

STATE OF NEW YORK

10667

IN ASSEMBLY

March 20, 2026

Introduced by M. of A. GIGLIO -- read once and referred to the Committee on Housing

AN ACT to amend the real property law, in relation to lease-hold retirement communities

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. The real property law is amended by adding a new section
2 238-b to read as follows:

3 § 238-b. Lease-hold retirement community. 1. Definitions. As used in
4 this section:

5 (a) A "lease-hold retirement community" shall mean a contiguous parcel
6 of privately owned real property containing two hundred or more lots in
7 a county with a population of more than one million inhabitants that
8 only borders one other county, which are leased to owners of year-round
9 homes erected thereon and affixed thereto wherein the occupation is
10 restricted to individuals based on age pursuant to paragraph (h) of
11 subdivision three of this section.

12 A "lease-hold retirement community" shall not include a manufactured
13 home park, or condominium, as defined in this chapter, a continuing care
14 retirement community authorized under article forty-six or forty-six-A
15 of the public health law, or a cooperative housing corporation.

16 (b) "Home owner" shall mean one who holds title to a home.

17 (c) "Tenant" shall mean one who occupies a home in a lease-hold
18 retirement community for thirty days or more, and whose occupation of
19 the home in the lease-hold retirement community is known to the lease-
20 hold retirement community owner or operator.

21 2. Leases. (a) Any lease-hold retirement community owner or operator
22 shall offer every home owner the opportunity to sign a long term lease
23 for ninety-nine years, with an option of the home owner to cancel said
24 lease on ninety days written notice to said owner or operator.

25 (b) A copy of such lease-hold retirement community's rules and regu-
26 lations, if any, shall be attached to and become a part of the lease
27 provided for by this section, as if fully set forth therein.

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

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1 (c) No rules or regulations shall be inconsistent with the lease
2 provisions in effect at the commencement of such lease.

3 (d) A copy of the lease shall be delivered by such lease-hold retire-
4 ment community owner or operator to all home owners or tenants at the
5 time of the first deposit made payable to said lease-hold retirement
6 community owner or operator.

7 3. Rules and regulations. (a) The lease-hold retirement community
8 owner or operator may promulgate rules or regulations governing the rent
9 and use or occupation of the home lot, provided that such rules or regu-
10 lations shall not be unreasonable, arbitrary or capricious.

11 (b) A copy of all rules and regulations shall be delivered by the
12 lease-hold retirement community owner or operator to all home owners or
13 tenants at the time of the first deposit made payable to said lease-hold
14 retirement community owner or operator.

15 (c) A copy of all rules and regulations shall be posted in a conspicu-
16 ous public location upon the grounds of the lease-hold retirement commu-
17 nity.

18 (d) If a rule or regulation is not applied uniformly to all home
19 owners or tenants, there shall be a rebuttable presumption that such
20 rule or regulation is unreasonable, arbitrary or capricious.

21 (e) Any rule or regulation which does not conform to the requirements
22 of this section or which has not been supplied or posted as required by
23 this section, shall not be enforceable.

24 (f) No rule or regulation may be added, amended, repealed or changed
25 by the lease-hold retirement community owner or operator without speci-
26 fying the date of implementation of said added, amended, repealed or
27 changed rule or regulation, which date shall be no fewer than thirty
28 days after written notice to all home owners or tenants.

29 (g) Rules and regulations shall not take effect until supplied and
30 posted pursuant to this subdivision.

31 (h) Such rules and regulations may establish a minimum age for indi-
32 viduals to occupy a home within the lease-hold retirement community
33 subject to any applicable law.

34 4. Fees. (a) No lease-hold retirement community home owner or tenant
35 shall be charged a fee, charge, or assessment except for rent, utili-
36 ties, and fees for services necessary for the operation of the lease-
37 hold retirement community, such as for facilities available to the home
38 owners and tenants.

39 (b) All such charges for rent, utilities, services necessary for the
40 operation of the lease-hold retirement community, and facilities avail-
41 able to the home owners and tenants must be reasonably related to the
42 facility available or the services actually rendered.

43 (c) A lease-hold retirement community owner or operator must fully
44 disclose all charges for rent, utilities, services necessary for the
45 operation of the lease-hold retirement community, and facilities avail-
46 able to the home owners and tenants to all home owners at the time of
47 the first deposit made payable to said community owner or operator. A
48 new or increased fee, charge, or assessment that is not specified in a
49 home owner's lease agreement shall not be collectable until the lease-
50 hold retirement community owner or operator provides the home owner with
51 a written copy detailing such fee, charge, or assessment specifying the
52 date of implementation which shall be no less than ninety days after
53 such written notice.

54 (d) Failure on the part of the lease-hold retirement community owner
55 or operator to fully disclose all charges for rent, utilities, services
56 necessary for the operation of the lease-hold retirement community, and

1 facilities available to the home owners and tenants pursuant to para-
2 graph (c) of this subdivision shall prevent the said community owner or
3 operator from collecting such charges.

4 5. Prohibition. No lease-hold retirement community owner or operator
5 shall:

6 (a) Restrict the purchase or installation of any commodities, goods or
7 services by the home owner or agent thereof to specific vendors, includ-
8 ing, but not limited to, employees, agents or other persons acting for
9 or on behalf of the lease-hold retirement community owner or operator.

10 (b) Restrict the interior improvement, including but not limited to,
11 the installation of appliances, to any property of the home owner or
12 tenant, so long as such interior improvement is in compliance with
13 applicable building codes, other provisions of law, and the rules and
14 regulations of the lease-hold retirement community and provided further
15 that adequate utilities are available for such improvement.

16 (c) Restrict the installation, maintenance or repair of any property
17 of the home owner or tenant to specific vendors including, but not
18 limited to, employees, agents or other persons acting for or on behalf
19 of the lease-hold retirement community owner or operator.

20 (d) Charge a fee or impose other charges on a home owner or tenant who
21 chooses to install appliances or fixtures. This shall not restrict the
22 ability of the lease-hold retirement community owner or operator to
23 collect increased utility charges resulting from the installation of any
24 appliance or fixture.

25 (e) Impose any charge for or restrict the ingress or egress to the
26 lease-hold retirement community of, any person employed, retained, or
27 invited by the home owner or tenant.

28 6. Sale of homes. (a) No lease-hold retirement community owner or
29 operator shall deny a home owner the right to sell their home within the
30 lease-hold retirement community provided the home owner shall give to
31 the lease-hold retirement community owner or operator twenty days' writ-
32 ten notice of the home owner's intention to sell, provided that if the
33 home owner is deceased no such notice shall be required from the admin-
34 istrator or executor of the home owner's estate, and provided further
35 that no lease-hold retirement community owner or operator shall restrict
36 access to the lease-hold retirement community to any potential purchaser
37 or representatives of any seller unless the lease-hold retirement commu-
38 nity owner establishes that such restriction is necessary to protect the
39 property of such community owner or operator from substantial harm or
40 impairment. The lease-hold retirement community owner or operator may
41 reserve the right to approve the purchaser of said home for the remain-
42 der of the seller's or deceased home owner's term but such permission
43 may not be unreasonably withheld. If the lease-hold retirement communi-
44 ty owner or operator unreasonably withholds permission or unreasonably
45 restricts access to the lease-hold retirement community, the home owner
46 or the executor or administrator of a deceased home owner's estate may
47 recover the costs of the proceedings and attorneys' fees if it is found
48 that the lease-hold retirement community owner or operator acted in bad
49 faith by withholding permission or restricting access.

50 (b) The right to sell a lease-hold retirement community home includes
51 the incidental right to use any and all methods common to sales of resi-
52 dential property.

53 (c) The lease-hold retirement community owner or operator shall enter
54 into a lease agreement within a reasonable time from the completion of
55 the sale pursuant to subdivision two of this section with the subsequent
56 purchaser of a home in the lease-hold retirement community.

1 (d) The lease-hold retirement community owner or operator shall not
2 exact a commission or fee with respect to the price realized by the
3 seller unless the community owner or operator has acted as agent for the
4 home owner in the sale pursuant to a written contract.

5 (e) If the lease-hold retirement community owner or operator rejects a
6 purchaser as a prospective home owner, the selling home owner must be
7 informed in writing of the reasons therefor.

8 7. (a) The lease-hold retirement community owner or operator may
9 reserve the right to approve any tenants who lease or sublease real
10 property and any improvements thereon from a home owner within the
11 lease-hold retirement community. The lease-hold retirement community
12 owner or operator may only withhold approval if the proposed tenant or
13 proposed lease or sublease is not in conformity with the established
14 rules and regulations of such lease-hold retirement community.

15 (b) If a home owner wishes to lease or sublease real property and any
16 improvements thereon within a lease-hold retirement community:

17 (1) The home owner must inform the lease-hold retirement community
18 owner or operator no less than thirty days prior to the proposed effec-
19 tive date of such lease or sublease.

20 (2) The lease-hold retirement community owner or operator may request
21 additional information from the home owner within ten days. If such
22 additional information is not unduly burdensome, failure to provide such
23 additional information will allow the lease-hold retirement community
24 owner or operator to withhold their approval of the proposed tenant or
25 proposed lease or sublease.

26 (3) If the lease-hold retirement community owner or operator does not
27 respond by approving or withholding approval of the proposed tenant or
28 proposed lease or sublease within thirty days of the initial request by
29 the homeowner, the proposed tenant or proposed lease or sublease shall
30 be deemed approved.

31 8. Emergencies. A lease-hold retirement community owner or operator
32 shall designate a phone number that is available on a twenty-four hour
33 basis to insure the availability of emergency response in matters
34 affecting the health, safety, well-being, and general welfare of lease-
35 hold retirement community tenants. The telephone number shall be posted
36 in a conspicuous public location in the lease-hold retirement community,
37 given in writing to each home owner and tenant, and registered with
38 appropriate municipal law enforcement, health and fire officials.

39 9. Retaliation. (a) No lease-hold retirement community owner or opera-
40 tor shall serve a notice to quit upon any home owner or commence any
41 action to recover real property or summary proceeding to recover
42 possession of real property in retaliation for:

43 (1) A good faith complaint, by or in behalf of the home owner, to a
44 governmental authority of the lease-hold retirement community owner's
45 or operator's alleged violation of any health or safety law, regu-
46 lation, code, or ordinance, or any law or regulation which has as its
47 objective the regulation of premises used for dwelling purposes; or

48 (2) Actions taken in good faith, by or in behalf of the home owner, to
49 secure or enforce any rights under the lease, under subdivision ten of
50 this section and subdivisions two and three of section two hundred thir-
51 ty-five-b of this article, or under any other local law, law of the
52 state of New York, or of its governmental subdivisions, or of the
53 United States which has as its objective the regulation of premises used
54 for dwelling purposes; or

55 (3) The home owners's participation in the activities of a home
56 owners's organization.

1 (b) No lease-hold retirement community owner or operator shall
2 substantially alter the terms of the tenancy in retaliation for any
3 actions set forth in subparagraphs one, two and three of paragraph (a)
4 of this subdivision.

5 (c) This subdivision shall apply to all lease-hold retirement communi-
6 ty with four or more homes. However, its provisions shall not be given
7 effect in any case in which it is established that the condition from
8 which the complaint or action arose was caused by the home owner, a
9 member of the home owner's household, or a guest of the home owner. Nor
10 shall it apply in a case where a tenancy was terminated pursuant to the
11 terms of a lease as a result of a bona fide transfer of ownership. The
12 rights and obligations of the lease-hold retirement community owner or
13 operator and the home owner shall be governed by the provisions of this
14 subdivision and subdivisions three, four and five of section two hundred
15 twenty-three-b of this article.

16 10. Warranty of habitability, maintenance, disruption of services. In
17 every written or oral lease or rental agreement entered into by a home
18 owner, the lease-hold retirement community owner or operator shall be
19 deemed to covenant and warrant that the premises so leased or rented and
20 the home if rented, including rental through a rent-to-own contract, and
21 all areas used in connection therewith in common with other home owner
22 or residents including all roads within the lease-hold retirement commu-
23 nity are fit for human habitation and for the uses reasonably intended
24 by the parties and that the occupants of such premises and such homes if
25 rented shall not be subjected to any conditions which would be danger-
26 ous, hazardous or detrimental to their life, health or safety. When any
27 such condition has been caused by the misconduct of the home owner or
28 lessee or persons under their direction or control, it shall not consti-
29 tute a breach of such covenants and warranties. The rights and obli-
30 gations of the lease-hold retirement community owner or operator and the
31 home owner shall be governed by the provisions of this subdivision and
32 subdivisions two and three of section two hundred thirty-five-b of this
33 article.

34 11. Attorneys' fees. Whenever a lease shall provide that in any action
35 or summary proceeding the lease-hold retirement community owner or
36 operator may recover attorneys' fees and expenses awarded by a court,
37 there shall be implied in such lease a covenant by the lease-hold
38 retirement community owner or operator, to pay to the home owner the
39 reasonable attorneys' fees and expenses incurred by the home owner to
40 the same extent as is provided in section two hundred thirty-four of
41 this article which section shall apply in its entirety. A lease-hold
42 retirement community owner or operator may not demand that a home owner
43 pays attorneys' fees unless such fees have been awarded pursuant to a
44 court order.

45 12. Refusal to furnish service. Any lease-hold retirement community
46 owner or operator who has agreed to provide hot or cold water, heat,
47 light, power, or any other service or facility to an occupant of the
48 lease-hold retirement community shall not willfully or intentionally
49 fail to furnish such water, heat, light, power or other service or
50 facility, or interfere with the quiet enjoyment of the leased premises.

51 13. Receipts. Upon receipt of rent, fees, charges or other assess-
52 ments, in the form of cash or any instrument other than the personal
53 check of the tenant, it shall be the duty of the lease-hold retirement
54 community owner or operator to provide the payor with a written receipt
55 containing the following:

56 (a) The date;

- 1 (b) The amount;
- 2 (c) The identity of the premises and the purpose for which paid; and
- 3 (d) The signature and title of the person receiving payment.

4 14. Remedies. The county attorney may commence an action to restrain,
 5 prevent, and/or enjoin a violation of this section or a continuance of
 6 such violation of this section or a continuance of such violation by a
 7 lease-hold retirement community owner or operator.

8 § 2. Subdivision 1 of section 233-b of the real property law, as added
 9 by section 12 of part 0 of chapter 36 of the laws of 2019, is amended to
 10 read as follows:

11 1. The provisions of this section shall apply to all manufactured
 12 homes located in a manufactured home park as defined in section two
 13 hundred thirty-three of this article, however manufactured homes located
 14 in manufactured home parks that are subject to a regulatory agreement
 15 with a governmental entity to preserve affordable housing or that other-
 16 wise limits rent increases are exempt from the provisions of this
 17 section. Homes in a lease-hold retirement community, as defined in
 18 section two hundred thirty-eight-b of this article, shall also be
 19 subject to the provisions of this section relating to rent increases the
 20 same as a manufactured home park.

21 § 3. Severability. If any part or provision of this act or the appli-
 22 cation thereof to a person or circumstance is adjudged invalid by any
 23 court of competent jurisdiction, such judgment shall be confined in its
 24 operation to the part or the provision or application directly involved
 25 in the controversy in which such judgment shall have been rendered and
 26 shall not affect or impair the validity of the remainder of this act or
 27 application thereof to other persons or circumstances.

28 § 4. Nothing provided herein shall prohibit a county from enacting
 29 more stringent standards for a lease-hold retirement community than are
 30 established in section one of this act.

31 § 5. This act shall take effect on the first of October next succeed-
 32 ing the date on which it shall have become a law and shall apply to
 33 sales, actions, rent increases, or leases involving lease-hold retire-
 34 ment community homes occurring or entered into on or after such date.