

8368

I N   S E N A T E

June 25, 2010

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Introduced by Sen. MAZIARZ -- read twice and ordered printed, and when printed to be committed to the Committee on Rules

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 by  
3     chapter 561 of the laws of 2008, paragraph 1 of subdivision f as amended  
4     by chapter 48 of the laws of 1998, paragraph 5 of subdivision f as added  
5     by chapter 103 of the laws of 1996, subdivision w as amended by section  
6     18 of part B of chapter 389 of the laws of 1997, paragraph 3-a of subdi-  
7     vision w as added by chapter 405 of the laws of 2001, subdivision x as  
8     added by chapter 561 of the laws of 2008, 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  
23    more in width or forty body feet or more in length, or, when erected on  
24    site, is three hundred twenty or more square feet, and which is built on  
25    a permanent chassis and designed to be used as a dwelling with or with-  
26    out a permanent foundation when connected to the required utilities, and  
27    includes the plumbing, heating, air-conditioning, and electrical systems

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

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1 contained therein; except that such term shall include a "mobile home"  
2 as defined in paragraph five OF THIS SUBDIVISION, and shall include a  
3 structure which meets all the requirements of this subdivision except  
4 the size requirements and with respect to which the manufacturer volun-  
5 tarily files a certification required by the secretary of housing and  
6 urban development.

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

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

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

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

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

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

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

43 5. The manufactured home [tenant] RESIDENT or anyone occupying the  
44 manufactured home is in violation of any lease term or rule or regu-  
45 lation established by the manufactured home park owner or operator  
46 pursuant to this section, and has continued in violation for more than  
47 ten days after the manufactured home park owner or operator has given  
48 written notice of such violation to the manufactured home [tenant] RESI-  
49 DENT setting forth the lease term or rule or regulation violated and  
50 directing that the manufactured home [tenant] RESIDENT correct or cease  
51 violation of such lease term or rule or regulation within ten days from  
52 the receipt of said notice. Upon the expiration of such period should  
53 the violation continue or should the manufactured home [tenant] RESIDENT  
54 or anyone occupying the manufactured home be deemed a persistent viola-  
55 tor of the lease term or rules and regulations, the park owner or opera-  
56 tor may serve written notice upon the manufactured home [tenant] RESI-

1 DENT directing that [he] SUCH RESIDENT vacate the premises within thirty  
2 days of the receipt of said notice.

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

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

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

30 d. The proceedings to evict shall be governed by the procedures set  
31 forth in article seven of the real property actions and proceedings law,  
32 except for the provisions of subdivision two of section seven hundred  
33 forty-nine of the real property actions and proceedings law which shall  
34 be superseded by the provisions of this subdivision.

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

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

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

51 4. Notwithstanding the provisions of paragraphs one and two of this  
52 subdivision, nor of any other general, special or local law, rule or  
53 regulation to the contrary, the officer to whom the warrant is directed  
54 and delivered shall give seventy-two hours written notice to the person  
55 or persons to be evicted or dispossessed, if such person or persons  
56 rents a manufactured home in a manufactured home park from a manufac-

1 tured home park owner or operator and such officer shall execute such  
2 warrant between the hours of sunrise and sunset.

3 e. Leases. 1. The manufactured home park owner or operator shall offer  
4 every manufactured home [tenant] RESIDENT prior to occupancy, the oppor-  
5 tunity to sign a lease for a minimum of one year, which offer shall be  
6 made in writing.

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

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

46 (iii) For purposes of this paragraph, the commencement date of any  
47 lease offered by the manufactured home park owner to the manufactured  
48 home owner shall be the ninetieth day after the date upon which the  
49 manufactured home park owner shall have provided the offer required  
50 pursuant to this paragraph; provided, however, that no such lease shall  
51 be effective if, on such commencement date, the manufactured home owner  
52 is in default of more than one month's rent. In the event the manufac-  
53 tured home owner shall have failed to execute and return said lease to  
54 the manufactured home park owner or operator within thirty days after it  
55 is submitted to the manufactured home owner as required by subparagraph

1 (i) of this paragraph the manufactured home owner shall be deemed to  
2 have declined to enter said lease.

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

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

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

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

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

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

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

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

47 3. No fees, charges, assessments or rental fees may be increased by  
48 manufactured home park owner or operator without specifying the date of  
49 implementation of said fees, charges, assessments or rental fees which  
50 date shall be no less than ninety days after written notice to all manu-  
51 factured home [tenants] RESIDENTS. Failure on the part of the manufac-  
52 tured home park owner or operator to fully disclose all fees, charges or  
53 assessments shall prevent the manufactured home park owner or operator  
54 from collecting said fees, charges or assessments, and refusal by the  
55 manufactured home [tenant] RESIDENT to pay any undisclosed charges shall

1 not be used by the manufactured home park owner or operator as a cause  
2 for eviction in any court of law.

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

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

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

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

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

46 h. No manufactured home park owner shall:

47 1. Require a manufactured home [tenant] RESIDENT therein to purchase  
48 from said manufactured home park owner or operator skirting or equipment  
49 for tying down manufactured homes, or any other equipment. However, the  
50 manufactured home park owner or operator may determine by rule or regu-  
51 lation the style or quality of such equipment to be purchased by the  
52 manufactured home [tenant] RESIDENT from the vendor of the manufactured  
53 home [tenant's] RESIDENT'S choosing, providing such equipment is readily  
54 available.

55 2. Charge any manufactured home [tenant] RESIDENT who chooses to  
56 install an electric or gas appliance in his OR HER manufactured home an

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

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

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

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

1 and attorneys' fees if it is found that the manufactured home park owner  
2 or operator acted in bad faith by withholding permission or restricting  
3 access.

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

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

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

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

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

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

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

51 (a) A good faith complaint, by or in behalf of the [tenant] RESIDENT,  
52 to a governmental authority of the manufactured home park owner's or  
53 operator's alleged violation of any health or safety law, regulation,  
54 code, or ordinance, or any law or regulation which has as its objective  
55 the regulation of premises used for dwelling purposes; or



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

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

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

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

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

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

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

1. the date;

2. the amount;

3. the identity of the premises and the period for which paid;

4. the signature and title of the person receiving rent.

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

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

t. 1. Unless a greater right to assign is conferred by the lease, a manufactured home [tenant] RESIDENT may not assign his OR HER lease without the written consent of the manufactured home park owner or operator, which consent may be unconditionally withheld without cause provided that the manufactured home park owner or operator shall release the manufactured home [tenant] RESIDENT from the lease upon request of the mobile home [tenant] RESIDENT upon thirty days notice if the manufactured home park owner or operator unreasonably withholds consent which release shall be the sole remedy of the [tenant] RESIDENT. If the owner reasonably withholds consent, there shall be no assignment and the manufactured home [tenant] RESIDENT shall not be released from the lease.

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

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

(c) Within ten days after the mailing of such request, the manufactured home park owner or operator may ask the manufactured home [tenant] RESIDENT for additional information as will enable the manufactured home

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

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

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

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

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

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

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

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

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

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

42 3-a. Any reduction required to be provided pursuant to paragraph one  
43 or two of this subdivision shall be provided as follows:

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

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

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

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

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

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

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

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

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