

No. 261

AN ACT

HB 488

Providing for the rights and duties of mobile home owners or operators and mobile home residents.

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

Section 1. Short Title.—This act shall be known and may be cited as the “Mobile Home Park Rights Act.”

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

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

“Mobile home park” means any site, lot, field or tract of land, privately or publicly owned or operated, upon which three or more mobile homes, occupied for dwelling or sleeping purposes, are or are intended to be located, regardless of whether or not a charge is made for such accommodation.

“Mobile home resident” means an owner of a mobile home who leases or rents space in a mobile home park. The term does not include a person who rents or leases a mobile home.

“Mobile home space” means a plot of ground within a mobile home park designed for the accommodation of one mobile home.

“Rent” means ground rent for a mobile home site.

“Service charges” means charges for electricity, gas service which is underground and piped directly to individual units within the park, trash removal, sewage and water.

Section 3. Evictions.—(a) A mobile home resident shall only be evicted for any of the following reasons:

- (1) Nonpayment of rent.
  - (2) A second or subsequent violation of the rules of the mobile home park occurring within a six-month period.
  - (3) If there is a change in use of the park land or parts thereof.
  - (4) Termination of mobile home park.
- (b) A mobile home resident shall only be evicted in accordance with the following procedure:

- (1) A resident shall not be evicted by any self-help measure.
- (2) Prior to the commencement of any eviction proceeding, the mobile

home park owner shall notify the mobile home park resident in writing of the particular breach or violation of the lease or park rules by certified or registered mail.

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

(ii) In the case of a breach of the lease or violation of the park rules, other than nonpayment of rent, the notice shall describe the particular breach or violation. No eviction action shall be commenced unless the mobile home park resident has been notified as required by this section, and upon a second or subsequent violation or breach occurring within six months, the mobile home park owner may commence eviction proceedings at any time within 60 days of the last violation or breach.

(c) A mobile home resident shall not be evicted when there is proof that the rules he is accused of violating are not enforced with respect to the other mobile home residents or nonresidents on the park premises.

Section 4. Park Rules and Regulations.—The owner or operator of a mobile home park may at any time establish fair and reasonable rules and regulations reasonably related to the health, or safety of residents in the park or to the upkeep of the park, provided such rules and regulations are included in any written lease and delivered to existing residents and are posted in a conspicuous and readily accessible place in the mobile home park. All rules or rental charges shall be uniformly applied to all mobile home residents or prospective mobile home residents of the same or similar category. When the lease or rental agreement is oral, the resident shall be provided with a written copy of such rules and regulations prior to the owner's or operator's acceptance of any initial deposit, fee or rent. In addition a copy of this act shall be posted in a conspicuous and readily accessible place in the mobile home park and a copy of the following notice shall be reproduced in capital typewritten letters or in ten-point boldface print and be given to each resident upon entering into the lease.

#### “IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy agreement with this mobile home park. The law requires all of these rules to be fair and reasonable.

You may continue to stay in this park as long as you pay your rent and other reasonable fees, service charges and assessments hereinafter set forth and abide by the rules of the park. Entrance and exit fees may not be charged. Installation and removal fees may not be charged in excess of the actual cost to the mobile home park owner or operator for providing

such service for the installation or removal of a mobile home in a mobile home space.

You may be evicted for any of the following reasons:

- (1) Nonpayment of rent.
- (2) A second or subsequent violation of the rules of the mobile home park occurring within a six-month period.
- (3) If there is a change in use of the park land or parts thereof.
- (4) Termination of mobile home park.

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

- (1) A resident shall not be evicted by any self-help measure.
- (2) Prior to the commencement of any eviction proceeding, the mobile home park owner shall notify you in writing of the particular breach or violation of the lease or park rules by certified or registered mail.

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

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

You shall not be evicted when there is proof that the rules you are accused of violating are not enforced with respect to the other mobile home residents or nonresidents on the park premises.

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

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

If you desire to sell your mobile home, the mobile home park owner may not prevent the sale and may not claim any fee in connection therewith, unless there exists a separate written agreement. However, the

mobile home park owner may reserve the right to approve the purchaser as a resident in the mobile home park.

Enforcement of the Mobile Home Park Rights Act is by the Attorney General of the Commonwealth of Pennsylvania or the District Attorney of the county in which the mobile home park is located. You may also bring a private cause of action. If your rights are violated you may contact the State Bureau of Consumer Protection or your local District Attorney.”

Section 5. Underskirting and Tie-down Equipment.—A mobile home park owner or operator may designate the type of material or manner of installation for underskirting, awnings, porches, fences or other additions and alterations to the exterior of the mobile home and tie-down equipment used in a mobile home space in order to insure the safety and good appearance of the mobile home park, but under no circumstances may a resident be required to purchase such equipment from a supplier designated by the park owner or operator.

Section 6. Disclosure of Fees.—All rent, fees, service charges and assessments shall be fully disclosed in writing to a resident prior to the owner or operator’s acceptance of any initial deposit, fee or rent. Failure to disclose such rent, fees, service charges and assessments shall render them void and unenforceable in the courts of the Commonwealth. Increases in such rent, fees, service charges and assessments shall be unenforceable until 30 days after notice thereof has been posted in the mobile home park and mailed to the resident. However, rent shall not be increased during the term of the lease.

Section 7. Appliance Installation Fees.—No mobile home park owner or operator may restrict the making of any interior improvements in a mobile home so long as such improvements are in compliance with applicable building codes and other provisions of law; nor may he restrict the installation, service or maintenance of an electric or gas appliance in a mobile home or charge any fee for such installation unless the fee reflects the actual cost to the mobile home park owner or operator of such installation or its use.

Section 8. Entrance and Exit Fees.—Entrance and exit fees may not be charged.

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

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

**Section 10. Other Fees.**—In accordance with a resident's right to invite to his dwelling unit such social and business visitors as he wishes, no fee may be charged for overnight visitors or guests occupying a resident's mobile home. However, if such overnight visitors or guests so frequently remain overnight for residential purposes so as to increase the number of persons normally living in said unit, the owner or operator of a mobile home park may revise the rent due to conform to the rent paid by other residents with a like number of members in their household.

**Section 11. Sale of Mobile Homes.**—Any rule, regulation or condition of a lease purporting to prevent the sale of a mobile home belonging to a resident shall be void and unenforceable in the courts of the Commonwealth. The mobile home park owner or operator may reserve the right to approve the purchaser of said mobile home as a resident, but such approval may not be unreasonably withheld. Any claim for a fee or commission in connection with the sale of such mobile home shall be void and unenforceable unless the claimant shall in fact have acted as a bona fide licensed mobile home sales agent for the mobile home owner pursuant to a separate written agreement.

**Section 12. Waiver of Rights.**—The rights and duties of mobile home park owners and operators and the mobile home residents may not be waived by any provisions of a written or oral agreement. Any such agreement attempting to limit these rights shall be void and unenforceable in the courts of the Commonwealth.

**Section 13. Damages.**—Any mobile home park owner, operator or resident aggrieved by a violation of their rights under this act may institute a private cause of action to recover damages, or for treble damages where so provided in this act, or for restitution in any appropriate court of initial jurisdiction within the Commonwealth.

**Section 14. Restraining Prohibited Acts.**—Whenever the Attorney General or a District Attorney has reason to believe that any person is using or is about to use any method, act or practice declared by this act to be prohibited, and that proceedings would be in the public interest, he may bring an action in the name of the Commonwealth against such person to restrain by temporary or permanent injunction the use of such method, act or practice. The action may be brought in the court of common pleas of the county in which such person resides, has his principal place of business, or is doing business, or may be brought in the Commonwealth Court. The said courts are authorized to issue temporary or permanent injunctions to restrain and prevent violations of this act and such injunctions shall be issued without bond.

**Section 15. Enforcement.**—The Attorney General shall have the power and it shall be his duty to enforce the provisions of this act, but in no

event shall an individual be prohibited or otherwise restricted from initiating a private cause of action pursuant to any right or remedy conferred by this act.

Section 16. Retaliatory Evictions.—Any action by a mobile home park owner or operator to recover possession of real property from a mobile home park resident or to change the lease within six months of a resident's assertion of his rights under this act or any other legal right shall raise a presumption that such action constitutes a retaliatory and unlawful eviction by the owner or operator and is in violation of this act. Such a presumption may be rebutted by competent evidence presented in any appropriate court of initial jurisdiction within the Commonwealth.

Section 17. Effective Date.—This act shall take effect in 60 days.

APPROVED—The 24th day of November, A. D. 1976.

MILTON J. SHAPP