

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, YOUNGBLOOD AND QUINN,
JANUARY 20, 2010

SENATOR TOMLINSON, CONSUMER PROTECTION AND PROFESSIONAL
LICENSURE, IN SENATE, AS AMENDED, SEPTEMBER 21, 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 Rights Act."

1 Section 2. Sections 2, 3 and 4 of the act are amended to
2 read:

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

4 "Agency." The Office of Attorney General.

5 "Designated notification recipient lessee." A lessee who
6 designates in the lease a specific lessee and address for the
7 purposes of receiving all required notices with regard to the
8 manufactured home leased space. Delivery by certified or
9 registered mail to a lessee so designated shall be deemed
10 sufficient for purposes of this act.

11 "Eviction." The removal of a lessee, occupants and
12 manufactured home from a manufactured home community in
13 accordance with an order of possession by a court of the
14 Commonwealth.

15 "First-time lessee." The resident who places or causes to be
16 placed a manufactured home in a manufactured home community.

17 "Lessee." ~~An entity~~ A PERSON that rents a manufactured home ←
18 community space and is the responsible party for the performance
19 of the terms of lease.

20 "Lessor." An operator that rents a manufactured home space
21 to a lessee and that is responsible for the performance of the
22 terms of lease.

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

1 "Manufactured home." The term includes:

2 (1) A manufactured home as defined in section 603(6) of the
3 National Manufactured Housing Construction and Safety Standards
4 Act of 1974 (Public Law 93-383, 42 U.S.C. § 5402(6)).

5 (2) A mobile home as defined in 75 Pa.C.S. § 102 (relating
6 to definitions).

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

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

15 "Manufactured home occupant." An individual who resides in a
16 manufactured home, WHO IS EITHER A LESSEE OR A MANUFACTURED HOME ←
17 RESIDENT.

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 lease" or "lease." A written
28 contract between a manufactured home lessee and a manufactured
29 home community owner containing reciprocal rights and duties,
30 including the payment of rent for the use of ground for the

1 placement of a manufactured home in a manufactured home
2 community.

3 ["Rent" means ground] "Rent." Ground rent for a [mobile]
4 manufactured home [site] space.

5 "Rules and regulations." Policies and guidelines established
6 by a manufactured home community owner that relate to community
7 living.

8 "Service [charges" means charges] charges." Charges for
9 electricity, gas service which is underground and piped directly
10 to individual units within [the park] a manufactured home
11 community, trash removal, sewage [and water], water, INTERNET, ←
12 cable and all other utilities.

13 Section 3. Evictions.--(a) A [mobile] manufactured home
14 [resident shall only be evicted for any] community owner may
15 terminate or refuse to renew the lease of a lessee or may evict
16 a lessee and manufactured home occupants only for one of the
17 following reasons:

18 (1) Nonpayment of rent.

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

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

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

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

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

30 (2) Prior to the commencement of any eviction proceeding or

1 the termination of or failure to renew the lease of a lessee,
2 the [mobile home park] manufactured home community owner shall
3 notify the [mobile home park] manufactured home community
4 [resident] lessee in writing of the particular breach or
5 violation of the lease or [park] community rules by certified or
6 registered mail.

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

16 (ii) In the case of a breach of the lease or violation of
17 the [park] community rules, other than nonpayment of rent, the
18 notice shall describe the particular breach or violation. No
19 eviction action shall be commenced nor shall the manufactured
20 home community owner terminate or refuse to renew the lease of
21 the manufactured home community lessee unless the [mobile home
22 park] manufactured home community [resident] lessee has been
23 notified as required by this section, and upon a second or
24 subsequent violation or breach occurring within six months, the
25 [mobile home park] manufactured home community owner may
26 commence eviction proceedings at any time within 60 days of the
27 last violation or breach.

28 (c) A [mobile] manufactured home community [resident] lessee
29 shall not be evicted nor shall the manufactured home community
30 owner terminate or refuse to renew the lease of a manufactured

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

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

17 (b) All rules or rental charges shall be uniformly applied
18 to all [mobile] manufactured home [residents] lessees or
19 prospective [mobile] manufactured home [residents] occupants of
20 the same or similar category. [When the lease or rental ←
21 agreement is oral, the {resident} ~~lessee~~ shall be provided with ←
22 a written copy of such rules and regulations prior to the
23 owner's or operator's acceptance of any initial deposit, fee or
24 rent.] THE LESSEE SHALL BE PROVIDED WITH A WRITTEN COPY OF THE ←
25 RULES AND REGULATIONS PRIOR TO THE OWNER'S OR OPERATOR'S
26 ACCEPTANCE OF ANY INITIAL DEPOSIT, FEE OR RENT. In addition a
27 copy of this act shall be posted in [a] the public portion of
28 the community office or other conspicuous and readily accessible
29 place in the mobile home park and a copy of the following notice
30 shall be reproduced in capital typewritten letters or in ten-

1 point boldface print and be given to each resident upon entering
2 into the lease.

3 "IMPORTANT NOTICE REQUIRED BY LAW

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

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

18 [You] As a lessee, you may be evicted for any of the
19 following reasons:

20 (1) Nonpayment of rent.

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

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

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

28 [You] As a lessee, you shall only be evicted in accordance
29 with the following procedure:

30 (1) A [resident] lessee shall not be evicted by any self-

1 help measure.

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

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

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

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

29 In addition, no eviction proceeding for nonpayment of rent
30 may be commenced against you as the lessee until you have

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

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

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

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

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

29 Section 4-A. Written Lease.--(a) Every lease for a
30 manufactured home space shall be in writing and shall be for a

1 duration term of one month, unless a longer period is mutually
2 agreed upon by both the lessee and manufactured home community
3 owner, and shall be renewable.

4 (b) ~~Ground rents~~ RENTS FOR A MOBILE HOME SITE, COMMONLY ←
5 KNOWN AS GROUND RENTS, shall not change more than once in a 12-
6 month period.

7 (c) ~~Sixty~~ FOR EACH LEASE PERIOD OVER 60 days prior to the ←
8 expiration of the term of a manufactured home community lease,
9 the manufactured home community owner shall offer the lessee a
10 renewal lease for the same term and with the same provisions as
11 the original agreement, unless the manufactured home community
12 owner notifies the lessee in writing, at least ~~SIXTY~~ 60 days ←
13 prior to the expiration of the lease.

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

16 Section 5. Underskirting and Tie-down Equipment.--A [mobile
17 home park] manufactured home community owner or operator may
18 designate the type of material or manner of installation for
19 underskirting, awnings, porches, fences or other additions and
20 alterations to the exterior of the [mobile] manufactured home
21 and tie-down equipment [used in a mobile home space] compliant
22 with all applicable requirements of the act of November 29, 2004
23 (P.L.1282, No.158), known as the Manufactured Housing
24 Improvement Act and the act of November 10, 1999 (P.L.491,
25 No.45), known as the Pennsylvania Construction Code Act, in
26 order to insure the safety and good appearance of the [mobile
27 home park] manufactured home community, but under no
28 circumstances may a resident be required to purchase such
29 equipment from a supplier designated by the [park] community
30 owner or operator.

1 Section 6. Disclosure of Fees.--(a) All rent, fees, service
2 charges and assessments payable to the community owner and
3 utility charges for water, sewer, trash, INTERNET, cable, ←
4 electricity and fuel charges payable to the owners ~~or others~~ AND ←
5 NOTICE OF ANY OTHER UTILITY CHARGES FOR WHICH THE LESSEE MAY BE
6 RESPONSIBLE shall be fully disclosed in writing to a prospective
7 manufactured home [resident] lessee prior to the manufactured
8 home community owner or operator's acceptance of any initial
9 deposit, fee or rent[.] and prior to execution of the
10 manufactured home space lease. For current manufactured home
11 residents the manufactured home community owner or operator
12 shall fully disclose all rent, fees, service charges and
13 assessments payable to the community owner and utility charges
14 for water, sewer, trash, cable, electricity and fuel charges
15 payable to others in writing prior to the execution of a
16 mandatory lease of at least one month in duration.

17 (b) The manufactured home community owner may require that
18 the prospective lessee or current lessee sign a receipt
19 indicating receipt of a copy of the required disclosure and the
20 manufactured home community rules and regulations so long as
21 these documents are clearly identified in the receipt itself.
22 The receipt shall indicate nothing more than that the documents
23 identified in the receipt have been received by the lessee.

24 (c) Failure to disclose such rent, fees, service charges and
25 assessments shall render them void and unenforceable in the
26 courts of the Commonwealth. Increases in such rent, fees,
27 service charges and assessments payable to the owner shall be
28 unenforceable until 30 days after notice thereof has been posted
29 in the [mobile home park] public portion of the community office
30 or other conspicuous and readily accessible place in the

1 manufactured home community and mailed to the manufactured home
2 [resident] lessee. However, rent shall not be increased during
3 the term of the lease.

4 (d) The written disclosure shall contain a cover sheet with
5 the following statement in 12-point, sans-serif type, except the
6 term "five days" in the final paragraph of the notice shall
7 appear in 16-point, sans-serif, bold type.

8 This document contains important information regarding your
9 legal rights and your financial obligations in leasing or
10 renewing or signing a new lease for a manufactured home
11 space. Make sure that you read the entire document and seek
12 legal advice if you have any questions regarding the
13 information stated in this document.

14 The statements contained in this disclosure are only summary
15 in nature. A prospective lessee should refer to all
16 references, including all lease or rental agreement documents
17 as well as any rules and regulations that have been
18 established for the manufactured home community. Oral
19 representations should not be relied on as correctly stating
20 the representations of the manufactured home community owner
21 or operator. Instead, you should refer to the lease or rental
22 agreement and required disclosure documents for correct
23 representations. You should also refer to the act of November
24 24, 1976 (P.L.1176, No.261), known as the Manufactured Home
25 Community Rights Act, to become familiar with your
26 obligations and rights as a manufactured home resident.

27 You have five CALENDAR days from the date you received this ←
28 documentation to cancel your agreement in writing to the
29 manufactured home community owner or operator.

30 (e) All new leases, lease extensions and lease renewals, ←

1 WHICH ARE FOR MORE THAN A 60-DAY PERIOD, shall contain the
2 following full disclosures:

3 (1) The manner in which utility and other services,
4 including, but not limited to, sewage and waste disposal, cable
5 television, water supply and storm drainage, will be provided,
6 and the entity providing them. The services and the lot rental
7 amount or user fees charged by the manufactured home community
8 owner for the services provided by the manufactured home
9 community owner shall also be disclosed.

10 (2) An explanation of the manner in which the manufactured
11 home space rental amount will be increased, including, but not
12 limited to, notification to the manufactured home lessee at
13 least 60 days in advance of the increase.

14 (3) Disclosure of any factors that may affect the lot rental
15 amount, including, but not limited to these factors:

16 (i) Water rates.

17 (ii) Sewer rates.

18 (iii) Waste disposal rates.

19 (iv) Maintenance costs, including costs of deferred
20 maintenance.

21 (v) Management costs.

22 (vi) Property taxes.

23 (vii) Major repairs or improvements.

24 (viii) Any other fees, costs, assessments or service charges
25 that the manufactured home lessee is required to pay or that the
26 manufactured home owner or operator intends to charge during the
27 terms of the lease or rental agreement.

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

30 (5) A report of the utility fees charged for the

1 manufactured home space paid to the ~~operator~~ COMMUNITY OWNER by ←
2 a prior lessee during the previous 12 months.

3 (6) Disclosure of all ~~user fees~~ SERVICE CHARGES currently ←
4 charged for services offered which the manufactured home lessee
5 may elect to incur and the manner in which the fees will be
6 increased.

7 (7) Any manufactured home community rules and regulations
8 that have been established and an explanation of the manner in
9 which the rules and regulations will be set, changed or
10 promulgated.

11 (8) ~~A calculation of the~~ THE rent history OF THE ←
12 MANUFACTURED HOME SPACE for the three full calendar years
13 immediately preceding the prospective initial rental agreement
14 date. This information shall be for basic manufactured home
15 space rental only and does not apply to other fees such as late
16 charges and guest fees. ~~The calculation shall be made as of~~ ←
17 ~~January of each year by adding the dollar amounts and percentage~~
18 ~~amounts for aggregate rental increases, if any, that took effect~~
19 ~~in the prior calendar year for every manufactured home space in~~
20 ~~the manufactured home community and dividing that number by the~~
21 ~~total number of occupied manufactured home spaces for which rent~~
22 ~~was or could have been increased.~~ Additionally, the calculation
23 of rent history shall be posted in the public portion of the
24 manufactured home community's rental office or other conspicuous
25 and readily accessible place and in the same place as any rules
26 and regulations that have been established for the manufactured
27 home community are posted.

28 (9) Citations or other documents from Federal, State or
29 local governmental agencies which require the manufactured home
30 community owner to take corrective action, including citations

1 from the Department of Environmental Protection regarding water
2 and sewage. Such information shall also be posted within the
3 community in the same place as manufactured home community rules
4 and regulations are displayed until the corrective action has
5 been completed.

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

16 Section 9. Installation and Removal Fees.--(a) Any fee
17 charged by the community owner for the installation or removal
18 of a [mobile home in a mobile home] manufactured home in a
19 manufactured home space shall not exceed the actual cost to the
20 [mobile home park] manufactured home community owner or operator
21 for providing such service. Such fees shall be refundable to the
22 [resident] lessee at the time of removal in the event that the
23 owner or operator acts to recover possession of said space for
24 reasons other than nonpayment of rent or breach of a condition
25 of the lease within one year of the initial installation of such
26 [mobile] manufactured home. Failure to refund such fees as
27 provided shall entitle the [tenant] lessee to recover treble
28 their amount plus court costs and reasonable attorney fees.

29 [Imposition of] (b) Limitations on this type of [entrance]
30 installation fee shall not bar the [mobile home park]

1 manufactured home community owner or operator from requiring a
2 reasonable security deposit in accordance with the act of April
3 6, 1951 (P.L.69, No.20), known as "The Landlord and Tenant Act
4 of 1951."

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

16 Section 11. Sale of [Mobile] Manufactured Homes.--(a) Any
17 rule, regulation or condition of a lease purporting to prevent
18 the sale of a [mobile] manufactured home belonging to a
19 [resident] lessee shall be void and unenforceable in the courts
20 of the Commonwealth. The [mobile home park] manufactured home
21 community owner or operator may reserve the right to approve the
22 purchaser of said [mobile] manufactured home as a [resident]
23 lessee, but such approval may not be unreasonably withheld. Any
24 claim for a fee or commission in connection with the sale of
25 such [mobile] manufactured home shall be void and unenforceable
26 unless the claimant shall in fact have acted as a bona fide
27 licensed [mobile] manufactured home sales agent for the [mobile]
28 manufactured home owner pursuant to a separate written fee
29 agreement.

30 (b) Prior to a lessee or occupant in a manufactured home

1 community offering a manufactured home for sale, the lessee or
2 occupant must obtain from the community operator the then-
3 current disclosure document required by this act and provide a
4 copy to any prospective buyer along with an attached sheet of
5 paper with the following information printed in 12-point
6 boldfaced type:

7 Be advised that this manufactured home offered for sale is
8 subject to the Manufactured Home Communities Rights Act and a
9 written lease required under that law. You are advised that
10 the community in which this home is now placed requires an
11 approved application for lessees and occupants and a fully
12 executed lease prior to your right to reside in the
13 community.

14 You shall have a minimum of 5 CALENDAR days after receiving ←
15 this disclosure required under the Manufactured Home
16 Communities Rights Act to void the transaction with the
17 operator, if any, and, if terminated, you shall be returned
18 any deposits and rents paid to the operator of the community.

19 (c) Failure of the resident seller to obtain a dated
20 acknowledgment from the prospective buyer of the manufactured
21 home of receipt of the disclosure may be grounds for
22 cancellation of the sale by the buyer.

23 Section 12. Waiver of Rights.--The rights and duties of
24 [mobile home park] manufactured home community owners and
25 operators and the [mobile] manufactured home [residents] lessees
26 may not be waived by any provisions of a written or oral
27 agreement. Any such agreement attempting to limit these rights
28 shall be void and unenforceable in the courts of the
29 Commonwealth.

30 Section 13. Damages.--(a) Any [mobile home park]

1 manufactured home community owner, operator or [resident] lessee
2 aggrieved by a violation of their rights under this act may
3 institute a private cause of action to recover damages, or for
4 treble damages where so provided in this act, or for restitution
5 in any appropriate court of initial jurisdiction within the
6 Commonwealth.

7 (b) If disclosure as required by section 6 was not provided
8 to the manufactured home community prospective first-time lessee
9 prior to execution of the manufactured home space rental
10 agreement or prior to initial occupancy of a manufactured home,
11 the rental agreement is voidable by the lessee DURING THE FIRST ←
12 YEAR OF OCCUPANCY until five CALENDAR days after the receipt of ←
13 the disclosure by the lessee.

14 (c) To ~~cancel~~ VOID the rental agreement, the prospective ←
15 first-time lessee shall deliver written notice to the
16 manufactured home community owner or operator within five days
17 after receipt of the disclosure and shall thereupon be entitled
18 to a refund from the owner or operator of the community of any
19 deposit together with installation costs for the manufactured
20 home, paid to the owner or operator of the community park by the ←
21 manufactured home occupant.

22 (d) The manufactured home community owner or operator may
23 not collect rent from a prospective first-time lessee until the
24 manufactured home community owner or operator and the lessee
25 have entered into the rental agreement.

26 (e) When the manufactured home community owner or operator
27 and a manufactured home lessee execute a new, renewed or
28 extended ~~space rental agreement~~ LEASE for a manufactured home ←
29 space, WHICH INCREASES RENT OR PAYABLES TO THE LESSOR, the ←
30 manufactured home community owner or operator may not collect

1 INCREASED RENT OR FEE PAYABLE rent from the manufactured home ←
2 lessee until the manufactured home community owner or operator
3 and the manufactured home lessee have entered into the new,
4 renewed or extended lease. After receiving 60 days' notice of
5 the community owner's or operator's intent to offer a new lease,
6 the manufactured home occupant shall have 30 days to either
7 accept the new, renewed or extended rental agreement or to
8 notify the manufactured home community owner or operator of
9 intent to vacate within 30 days. No INCREASED rent or FEE lease ←
10 charges shall be effective against a lessee ~~or occupant~~ prior to ←
11 the 61st day after receiving the owner or operator notice.

12 (f) A manufactured home lessee who chooses not to enter into
13 a new, renewed or extended rental agreement shall have 60 days
14 from the date of notification of intent to vacate the
15 manufactured home community, to enter into contract to sell or
16 to relocate the manufactured home. NO INCREASED RENT FEE OR ←
17 LEASE CHARGE SHALL APPLY DURING THIS PERIOD. So long as the
18 manufactured home community owner or operator complied with
19 disclosure as provided in section 6, the manufactured home
20 lessee who does not enter into a new, extended or renewed rental
21 agreement shall not be entitled to relocation costs.

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 resident] manufactured home community lessee or to change the
26 lease within six months of a [resident's] lessee's assertion of
27 [his] rights under this act or any other legal right shall raise
28 a presumption that such action constitutes a retaliatory and
29 unlawful eviction by the owner or operator and is in violation
30 of this act. Such a presumption may be rebutted by competent

1 evidence presented in any appropriate court of initial
2 jurisdiction within the Commonwealth.

3 Section 5. This act shall apply to:

4 (1) New sales and leases of manufactured home community
5 spaces entered into after the effective date of this section.

6 (2) Extensions and renewals of leases of manufactured
7 home community spaces entered into after the effective date
8 of this ~~act~~ SECTION. ←

9 Section 6. This act shall take effect in 150 days.