

1059

2013-2014 Regular Sessions

I N S E N A T E

(PREFILED)

January 9, 2013

Introduced by Sen. MAZIARZ -- read twice and ordered printed, and when printed to be committed to the Committee on Housing, Construction and Community Development

AN ACT to amend the real property law, in relation to requiring a manufactured home park owner or operator to give every manufactured home resident a copy of their resident's bill of rights

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 Section 1. Section 233 of the real property law, as amended by chap-  
2 ter 566 of the laws of 1996, paragraph 6 of subdivision b as amended and  
3 subdivision x as added by chapter 561 of the laws of 2008, paragraph 1  
4 of subdivision f as amended by chapter 48 of the laws of 1998, paragraph  
5 5 of subdivision f as added by chapter 103 of the laws of 1996, subdivi-  
6 sion w as amended by section 18 of part B of chapter 389 of the laws of  
7 1997, and paragraph 3-a of subdivision w as added by chapter 405 of the  
8 laws of 2001, is amended to read as follows:

9 S 233. Manufactured home parks; duties, responsibilities. a. Wherever  
10 used in this section:

11 1. The term "manufactured home [tenant] RESIDENT" means one who rents  
12 space in a manufactured home park from a manufactured home park owner or  
13 operator for the purpose of parking his OR HER manufactured home or one  
14 who rents a manufactured home in a manufactured home park from a manu-  
15 factured home park owner or operator.

16 2. The term "manufactured home owner" means one who holds title to a  
17 manufactured home.

18 3. The term "manufactured home park" means a contiguous parcel of  
19 privately owned land which is used for the accommodation of three or  
20 more manufactured homes occupied for year-round living.

21 4. The term "manufactured home" means a structure, transportable in  
22 one or more sections, which in the traveling mode, is eight body feet or

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets  
[ ] is old law to be omitted.

LBD02087-01-3

1 more in width or forty body feet or more in length, or, when erected on  
2 site, is three hundred twenty or more square feet, and which is built on  
3 a permanent chassis and designed to be used as a dwelling with or with-  
4 out a permanent foundation when connected to the required utilities, and  
5 includes the plumbing, heating, air-conditioning, and electrical systems  
6 contained therein; except that such term shall include a "mobile home"  
7 as defined in paragraph five OF THIS SUBDIVISION, and shall include a  
8 structure which meets all the requirements of this subdivision except  
9 the size requirements and with respect to which the manufacturer volun-  
10 tarily files a certification required by the secretary of housing and  
11 urban development.

12 5. The term "mobile home" means a moveable or portable unit, manufac-  
13 tured prior to January first, nineteen hundred seventy-six, designed and  
14 constructed to be towed on its own chassis, comprised of frame and  
15 wheels, connected to utilities, and designed and constructed without a  
16 permanent foundation for year-round living. A unit may contain parts  
17 that may be folded, collapsed or telescoped when being towed and  
18 expanded later to provide additional cubic capacity as well as two or  
19 more separately towable components designed to be joined into one inte-  
20 gral unit capable of being again separated into the components for  
21 repeated towing. "Mobile home" shall mean units designed to be used  
22 exclusively for residential purposes, excluding travel trailers.

23 6. THE TERM "RESIDENT'S BILL OF RIGHTS" MEANS A DOCUMENT PUBLISHED AND  
24 DISSEMINATED BY THE DIVISION OF HOUSING AND COMMUNITY RENEWAL SETTING  
25 FORTH THE PROVISIONS OF THIS SECTION.

26 b. A manufactured home park owner or operator may not evict a manufac-  
27 tured home [tenant] RESIDENT other than for the following reasons:

28 1. The manufactured home [tenant] RESIDENT continues in possession of  
29 any portion of the premises after the expiration of his OR HER term  
30 without the permission of the manufactured home park owner or operator.

31 2. The manufactured home [tenant] RESIDENT has defaulted in the  
32 payment of rent, pursuant to the agreement under which the premises are  
33 held, and a demand of the rent with at least thirty days notice in writ-  
34 ing has been served upon [him] SUCH RESIDENT as prescribed in section  
35 seven hundred thirty-five of the real property actions and proceedings  
36 law. Upon the acceptance of such delinquent rent together with allowable  
37 costs, an action instituted for nonpayment of rent shall be terminated.  
38 Any person succeeding to the manufactured home park owner or operator's  
39 interest in the premises may proceed under this subdivision for rent due  
40 [his] THE predecessor in interest if he OR SHE has a right thereto.

41 3. The premises, or any part thereof, are used or occupied as a  
42 bawdy-house, or house or place of assignation for lewd purposes or for  
43 purposes of prostitution, or for any illegal trade or business.

44 4. The manufactured home [tenant] RESIDENT is in violation of some  
45 federal, state or local law or ordinance which may be deemed detrimental  
46 to the safety and welfare of the other persons residing in the manufac-  
47 tured home park.

48 5. The manufactured home [tenant] RESIDENT or anyone occupying the  
49 manufactured home is in violation of any lease term or rule or regu-  
50 lation established by the manufactured home park owner or operator  
51 pursuant to this section, and has continued in violation for more than  
52 ten days after the manufactured home park owner or operator has given  
53 written notice of such violation to the manufactured home [tenant] RESI-  
54 DENT setting forth the lease term or rule or regulation violated and  
55 directing that the manufactured home [tenant] RESIDENT correct or cease  
56 violation of such lease term or rule or regulation within ten days from

1 the receipt of said notice. Upon the expiration of such period should  
2 the violation continue or should the manufactured home [tenant] RESIDENT  
3 or anyone occupying the manufactured home be deemed a persistent viola-  
4 tor of the lease term or rules and regulations, the park owner or opera-  
5 tor may serve written notice upon the manufactured home [tenant] RESI-  
6 DENT directing that [he] SUCH RESIDENT vacate the premises within thirty  
7 days of the receipt of said notice.

8 6. (i) The manufactured home park owner or operator proposes a change  
9 in the use of the land comprising the manufactured home park, or a  
10 portion thereof, on which the manufactured home is located, from manu-  
11 factured home lot rentals to some other use, provided the manufactured  
12 home owner is given written notice of the proposed change of use and the  
13 manufactured home owner's need to secure other accommodations. Whenever  
14 a manufactured home park owner or operator gives a notice of proposed  
15 change of use to any manufactured home owner, the manufactured home park  
16 owner or operator shall, at the same time, give notice of the proposed  
17 change of use to all other manufactured home owners in the manufactured  
18 home park who will be required to secure other accommodations as a  
19 result of such proposed change of use. Eviction proceedings based on a  
20 change in use shall not be commenced prior to six months from the  
21 service of notice of proposed change in use or the end of the lease  
22 term, whichever is later. Such notice shall be served in the manner  
23 prescribed in section seven hundred thirty-five of the real property  
24 actions and proceedings law or by certified mail, return receipt  
25 requested.

26 (ii) Where a purchaser of a manufactured home park certified that such  
27 purchaser did not intend to change the use of the land pursuant to para-  
28 graph (b) of subdivision two of section two hundred thirty-three-a of  
29 this article, no eviction proceedings based on a change of use shall be  
30 commenced until the expiration of sixty months from the date of the  
31 closing on the sale of the park.

32 c. If the manufactured home park owner or operator does not have one  
33 of the above grounds available, the manufactured home [tenant] RESIDENT  
34 may raise the same by affirmative defense to an action for eviction.

35 d. The proceedings to evict shall be governed by the procedures set  
36 forth in article seven of the real property actions and proceedings law,  
37 except for the provisions of subdivision two of section seven hundred  
38 forty-nine of the real property actions and proceedings law which shall  
39 be superseded by the provisions of this subdivision.

40 1. The officer to whom the warrant is directed and delivered shall  
41 give at least ninety days notice, in writing and in the manner  
42 prescribed in article seven of the real property actions and proceedings  
43 law for the service of notice of petition, to the person or persons to  
44 be evicted or dispossessed and shall execute the warrant between the  
45 hours of sunrise and sunset.

46 2. The court may order that such warrant be directed and delivered  
47 with only thirty days written notice to the person or persons to be  
48 evicted or dispossessed if the conditions upon which the eviction is  
49 founded pose an imminent threat to the health, safety, or welfare of the  
50 other manufactured home [tenants] RESIDENTS in the manufactured home  
51 park.

52 3. The court shall order that such warrant be directed and delivered  
53 with thirty days written notice to the person or persons to be evicted  
54 or dispossessed if the condition upon which the eviction is founded is  
55 that such person is in default in the payment of rent.

1 4. Notwithstanding the provisions of paragraphs one and two of this  
2 subdivision, nor of any other general, special or local law, rule or  
3 regulation to the contrary, the officer to whom the warrant is directed  
4 and delivered shall give seventy-two hours written notice to the person  
5 or persons to be evicted or dispossessed, if such person or persons  
6 rents a manufactured home in a manufactured home park from a manufac-  
7 tured home park owner or operator and such officer shall execute such  
8 warrant between the hours of sunrise and sunset.

9 e. [Leases.] 1. The manufactured home park owner or operator shall  
10 offer every manufactured home [tenant] RESIDENT prior to occupancy, the  
11 opportunity to sign a lease for a minimum of one year, which offer shall  
12 be made in writing.

13 2. (i) On or before, as appropriate, (a) the first day of October of  
14 each calendar year with respect to a manufactured home owner then in  
15 good standing who is not currently a party to a written lease with a  
16 manufactured home park owner or operator or (b) the ninetieth day next  
17 preceding the expiration date of any existing written lease between a  
18 manufactured home owner then in good standing and a manufactured home  
19 park owner or operator, the manufactured home park owner or operator  
20 shall submit to each such manufactured home owner a written offer to  
21 lease for a term of at least twelve months from the commencement date  
22 thereof unless the manufactured home park owner or operator has previ-  
23 ously furnished the manufactured home owner with written notification of  
24 a proposed change of use pursuant to paragraph six of subdivision b of  
25 this section. Any such offer shall include a copy of the proposed lease  
26 containing such terms and conditions, including provisions for rent and  
27 other charges, as the manufactured home park owner shall deem appropri-  
28 ate; provided such terms and conditions are consistent with all rules  
29 and regulations promulgated by the manufactured home park operator prior  
30 to the date of the offer and are not otherwise prohibited or limited by  
31 applicable law. Such offer shall also contain a statement advising the  
32 manufactured home owner that if he or she fails to execute and return  
33 the lease to the manufactured home park owner or operator within thirty  
34 days after submission of such lease, the manufactured home owner shall  
35 be deemed to have declined the offer of a lease and shall not have any  
36 right to a lease from the manufactured home park owner or operator for  
37 the next succeeding twelve months.

38 (ii) For purposes of this paragraph, a manufactured home owner shall  
39 be deemed in good standing if he or she is not in default in the payment  
40 of more than one month's rent to the manufactured home park owner, and  
41 is not in violation of paragraph three, four or five of subdivision b of  
42 this section. No manufactured home park owner or operator shall refuse  
43 to provide a written offer to lease based on a default of rent payments  
44 or a violation of paragraph three, four or five of subdivision b of this  
45 section unless, at least thirty days prior to the last date on which the  
46 owner or operator would otherwise be required to provide such written  
47 offer to lease, the owner or operator notifies the manufactured home  
48 owner, in writing, of the default in rent or the specific grounds  
49 constituting the violation and such grounds continues up and until the  
50 fifth calendar day immediately preceding the last date on which the  
51 written offer would otherwise be required to be made.

52 (iii) For purposes of this paragraph, the commencement date of any  
53 lease offered by the manufactured home park owner to the manufactured  
54 home owner shall be the ninetieth day after the date upon which the  
55 manufactured home park owner shall have provided the offer required  
56 pursuant to this paragraph; provided, however, that no such lease shall

1 be effective if, on such commencement date, the manufactured home owner  
2 is in default of more than one month's rent. In the event the manufac-  
3 tured home owner shall have failed to execute and return said lease to  
4 the manufactured home park owner or operator within thirty days after it  
5 is submitted to the manufactured home owner as required by subparagraph  
6 (i) of this paragraph the manufactured home owner shall be deemed to  
7 have declined to enter said lease.

8 3. No lease provision shall be inconsistent with any rule or regu-  
9 lation in effect at the commencement of the lease.

10 f. [Rules and regulations.] 1. A manufactured home park owner or oper-  
11 ator may promulgate rules and regulations governing the rental or occu-  
12 pancy of a manufactured home lot provided such rules and regulations  
13 shall not be unreasonable, arbitrary or capricious. A copy of all rules  
14 and regulations shall be delivered by the manufactured home park owner  
15 or operator to all manufactured home [tenants] RESIDENTS at the same  
16 time such owner or operator initially offers the written lease provided  
17 for in subdivision e of this section. A copy of the rules and regu-  
18 lations shall be posted in a conspicuous place upon the manufactured  
19 home park grounds.

20 2. If a rule or regulation is not applied uniformly to all manufac-  
21 tured home [tenants] RESIDENTS of the manufactured home park there shall  
22 be a rebuttable presumption that such rule or regulation is unreason-  
23 able, arbitrary and capricious, provided, however, that an inconsistency  
24 between a rule or regulation and a lease term contained in a lease  
25 signed before the date the rule or regulation is effective shall not  
26 raise a rebuttable presumption that such rule is unreasonable, arbitrary  
27 or capricious.

28 3. Any rule or regulation which does not conform to the requirements  
29 of this section or which has not been supplied or posted as required by  
30 paragraph one of this subdivision shall be unenforceable and may be  
31 raised by the manufactured home [tenant] RESIDENT as an affirmative  
32 defense in any action to evict on the basis of a violation of such rule  
33 or regulation.

34 4. No rules or regulations may be changed by the manufactured home  
35 park owner or operator without specifying the date of implementation of  
36 said changed rules and regulations, which date shall be no fewer than  
37 thirty days after written notice to all [tenants] RESIDENTS.

38 5. A [mobile] MANUFACTURED home park owner or operator may not prohib-  
39 it the placement of a for sale sign on any [mobile] MANUFACTURED home. A  
40 rule or regulation may be promulgated limiting the maximum size of such  
41 sign; provided, that it does not prohibit signs the size of which do not  
42 exceed the smaller of three feet by two feet or the maximum size allowed  
43 by law or governmental regulation or ordinance, if any.

44 g. 1. No [tenant] RESIDENT shall be charged a fee for other than rent,  
45 utilities and charges for facilities and services available to the  
46 [tenant] RESIDENT. All fees, charges or assessments must be reasonably  
47 related to services actually rendered.

48 2. A manufactured home park owner or operator shall be required to  
49 fully disclose in writing all fees, charges, assessments, including  
50 rental fees, rules and regulations prior to a manufactured home [tenant]  
51 RESIDENT assuming occupancy in the manufactured home park.

52 3. No fees, charges, assessments or rental fees may be increased by A  
53 manufactured home park owner or operator without specifying the date of  
54 implementation of said fees, charges, assessments or rental fees which  
55 date shall be no less than ninety days after written notice to all manu-  
56 factured home [tenants] RESIDENTS. Failure on the part of the manufac-

1 tured home park owner or operator to fully disclose all fees, charges or  
2 assessments shall prevent the manufactured home park owner or operator  
3 from collecting said fees, charges or assessments, and refusal by the  
4 manufactured home [tenant] RESIDENT to pay any undisclosed charges shall  
5 not be used by the manufactured home park owner or operator as a cause  
6 for eviction in any court of law.

7 4. (a) Whenever money shall be deposited or advanced on a contract or  
8 license agreement for the use or rental of premises and the manufactured  
9 home, if rented, in a manufactured home park as security for performance  
10 of the contract or agreement or to be applied to payments upon such  
11 contract or agreement when due, such money with interest accruing there-  
12 on, if any, until repaid or so applied, shall continue to be the money  
13 of the person making such deposit or advance and shall be a trust fund  
14 in the possession of the person with whom such deposit or advance shall  
15 be made and shall not be mingled with other funds or become an asset of  
16 the park owner, operator or his OR HER agent.

17 (b) Whenever the person receiving money so deposited or advanced shall  
18 deposit such money in a banking organization, such person shall thereup-  
19 on notify in writing each of the persons making such security deposit or  
20 advance, giving the name and address of the banking organization in  
21 which the deposit of security money is made, and the amount of such  
22 deposit. Deposits in a banking organization pursuant to the provisions  
23 of this subdivision shall be made in a banking organization having a  
24 place of business within the state. If the person depositing such secu-  
25 rity money in a banking organization shall deposit same in an interest  
26 bearing account, he OR SHE shall be entitled to receive, as adminis-  
27 tration expenses, a sum equivalent to one percent per annum upon the  
28 security money so deposited, which shall be in lieu of all other admin-  
29 istrative and custodial expenses. The balances of the interest paid by  
30 the banking organization shall be the money of the person making the  
31 deposit or advance and shall either be held in trust by the person with  
32 whom such deposit or advance shall be made, until repaid or applied for  
33 the use or rental of the leased premises, or annually paid to the person  
34 making the deposit of security money.

35 (c) Whenever the money so deposited or advanced is for the rental of a  
36 manufactured home park lot on property on which are located six or more  
37 manufactured home park lots, the person receiving such money shall,  
38 subject to the provisions of this section, deposit it in an interest  
39 bearing account in a banking organization within the state which account  
40 shall earn interest at a rate which shall be the prevailing rate earned  
41 by other such deposits made with the banking organizations in such area.

42 (d) In the event that a lease terminates other than at the time that a  
43 banking organization in such area regularly pays interest, the person  
44 depositing such security money shall pay over to his OR HER manufactured  
45 home [tenant] RESIDENT such interest as he OR SHE is able to collect at  
46 the date of such lease termination.

47 (e) Any provision of such a contract or agreement whereby a person who  
48 so deposits or advances money waives any provision of this subdivision  
49 is void.

50 h. No manufactured home park owner shall:

51 1. Require a manufactured home [tenant] RESIDENT therein to purchase  
52 from said manufactured home park owner or operator skirting or equipment  
53 for tying down manufactured homes, or any other equipment. However, the  
54 manufactured home park owner or operator may determine by rule or regu-  
55 lation the style or quality of such equipment to be purchased by the  
56 manufactured home [tenant] RESIDENT from the vendor of the manufactured

1 home [tenant's] RESIDENT'S choosing, providing such equipment is readily  
2 available.

3 2. Charge any manufactured home [tenant] RESIDENT who chooses to  
4 install an electric or gas appliance in his OR HER manufactured home an  
5 additional fee solely on the basis of such installation unless such  
6 installation is performed by the manufactured home park owner or opera-  
7 tor at the request of the manufactured home [tenant] RESIDENT, nor shall  
8 the manufactured home park owner or operator restrict the installation,  
9 service or maintenance of any such appliance, restrict the ingress or  
10 egress of repairers to enter the manufactured home park for the purpose  
11 of installation, service or maintenance of any such appliance, or  
12 restrict the making of any interior improvement in such manufactured  
13 home, so long as such an installation or improvement is in compliance  
14 with applicable building codes and other provisions of law and further  
15 provided that adequate utilities are available for such installation or  
16 improvement.

17 3. Require, by contract, rule, regulation or otherwise, a manufactured  
18 home dweller to purchase from the manufactured home park owner or any  
19 person acting directly or indirectly on behalf of the park owner,  
20 commodities or services incidental to placement or rental within such  
21 park; nor shall the park owner restrict access to the manufactured home  
22 park to any person employed, retained or requested by the manufactured  
23 home dweller to provide such commodity or service, unless the manufac-  
24 tured home park owner establishes that such requirement or restriction  
25 is necessary to protect the property of such park owner from substantial  
26 harm or impairment.

27 4. Require a manufactured home owner or a prospective manufactured  
28 home owner to purchase his or her manufactured home from the manufac-  
29 tured home park owner or operator, or from any person or persons desig-  
30 nated by the manufactured home park owner or operator. Nothing herein  
31 shall be construed to prevent a manufactured home park owner or operator  
32 from requiring that any new manufactured home to be installed in his or  
33 her manufactured home park comply with the rules and regulations of said  
34 manufactured home park or conform to the physical facilities then exist-  
35 ing for installation of a manufactured home in said manufactured home  
36 park.

37 i. 1. No manufactured home park owner or operator shall deny any manu-  
38 factured home [tenant] RESIDENT the right to sell his OR HER manufac-  
39 tured home within the manufactured home park provided the manufactured  
40 home [tenant] RESIDENT shall give to the manufactured home park owner or  
41 operator twenty days' written notice of his OR HER intention to sell,  
42 provided that if the manufactured home owner is deceased no such notice  
43 shall be required from the administrator or executor of the home owner's  
44 estate, and provided further that no manufactured home park owner or  
45 operator shall restrict access to the manufactured home park to any  
46 potential purchaser or representatives of any seller unless the manufac-  
47 tured home park owner establishes that such restriction is necessary to  
48 protect the property of such park owner or operator from substantial  
49 harm or impairment. No manufactured home park owner or operator shall  
50 require the manufactured home owner or subsequent purchaser to remove  
51 the manufactured home from the manufactured home park solely on the  
52 basis of the sale thereof. The manufactured home park owner or operator  
53 may reserve the right to approve the purchaser of said manufactured home  
54 as a manufactured home [tenant] RESIDENT for the remainder of the sell-  
55 er's or deceased [tenant's] RESIDENT'S term but such permission may not  
56 be unreasonably withheld. If the manufactured home park owner or opera-

1 tor unreasonably withholds his OR HER permission or unreasonably  
2 restricts access to the manufactured home park, the manufactured home  
3 [tenant] RESIDENT or the executor or administrator of a deceased  
4 [tenant's] RESIDENT'S estate may recover the costs of the proceedings  
5 and attorneys' fees if it is found that the manufactured home park owner  
6 or operator acted in bad faith by withholding permission or restricting  
7 access.

8 2. The manufactured home park owner or operator shall not exact a  
9 commission or fee with respect to the price realized by the seller  
10 unless the manufactured home park owner or operator has acted as agent  
11 for the manufactured home owner in the sale pursuant to a written  
12 contract.

13 3. If the ownership or management rejects a purchaser as a prospective  
14 [tenant] RESIDENT, the selling [tenant] RESIDENT must be informed in  
15 writing of the reasons therefor.

16 j. The owner or operator of a manufactured home park may enter a manu-  
17 factured home owner's manufactured home without the prior consent of the  
18 occupant only in case of emergency. The owner or operator of a manufac-  
19 tured home park may enter a manufactured home [tenant's] RESIDENT'S  
20 manufactured home during reasonable hours on reasonable notice.

21 k. The owner or operator shall provide reasonable notice where practi-  
22 cable to all manufactured home [tenants] RESIDENTS who would be affected  
23 by any planned disruption of necessary services caused by the owner,  
24 operator or his OR HER agent.

25 l. The park owner shall designate an agent on the premises or in close  
26 proximity to the manufactured home park to insure the availability of  
27 emergency response actions in matters affecting the health, safety,  
28 well-being and welfare of manufactured home [tenants] RESIDENTS in the  
29 park. The designated agent's name, address and telephone number shall be  
30 posted in a conspicuous location in the park, given in writing to each  
31 [tenant] RESIDENT and registered with appropriate county law enforcement  
32 and health officials and local fire officials.

33 m. [Warranty of habitability, maintenance, disruption of services.] In  
34 every written or oral lease or rental agreement entered into by a manu-  
35 factured home [tenant] RESIDENT, the manufactured home park owner or  
36 operator shall be deemed to covenant and warrant that the premises so  
37 leased or rented and the manufactured home if rented and all areas used  
38 in connection therewith in common with other manufactured home [tenants  
39 or] residents including all roads within the manufactured home park are  
40 fit for human habitation and for the uses reasonably intended by the  
41 parties and that the occupants of such premises and such manufactured  
42 homes if rented shall not be subjected to any conditions which would be  
43 dangerous, hazardous or detrimental to their life, health or safety.  
44 When any such condition has been caused by the misconduct of the manu-  
45 factured home [tenant] RESIDENT or lessee or persons under his OR HER  
46 direction or control, it shall not constitute a breach of such covenants  
47 and warranties. The rights and obligations of the manufactured home park  
48 owner or operator and the manufactured home [tenant] RESIDENT shall be  
49 governed by the provisions of this subdivision and subdivisions two and  
50 three of section two hundred thirty-five-b of this article.

51 n. 1. No manufactured home park owner or operator shall serve a notice  
52 to quit upon any manufactured home [tenant] RESIDENT or commence any  
53 action to recover real property or summary proceeding to recover  
54 possession of real property in retaliation for:

55 (a) A good faith complaint, by or in behalf of the [tenant] RESIDENT,  
56 to a governmental authority of the manufactured home park owner's or

1 operator's alleged violation of any health or safety law, regulation,  
2 code, or ordinance, or any law or regulation which has as its objective  
3 the regulation of premises used for dwelling purposes; or

4 (b) Actions taken in good faith, by or in behalf of the manufactured  
5 home [tenant] RESIDENT, to secure or enforce any rights under the lease  
6 or rental agreement, under subdivision m of this section and subdivi-  
7 sions two and three of section two hundred thirty-five-b of this arti-  
8 cle, or under any other local law, law of the state of New York, or of  
9 its governmental subdivisions, or of the United States which has as its  
10 objective the regulation of premises used for dwelling purposes; or

11 (c) The manufactured home [tenant's] RESIDENT'S participation in the  
12 activities of a [tenant's] RESIDENT'S organization.

13 2. No manufactured home park owner or operator shall substantially  
14 alter the terms of the tenancy in retaliation for any actions set forth  
15 in subparagraphs (a), (b), and (c) of paragraph one of this subdivision.  
16 Substantial alteration shall include, but is not limited to, the refusal  
17 to continue a tenancy of the manufactured home [tenant] RESIDENT or,  
18 upon expiration of the manufactured home owner's lease, to renew the  
19 lease or offer a new lease; provided, however, that a manufactured home  
20 park owner or operator shall not be required under this subdivision to  
21 offer a manufactured home owner a new lease or a lease renewal for a  
22 term greater than one year.

23 3. This subdivision shall apply to all manufactured home parks with  
24 four or more manufactured homes. However, its provisions shall not be  
25 given effect in any case in which it is established that the condition  
26 from which the complaint or action arose was caused by the manufactured  
27 home [tenant] RESIDENT, a member of the manufactured home [tenant's]  
28 RESIDENT'S household, or a guest of the manufactured home [tenant] RESI-  
29 DENT. Nor shall it apply in a case where a tenancy was terminated  
30 pursuant to the terms of a lease as a result of a bona fide transfer of  
31 ownership. The rights and obligations of the manufactured home park  
32 owner or operator and the manufactured home [tenant] RESIDENT shall be  
33 governed by the provisions of this subdivision and subdivisions three,  
34 four and five of section two hundred twenty-three-b of this article.

35 o. Whenever a lease shall provide that in any action or summary  
36 proceeding the manufactured home park owner or operator may recover  
37 attorney's fees and/or expenses incurred as the result of the failure of  
38 the [tenant] RESIDENT to perform any covenant or agreement contained in  
39 such lease, or that amounts paid by the manufactured home park owner or  
40 operator therefor shall be paid by the [tenant] RESIDENT as additional  
41 rent, there shall be implied in such lease a covenant by the manufac-  
42 tured home park owner or operator, to pay to the [tenant] RESIDENT the  
43 reasonable attorney's fees and/or expenses incurred by the [tenant]  
44 RESIDENT to the same extent as is provided in section two hundred thir-  
45 ty-four of this article which section shall apply in its entirety.

46 p. Any manufactured home park owner or operator who has agreed to  
47 provide hot or cold water, heat, light, power, or any other service or  
48 facility to any occupant of the manufactured home park who willfully or  
49 intentionally without just cause fails to furnish such water, heat,  
50 light, power, or other service or facility, or who interferes with the  
51 quiet enjoyment of the leased premises, is guilty of a violation.

52 q. Upon receipt of rent, fees, charges or other assessments, in the  
53 form of cash or any instrument other than the personal check of the  
54 [tenant] RESIDENT, it shall be the duty of the manufactured home park  
55 owner or operator to provide the payor with a written receipt containing  
56 the following:

1 1. the date;  
2 2. the amount;  
3 3. the identity of the premises and the period for which paid;  
4 4. the signature and title of the person receiving rent.

5 r. [Limitation on late charges.] A late charge on any rental payment  
6 by a manufactured home owner which has become due and remains unpaid  
7 shall not exceed and shall be enforced to the extent of five percent of  
8 such delinquent payment; provided, however, that no charge shall be  
9 imposed on any rental payment by a manufactured home owner received  
10 within ten days after the due date. In the absence of a specific  
11 provision in the lease or the manufactured home park's rules and regu-  
12 lations, no late charge on any delinquent rental payment shall be  
13 assessed or collected.

14 s. It shall be a violation for a manufactured home park owner, opera-  
15 tor or his OR HER agent to restrict occupancy of a manufactured home or  
16 manufactured home park lot intended for residential purposes by express  
17 lease terms or otherwise, to a manufactured home [tenant] RESIDENT or  
18 [tenants] RESIDENTS or to such [tenants] RESIDENTS and immediate family.  
19 Any such restriction in a lease or rental agreement entered into or  
20 renewed before or after the effective date of this subdivision shall be  
21 unenforceable as against public policy. The rights and obligations of a  
22 manufactured home park owner or operator and the manufactured home  
23 [tenant] RESIDENT shall be governed by the provisions of this subdivi-  
24 sion and subdivisions one, three, four, five, six, seven, eight and nine  
25 of section two hundred thirty-five-f of this article.

26 t. 1. Unless a greater right to assign is conferred by the lease, a  
27 manufactured home [tenant] RESIDENT may not assign his OR HER lease  
28 without the written consent of the manufactured home park owner or oper-  
29 ator, which consent may be unconditionally withheld without cause  
30 provided that the manufactured home park owner or operator shall release  
31 the manufactured home [tenant] RESIDENT from the lease upon request of  
32 the mobile home [tenant] RESIDENT upon thirty days notice if the manu-  
33 factured home park owner or operator unreasonably withholds consent  
34 which release shall be the sole remedy of the [tenant] RESIDENT. If the  
35 owner reasonably withholds consent, there shall be no assignment and the  
36 manufactured home [tenant] RESIDENT shall not be released from the  
37 lease.

38 2. (a) A manufactured home [tenant] RESIDENT renting space or a manu-  
39 factured home in a manufactured home park with four or more manufactured  
40 homes pursuant to an existing lease shall have a right to sublease his  
41 OR HER premises subject to the written consent of the park owner in  
42 advance of the subletting. Such consent shall not be unreasonably with-  
43 held.

44 (b) The manufactured home [tenant] RESIDENT shall inform the manufac-  
45 tured home park owner or operator of his OR HER intent to sublease by  
46 mailing a notice of such intent by certified mail, return receipt  
47 requested. Such request shall be accompanied by the following informa-  
48 tion: (i) the term of the sublease, (ii) the name of the proposed  
49 sublessee, (iii) the business and permanent home address of the proposed  
50 sublessee, (iv) the [tenant's] RESIDENT'S reason for subletting, (v) the  
51 [tenant's] RESIDENT'S address for the term of the sublease, (vi) the  
52 written consent of any [co-tenant] CO-RESIDENT or guarantor of the  
53 lease, and (vii) a copy of the proposed sublease, to which a copy of the  
54 manufactured home [tenant's] RESIDENT'S lease shall be attached if  
55 available, acknowledged by the manufactured home [tenant] RESIDENT and  
56 proposed [subtenant] SUBRESIDENT as being a true copy of such sublease.

1 (c) Within ten days after the mailing of such request, the manufac-  
2 tured home park owner or operator may ask the manufactured home [tenant]  
3 RESIDENT for additional information as will enable the manufactured home  
4 park owner or operator to determine if rejection of such request shall  
5 be unreasonable. Any such request for additional information shall not  
6 be unduly burdensome. Within thirty days after the mailing of the  
7 request for consent, or of the additional information reasonably asked  
8 for by the manufactured home park owner or operator, whichever is later,  
9 the manufactured home park owner or operator shall send a notice to the  
10 manufactured home [tenant] RESIDENT of his OR HER consent or, if he OR  
11 SHE does not consent, his OR HER reasons therefor. Manufactured home  
12 park owner's or operator's failure to send such a notice shall be deemed  
13 to be a consent to the proposed subletting. If the manufactured home  
14 park owner or operator consents, the premises may be sublet in accord-  
15 ance with the request, but the manufactured home [tenant] RESIDENT ther-  
16 eunder, shall nevertheless remain liable for the performance of manufac-  
17 tured home [tenant's] RESIDENT'S obligations under said lease. If the  
18 manufactured home park owner or operator reasonably withholds consent,  
19 there shall be no subletting and the manufactured home [tenant] RESIDENT  
20 shall not be released from the lease. If the manufactured home park  
21 owner or operator unreasonably withholds consent, the manufactured home  
22 [tenant] RESIDENT may sublet in accordance with the request and may  
23 recover the costs of the proceeding and attorneys fees if it is found  
24 that the manufactured home park owner or operator acted in bad faith by  
25 withholding consent. The rights and obligations of the manufactured home  
26 park owner or operator and the manufactured home [tenant] RESIDENT shall  
27 be governed by the provisions of this subdivision and subdivisions  
28 three, five, six, seven and eight of section two hundred twenty-six-b of  
29 this article.

30 u. In the event of a breach by a manufactured home park owner or oper-  
31 ator of any of the requirements of this section, the manufactured home  
32 [tenant] RESIDENT may commence an action for damages actually incurred  
33 as a result of such breach, or in an action or summary proceeding  
34 commenced by such manufactured home park owner or operator, may counter-  
35 claim for damages occasioned by such breach.

36 v. On and after April first, nineteen hundred eighty-nine, the commis-  
37 sioner of housing and community renewal shall have the power and duty to  
38 enforce and ensure compliance with the provisions of this section.  
39 However, the commissioner shall not have the power or duty to enforce  
40 manufactured home park rules and regulations established under subdivi-  
41 sion f of this section. On or before January first, nineteen hundred  
42 eighty-nine, each manufactured home park owner or operator shall file a  
43 registration statement with the commissioner and shall thereafter file  
44 an annual registration statement on or before January first of each  
45 succeeding year. The commissioner, by regulation, shall provide that  
46 such registration statement shall include only the names of all persons  
47 owning an interest in the park, the names of all [tenants] RESIDENTS of  
48 the park, all services provided by the park owner to the [tenants] RESI-  
49 DENTS and a copy of all current manufactured home park rules and regu-  
50 lations. Whenever there shall be a violation of this section, an appli-  
51 cation may be made by the commissioner of housing and community renewal  
52 in the name of the people of the state of New York to a court or justice  
53 having jurisdiction by a special proceeding to issue an injunction, and  
54 upon notice to the defendant of not less than five days, to enjoin and  
55 restrain the continuance of such violation; and if it shall appear to  
56 the satisfaction of the court or justice that the defendant has, in

1 fact, violated this section, an injunction may be issued by such court  
2 or justice, enjoining and restraining any further violation and with  
3 respect to this subdivision, directing the filing of a registration  
4 statement. In any such proceeding, the court may make allowances to the  
5 commissioner of housing and community renewal of a sum not exceeding two  
6 thousand dollars against each defendant, and direct restitution. When-  
7 ever the court shall determine that a violation of this section has  
8 occurred, the court may impose a civil penalty of not more than one  
9 thousand five hundred dollars for each violation. Such penalty shall be  
10 deposited in the manufactured home cooperative fund, created pursuant to  
11 section fifty-nine-h of the private housing finance law. In connection  
12 with any such proposed application, the commissioner of housing and  
13 community renewal is authorized to take proof and make a determination  
14 of the relevant facts and to issue subpoenas in accordance with the  
15 civil practice law and rules. The provisions of this subdivision shall  
16 not impair the rights granted under subdivision u of this section.

17 w. [Real property tax payments.] 1. A manufactured home park owner,  
18 operator or the agent of such owner or operator shall reduce the annual  
19 rent paid by a manufactured home [tenant] RESIDENT for use of the land  
20 upon which such manufactured home sits in an amount equal to the total  
21 of the real property taxes actually paid by such manufactured home  
22 [tenant] RESIDENT for such manufactured home plus the amount by which  
23 the taxes on such manufactured home were reduced as a result of the  
24 partial real property tax exemption granted to the manufactured home  
25 [tenant] RESIDENT pursuant to article four of the real property tax law,  
26 provided such manufactured home [tenant] RESIDENT:

27 (a) owns a manufactured home which is separately assessed, subject to  
28 the provisions of paragraph two of this subdivision;

29 (b) is entitled to and actually receives a partial real property tax  
30 exemption pursuant to article four of the real property tax law; and

31 (c) pays the real property taxes due on such home.

32 2. In the case of a manufactured home which is not separately  
33 assessed, but which is entitled to and actually receives the school tax  
34 relief (STAR) exemption authorized by section four hundred twenty-five  
35 of the real property tax law, the [tenant] RESIDENT of such manufactured  
36 home shall be entitled to a rent reduction pursuant to this subdivision  
37 to the same extent as a [tenant] RESIDENT of a manufactured home which  
38 satisfies the criteria set forth in paragraph one of this subdivision.  
39 Such rent reduction shall be equal to the amount by which the taxes on  
40 such manufactured home were reduced as a result of such exemption.

41 3. A manufactured home park owner or operator providing a reduction in  
42 rent as required by paragraph one or two of this subdivision may retain,  
43 in consideration for record keeping expenses, two percent of the amount  
44 of such reduction.

45 3-a. Any reduction required to be provided pursuant to paragraph one  
46 or two of this subdivision shall be provided as follows:

47 (a) a reduction in monthly rent (prorating the reduction in twelve  
48 parts) shall take effect upon the first monthly rental payment due sixty  
49 days after the last date for the payment of real property taxes with no  
50 penalty or interest for lateness and shall be extended to the next elev-  
51 en monthly payments thereafter; or

52 (b) with the consent of the manufactured home park owner, operator, or  
53 agent of such owner or operator, a reduction in rent may be offset in  
54 the entire amount of such reduction against the first monthly rental  
55 payment due sixty days after the last date for the payment of real prop-  
56 erty taxes with no penalty or interest for lateness, and the balance

1 thereof, if any, may be offset against the monthly rental payments for  
2 succeeding months, until exhausted; or

3 (c) at the election of the manufactured home park owner, operator, or  
4 agent of such owner or operator, the total amount of such reduction in  
5 rent may be paid to the [tenant] RESIDENT no later than sixty days after  
6 the last date for the payment of real property taxes with no penalty or  
7 interest for lateness.

8 4. The failure of a manufactured home park owner or operator to comply  
9 with the provisions of this subdivision shall be a violation punishable  
10 by a fine not to exceed five hundred dollars for each violation.

11 x. 1. Rent and other fees, charges and assessments may not be  
12 increased by a manufactured home park owner or operator more than once  
13 in any year.

14 2. Notwithstanding the provisions of paragraph one of this subdivi-  
15 sion, if a fee, charge, or assessment in effect at the commencement of a  
16 lease or tenancy is for goods or services provided by a party unrelated  
17 to and not controlled by the manufactured home park owner or operator,  
18 the manufactured home park owner or operator may, upon the notice  
19 required in this section, provide for the pass-along to the manufactured  
20 home tenant of any increases in such fee, charge or assessment.

21 3. Any agreement modifying any of the rights set forth in this subdivi-  
22 sion shall be void as contrary to public policy.

23 Y. A MANUFACTURED HOME PARK OWNER OR OPERATOR SHALL OFFER EVERY MANU-  
24 FACTURED HOME RESIDENT PRIOR TO OCCUPANCY A WRITTEN COPY OF THE RESI-  
25 DENT'S BILL OF RIGHTS. THE RESIDENT'S BILL OF RIGHTS SHALL BE CREATED  
26 AND DISSEMINATED BY THE DIVISION OF HOUSING AND COMMUNITY RENEWAL. A  
27 COPY OF THE RESIDENT'S BILL OF RIGHTS SHALL BE POSTED IN A CONSPICUOUS  
28 PLACE UPON THE MANUFACTURED HOME PARK GROUNDS.

29 S 2. This act shall take effect on the one hundred twentieth day after  
30 it shall have become a law; provided, however, that effective immediate-  
31 ly, the addition, amendment and/or repeal of any rule or regulation  
32 necessary for the implementation of this act on its effective date is  
33 authorized and directed to be made and completed on or before such  
34 effective date.