



Protections

for residents in Manufactured Home Parks

This document provides information about manufactured home tenants' rights in New York. This document gives general information only, based on the NY Housing Stability and Tenant Protection Act of 2019. It does not give legal advice or advice about specific situations. If you need legal advice, contact Legal Services of Central New York at (877) 777-6152 for more information.

If you have an impairment, disability, language barrier, or otherwise require an alternative means of reading this guide, please contact Opportunities for Otsego.

Limiting Rent Increases

1. A manufactured home park owner or operator must provide manufactured home tenants written notice of any increase in rental fees, charges or assessments at least 90 days prior to the implementation date of any increase.
2. Rent includes all costs, including rent, fees, charges, assessments, and utilities. Rent increases cannot not be more than three 3% above the current rent, unless:
 - There is an increase in the park owner's operating expenses;
 - There is an increase in the park owner's property taxes on the park; and/or
 - There are increases in costs directly related to capital improvements in the park.
3. If the park owner/operator can demonstrate that a rent increase needs to exceed 3% for reasons stated above, the rent may not exceed 6%, unless determined by a court that the park owner/operator is granted a hardship exemption. Such exemption must be temporary and cannot exceed six (6) months. The court order granting the hardship exemption must be served on the homeowners and all legal tenants within 30 days of the order.
4. Rent increases over 3% may be challenged as unjustifiable in a court of law within the appropriate jurisdiction by a manufactured homeowner/tenant or group of homeowners/tenants within 90 days of the proposed increase.
5. During the time that a challenge to a rent increase is pending, manufactured homeowners/tenants must pay the increased rent and the park owner must hold the increased amount in escrow until a mediated agreement or final judgement is made.

6. No manufactured home tenant can be evicted for nonpayment of the rent increase while a court action challenging the increase is pending.

Better Notice of Change of Use:

1. In the event a manufactured park owner wants current residents to leave because he/she is changing the manufactured home park to another use, the manufactured park owner must:
 - Serve notice of the proposed change of use to all manufactured homeowners or tenants in the park who will be required to secure other accommodations as a result of the proposed change;
 - Not begin eviction proceedings prior to two (2) years from the service of the notice of the proposed change of use; and
 - Pay each manufactured homeowners a stipend of up to \$15,000 in order to compensate the manufactured homeowners for the cost of moving their home.
2. If a manufactured park owner sells the park and the new owner does not intend to change the use of the land, the new owner later decides to change the use of the park, the new owner cannot begin eviction proceedings prior to 5 years (60 months) from the date of the closing of the sale of the park.

Written Lease Requirements:

1. All manufactured homeowners and tenants must have a written lease for a term of at least 12 months.
2. Written leases must include:
 - Terms and conditions, including provisions for rent and other charges;
 - A statement advising the manufactured homeowner/tenant that failure to execute and return the lease to the park owner/operator within 30 days after submission will result in the determination that the homeowner/tenant declined the offer of a lease and will not have any right to a less from the park owner/operator for the next 12 months.
3. The manufactured park owner/operator must fully disclose in writing all fees, charges, assessments (including rental fees), and rules and regulations prior to entering into a lease agreement with a prospective tenant. Unless the park owner/operator fully discloses all fees, charges, and assessments, he/she will be prohibited from collecting any fees, charges, or assessments and a homeowner/tenant cannot be evicted for nonpayment of the undisclosed charges.
4. Each written lease agreement shall covenant and warrant that all leased or rented premises, including rentals through rent-to-own contract, and all common areas, including all roads within the manufactured home park are fit for human habitation and

the homeowners/tenants will not be subjected to any conditions which are dangerous, hazardous, or detrimental to the homeowners'/tenants' life, health, or safety.

New Limits on Fees

1. Late fees on unpaid rent cannot be imposed until ten (10) days after the rent payment due date.
2. The amount of a late fee is capped at 3% of the rent amount. Also, late fees cannot be compounded and are not considered to be additional rent.
3. Late fees can only be imposed on IF the collection of late fees is specifically written in a fully-executed lease or is included in the park owner's/operator's written rules and regulations.
4. A manufactured home park owner cannot demand that a tenant pay attorneys' fees unless they are awarded those fees by a court order.

Rent-to-Own Protections

1. Park owners/operators can only offer or execute a rent-to-own contract IF he/she possesses documentation of ownership of the manufactured home. This can include a certificate of title to the home, a bill of sale, or deed.
2. Every rent-to-own contract must be in writing and clearly state all terms:
 - 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;
 - 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 contract;
 - The annual percentage rate of the amount financed, if applicable;
 - The amount of any additional fees to be paid during the term.
3. A rent-to-own contract cannot require a manufactured home tenant to pay any additional fees for the transfer of ownership at the end of the lease period. Transfer at the end of the lease must be free of superior interests, liens, or encumbrances.
4. The fair market value of the manufactured home at the time the rent-to-own contract is entered into must be based on information from an independent system, entity, or publication.

5. Every rent-to-own contract must clearly state that the tenant is occupying a rented home until ownership is transferred and that the manufactured park owner/operator will continue to be responsible for keeping the home in habitable condition; making all major repairs and improvements; and keeping it free from conditions that would be dangerous to tenants' health and safety.
6. The park owner/operator must extend a lease for the site on which a manufactured home specified in a rent-to-own contract resides. If the rent-to-own contract term is longer than the lease agreement of the site, the park owner/operator must renew the site lease on the same terms as other tenants within the park.
7. Once a year, the manufactured home tenant is entitled to an itemized account of all payments made in relation to the rent-to-own contract. An itemized accounting must be provided within 10 days of a request made by the manufactured homeowner/tenant.
8. If the manufactured home park is sold, the new owner is bound by the terms of rent-to-own contracts executed on or after June 14, 2019.
9. It is unlawful for a park owner/operator to obtain or attempt to obtain a waiver from a manufactured home tenant of any protections or rights specific to rent-to-own contracts.
10. If a manufactured home tenant's lease is terminated by the park owner, the owner must pay back all of the rent-to-own payments that the tenant paid in addition to any lot and/or home rent.

If you believe a manufactured home park owner is not following the law, you may contact the New York State Department of Homes and Community Renewal (hcr.ny.gov).

The Manufactured Homes Complaint Program Hotline is (800) 432-4210.

