMUNITIES RIGHTS ACT TO VOID THE TRANSACTION WITH THE  
8 OPERATOR, IF ANY, AND, IF TERMINATED, YOU SHALL BE  
9 RETURNED ANY DEPOSITS AND RENTS PAID TO THE OPERATOR OF  
10 THE COMMUNITY.

11 (C) FAILURE OF THE RESIDENT SELLER TO OBTAIN A DATED  
12 ACKNOWLEDGMENT FROM THE PROSPECTIVE BUYER OF THE MANUFACTURED  
13 HOME OF RECEIPT OF THE DISCLOSURE MAY BE GROUNDS FOR  
14 CANCELLATION OF THE SALE BY THE BUYER.

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

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

29 (b) If disclosure as required in BY section 6 was not ←  
30 provided to the manufactured home community prospective first-

1 time lessee prior to execution of the manufactured home space  
2 rental agreement or prior to initial occupancy of a manufactured  
3 home, the rental agreement is voidable by the lessee until ~~15-~~ ←  
4 ~~FIVE~~ days after the receipt of the disclosure by the lessee. ←

5 (c) To cancel the rental agreement, the prospective first-  
6 time lessee shall deliver written notice to the manufactured  
7 home community owner or operator within ~~15~~ FIVE days after ←  
8 receipt of the disclosure and shall thereupon be entitled to a  
9 refund FROM THE OWNER OR OPERATOR OF THE COMMUNITY of any ←  
10 deposit together with ~~relocation~~ INSTALLATION costs for the ←  
11 manufactured home, ~~or the market value thereof, including any~~ ←  
12 ~~appurtenances thereto paid for by the manufactured home-~~  
13 ~~resident, from the manufactured home community owner or operator~~  
14 PAID TO THE OWNER OR OPERATOR OF THE COMMUNITY PARK BY THE ←  
15 MANUFACTURED HOME OCCUPANT.

16 (d) The manufactured home community owner or operator may  
17 not collect rent from a prospective first-time lessee until the  
18 manufactured home community owner or operator and the lessee  
19 have entered into the rental agreement.

20 (e) When the manufactured home community owner or operator  
21 and a manufactured home ~~resident~~ LESSEE execute a new, renewed ←  
22 or extended space rental agreement for a manufactured home  
23 space, the manufactured home community owner or operator may not  
24 collect rent from the manufactured home ~~resident~~ LESSEE until ←  
25 the manufactured home community owner or operator and the  
26 manufactured home ~~resident~~ LESSEE have entered into the new, ←  
27 renewed or extended ~~rental agreement.~~ The LEASE. AFTER RECEIVING ←  
28 60 DAYS' NOTICE OF THE COMMUNITY OWNER'S OR OPERATOR'S INTENT TO  
29 OFFER A NEW LEASE, THE manufactured home ~~resident~~ OCCUPANT shall ←  
30 have 30 days to either accept the new, renewed or extended

1 rental agreement or to notify the manufactured home community  
2 owner or operator of intent to vacate WITHIN 30 DAYS. NO RENT OR ←  
3 LEASE CHARGES SHALL BE EFFECTIVE AGAINST A LESSEE OR OCCUPANT  
4 PRIOR TO THE 61ST DAY AFTER RECEIVING THE OWNER OR OPERATOR  
5 NOTICE.

6 (f) A manufactured home ~~resident~~ LESSEE who chooses not to ←  
7 enter into a new, renewed or extended rental agreement shall  
8 have 60 days from the date of notification of intent to vacate  
9 the manufactured home community, to enter into contract to sell  
10 or to relocate the manufactured home. So long as the  
11 manufactured home community owner or operator complied with  
12 disclosure as provided in section 6, the manufactured home  
13 ~~resident not entering~~ LESSEE WHO DOES NOT ENTER into a new, ←  
14 extended or renewed rental agreement shall not be entitled to  
15 relocation costs.

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

28 Section 5. This act shall apply to:

29 (1) New sales and leases of manufactured home community  
30 spaces entered into after ~~November 30, 2010~~ THE EFFECTIVE ←

1 DATE OF THIS SECTION.

2 (2) Extensions and renewals of leases of manufactured  
3 home community spaces entered into after ~~November 30, 2010~~ ←

4 THE EFFECTIVE DATE OF THIS ACT. ←

5 Section 6. This act shall take effect in ~~60~~ 150 days. ←