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Guide to Section 233
New York State Real Property Law

Manufactured Homes Program



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Real Property Law Section 233:

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:

1. [Repealed.]

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 manufactured home park owner or operator may not prohibit the placement of a for sale sign on any manufactured 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. Fees

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. Sale of Manufactured Home

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 therefore.
- 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. Retaliation
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 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. Lease Assignment and Subleasing
 - 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 [sic] 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 therefore. Manufactured home park owner's or operator's failure to send such a notice shall be deemed to be 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.** 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. 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. 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.
 - 2.** 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.

 - 2a.** 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.

3. 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.

Real Property Law Section 233-a: Sale of Manufactured home parks;

Whenever used in this section:

1. (a) The term "notify" shall mean the placing of a notice in the United States mail, addressed to the officers of the manufactured homeowners' association or the manufactured home park owner by certified mail, return receipt requested, or personal delivery upon the officers of the manufactured homeowners' association, or if no manufactured homeowners' association exists, upon all manufactured homeowners in the manufactured home park or the manufactured home park owner. Each such notice shall be deemed to

have been given upon the deposit of the notice in the United States mail or upon receipt of personal delivery.

(b) The term “manufactured homeowners' association”, whether incorporated or not, shall mean an association of at least fifty-one percent of all manufactured homeowners within the manufactured home park, who shall have given written consent to forming a manufactured homeowners' association, and which association has notified the park owner of its establishment and has provided to the park owner the names and addresses of the officers of such association. The provisions of section two hundred twenty-three-b of this article shall apply to the formation of a manufactured homeowners' association.

2. (a) If a manufactured home park owner receives a bona fide offer to purchase a manufactured home park that such manufactured home park owner intends to accept, such manufactured home park owner shall require the prospective purchaser to provide, in writing, the certification required by paragraph (b) of this subdivision, and shall not accept any offer to purchase, nor respond with a counteroffer until such manufactured home park owner has received such certification.

(b) A purchaser seeking to purchase a manufactured home park, or the land upon which a manufactured home park is located, shall provide such owner with a written letter certifying whether or not the purchaser will, upon the closing of the sale of the park, or within sixty months of such closing, give the notice required pursuant to paragraph six of subdivision b of section two hundred thirty-three of this article, of its intention to use the land upon which the manufactured home park is located for a purpose other than manufactured home lot rentals.

(c) If a manufactured home park owner receives a bona fide offer to purchase a manufactured home park that such manufactured home park owner intends to respond to with a counteroffer, such counteroffer shall include a notice stating that such counteroffer shall be subject to the right of the homeowners of the manufactured home park to purchase the manufactured home park pursuant to this subdivision. Notwithstanding any provision of law to the contrary, every acceptance of a counteroffer by a prospective purchaser of a manufactured home park shall be deemed to be subject to the right of the homeowners of the manufactured home park to purchase the manufactured home park pursuant to this subdivision if the purchaser certifies pursuant to paragraph (b) of this subdivision that he or she intends to change the use of the land.

3. (a) If a manufactured home park owner receives a bona fide offer to purchase a manufactured home park that such manufactured home park owner intends to accept or respond to with a counteroffer, and the purchaser has certified pursuant to paragraph (b) of subdivision two of this section that he intends to change the use of the land, such manufactured home park owner shall notify:

(i) the officers of the manufactured homeowners' association within such park of the offer to purchase and all the terms thereof; provided that the park owner has been notified of the establishment of a manufactured homeowners' association and been provided with the names and addresses of the officers of such association; or

(ii) if no homeowners' association exists, all manufactured homeowners in the manufactured home park.

(b) The manufactured home park owner's notification shall state the price and terms and conditions of sale or, in the case where such manufactured home park owner intends to make a counteroffer, the price and material terms and conditions upon which such manufactured home park owner would sell the park.

(c)(i) If a manufactured homeowners' association exists at the time of the offer, the association shall have the right to purchase the park; provided that the association shall have delivered to the manufactured home park owner an executed offer to purchase which meets the identical price, terms, and conditions of the offer or counteroffer provided in the notice of the manufactured home park owner within one hundred twenty days of receipt of notice from the manufactured home park owner, unless otherwise agreed to in writing.

(ii) If an offer to purchase by the association is not delivered within such one hundred twenty-day period, then, unless the park owner thereafter elects to offer to sell the park at a price lower than the price specified in the notice to the homeowners' association or at terms substantially different from those presented to the association, the park owner has no further obligations under this section.

(iii) If the park owner, after such one hundred twenty day period, elects to offer to sell the park at a price lower than the price specified in the notice given or at terms substantially different from those previously presented to the association, then the association shall be entitled to notice thereof and shall have an additional ten days after receipt of notice of the revised terms to deliver to the park owner an executed offer to purchase which meets the revised price, terms, and conditions as presented by the park owner.

(d)(i) If there is no existing homeowners' association at the time of the offer, the homeowners shall have the right to purchase the park; provided the following conditions are met:

(A) The manufactured homeowners shall have the right to form a manufactured homeowners' association, whether incorporated or not.

(B) Such homeowners' association shall include at least fifty-one percent of all manufactured homeowners, who shall have given written consent to forming a manufactured homeowners' association. The provisions

of section two hundred twenty-three-b of this article shall apply to the formation of a manufactured homeowners' association.

(C) The association, acting through its officers, shall have given notice to the park owner of its formation, the names and addresses of its officers, and delivered an executed offer to purchase the park at the identical price, terms, and conditions of the offer presented in the notification given by the park owner within one hundred twenty days of receipt of notice from the park owner, unless otherwise agreed to in writing.

(ii) If the homeowners fail to form a manufactured homeowners' association, or if upon the formation of a manufactured homeowners' association, the association does not deliver an executed offer to purchase as set forth in paragraph (a) of this subdivision within the one hundred twenty day period, then, unless the park owner elects to offer the park at a price lower than the price specified in the notice previously presented to the homeowners, the park owner has no further obligation under this section; and

(iii) If the park owner thereafter elects to sell the park at a price lower than the price specified in the notice to the homeowners or at terms substantially different from those previously presented, then the association shall have an additional ten days after receipt of notice of the revised terms to deliver to the park owner an executed offer to purchase which meets the revised price, terms, and conditions as presented by the park owner.

4. This section does not apply to:

(a) Any conveyance of an interest in a manufactured home park incidental to the financing of such manufactured home park.

(b) The purchase of a manufactured home park by a governmental entity under its powers of eminent domain.

5. Nothing in this section shall be construed to compel the manufactured home park owner to divide the land and sell it to individual manufactured homeowners.

Real Property Law Section 233-b: Manufactured home parks; rent increases.

- 1.** The provisions of this section shall apply to all manufactured homes located in a manufactured home park as defined in section two hundred thirty-three of this article, however manufactured homes located in manufactured home parks that are subject to a regulatory agreement with a governmental entity to preserve affordable housing or that otherwise limits rent increases are exempt from the provisions of this section.
- 2.** Increases in rent shall not exceed a three percent increase above the rent since the current rent became effective. In this section, rent shall mean all costs, including all rent, fees, charges, assessments, and utilities. Notwithstanding the above, a manufactured home park owner is permitted to increase the rent in excess of three percent above the rent since the current rent became effective, due to:
 - (a)** Increases in the manufactured home park owner's operating expenses.
 - (b)** Increases in the manufactured home park owner's property taxes on such park.
 - (c)** Increases in costs which are directly related to capital improvements in the park.
- 3.** An increase above three percent may be challenged by an aggrieved manufactured homeowner as unjustified. Multiple aggrieved manufactured homeowners may join in the same action where there is a common question of law and fact.
- 4.** Within ninety days of the proposed increase, an aggrieved manufactured homeowner may challenge such increase by filing an action in the court of appropriate subject matter jurisdiction where the real property is located seeking a declaratory judgment that the rent increase is unjustifiable.
- 5.** In any proceeding under this section there shall be an irrebuttable presumption that a rent increase is justifiable when the amount of such increase does not exceed the tenant's pro-rata share in operating costs and property taxes for the manufactured home park in which the manufactured home owner resides.
- 6.** **(a)** In determining whether a rent increase is permissible, the court shall consider the provisions of paragraphs **(a)**, **(b)** and **(c)** of subdivision two of this section. Notwithstanding the above, rent increases shall not exceed six percent above the rent since the current rent became effective, except upon the approval of a temporary hardship application by the court. In addition to the provisions of this paragraph

and paragraphs **(b)** and **(c)** of this subdivision the court shall take into account the following factors when determining whether to grant a temporary hardship application:

- (i)** The amount of increase being sought by the park owners;
- (ii)** The ability of the manufactured home owner to pay such increase including whether the increase would have an unreasonable adverse impact on the manufactured home owner;
- (iii)** The amount of time and notice the manufactured home owner may need in order to pay a temporary rent increase;
- (iv)** The duration the park owners intend for the temporary rent increase to last;
- (v)** The cause of the hardship the rent increase is being requested to alleviate, including whether the hardship was due to owner negligence and malfeasance;
- (vi)** The ability of the park owners to utilize other means besides a rent increase to alleviate said hardship;
- (vii)** The likelihood that the property the manufactured home park is located on will go into foreclosure if a temporary rent increase above six percent is not granted;
- (viii)** Any other factor that will jeopardize the ability of the park to legally operate.

(b) A court order approving a temporary hardship application shall state for each manufactured home owner:

- (i)** The amount of the rent increase;
- (ii)** The date the rent increase is to take effect;
- (iii)** The date the increase is to end;
- (iv)** The amount the rent will return to; and
- (v)** The court's findings as to the factors necessitating a temporary increase.

(c) Upon a finding by the court that the manufactured home park should be granted a hardship exemption, the amount of any rent increase shall be the minimum amount to alleviate the hardship. An order granting a temporary rent increase shall not exceed six months. The order must be served on the manufactured home owners and all known legal tenants pursuant to the rules of civil procedure within thirty days of the court order, the cost of which shall be on the manufactured home park owner.

7. The court may condition its approval of any rent increase upon the redress of conditions in the manufactured home park which threaten the health and safety of the manufactured home tenant.
8. While a challenge to a rent increase pursuant to this section is pending, manufactured home park tenants shall pay the amount of the rent increase to the manufactured home park owner who shall hold such amounts in escrow pending a mediated agreement between the parties or a final decision from the courts, provided, however, that no manufactured home park tenant shall be evicted for non-payment of the rent increase prior to the final disposition of the matter by the court in the county where the manufactured home park is located. Failure by the manufactured home park owner to place such challenged rent increase in escrow shall be punishable by a civil penalty of not more than five hundred dollars. If the petitioners appeal, the manufactured home park owner may remove the rent increase funds from escrow, mingle such funds with any other funds, and commence a nonpayment proceeding in the court of appropriate jurisdiction against a tenant who has not paid the increase of rent. If the court enters a final judgment declaring the rent increases or any part thereof unjustifiable and impermissible, the manufactured home park owner shall refund the amount of the impermissible increase to each tenant household.

