

240

2011-2012 Regular Sessions

I N S E N A T E

(PREFILED)

January 5, 2011

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 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 subdivi-
7 sion 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

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

LBD00708-01-1

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

operator's alleged violation of any health or safety law, regulation, code, or ordinance, or any law or regulation which has as its objective 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.

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 are
33 authorized and directed to be made and completed on or before such
34 effective date.