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

1. The term "manufactured home tenant" means one who rents space in a manufactured home park from a manufactured home park owner or operator for the purpose of parking his manufactured home or one who rents a manufactured home in a manufactured home park from a manufactured home park owner or operator.

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

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

4. The term "manufactured home" means a structure, transportable in one or more sections, which in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein; except that such term shall include a "mobile home" as defined in paragraph five, and shall include a structure which meets all the requirements of this subdivision except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development.

5. The term "mobile home" means a moveable or portable unit, manufactured prior to January first, nineteen hundred seventy-six, designed and constructed to be towed on its own chassis, comprised of frame and wheels, connected to utilities, and designed and constructed without a permanent foundation for year-round living. A unit may contain parts that may be folded, collapsed or telescoped when being towed and expanded later to provide additional cubic capacity as well as two or

more separately towable components designed to be joined into one integral unit capable of being again separated into the components for repeated towing. "Mobile home" shall mean units designed to be used exclusively for residential purposes, excluding travel trailers.

6. The term "rent-to-own contract" shall mean any agreement between a manufactured home park owner or operator and a manufactured home renter which provides that after a specified term or other contingency the manufactured home renter will take ownership of the rented home.

7. The term "rent-to-own payment" shall mean any payment or payments made by a manufactured home renter pursuant to a rent-to-own contract which are in addition to rental payments for the rented site and the rented home.

b. A manufactured home park owner or operator may not evict a manufactured home tenant other than for the following reasons:

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

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

4. The manufactured home tenant is in violation of some federal, state or local law or ordinance which may be deemed detrimental to the safety and welfare of the other persons residing in the manufactured home park.

5. The manufactured home tenant or anyone occupying the manufactured home is in violation of any lease term or rule or regulation established by the manufactured home park owner or operator pursuant to this section, and has continued in violation for more than ten days after the manufactured home park owner or operator has given written notice of such violation to the manufactured home tenant setting forth the lease term or rule or regulation violated and directing that the manufactured home tenant correct or cease violation of such lease term or rule or regulation within ten days from the receipt of said notice. Upon the expiration of such period should the violation continue or should the manufactured home tenant or anyone occupying the manufactured home be deemed a persistent violator of the lease term or rules and regulations, the park owner or operator may serve written notice upon the manufactured home tenant directing that he vacate the premises within thirty days of the receipt of said notice.

6. (i) The manufactured home park owner or operator proposes a change in the use of the land comprising the manufactured home park, or a portion thereof, on which the manufactured home is located, from manufactured home lot rentals to some other use, provided the manufactured home owner is given written notice of the proposed change of use and the manufactured home owner's need to secure other accommodations. Whenever a manufactured home park owner or operator gives a notice of proposed change of use to any manufactured home owner, the manufactured home park owner or operator shall, at the same time, give notice of the proposed change of use to all other manufactured home owners or tenants in the manufactured home park who will be required to secure other accommodations as a result of such proposed change of use. Eviction proceedings based on a change in use shall not be commenced prior to two years from the service of notice of proposed change in use. Such notice shall be served in the manner prescribed in section seven hundred thirty-five of the real property actions and proceedings law or by certified mail, return receipt requested.

(ii) Where a purchaser of a manufactured home park certified that such purchaser did not intend to change the use of the land pursuant to paragraph (b) of subdivision two of section two hundred thirty-three-a of this article, no eviction proceedings based on a change of use shall

be commenced until the expiration of sixty months from the date of the closing on the sale of the park.

(iii) (A) The manufactured home park owner or operator shall provide the manufactured home owner a stipend of up to fifteen thousand dollars per manufactured home owner, pursuant to a court order. A warrant for eviction cannot be executed until the stipend has been paid to the manufactured home owner being evicted.

(B) The court shall calculate the stipend based upon consideration of the following factors:

(1) The cost of relocation of the manufactured home;

(2) The number of manufactured homes in the same park that would be receiving a stipend;

(3) The amount the real property is being purchased for;

(4) The value of the real property the manufactured home is located on;

(5) The value of the development rights attached to real property parcel the manufactured home is located on; and

(6) Any other factors the court determines are relevant in each case.

(C) In the event the manufactured home owner is not removed and the eviction proceeding is terminated the manufactured home owner shall return the stipend to the park owner. The weight to be afforded to each of the various factors is within the discretion of the trial court.

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

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

1. The officer to whom the warrant is directed and delivered shall give at least ninety days notice, in writing and in the manner prescribed in article seven of the real property actions and proceedings law for the service of notice of petition, to the person or persons to

be evicted or dispossessed and shall execute the warrant between the hours of sunrise and sunset.

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

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

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

e. Leases. 1. The manufactured home park owner or operator shall offer every manufactured home tenant prior to occupancy, the opportunity to sign a lease for a minimum of one year, which offer shall be made in writing. All lease offers, including initial and renewal leases, shall include a rider regarding tenant rights. Such rider shall be in a form approved or promulgated by the commissioner of housing and community renewal and which shall be made available to manufactured home park owners and operators.

2. (i) On or before, as appropriate, (a) the first day of October of each calendar year with respect to a manufactured home owner who is not currently a party to a written lease with a manufactured home park owner or operator or (b) the ninetieth day next preceding the expiration date of any existing written lease between a manufactured home owner and a

manufactured home park owner or operator, the manufactured home park owner or operator shall submit to each such manufactured home owner a written offer to lease for a term of at least twelve months from the commencement date thereof unless the manufactured home park owner or operator has previously furnished the manufactured home owner with written notification of a proposed change of use pursuant to paragraph six of subdivision b of this section. Any such offer shall include a copy of the proposed lease containing such terms and conditions, including provisions for rent and other charges, as the manufactured home park owner shall deem appropriate; provided such terms and conditions are consistent with all rules and regulations promulgated by the manufactured home park operator prior to the date of the offer and are not otherwise prohibited or limited by applicable law. Such offer shall also contain a statement advising the manufactured home owner that if he or she fails to execute and return the lease to the manufactured home park owner or operator within thirty days after submission of such lease, the manufactured home owner shall be deemed to have declined the offer of a lease and shall not have any right to a lease from the manufactured home park owner or operator for the next succeeding twelve months.

(ii) For purposes of this paragraph, the commencement date of any lease offered by the manufactured home park owner to the manufactured home owner shall be the ninetieth day after the date upon which the manufactured home park owner shall have provided the offer required pursuant to this paragraph; provided, however, that no such lease shall be effective if, on such commencement date, the manufactured home owner is in default of more than one month's rent. In the event the manufactured home owner shall have failed to execute and return said lease to the manufactured home park owner or operator within thirty days after it is submitted to the manufactured home owner as required by subparagraph (i) of this paragraph the manufactured home owner shall be deemed to have declined to enter said lease.

3. No lease provision shall be inconsistent with any rule or regulation in effect at the commencement of the lease.

4. If a manufactured home park owner or operator fails to offer a

tenant a lease as provided in this subdivision, the tenant shall have all the rights of a leaseholder and may not be evicted for other than the reasons specified in paragraph two, three, four, five or six of subdivision (b) of this section.

5. All rent increases, including all fees, rents, charges, assessments and utilities, shall be subject and pursuant to section two hundred thirty-three-b of this article.

f. Rules and regulations. 1. A manufactured home park owner or operator may promulgate rules and regulations governing the rental or occupancy of a manufactured home lot provided such rules and regulations shall not be unreasonable, arbitrary or capricious. A copy of all rules and regulations shall be delivered by the manufactured home park owner or operator to all manufactured home tenants at the same time such owner or operator initially offers the written lease provided for in subdivision e of this section. A copy of the rules and regulations shall be posted in a conspicuous place upon the manufactured home park grounds.

2. If a rule or regulation is not applied uniformly to all manufactured home tenants of the manufactured home park there shall be a rebuttable presumption that such rule or regulation is unreasonable, arbitrary and capricious, provided, however, that an inconsistency between a rule or regulation and a lease term contained in a lease signed before the date the rule or regulation is effective shall not raise a rebuttable presumption that such rule is unreasonable, arbitrary or capricious.

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

4. No rules or regulations may be changed by the manufactured home park owner or operator without specifying the date of implementation of

said changed rules and regulations, which date shall be no fewer than thirty days after written notice to all tenants.

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

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

2. A manufactured home park owner or operator shall be required to fully disclose in writing all fees, charges, assessments, including rental fees, rules and regulations prior to entering into a rental agreement with a prospective tenant in the manufactured home park.

3. No fees, charges, assessments or rental fees may be increased by manufactured home park owner or operator without specifying the date of implementation of said fees, charges, assessments or rental fees which date shall be no less than ninety days after written notice to all manufactured home tenants. Failure on the part of the manufactured home park owner or operator to fully disclose all fees, charges or assessments shall prevent the manufactured home park owner or operator from collecting said fees, charges or assessments, and refusal by the manufactured home tenant to pay any undisclosed charges shall not be used by the manufactured home park owner or operator as a cause for eviction in any court of law. Rent, utilities and charges for facilities and services available to the tenant may not be increased unless a lease has been offered to the tenant as required by subdivision e of this section.

4. (a) Whenever money shall be deposited or advanced on a contract or license agreement for the use or rental of premises and the manufactured

home, if rented, in a manufactured home park as security for performance of the contract or agreement or to be applied to payments upon such contract or agreement when due, such money with interest accruing thereon, if any, until repaid or so applied, shall continue to be the money of the person making such deposit or advance and shall be a trust fund in the possession of the person with whom such deposit or advance shall be made and shall not be mingled with other funds or become an asset of the park owner, operator or his agent.

(b) Whenever the person receiving money so deposited or advanced shall deposit such money in a banking organization, such person shall thereupon notify in writing each of the persons making such security deposit or advance, giving the name and address of the banking organization in which the deposit of security money is made, and the amount of such deposit. Deposits in a banking organization pursuant to the provisions of this subdivision shall be made in a banking organization having a place of business within the state. If the person depositing such security money in a banking organization shall deposit same in an interest bearing account, he shall be entitled to receive, as administration expenses, a sum equivalent to one percent per annum upon the security money so deposited, which shall be in lieu of all other administrative and custodial expenses. The balances of the interest paid by the banking organization shall be the money of the person making the deposit or advance and shall either be held in trust by the person with whom such deposit or advance shall be made, until repaid or applied for the use or rental of the leased premises, or annually paid to the person making the deposit of security money.

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

(d) In the event that a lease terminates other than at the time that a banking organization in such area regularly pays interest, the person depositing such security money shall pay over to his manufactured home tenant such interest as he is able to collect at the date of such lease

termination.

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

h. No manufactured home park owner shall:

1. Require a manufactured home tenant therein to purchase from said manufactured home park owner or operator skirting or equipment for tying down manufactured homes, or any other equipment. However, the manufactured home park owner or operator may determine by rule or regulation the style or quality of such equipment to be purchased by the manufactured home tenant from the vendor of the manufactured home tenant's choosing, providing such equipment is readily available.

2. Charge any manufactured home tenant who chooses to install an electric or gas appliance in his manufactured home an additional fee solely on the basis of such installation unless such installation is performed by the manufactured home park owner or operator at the request of the manufactured home tenant, nor shall the manufactured home park owner or operator restrict the installation, service or maintenance of any such appliance, restrict the ingress or egress of repairers to enter the manufactured home park for the purpose of installation, service or maintenance of any such appliance, or restrict the making of any interior improvement in such manufactured home, so long as such an installation or improvement is in compliance with applicable building codes and other provisions of law and further provided that adequate utilities are available for such installation or improvement.

3. Require, by contract, rule, regulation or otherwise, a manufactured home dweller to purchase from the manufactured home park owner or any person acting directly or indirectly on behalf of the park owner, commodities or services incidental to placement or rental within such park; nor shall the park owner restrict access to the manufactured home park to any person employed, retained or requested by the manufactured home dweller to provide such commodity or service, unless the manufactured home park owner establishes that such requirement or

restriction is necessary to protect the property of such park owner from substantial harm or impairment.

4. Require a manufactured home owner or a prospective manufactured home owner to purchase his or her manufactured home from the manufactured home park owner or operator, or from any person or persons designated by the manufactured home park owner or operator. Nothing herein shall be construed to prevent a manufactured home park owner or operator from requiring that any new manufactured home to be installed in his or her manufactured home park comply with the rules and regulations of said manufactured home park or conform to the physical facilities then existing for installation of a manufactured home in said manufactured home park.

i. 1. No manufactured home park owner or operator shall deny any manufactured home tenant the right to sell his manufactured home within the manufactured home park provided the manufactured home tenant shall give to the manufactured home park owner or operator twenty days' written notice of his intention to sell, provided that if the manufactured home owner is deceased no such notice shall be required from the administrator or executor of the home owner's estate, and provided further that no manufactured home park owner or operator shall restrict access to the manufactured home park to any potential purchaser or representatives of any seller unless the manufactured home park owner establishes that such restriction is necessary to protect the property of such park owner or operator from substantial harm or impairment. No manufactured home park owner or operator shall require the manufactured home owner or subsequent purchaser to remove the manufactured home from the manufactured home park solely on the basis of the sale thereof. The manufactured home park owner or operator may reserve the right to approve the purchaser of said manufactured home as a manufactured home tenant for the remainder of the seller's or deceased tenant's term but such permission may not be unreasonably withheld. If the manufactured home park owner or operator unreasonably withholds his permission or unreasonably restricts access to the manufactured home park, the manufactured home tenant or the executor or administrator of a deceased tenant's estate may recover the costs of the proceedings and attorneys'

fees if it is found that the manufactured home park owner or operator acted in bad faith by withholding permission or restricting access.

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

3. If the ownership or management rejects a purchaser as a prospective tenant, the selling tenant must be informed in writing of the reasons therefor.

j. The owner or operator of a manufactured home park may enter a manufactured home owner's manufactured home without the prior consent of the occupant only in case of emergency. The owner or operator of a manufactured home park may enter a manufactured home tenant's manufactured home during reasonable hours on reasonable notice.

k. The owner or operator shall provide reasonable notice where practicable to all manufactured home tenants who would be affected by any planned disruption of necessary services caused by the owner, operator or his agent.

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

m. Warranty of habitability, maintenance, disruption of services. In every written or oral lease or rental agreement entered into by a manufactured home tenant, the manufactured home park owner or operator shall be deemed to covenant and warrant that the premises so leased or

rented and the manufactured home if rented, including rental through a rent-to-own contract, and all areas used in connection therewith in common with other manufactured home tenants or residents including all roads within the manufactured home park are fit for human habitation and for the uses reasonably intended by the parties and that the occupants of such premises and such manufactured homes if rented shall not be subjected to any conditions which would be dangerous, hazardous or detrimental to their life, health or safety. When any such condition has been caused by the misconduct of the manufactured home tenant or lessee or persons under his direction or control, it shall not constitute a breach of such covenants and warranties. The rights and obligations of the manufactured home park owner or operator and the manufactured home tenant shall be governed by the provisions of this subdivision and subdivisions two and three of section two hundred thirty-five-b of this article.

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

(a) A good faith complaint, by or in behalf of the tenant, 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, 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 participation in the activities of a tenant'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 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, a member of the manufactured home tenant's household, or a guest of the manufactured home tenant. 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 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 awarded by a court, there shall be implied in such lease a covenant by the manufactured home park owner or operator, to pay to the tenant the reasonable attorney's fees and/or expenses incurred by the tenant to the same extent as is provided in section two hundred thirty-four of this article which section shall apply in its entirety. A manufactured home park owner or operator may not demand that a tenant pays attorneys' fees unless such fees have been awarded pursuant to a court order.

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, 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 three 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. Late charges may not be compounded and shall not be considered additional rent.

s. It shall be a violation for a manufactured home park owner, operator or his 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 or tenants or to such tenants 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 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 may not assign his 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 from the lease upon request of the mobile home tenant 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. If the owner reasonably withholds consent, there shall be no assignment and the manufactured home tenant shall not be released from the lease.

2. (a) A manufactured home tenant 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 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 shall inform the manufactured home park owner or operator of his 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 reason for subletting, (v) the tenant's address for the term of the sublease, (vi) the written consent of any co-tenant or guarantor of the lease, and (vii) a copy of the proposed sublease, to which a copy of the manufactured home tenant's lease shall be attached if available, acknowledged by the manufactured home tenant and proposed subtenant 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 for additional information as will enable the manufactured home park owner or operator to determine if rejection of such request shall

be unreasonable. Any such request for additional information shall not be unduly burdensome. Within thirty days after the mailing of the request for consent, or of the additional information reasonably asked for by the manufactured home park owner or operator, whichever is later, the manufactured home park owner or operator shall send a notice to the manufactured home tenant of his consent or, if he does not consent, his reasons therefor. Manufactured home park owner's or operator's failure to send such a notice shall be deemed to be a consent to the proposed subletting. If the manufactured home park owner or operator consents, the premises may be sublet in accordance with the request, but the manufactured home tenant thereunder, shall nevertheless remain liable for the performance of manufactured home tenant's obligations under said lease. If the manufactured home park owner or operator reasonably withholds consent, there shall be no subletting and the manufactured home tenant shall not be released from the lease. If the manufactured home park owner or operator unreasonably withholds consent, the manufactured home tenant may sublet in accordance with the request and may recover the costs of the proceeding and attorneys fees if it is found that the manufactured home park owner or operator acted in bad faith by withholding consent. The rights and obligations of the manufactured home park owner or operator and the manufactured home tenant shall be governed by the provisions of this subdivision and subdivisions three, five, six, seven and eight of section two hundred twenty-six-b of this article.

u. In the event of a breach by a manufactured home park owner or operator of any of the requirements of this section, the manufactured home tenant may commence an action for damages actually incurred as a result of such breach, or in an action or summary proceeding commenced by such manufactured home park owner or operator, may counterclaim for damages occasioned by such breach.

v. 1. On and after April first, nineteen hundred eighty-nine, the commissioner of housing and community renewal shall have the power and duty to enforce and ensure compliance with the provisions of this section. However, the commissioner shall not have the power or duty to enforce manufactured home park rules and regulations established under

subdivision f of this section.

2. On or before January first, nineteen hundred eighty-nine, each manufactured home park owner or operator shall file a registration statement with the commissioner and shall thereafter file an annual registration statement on or before January first of each succeeding year. The commissioner, by regulation, shall provide that such registration statement shall include only the names of all persons owning an interest in the park, the names of all tenants of the park, all services provided by the park owner to the tenants and a copy of all current manufactured home park rules and regulations. The reporting of such information to the commissioner of taxation and finance pursuant to subparagraph (B) of paragraph six of subsection (eee) of section six hundred six of the tax law shall be deemed to satisfy the requirements of this paragraph. That the commissioner may not be the primary recipient of such registration statement shall not be construed to limit, alter or diminish the ability or responsibility of the division of housing and community renewal in regards to enforcement of this section or any other applicable laws. The commissioner may request additional or corrected information to be filed by each manufactured home park owner or operator as he or she deems necessary to carry out proper oversight of such manufactured home parks. The commissioner shall annually make publicly available on its website a report of the data collected pursuant to this subdivision or subparagraph (B) of paragraph six of subsection (eee) of section six hundred six of the tax law, not including any personally identifiable information.

3. Whenever there shall be a violation of this section, an application may be made by the commissioner of housing and community renewal in the name of the people of the state of New York to a court or justice having jurisdiction by a special proceeding to issue an injunction, and upon notice to the defendant of not less than five days, to enjoin and restrain the continuance of such violation; and if it shall appear to the satisfaction of the court or justice that the defendant has, in fact, violated this section, an injunction may be issued by such court or justice, enjoining and restraining any further violation and with respect to this subdivision, directing the filing of a registration

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Any agreement modifying any of the rights set forth in this subdivision shall be void as contrary to public policy.

y. 1. No manufactured home park owner or operator shall offer or execute a rent-to-own contract unless the manufactured park owner or operator possesses documentation of ownership of the manufactured home, including a certificate of title to the home, if the home is a manufactured home subject to being titled pursuant to article forty-six of the vehicle and traffic law, or for mobile homes not subject to being titled pursuant to such law, such other documentation, which may include a bill of sale, or deed, sufficient to establish ownership.

2. Every rent-to-own contract shall be in writing and clearly state all terms, including but not limited to: a description of the home to be leased, including the name of the manufacturer, the serial number and the year of manufacture; the site number upon which the home is located in the manufactured home park; an itemized statement of any payments to be made during the term of the contract, including the initial lot rent, the rental amount for the home, and the amount of the rent-to-own payments; the term of the agreement; the number of payments, itemized, required to be made over the term of the agreement; any lien or security interest encumbering the manufactured or mobile home, if applicable; and the amount of any additional fees to be paid during the term. A rent-to-own contract shall not require a manufactured home tenant to pay any additional fees for transfer of ownership at the end of the lease period. A rent-to-own contract shall provide that where the rent-to-own tenant pays all rent-to-own payments and other fees established in the contract during the lease term, title transferred at the end of the lease term shall be free of superior interests, liens or encumbrances.

3. Valuations used to determine the fair market value of the manufactured home at the time the rent-to-own contract is entered into, shall be based on the information provided by an independent system, entity, publication or publications that provide valuation information for manufactured homes adjusted, as appropriate, by reasonable and identifiable regional market data, such as location, park-specific amenities, trends and comparable sales.

4. Every rent-to-own contract shall clearly state that the

manufactured home tenant is occupying a rented home, until ownership is transferred, and that the manufactured home park owner and operator shall be responsible for compliance with the warranty of habitability, including but not limited to all major repairs and capital improvements.

5. With the execution of every rent-to-own contract, the manufactured home park owner or operator shall offer the manufactured home tenant a lease for the site on which the home is located as provided in subdivision f of this section, and, if the term of the rent-to-own contract is longer than the term of the initial site lease, shall offer renewal leases on the same terms as provided to manufactured home tenants within the park pursuant to subdivision e of this section, provided that such renewal lease may not include a rent increase greater than that imposed on similarly situated manufactured home tenants that own their home within the park.

6. The manufactured home park owner or operator shall provide each manufactured home tenant who is a party to a rent-to-own contract an itemized accounting listing all payments made pursuant to the rent-to-own contract. Such accounting shall be provided no less than once each year, beginning one year from the execution of the rent-to-own contract. Upon request by a manufactured home tenant, the manufactured home park owner or operator shall provide such an accounting within ten days of such request.

7. Any successor to ownership of the manufactured home park shall be bound by the terms of a rent-to-own contract entered into after the effective date of this subdivision.

8. If a manufactured home tenant's tenancy is terminated by the manufactured home park owner or operator during the term of a rent-to-own contract, all rent-to-own payments made during the term of the contract shall be refunded to the manufactured home tenant; if a manufactured home park owner or operator fails to refund such payments, in an eviction proceeding, the court may award the manufactured home renter damages in the amount of the rent-to-own payments which have not been refunded.

9. It is a violation of this section for a manufactured home park owner or operator to make any material misrepresentation, either written or oral, regarding any of the terms of a rent-to-own contract, or to obtain, or attempt to obtain, a waiver from any manufactured home renter of any protection or right provided under this subdivision.

10. (i) If a manufactured home park owner or operator violates the provisions of this subdivision or wrongfully evicts a manufactured home tenant who is a party to a rent-to-own contract, a court may award damages including treble the economic damages suffered by the manufactured home tenant, which may include all rent-to-own payments. The court may also provide for reasonable attorney fees and costs of litigation, and other equitable relief.

(ii) Failure of the manufactured home park owner or operator to comply with this section shall give the manufactured home renter the unconditional right to cancel the rent-to-own contract and receive immediate refund of all payments and deposits made on account of or in contemplation of the lease with the rent-to-own contract.

11. The provisions of this section apply to rent-to-own contracts and tenants with rent-to-own contracts.