
THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 765 Session of
2023

INTRODUCED BY KINKEAD, N. NELSON, MADDEN, HILL-EVANS, SANCHEZ,
D. WILLIAMS, HOHENSTEIN, CERRATO, WAXMAN, McNEILL AND CEPEDA-
FREYTIZ, MARCH 30, 2023

REFERRED TO COMMITTEE ON HOUSING AND COMMUNITY DEVELOPMENT,
MARCH 30, 2023

AN ACT

1 Amending the act of April 6, 1951 (P.L.69, No.20), entitled "An
2 act relating to the rights, obligations and liabilities of
3 landlord and tenant and of parties dealing with them and
4 amending, revising, changing and consolidating the law
5 relating thereto," providing for tenant's rights.

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

8 Section 1. The act of April 6, 1951 (P.L.69, No.20), known
9 as The Landlord and Tenant Act of 1951, is amended by adding an
10 article to read:

11 ARTICLE V-C

12 TENANT'S RIGHTS

13 Section 501-C. Evictions.

14 (a) Refusal or termination.--A landlord may only terminate
15 or refuse to renew the lease of a lessee, or may evict a lessee
16 and rental home occupant, for one of the following reasons:

17 (1) Nonpayment of rent.

18 (2) A second or subsequent violation of the community

1 rules or lease occurring within a six-month period.

2 (3) If there is a change in use of the community land or
3 any part of community land.

4 (4) Termination of the rental home property.

5 (b) Eviction procedure.--The following shall apply for a
6 rental home lessee eviction:

7 (1) A lessee may not be evicted by a self-help measure.

8 (2) Prior to the commencement of any eviction proceeding
9 or the termination of or failure to renew the lease of a
10 lessee, the landlord shall notify the rental home lessee in
11 writing of the particular breach or violation of the lease by
12 certified or registered mail.

13 (3) In the case of nonpayment of rent, the notice under
14 paragraph (2) shall state that an eviction proceeding may be
15 commenced if the rental home lessee does not pay the overdue
16 rent within 20 days from the date of service if the notice is
17 given on or after April 1 and before September 1, and 30 days
18 if given on or after September 1 and before April 1 or an
19 additional nonpayment of rent occurring within six months of
20 the giving of the notice may result in immediate eviction
21 proceedings.

22 (4) In the case of a breach of the lease or violation of
23 the community rules, other than nonpayment of rent under
24 paragraph (3), the notice shall describe the particular
25 breach or violation. No eviction action may be commenced nor
26 shall the landlord terminate or refuse to renew the lease of
27 the rental home lessee unless the rental home lessee has been
28 notified as required by this section. Upon a second or
29 subsequent violation or breach occurring within six months,
30 the landlord may commence eviction proceedings at any time

1 within 60 days of the last violation or breach.

2 (c) Nonenforcement of rules.--A rental home lessee shall not
3 be evicted nor shall the landlord terminate or refuse to renew
4 the lease of a rental home lessee when there is proof that the
5 rules the lessee is accused of violating are not enforced with
6 respect to the other rental home lessees or nonresidents on the
7 community premises.

8 Section 502-C. Community rules and regulations.

9 (a) Establishment.--A landlord may at any time establish
10 fair and reasonable rules and regulations reasonably related to
11 the health, safety and upkeep of the community, provided the
12 rules and regulations are not arbitrary or capricious and are
13 included in any written lease and delivered to existing lessees
14 and posted in the public portion of the community office or
15 other conspicuous and readily accessible place near the rental
16 property.

17 (b) Uniform application.--All rules or rental charges shall
18 be uniformly applied to all rental home lessees or prospective
19 rental home occupants of the same or similar category. The
20 lessee shall be provided with a written copy of the rules and
21 regulations prior to the owner's or operator's acceptance of any
22 initial deposit, fee or rent. In addition, a copy of this
23 article shall be posted in the public portion of the community
24 office or other conspicuous and readily accessible place in the
25 rental home, and a copy of the following notice shall be
26 reproduced in capital typewritten letters or in ten-point
27 boldface print and be given to each resident upon entering into
28 the lease:

29 IMPORTANT NOTICE REQUIRED BY LAW

30 The rules set forth below govern the terms of your lease or

1 occupancy agreement with this rental home. The law requires all
2 of these rules to be fair and reasonable.

3 As a lessee, you may continue to stay in this community as
4 long as you pay your rent and other reasonable fees, service
5 charges and assessments hereinafter set forth and abide by the
6 rules of the community. Entrance and exit fees may not be
7 charged.

8 As a lessee, you may be evicted for any of the following
9 reasons:

10 (1) Nonpayment of rent.

11 (2) A second or subsequent violation of the community
12 rules or lease occurring within a six-month period.

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

15 (4) Termination of the rental home property.

16 As a lessee, you shall only be evicted in accordance with the
17 following procedure:

18 (1) A lessee shall not be evicted by any self-help
19 measure.

20 (2) Prior to the commencement of any eviction
21 proceeding, the landlord shall notify the lessee in writing
22 of the particular breach or violation of the lease or
23 community rules by certified or registered mail.

24 (3) In the case of nonpayment of rent, the notice under
25 paragraph (2) shall state that an eviction proceeding may be
26 commenced if the rental home lessee does not pay the overdue
27 rent within 20 days from the date of service if the notice is
28 given on or after April 1 and before September 1, and 30 days
29 if given on or after September 1 and before April 1 or an
30 additional nonpayment of rent occurring within six months of

1 the giving of the notice may result in immediate eviction
2 proceedings.

3 (4) In the case of a breach of the lease or violation of
4 the community rules, other than nonpayment of rent under
5 paragraph (3), the notice shall describe the particular
6 breach or violation. No eviction action shall be commenced
7 unless the lessee has been notified as required by this
8 section, and upon a second or subsequent violation or breach
9 occurring within six months, the landlord may commence
10 eviction proceedings at any time within 60 days of the last
11 violation or breach.

12 As a lessee, you may not be evicted when there is proof that
13 the rules you as the lessee are accused of violating are not
14 enforced with respect to the other rental home residents or
15 nonresidents on the community premises.

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

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

30 The Attorney General of the Commonwealth of Pennsylvania or

1 the District Attorney of the county in which the rental home is
2 located shall enforce these provisions. As a lessee, you may
3 also bring a private cause of action. If your rights are
4 violated you may contact the Bureau of Consumer Protection or
5 your local District Attorney.

6 Section 503-C. Disclosure of fees.

7 (a) Disclosure of utilities.--All rent, fees, service
8 charges and assessments payable to the landlord and utility
9 charges for water, sewer, trash, Internet, cable, electricity
10 and fuel charges payable to the landlord and notice of any other
11 utility charges for which the lessee may be responsible shall be
12 fully disclosed in writing to a prospective rental home lessee
13 prior to the rental home owner or operator's acceptance of any
14 initial deposit, fee or rent and prior to execution of the
15 rental home space lease. For current rental home residents, the
16 rental home community owner or operator shall fully disclose all
17 rent, fees, service charges and assessments payable to the
18 community owner and utility charges for water, sewer, trash,
19 cable, electricity and fuel charges payable to others in writing
20 prior to the execution of a mandatory lease of at least one
21 month in duration.

22 (b) Signature.--The landlord may require that the
23 prospective lessee or current lessee sign a receipt indicating
24 receipt of a copy of the required disclosure and the rental home
25 community rules and regulations so long as the documents are
26 clearly identified in the receipt itself. The receipt shall
27 indicate nothing more than that the documents identified in the
28 receipt have been received by the lessee.

29 (c) Disclosure.--Failure to disclose rent, fees, service
30 charges and assessments shall render the rent, fees, service

1 charges and assessments void and unenforceable in this
2 Commonwealth. Increases in rent, fees, service charges and
3 assessments payable to the landlord shall be unenforceable until
4 30 days after notice thereof has been posted in the public
5 portion of the community office or other conspicuous and readily
6 accessible place in the rental home and mailed to the rental
7 home lessee. Rent may not be increased during the term of the
8 lease.

9 (d) Cover sheet.--The written disclosure shall contain a
10 cover sheet with the following statement in 12-point, sans-serif
11 type, except the term "five calendar days" in the final
12 paragraph of the notice shall appear in 16-point, sans-serif,
13 bold type:

14 This document contains important information regarding
15 your legal rights and your financial obligations in
16 leasing or renewing or signing a new lease for a rental
17 home. Make sure that you read the entire document and
18 seek legal advice if you have any questions regarding the
19 information stated in this document.

20 The statements contained in this disclosure are only
21 summary in nature. A prospective lessee should refer to
22 all references, including all lease or rental agreement
23 documents as well as any rules and regulations that have
24 been established for the rental home community. Oral
25 representations should not be relied on as correctly
26 stating the representations of the rental home community
27 owner or operator. Instead, you should refer to the lease
28 or rental agreement and required disclosure documents for
29 correct representations. You should also refer to the act
30 of November 24, 1976 (P.L.1176, No.261), known as the

1 Manufactured Home Community Rights Act, to become
2 familiar with your obligations and rights as a rental
3 home resident.

4 You have five calendar days from the date you received
5 this documentation to cancel your agreement in writing to
6 the rental home community owner or operator.

7 (e) Disclosures.--All new leases, lease extensions and lease
8 renewals, which are for more than a 60-day period, shall contain
9 the following full disclosures:

10 (1) The manner in which utility and other services,
11 including sewage and waste disposal, cable television, water
12 supply and storm drainage, will be provided, and the entity
13 providing them. The services or user fees charged by the
14 landlord for the services provided by the rental home owner
15 shall also be disclosed.

16 (2) An explanation of the manner in which the rental
17 amount will be increased, including notification to the
18 rental home lessee at least 60 days in advance of the
19 increase.

20 (3) Disclosure of any factors that may affect the rental
21 amount, including the following factors:

22 (i) Water rates.

23 (ii) Sewer rates.

24 (iii) Waste disposal rates.

25 (iv) Maintenance costs, including costs of deferred
26 maintenance.

27 (v) Management costs.

28 (vi) Property taxes.

29 (vii) Major repairs or improvements.

30 (viii) Any other fees, costs, assessments or service

1 charges that the rental home lessee is required to pay or
2 that the rental home owner or operator intends to charge
3 during the terms of the lease or rental agreement.

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

6 (5) A report of the utility fees charged for the rental
7 home paid to the landlord by a prior lessee during the
8 previous 12 months.

9 (6) Disclosure of all service charges currently charged
10 for services offered which the rental home lessee may elect
11 to incur and the manner in which the fees will be increased.

12 (7) Any rental home community rules and regulations that
13 have been established and an explanation of the manner in
14 which the rules and regulations will be set, changed or
15 promulgated.

16 (8) The rent history of the rental home for the three
17 full calendar years immediately preceding the prospective
18 initial rental agreement date. The information under this
19 paragraph shall be for basic rental fees only and shall not
20 apply to other fees such as late charges and guest fees.
21 Additionally, the calculation of rent history shall be posted
22 in the public portion of the rental home community's rental
23 office or other conspicuous and readily accessible place and
24 in the same place as any rules and regulations that have been
25 established for the rental home community are posted.

26 (9) Citations or other documents from Federal, State or
27 local governmental agencies which require the rental home
28 community owner to take corrective action, including
29 citations from the Department of Environmental Protection
30 regarding water and sewage. The information shall also be

1 posted within the community in the same place as the rules
2 and regulations are displayed until the corrective action has
3 been completed.

4 Section 504-C. Other fees.

5 In accordance with a lessee's right to invite to the lessee's
6 dwelling unit social and business visitors as the lessee wishes,
7 no fee may be charged for overnight visitors or guests occupying
8 a lessee's rental home. If an overnight visitor or guest
9 frequently remain overnight for residential purposes so as to
10 increase the number of persons normally living in the unit, the
11 owner or operator of a rental home may revise the rent due to
12 conform to the rent paid by other lessees with a like number of
13 members in their household.

14 Section 505-C. Sale or lease of rental home.

15 (a) Written notice of sale or lease.--In the event of the
16 sale or lease of a rental home, a rental home owner shall
17 provide written notice to the residents and tenants of the
18 community and to the Pennsylvania Housing Finance Agency. The
19 notice shall be sent within 30 days after any agreement of sale
20 is signed. The notice shall be posted in the same conspicuous
21 and readily accessible place in the rental home community where
22 the rules and regulations are posted, pursuant to section 502-C.

23 (b) New owner notice.--Within 30 days of transfer of title
24 to the community, the new owner shall notify the residents and
25 tenants of the name of the new owner and contact information for
26 either the new owner or new operator of the community. The
27 notice shall be mailed to each resident and tenant and shall be
28 posted immediately in the same conspicuous and readily
29 accessible place in the rental home community where the rules
30 and regulations are posted, pursuant to section 502-C.

1 Section 506-C. Closure of rental home.

2 (a) Requirements.--In the event of the closure of a rental
3 home, in whole or in part, the rental home owner shall:

4 (1) Provide written notice to the residents and tenants
5 of the community, to the resident association if one exists,
6 to the Pennsylvania Housing Finance Agency and to the
7 municipality where the rental home is located within 60 days
8 of deciding to close the rental home. The notice shall
9 include the estimated date residents and tenants will be
10 expected to vacate the community, which shall be no less than
11 180 days from the date of the notice, and the estimated date
12 the community will be closed.

13 (2) Notify any prospective resident in writing, prior to
14 leasing a rental home, and any known prospective tenant,
15 prior to leasing a rental home, of the scheduled closing
16 date.

17 (b) Consideration.--A rental home owner shall consider any
18 offer to purchase the community made by a resident association
19 representing at least 25% of the tenants or by a nonprofit
20 corporation, including a community development corporation,
21 housing authority or redevelopment authority acting at the
22 request of the residents of at least 25% of the units and shall
23 negotiate in good faith with the entity submitting the offer.

24 (c) Penalty prohibited.--A tenant who rents a unit in a
25 rental home shall have the right to terminate the lease without
26 penalty upon receiving notice of the planned closing of the
27 rental home.

28 Section 507-C. Notice requirements in event of closure of
29 rental home.

30 (a) Certification and recipient.--The notice given to the

1 Pennsylvania Housing Finance Agency under section 505-C shall be
2 sent by certified mail and shall be addressed to the legal
3 department of the Pennsylvania Housing Finance Agency.

4 (b) Publication and other requirements.--

5 (1) Within 60 days of the effective date of this
6 section, the Pennsylvania Housing Finance Agency shall
7 transmit notice to the Legislative Reference Bureau for
8 publication in the next available issue of the Pennsylvania
9 Bulletin stating the agency is compiling a list of parties
10 interested in receiving copies of any notice received by it
11 under sections 505-C and 506-C and inviting the parties to
12 provide contact information to receive notices of community
13 sales or closures. The notice under this paragraph shall also
14 be published on the agency's publicly accessible Internet
15 website. Interested parties may indicate their region of the
16 Commonwealth or that they operate Statewide.

17 (2) The Pennsylvania Housing Finance Agency shall send
18 copies of notices received under this section to parties on
19 the list that are Statewide or within the region the parties
20 identify under paragraph (1). Notices shall be sent by
21 regular mail or by email within 10 calendar days of the
22 receipt of a notice.

23 (3) Nothing in this subsection shall be construed to
24 create any liability for the Pennsylvania Housing Finance
25 Agency or otherwise to affect the transfer of any real
26 property in the event there is a failure to provide notice in
27 accordance with this act.

28 (c) Notice requirements.--A notice given under subsection
29 (b) (2) shall be:

30 (1) Delivered to an adult resident of each rental home

1 unit within the rental home or mailed by first class mail to
2 the resident or tenant of each unit.

3 (2) Posted in the same conspicuous and readily
4 accessible place in the rental home community where the rules
5 and regulations are posted under section 502-C.

6 (d) Personal notice.--A notice given under subsection (b) (2)
7 shall be given personally to the prospective resident or known
8 prospective tenant.

9 Section 508-C. Waiver of rights.

10 The rights and duties of rental home owners and operators and
11 the rental home lessees may not be waived by any provisions of a
12 written or oral agreement. Any agreement attempting to limit
13 rights under this section shall be void and unenforceable in
14 this Commonwealth.

15 Section 509-C. Damages.

16 (a) Cause of action.--Any rental home owner, operator or
17 lessee aggrieved by a violation of their rights under this
18 article may institute a private cause of action to recover
19 damages, or for treble damages where provided in this article or
20 restitution in any appropriate court of initial jurisdiction in
21 this Commonwealth.

22 (b) Disclosure.--If disclosure as required by section 503-C
23 was not provided to the rental home prospective first-time
24 lessee prior to execution of the rental agreement or prior to
25 initial occupancy of a unit, the rental agreement shall be
26 voidable by the lessee during the first year of occupancy until
27 five calendar days after the receipt of the disclosure by the
28 lessee.

29 (c) Notice of void.--To void the rental agreement, the
30 prospective first-time lessee shall deliver written notice to

1 the rental home owner or operator within five days after receipt
2 of the disclosure and shall be entitled to a refund from the
3 owner or operator of the rental home.

4 (d) Collection of rent.--The rental home owner or operator
5 may not collect rent from a prospective first-time lessee until
6 the rental home owner or operator and the lessee have entered
7 into the rental agreement.

8 (e) Increased rent collection.--When the rental home owner
9 or operator and a rental lessee execute a new, renewed or
10 extended lease for a rental home unit, which increases rent or
11 payables to the lessor, the rental home owner or operator may
12 not collect increased rent from the rental home lessee until the
13 rental home owner or operator and the rental home lessee have
14 entered into the new, renewed or extended lease. After receiving
15 60 days' notice of the rental home owner's or operator's intent
16 to offer a new lease, the rental home occupant shall have 30
17 days to either accept the new, renewed or extended rental
18 agreement or to notify the rental home owner or operator of
19 intent to vacate within 30 days. No increased rent or fee lease
20 charges shall be effective against a lessee prior to the 61st
21 day after receiving the owner or operator notice.

22 Section 510-C. Restraining prohibited acts.

23 Whenever the Attorney General or a district attorney has
24 reason to believe that any person is using or is about to use
25 any method, act or practice declared by this article to be
26 prohibited, and that proceedings would be in the public
27 interest, the Attorney General or district attorney may bring an
28 action in the name of the Commonwealth against the person to
29 restrain by temporary or permanent injunction the use of the
30 method, act or practice.

1 Section 511-C. Enforcement.

2 The Attorney General shall have the power and duty to enforce
3 the provisions of this article, but in no event shall an
4 individual be prohibited or otherwise restricted from initiating
5 a private cause of action under any right or remedy conferred by
6 this article.

7 Section 512-C. Retaliatory evictions.

8 Any action by a rental home owner or operator to recover
9 possession of real property from a rental home lessee or to
10 change the lease within six months of a lessee's assertion of
11 rights under this article or any other legal right shall raise a
12 presumption that the action constitutes a retaliatory and
13 unlawful eviction by the owner or operator and is in violation
14 of this article. A presumption under this section may be
15 rebutted by competent evidence presented in any appropriate
16 court of initial jurisdiction in this Commonwealth.

17 Section 513-C. Remedies.

18 A violation of this act may be enforced as provided by
19 sections 509-C, 510-C, 511-C and 512-C and shall also constitute
20 an unfair or deceptive act or practice within the meaning of
21 section 2(4) of the act of December 17, 1968 (P.L.1224, No.387),
22 known as the Unfair Trade Practices and Consumer Protection Law,
23 and shall be a violation of and shall be subject to the
24 enforcement provisions and private rights of action contained in
25 the Unfair Trade Practices and Consumer Protection Law.
26 Residents shall have the right to seek injunctive relief to
27 enforce compliance with this section and sections 505-C and 506-
28 C.

29 Section 2. This act shall take effect in 90 days.