

State of New York
Division of Housing and Community Renewal
38-40 State Street
Albany, NY 12207

Web Site: www.nyshcr.org

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MANUFACTURED HOME PARK LEASE RIDER

This Rider, with this Notice, must be attached to all leases for manufactured home owners and manufactured home tenants. This Rider was prepared pursuant to Real Property Law § 233(e).

This Rider must be in a print size equal to or larger than the print size of the lease to which the Rider is attached. The following language must appear in bold print upon the face of each lease:

“ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF PARK OWNERS / OPERATORS AND MANUFACTURED HOME TENANTS / OWNERS UNDER THE REAL PROPERTY LAW.”

SECTION 1:

Lease Rider for the Manufactured Home and/or Manufactured Home Lot:

(Print Address and Lot Number)

Lease Start Date: _____

Lease End Date: _____

Lease Dated: _____

The tenant named in the lease hereby acknowledges the receipt of the lease rider for the housing accommodation stated above. Signature here does not bind the Tenant to the terms of the lease unless the Tenant also signs the lease.

Print Name of Tenant(s)

Signature(s) and Date

Subject to penalties provided by law, the owner of the housing accommodation hereby certifies that the above rider is hereby provided to the tenant with the signing of the lease and the information provided by the owner herein is true and accurate based on its records.

Print Name of Park Owner / Operator

Signature(s) and Date

SECTION 2:

ANY INCREASE IN RENT MUST BE IN ACCORDANCE WITH ADJUSTMENTS PERMITTED PURSUANT TO REAL PROPERTY LAW § 233 and §233-b

NEW LEASE RENT: _____

Fees, charges, utilities: _____

Total monthly amount due: _____

IF THIS IS A RENEWAL LEASE, the previous rent was: _____

Previous fees, charges, utilities, etc.: _____

Total monthly amount due: _____

PERCENTAGE OF INCREASE FROM PREVIOUS RENT, including fees, utilities and other charges: _____

SECTION 3: PROVISIONS

INTRODUCTION:

This Rider is issued by the New York State Division of Housing and Community Renewal (“DHCR”), pursuant to the Real Property Law (“RPL”). It generally informs manufactured home tenants / manufactured home owners and manufactured home park owners or operators about their basic rights and responsibilities under the RPL. Effective July 2019, RPL § § 233 and 233-a were amended, and a new RPL § 233-b was added, regarding certain rights of residents in manufactured home parks.

This Rider does not contain every rule applicable to manufactured home parks. It is only informational, and its provisions are not part of, and do not modify the lease. However, this Rider must be attached to the lease to provide residents with additional notice. It does not otherwise waive or modify the RPL, the Real Property Actions and Proceedings Law, or any court order that governs this tenancy. The manufactured home park owner must comply with all applicable state, federal and local fair housing laws and nondiscrimination requirements.

Tenants should keep a copy of this Rider and of any lease they sign. Park owners should keep an original copy of the lease rider signed by the Tenant in accordance with its typical record

retention processes. Failure to provide this lease rider may result in various consequences as prescribed by law.

1. MANUFACTURED HOME TENANTS' LAW

The rights of manufactured home park tenants are primarily contained in Real Property Law. (Real Property Law (“RPL”) § 233, § 233-a, § 233-b). As noted above, this rider is not intended to be a comprehensive overview of all laws applicable to manufactured home parks and parties are advised to consult an attorney.

2. WHAT IS A MANUFACTURED HOME PARK AS DEFINED BY RPL § 233(a)?

This rider concerns manufactured home parks as defined in RPL § 233 (a). A manufactured home park is land with three or more manufactured homes, occupied for year-round living. A resident of a manufactured home park is a manufactured home tenant whether or not the person owns the manufactured home. A manufactured home owner is someone who holds title to a manufactured home. (RPL § 233(a)). The manufactured home park law, which is explained in this rider, does not apply to seasonal parks often found in resort areas and used for campers, trailers and “motor homes.”

3. WARRANTY OF HABITABILITY

Manufactured home park tenants are entitled to a livable, safe, and sanitary park, including all common areas, roads, and the lot. If the manufactured home is rented, the warranty of habitability must be complied with by the home owner. The manufactured park owner or operator must fulfill the warranty of habitability. This also applies when a tenant of a manufactured home occupies pursuant to a “rent-to-own” contract before title to the manufactured home has been transferred to the tenant. Lease or contract clauses which are inconsistent with this right to a warranty of habitability, are illegal and unenforceable.

Failure to provide water or other essential utility service, or to repair sewer problems are examples of a violation of this warranty. Park owners may not willfully or intentionally fail to provide any service or facility once they have agreed to do so. (RPL § 233(m), § 235-b)

The New York State Sanitary Code imposes requirements that the park owner must meet regarding fire safety; utilities, including water supply, sewage facilities, electricity, gas and fuel oil; site size; manufactured home stands and anchoring; and trash storage and disposal. Problems in any of these areas should be brought to the attention of health officials.

4. LEASES

All leases must include this rider.

A lease is the most significant protection for manufactured home tenants. Before moving into a manufactured home park, a prospective tenant must be offered, in writing, the opportunity to sign a lease for a minimum of one year. A lease assures a tenant the right to remain for its duration and gives advance notice of what the rent will be for the term of the lease. The lease

must also specify the amount of the fees, assessments, and other charges for the period the lease is in effect.

Leases generally state the period of time for the rental. A tenant with a written lease may move out of the park without any further liability when the lease expires.

Generally, tenants who stay past the end of a lease, and choose to not sign a renewal lease, are treated as month-to-month tenants, if the landlord accepts their rent. A month-to-month tenancy may be terminated by either party with proper notice.

The lease sets out the tenant's obligations: the payment of rent in full and on time; the agreement to follow reasonable park rules and to obey all federal, state, and local laws and ordinances which affect the health and safety of other residents. (RPL § 233 (e))

Unconscionable lease clauses. Courts may refuse to enforce a provision found to be unreasonably favorable to the park owner. (Real Property Law § 235-c).

Any lease provision that contradicts the law is null and void.

Read your lease and all riders, including any rules or regulations carefully before you sign. Do not rely on oral promises. Make sure that all promises, and agreements are written in the lease before signing it. It is wise to consult an attorney if you have any questions about your lease.

5. SPECIAL REQUIREMENTS FOR RENT-TO-OWN CONTRACTS

A "rent-to-own contract" provides that after a specified term, the manufactured home renter will take ownership of the rented home.

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" (those which are paid in addition to the rent for the rented site and the rented home as defined in RPL § 233(a)(7)) that are made during the term of the contract shall be refunded to the manufactured home tenant. No additional fee shall be required to take ownership of the home at the end of the rent-to-own contract. For additional information regarding rent-to-own contracts please consult an attorney.

6. RENEWAL LEASES & EVICTION FOR CHANGE IN USE

Park owners are required to offer manufactured home tenants who own their own home an opportunity to renew their lease for at least twelve months. The renewal offer must be made in writing no later than 90 days before the expiration of the existing lease. The law also requires park owners to offer manufactured home owners without a lease the opportunity to sign a lease for a minimum of one year every year on or before October 1st. If a renewal lease is not offered to a manufactured home tenant, rent, utilities, and charges for facilities and services may not be increased.

The offered lease should be signed and returned to the park owner within 30 days after receiving it. Otherwise, a manufactured home tenant will become a month-to-month tenant with no protection from eviction.

Park owners may change the use of their land as long as they personally deliver or by certified mail give their residents written notice of the proposed change in accordance with the requirements of the Real Property law. This notice must be given at least one hundred forty days prior to the effective date terminating the tenancies to allow the residents time to relocate. Eviction proceedings based on change in use may be two years after service of the notice or at the end of the lease term, whichever is later.

If the park will change in use, a manufactured home owner shall be entitled to a stipend of up to \$15,000, pursuant to a court order, based on the cost of relocation of the manufactured home and other factors.

7. PARK RULES AND REGULATIONS

No lease provision can be inconsistent with a rule or regulation in effect at the beginning of the lease. (RPL § 233(e))

A copy of all rules and regulations must be given to tenants before lease signing and must also be posted in a conspicuous place on the park grounds. Park rules and regulations cannot be unreasonable, arbitrary or capricious.

The manufactured home park owner may change any rule or regulation but must give all tenants at least 30-days advance written notice of the change. If the changed rule or regulation is inconsistent with a lease provision then in effect, the change can be applied only to new tenants or those without the protections of a lease.

8. RENT, FEES, CHARGES AND ASSESSMENTS

All fees, charges and assessments, including rent and utility charges, must be reasonably related to actual services delivered and must be disclosed in writing by the park owner before entering a lease with a prospective tenant.

Tenants may not be charged a fee for anything other than rent, utilities and charges for facilities and services actually provided. For example, tenants cannot be charged an "entrance fee" to move into a park unless the park owner actually provides some service related to moving in.

Extra charges for additional family members, pets, guests, and the like are also prohibited unless the extra charge is related to the actual cost of the service provided by the park owner. Tenants may not be evicted solely because of refusing to pay an undisclosed fee, charge, or assessment. (RPL § 233(g))

9. RENT INCREASES

Without a lease, the rent may be increased upon 90-days advance written notice, but no more than once per year. The park may not collect the additional amount if fails to provide proper notice. (RPL § 233(g)(3)). If a lease has not been offered to the tenant in accordance with RPL § 233(e), rent may not be increased.

Pursuant to RPL § 233-b, "rent" includes all rent, fees, charges, assessments, and utilities. Increases in rent shall not exceed 3%. Manufactured home owners have the right to challenge in

court rent increases that exceed 3% in one year. Such challenge must be brought within 90 days from the date of the proposed increase. Rent may increase more than 3% only in limited circumstances, including an increase in operating expenses of the manufactured home park, an increase in property taxes, or costs of capital improvements in the park. A rent increase shall not exceed 6% under any circumstance, unless a court approves a temporary hardship application by a park owner, based on several factors, and only for 6 months maximum. During any challenges to the rent, tenants must pay the rent as increased, but the amount of the increase must be held in escrow by the park owner, and no tenant shall be evicted for non-payment of the rent increase during a court proceeding.

10. REAL PROPERTY TAX PAYMENTS

Please refer to guidance from NYS Dept. of Taxation and Finance on the issue of real property tax payments: <https://www.tax.ny.gov/star/>

11. SECURITY DEPOSITS

Security deposits are limited to one month of rent. Park owners are prohibited from mingling the deposits with their own money.

The park owner must return the security deposit, less any lawful deduction, to the tenant at the end of the lease or within fourteen days after vacating the manufactured home park. (RPL § 233(g)(4) and General Obligations Law.

12. LATE CHARGES

A park owner may not impose a late charge for late payment of rent unless a tenant's lease or the park rules and regulations allow for this charge. Even if there is such a provision, no late charge can be collected on any rent payment made within ten days of the due date. Also, the late charge cannot be more than three (3) percent of the delinquent payment, may not be compounded and may not be considered additional rent. (RPL § 233(r))

13. ATTORNEYS' FEES

A park owner may not demand attorneys' fees from a tenant, unless they have been awarded by a court. Attorney's fees shall not be considered additional rent.

If the lease provides that park owners are entitled to collect attorneys' fees from tenants, then tenants who successfully sue the park owner or win a case brought against them by the park owner, automatically have the same right to recover reasonable attorneys' fees and expenses from the park owner whether the lease says so or not. (RPL § 233(o), § 234)

14. TENANTS' ORGANIZATIONS AND COOPERATIVES

Tenants have a legal right to organize and to form, join and participate in tenants' organizations for the purpose of protecting their rights. Tenant groups have the right to meet at reasonable hours in any common area in their park. (RPL § 230)

Tenants' Organizations may seek to purchase a park and form a Manufactured Home Cooperative. The New York State Housing Finance Agency has a special manufactured home cooperative fund program that can loan a tenants' organization up to 95 percent of the cost of purchasing the park and converting it to a cooperative ownership. For more information about this program, call (518) 474-2057.

15. RETALIATION

Park owners are prohibited from harassing or retaliating against tenants who exercise their rights. A park owner may not seek to evict tenants solely because they make good faith complaints to a government agency about violations of any health or safety laws or take good faith actions to protect rights under their leases or participate in tenants' organizations. Tenants may collect damages from park owners who violate this law. (RPL § 223-b, 233(n))

16. EVICTION

Eviction is the process whereby a manufactured home tenant can be forced to move, and a park owner can regain possession of a manufactured home or lot. To evict a tenant legally, a park owner must sue in court and win the case.

Tenants cannot be evicted through the use of force or unlawful means. A park owner cannot threaten violence, remove a tenant's possessions, lock the tenant out of a manufactured home, or willfully discontinue essential services such as water or heat. (RPL § 233(p), § 235). A tenant who is evicted from a manufactured home or lot in a forcible or unlawful manner is entitled to recover triple damages in a legal action against the wrongdoer. (Real Property Actions and Proceedings Law §§ 713, 853)

17. GROUNDS FOR EVICTION

Grounds for eviction include but are not limited to:

- Non- payment of rent provided the tenant has received a written demand for the rent at least 30 days prior to commencement of the eviction proceeding in accordance with Real Property Actions and Proceedings Law § 735. The eviction proceeding, however, will be terminated if the delinquent rent and allowable costs are accepted prior to a judgment;
- Use of the manufactured home or lot for illegal purposes;
- Violation of a federal, state or local law which is detrimental to the safety and welfare of other residents;
- Violation of lease terms or of valid park rules or regulations when there has been a failure to correct the violation.

18. PRIVACY

The park owner may not enter a manufactured home without your prior consent, except in an emergency. If you rent your manufactured home, the park owner may not enter except with reasonable notice and during reasonable hours. (RPL § 233(j))

19. ACCESS

The park owner may not restrict access or charge a fee to service people coming into the park; or restrict the making of any interior improvement to your manufactured home, so long as you comply with local building codes. The park owner also may not charge a fee for the installation of an electric or gas appliance in your home unless the park owner performs the installation at your request. (RPL § 233(h)(2))

20. INSTALLATION CHARGES

A tenant cannot be required to buy skirting, tie downs, or any other equipment, supplies or services from the park owner. The park owner may, however, determine by rule or regulation the type or quality of such equipment, which the tenant can then be required to purchase from a merchant selected by the tenant. (RPL § 233(h)(1))