

PENNSYLVANIA MANUFACTURED HOUSING ASSOCIATION

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Manufactured Home Community Rights Act

ACT 261 of 1976 as amended
by Act 80 of 2010



MANUFACTURED HOME COMMUNITY RIGHTS ACT

Act 261 of 1976 as amended by Act 80 of 2010

AN ACT

HB2212

Amending the act of November 24, 1976 (P.L.1176, No.261), entitled "An act providing for the rights and duties of mobile home owners or operators and mobile home residents," further providing for short title and for definitions; providing for written leases; further providing for disclosure of fees; and making editorial changes.

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

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

AN ACT

Providing for the rights and duties of manufactured home owners or operators and [mobile] manufactured home lessees.

Section 1. Short Title.--This act shall be known and may be cited as the "Manufactured Home Community Rights Act."

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

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

"Agency." The Office of Attorney General.

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

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

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

"Lessee." A PERSON that rents a manufactured home community space and is the responsible party for the performance of the terms of lease.

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

"Manufactured home." The term includes:

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

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

"Manufactured home community" or "community." A site, lot, field or tract of land, privately or publicly owned or operated, upon which three or more manufactured 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.

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

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

"Manufactured home resident." An owner of a manufactured home who leases or rents space in a manufactured home community. The term does not include a person who rents or leases a manufactured home.

"Manufactured home space." A plot of ground within a manufactured home community designed for the accommodation of one manufactured home.

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

"Rent." Ground rent for a manufactured home space.

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

"Service charges." Charges for electricity, gas service which is underground and piped directly to individual units within a manufactured home community, trash removal, sewage, water, INTERNET, cable and all other utilities.

Section 3. Evictions.--(a) A manufactured home community owner may terminate or refuse to renew the lease of a lessee or may evict a lessee and manufactured home occupants only for one of the following reasons:

(1) Nonpayment of rent.

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

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

(4) Termination of the manufactured home community.

(b) A manufactured home lessee shall only be evicted in accordance with the following procedure:

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

(2) Prior to the commencement of any eviction proceeding or the termination of or failure to renew the lease of a lessee, the manufactured home community owner shall notify the manufactured home community lessee in writing of the particular breach or violation of the lease or community 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 manufactured home lessee 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 community rules, other than nonpayment of rent, the notice shall describe the particular breach or violation. No eviction action shall be commenced nor shall the manufactured home community owner terminate or refuse to renew the lease of the manufactured home community lessee unless the manufactured home community lessee has been notified as required by this section, and upon a second or subsequent violation or breach occurring within six months, the manufactured home community owner may commence eviction proceedings at any time within 60 days of the last violation or breach.

(c) A manufactured home community lessee shall not be evicted nor shall the manufactured home community owner terminate or refuse to renew the lease of a manufactured home community lessee when there is proof that the rules the lessee is accused of violating are not enforced with respect to the other manufactured home lessees or nonresidents on the community premises.

Section 4. Community Rules and Regulations.--(a) A manufactured home community owner may at any time establish fair and reasonable rules and regulations reasonably related to the health,

safety and upkeep of the community, provided the rules and regulations are not arbitrary or capricious and are included in any written lease and delivered to existing lessees and are posted in the public portion of the community office or other conspicuous and readily accessible place in the manufactured home community.

(b) All rules or rental charges shall be uniformly applied to all manufactured home lessees or prospective manufactured home occupants of the same or similar category. THE LESSEE SHALL BE PROVIDED WITH A WRITTEN COPY OF THE 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 the public portion of the community office or other 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 manufactured home community. The law requires all of these rules to be fair and reasonable.

As a lessee, you may continue to stay in this community 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 community. Entrance and exit fees may not be charged. Installation and removal fees may not be charged in excess of the actual cost to the manufactured home community owner or operator for providing such service for the installation or removal of a manufactured home in a manufactured home space.

As a lessee, 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 manufactured home community occurring within a six-month period.
- (3) If there is a change in use of the community land or parts thereof.
- (4) Termination of manufactured home community.

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

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

owner shall notify the lessee in writing of the particular breach or violation of the lease or community 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 manufactured home lessee 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 community rules, other than nonpayment of rent, the notice shall describe the particular breach or violation. No eviction action shall be commenced unless the lessee has been notified as required by this section, and upon a second or subsequent violation or breach occurring within six months, the manufactured home community owner may commence eviction proceedings at any time within 60 days of the last violation or breach.

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

In addition, no eviction proceeding for nonpayment of rent may be commenced against you as the lessee 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 as the lessee 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 community owner shall not restrict your right to do so.

If you desire to sell your manufactured home, the manufactured home community owner may not prevent the sale and may not claim any fee in connection therewith, unless there exists a separate written fee agreement. However, the manufactured home community owner may reserve the right to approve the purchaser as a resident in the manufactured home community.

Enforcement of the Manufactured Home Community Rights Act is by the Attorney General of the

Commonwealth of Pennsylvania or the District Attorney of the county in which the manufactured home community is located. As a lessee, 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 3. The act is amended by adding a section to read:

Section 4-A. Written Lease.--(a) Every lease for a manufactured home space shall be in writing and shall be for a duration term of one month, unless a longer period is mutually agreed upon by both the lessee and manufactured home community owner, and shall be renewable.

(b) RENTS FOR A MOBILE HOME SITE, COMMONLY KNOWN AS GROUND RENTS, shall not change more than once in a 12-month period.

(c) FOR EACH LEASE PERIOD OVER 60 days prior to the expiration of the term of a manufactured home community lease, the manufactured home community owner shall offer the lessee a renewal lease for the same term and with the same provisions as the original agreement, unless the manufactured home community owner notifies the lessee in writing OF ANY CHANGES, at least 60 days prior to the expiration of the lease.

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

Section 5. Underskirting and Tie-down Equipment.--A manufactured home community 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 manufactured home and tie-down equipment compliant with all applicable requirements of the act of November 29, 2004 (P.L.1282, No.158), known as the Manufactured Housing Improvement Act and the act of November 10, 1999 (P.L.491, No.45), known as the Pennsylvania Construction Code Act, in order to insure the safety and good appearance of the manufactured home community, but under no circumstances may a resident be required to purchase such equipment from a supplier designated by the community owner or operator.

Section 6. Disclosure of Fees.--(a) All rent, fees, service charges and assessments payable to the community owner and utility charges for water, sewer, trash, INTERNET, cable, electricity and fuel charges payable to the owners ~~or others~~ AND NOTICE OF ANY OTHER UTILITY CHARGES FOR WHICH THE LESSEE MAY BE RESPONSIBLE shall be fully disclosed in writing to a prospective manufactured home lessee prior to the manufactured home community owner or operator's

acceptance of any initial deposit, fee or rent and prior to execution of the manufactured home space lease. For current manufactured home residents the manufactured home community owner or operator shall fully disclose all rent, fees, service charges and assessments payable to the community owner and utility charges for water, sewer, trash, cable, electricity and fuel charges payable to others in writing prior to the execution of a mandatory lease of at least one month in duration.

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

(c) 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 payable to the owner shall be unenforceable until 30 days after notice thereof has been posted in the public portion of the community office or other conspicuous and readily accessible place in the manufactured home community and mailed to the manufactured home lessee. However, rent shall not be increased during the term of the lease.

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

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

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

Community Rights Act, to become familiar with your obligations and rights as a manufactured home resident.

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

(e) All new leases, lease extensions and lease renewals, WHICH ARE FOR MORE THAN A 60-DAY PERIOD, shall contain the following full disclosures:

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

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

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

(i) Water rates.

(ii) Sewer rates.

(iii) Waste disposal rates.

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

(v) Management costs.

(vi) Property taxes.

(vii) Major repairs or improvements.

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

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

(5) A report of the utility fees charged for the manufactured home space paid to the COMMUNITY OWNER by a prior lessee during the previous 12 months.

(6) Disclosure of all SERVICE CHARGES currently charged for services offered which the

manufactured home lessee may elect to incur and the manner in which the fees will be increased.

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

(8) THE rent history OF THE MANUFACTURED HOME SPACE for the three full calendar years immediately preceding the prospective initial rental agreement date. This information shall be for basic manufactured home space rental only and does not apply to other fees such as late charges and guest fees. Additionally, the calculation of rent history shall be posted in the public portion of the manufactured home community's rental office or other conspicuous and readily accessible place and in the same place as any rules and regulations that have been established for the manufactured home community are posted.

(9) Citations or other documents from Federal, State or local governmental agencies which require the manufactured home community owner to take corrective action, including citations from the Department of Environmental Protection regarding water and sewage. Such information shall also be posted within the community in the same place as manufactured home community rules and regulations are displayed until the corrective action has been completed.

Section 7. Appliance Installation Fees.--No manufactured home community owner or operator may restrict the making of any interior improvements in a manufactured 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 manufactured home or charge any fee for such installation unless the fee reflects the actual cost to the manufactured home community owner or operator of such installation or its use.

Section 9. Installation and Removal Fees.--(a) Any fee charged by the community owner for the installation or removal of a manufactured home in a manufactured home space shall not exceed the actual cost to the manufactured home community owner or operator for providing such service. Such fees shall be refundable to the lessee 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 manufactured home. Failure to refund such fees as provided shall entitle the lessee to recover treble their amount plus court costs and reasonable attorney fees.

(b) Limitations on this type of installation fee shall not bar the manufactured home community

owner or operator from requiring a reasonable 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 lessee's right to invite to the lessee's dwelling unit such social and business visitors as the lessee wishes, no fee may be charged for overnight visitors or guests occupying a lessee's manufactured 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 the unit, the owner or operator of a manufactured home community may revise the rent due to conform to the rent paid by other lessees with a like number of members in their household.

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

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

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

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

(c) Failure of the resident seller to obtain a dated acknowledgment from the prospective buyer of

the manufactured home of receipt of the disclosure may be grounds for cancellation of the sale by the buyer.

Section 12. Waiver of Rights.--The rights and duties of manufactured home community owners and operators and the [mobile] manufactured home lessees 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.--(a) Any manufactured home community owner, operator or lessee 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.

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

(c) To VOID the rental agreement, the prospective first-time lessee shall deliver written notice to the manufactured home community owner or operator within five days after receipt of the disclosure and shall thereupon be entitled to a refund from the owner or operator of the community of any deposit together with installation costs for the manufactured home, paid to the owner or operator of the community park.

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

(e) When the manufactured home community owner or operator and a manufactured home lessee execute a new, renewed or extended LEASE for a manufactured home space, WHICH INCREASES RENT OR PAYABLES TO THE LESSOR, the manufactured home community owner or operator may not collect INCREASED RENT OR FEE PAYABLE rent from the manufactured home lessee until the manufactured home community owner or operator and the manufactured home lessee have entered into the new, renewed or extended lease. After receiving 60 days' notice of the community owner's or operator's intent to offer a new lease, the manufactured home occupant shall

have 30 days to either accept the new, renewed or extended rental agreement or to notify the manufactured home community owner or operator of intent to vacate within 30 days. No INCREASED rent or FEE lease charges shall be effective against a lessee prior to the 61st day after receiving the owner or operator notice.

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

Section 16. Retaliatory Evictions.--Any action by a manufactured home community owner or operator to recover possession of real property from a manufactured home community lessee or to change the lease within six months of a lessee's assertion of 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 5. This act shall apply to:

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

(2) Extensions and renewals of leases of manufactured home community spaces entered into after the effective date of this SECTION.

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

APPROVED – The 19th day of October, A.D. 2010

Edward G. Rendell, Governor