**Manufactured Housing Bills Introduced in June 2019**

**State:** Delaware  
**Bill #:** 2019 DE SB 156  
**Sponsor:** McBride  
**Date Introduced:** June 13, 2019  
**Type of Legislation:** Park  
**Description of Legislation Specific to Mobile Homes/Manufactured Housing:** Amends 25 DE 7042. Delaware Manufactured Relocation Trust Fund. Regarding the monthly assessment required to be deposited for each rental lot, removes provision that the initial amount of the assessment is $3.00. Adds that one-half of the monthly assessment set under paragraph (g)(1)a. of this section is the obligation of the tenant of rented lot, and 1/2 of the assessment is the obligation of the landlord. Removes provision that the landlord’s portion is reduced by $0.50, and the tenant must pay that $0.50, instead the landlord’s portion is reduced by $0.50 and the tenant is not responsible for it.

**State:** Massachusetts  
**Bill #:** 2019 MA HB 3924  
**Sponsor:** Connolly  
**Date Introduced:** June 24, 2019  
**Type of Legislation:** Park  
**Description of Legislation Specific to Mobile Homes/Manufactured Housing:** Amends Chapter 40P of the General Laws to add Section 5. Local option mobile home community rent regulation. (a) A city or town adopting this section may, by ordinance or by-law, regulate rents for the use or occupancy of manufactured housing accommodations in the city or town, establish a rent board for the purpose of regulating units, minimum standards for use or occupancy of manufactured housing communities and eviction of tenants therefrom and may, by ordinances or by-laws, require registration by owners of manufactured housing communities under penalty of perjury, of information relating to the manufactured housing communities. The term "manufactured housing communities" shall have the same meaning as such term in section 32F of chapter 140. Such rents, standards and evictions may be regulated by the rent board so as to remove hardships or correct inequities for both the owner and tenants of such manufactured housing communities. The rent board shall have all the powers necessary or convenient to perform its functions, may make rules and regulations, require registration by owners of manufactured housing communities, under penalty of perjury, of information relating to the manufactured housing communities, sue and be sued, compel the attendance of persons and the production of papers and information and issue appropriate orders which shall be binding on both the owner and tenants of such manufactured housing communities. Violations of any ordinance or by-law adopted pursuant to this act or any order of the rent board shall be punishable by a fine of not more than $5,000. (b) In regulating rents for such manufactured housing communities, the rent board may make such individual or general adjustments, either upward or downward, as may be necessary to assure that rents for manufactured housing communities in the municipality are established at levels which yield to owners a fair net operating income which will yield a return, after all reasonable operating expenses, on the fair market value of the property equal to the debt service rate generally available from institutional first mortgage lenders or other rates of return that the board, on the basis of evidence presented before it, considers more appropriate to the circumstances of the case; provided however, that no upward adjustment shall exceed 10 per cent per annum. The fair market value of the property shall be the assessed valuation of the property or other valuation that the board, on the basis
of evidence presented before it, considers more appropriate to the circumstances of the case. The municipality by ordinance or by-law, or the rent board by regulation, may establish further standards and rules consistent with this section. (c) Chapter 30A shall apply to the rent board as if the rent board were an agency of the commonwealth, including those provisions giving agencies the power to issue, vacate, modify and enforce subpoenas, and those provisions relating to judicial review of an agency order. (d) The housing court within the territorial jurisdiction of which the municipality is located shall have exclusive original jurisdiction of all petitions for review brought pursuant to section 14 of chapter 30A. Such housing court shall have jurisdiction to enforce this section and any ordinances or by-laws adopted under this section and may restrain violations thereof. (e) The city or town may by ordinance or by-law regulate the eviction of tenants, and the rent board, may issue orders which shall be a defense to actions of summary process for possession, and such orders shall be reviewable pursuant to subsections (c) and (d). (f) The personnel of the rent board shall not be subject to section 9A of chapter 30 or chapter 31. (g) Any city or town, which has adopted an ordinance or by-law for the purpose of regulating units, minimum standards for use or occupancy of manufactured housing communities and eviction of tenants therefrom pursuant to the authority conferred upon such city or town by general law or special act prior to the effective date of this section may continue to exercise such authority, and this section shall not be construed to restrict the authority of any such city or town to amend or repeal any ordinance or by-law in accordance with the provisions of such general law or special act.

State: New York
Bill #: 2019 NY AB 8281
Sponsor: Heastie
Date Introduced: June 11, 2019
Type of Legislation: Park

Description of Legislation Specific to Mobile Homes/Manufactured Housing: Adds Part O, Section 1. Legislative findings. The legislature finds and declares that: a. Manufactured homes are a critical source of affordable housing for residents in New York state. b. Factors unique to home ownership in manufactured home parks in New York state require that the owners of such manufactured homes be protected from involuntary forfeiture of their homes due to unreasonable increases in lot rent. c. Homeownership in such manufactured home parks differs from other forms of homeownership as well as from the traditional landlord-tenant relationship. Unlike other homeowners, because the manufactured homeowners do not control the land on which their manufactured homes exist, they have no control over this substantial portion of their housing costs. d. Vacancies in existing manufactured home parks are extremely rare in New York state, and the cost of relocating a manufactured home, even if such a vacancy exists, is prohibitively high and may not be feasible due to the structural integrity of the home. e. The manufactured homeowners' lack of bargaining power disrupts the normal operation of market forces and renders such manufactured homeowners captive to whatever terms a manufactured home park owner may choose to impose. This results in manufactured homeowners being evicted because of manufactured home parks' rents they can no longer afford, and as a result, losing their manufactured home and the equity they have built altogether because there is not an alternative site on which to place such home. f. Under current law, manufactured homeowners who rent in manufactured home parks have no legal remedy for an unjustifiable and unreasonable rent increase. g. The legislature therefore declares that in order to prevent hardship, unjustifiable rent increases, loss of equity, and the dislocation of residents living in manufactured home parks, the provisions of this act are necessary to protect the safety and general welfare of manufactured home owners and tenants. Amends NY Real Property Law 233, subd a, to add definitions of rent-to-own contract and rent-to-own payment. Amends NY Real Property Law 233, subd b, to delete provision that
the manufactured home tenant continues in possession of any portion of the premises after the expiration of his term without the permission of the manufactured home park owner or operator. Adds that manufactured home park owners or operators must give notice of change in use to tenants in the manufactured home park in addition to manufactured home owners. Also provides that 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; existing statute provides for six months. Adds that 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. Sets forth the factors that the court shall use to calculate the stipend, and provides that the weight to be afforded to the various factors is within the discretion of the trial court. Also provides that 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. Amends NY Real Property Law 233, subd e. Leases. Adds that 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. Removes requirement that a manufactured home owner must be in good standing to be offered a lease renewal. Adds that 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. 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. Amends NY Real Property Law 233, subd g to require a manufactured home park owner or operator to disclose all fees, charges, assessments, including rental fees, rules and regulations prior to entering into a rental agreement with a prospective tenant; existing statute provides for disclosure prior to a manufactured home tenant assuming occupancy. Adds that 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 subd e of this section. Amends NY Real Property Law 233, subd m to include rental through a rent-to-own contract in the warranty of habitability. Amends NY Real Property Law 233, subd o to limit manufactured home park owner or operator demand for attorneys’ fees to require that the fees were awarded pursuant to a court order. Amends NY Real Property Law 233, subd r to amend limitation on late charges to provide for three percent of the delinquent payment; existing statute provides for five percent of the delinquent payment. Adds NY Real Property Law 233, subd y to provide that 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; the annual percentage rate of the amount financed, 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. Amends NY Real Property Law 233-a, subd 2, to add that the manufactured park owner shall provide notice to homeowners in the manufactured home park if the manufactured home park owner takes any action to market or offer the park for sale. Makes other changes to clarify that the provision applies to responses to or acceptances of counteroffers. Amends NY Real Property Law 233-a, subd 3, to add that a manufactured home park owner must give notice to the commissioner of housing and community renewal if the owner intends to accept or respond with a counteroffer to a bona fide offer to purchase the park, and the purchaser intends to change the use of the land. Amends the requirements of what the manufactured home park owner’s notification shall
state. Amends the notice provision for a manufactured homeowners’ association right to purchase so that the association may notify the manufactured home park owner within one hundred forty days of receipt of notice; existing statute provides for one hundred twenty days. Adds that during this time period, the park owner shall not accept a final unconditional offer to purchase the park. Adds NY Real Property Law 233-b. Manufactured 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. Adds Section 13. Severability. If any provision of this act, or any application of any provision of this act, is held to be invalid, that shall not affect the validity or effectiveness of any other provision of this act, or of any application of any provision of this act, which can be given effect without that provision or application; and to that end, the provisions and applications of this act are severable. Adds Section 14. This act shall take effect on the thirtieth day after it shall have become a law. Adds Section 2. Severability clause. If any clause, sentence, paragraph, subdivision, section or part of this act shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the legislature that this act would have been enacted even if such invalid provisions had not been included herein. Adds Section 3. This act shall take effect immediately provided, however, that the applicable effective date of Parts A through O of this act shall be as specifically set forth in the last section of such Parts.

State: New York
Bill #: 2019 NY SB 6458
Sponsor: Stewart-Cousins
Date Introduced: June 11, 2019
Type of Legislation: Park

Description of Legislation Specific to Mobile Homes/Manufactured Housing: Adds Part O, Section 1. Legislative findings. The legislature finds and declares that: a. Manufactured homes are a critical source of affordable housing for residents in New York state. b. Factors unique to home ownership in manufactured home parks in New York state require that the owners of such manufactured homes be protected from involuntary forfeiture of their homes due to unreasonable increases in lot rent. c. Homeownership in such manufactured home parks differs from other forms of homeownership as well as from the traditional landlord-tenant relationship. Unlike other homeowners, because the manufactured homeowners do not control the land on which their manufactured homes exist, they have no control over this substantial portion of their housing costs. d. Vacancies in existing manufactured home parks are extremely rare in New York state, and the cost of relocating a manufactured home, even if such a vacancy exists, is prohibitively high and may not be feasible due to the structural integrity of the home. e. The manufactured homeowners' lack of bargaining power disrupts the normal operation of market forces and renders such manufactured homeowners captive to whatever terms a manufactured home park owner may choose to impose. This results in manufactured
homeowners being evicted because of manufactured home parks' rents they can no longer afford, and as a result, losing their manufactured home and the equity they have built altogether because there is not an alternative site on which to place such home. f. Under current law, manufactured homeowners who rent in manufactured home parks have no legal remedy for an unjustifiable and unreasonable rent increase. g. The legislature therefore declares that in order to prevent hardship, unjustifiable rent increases, loss of equity, and the dislocation of residents living in manufactured home parks, the provisions of this act are necessary to protect the safety and general welfare of manufactured home owners and tenants. Amends NY Real Property Law 233, subd a, to add definitions of rent-to-own contract and rent-to-own payment. Amends NY Real Property Law 233, subd b, to delete provision that the manufactured home tenant continues in possession of any portion of the premises after the expiration of his term without the permission of the manufactured home park owner or operator. Adds that manufactured home park owners or operators must give notice of change in use to tenants in the manufactured home park in addition to manufactured home owners. Also provides that 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; existing statute provides for six months. Adds that 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. Sets forth the factors that the court shall use to calculate the stipend, and provides that the weight to be afforded to the various factors is within the discretion of the trial court. Also provides that 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. Amends NY Real Property Law 233, subd e. Leases. Adds that 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. Removes requirement that a manufactured home owner must be in good standing to be offered a lease renewal. Adds that 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. 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. Amends NY Real Property Law 233, subd g to require a manufactured home park owner or operator to disclose all fees, charges, assessments, including rental fees, rules and regulations prior to entering into a rental agreement with a prospective tenant; existing statute provides for disclosure prior to a manufactured home tenant assuming occupancy. Adds that 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 subd e of this section. Amends NY Real Property Law 233, subd m to include rental through a rent-to-own contract in the warranty of habitability. Amends NY Real Property Law 233, subd o to limit manufactured home park owner or operator demand for attorneys’ fees to require that the fees were awarded pursuant to a court order. Amends NY Real Property Law 233, subd r to amend limitation on late charges to provide for three percent of the delinquent payment; existing statute provides for five percent of the delinquent payment. Adds NY Real Property Law 233, subd y to provide that 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; the annual percentage rate of the amount financed, 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. Amends NY Real Property Law 233-a, subd 2, to add that the manufactured park owner shall provide notice to homeowners in the manufactured home park if the manufactured home park owner takes any action to market or offer the park for sale. Makes other changes to clarify that the provision applies to responses to or acceptances of counteroffers. Amends NY Real Property Law 233-a, subd 3, to add that a manufactured home park owner must give notice to the commissioner of housing and community renewal if the owner intends to accept or respond with a counteroffer to a bona fide offer to purchase the park, and the purchaser intends to change the use of the land. Amends the requirements of what the manufactured home park owner’s notification shall state. Amends the notice provision for a manufactured homeowners’ association right to purchase so that the association may notify the manufactured home park owner within one hundred forty days of receipt of notice; existing statute provides for one hundred twenty days. Adds that during this time period, the park owner shall not accept a final unconditional offer to purchase the park. Adds NY Real Property Law 233-b. Manufactured 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. Adds Section 13. Severability. If any provision of this act, or any application of any provision of this act, is held to be invalid, that shall not affect the validity or effectiveness of any other provision of this act, or of any application of any provision of this act, which can be given effect without that provision or application; and to that end, the provisions and applications of this act are severable. Adds Section 14. This act shall take effect on the thirtieth day after it shall have become a law. Adds Section 2. Severability clause. If any clause, sentence, paragraph, subdivision, section or part of this act shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the legislature that this act would have been enacted even if such invalid provisions had not been included herein. Adds Section 3. This act shall take effect immediately provided, however, that the applicable effective date of Parts A through O of this act shall be as specifically set forth in the last section of such Parts.
manufactured home park owner shall hold a meeting with all manufactured home tenants within forty-five days of the notice required by clause (b) of subparagraph (i) of this paragraph. The meeting shall be held at the manufactured home park community center, or if there is no community center or if such community center cannot accommodate such meeting, the meeting shall be held in a handicapped accessible facility that is no more than two miles from the manufactured home park. The date, time and location of this meeting shall be included with the notice to increase rental fees required by clause (b) of subparagraph (i) of this paragraph. This act shall take effect on the ninetieth day after it shall have become a law.

State: Pennsylvania
Bill #: 2019 PA HB 1564
Sponsor: Emrick
Date Introduced: June 4, 2019
Type of Legislation: Taxation
Description of Legislation Specific to Mobile Homes/Manufactured Housing: Amends 53 PA ST 8802 definitions of manufactured home and mobile home. Amends 53 PA ST 8811 and 53 PA ST 8821 to delete house trailers and add manufactured homes for real estate taxation; existing statute already includes mobile homes. Amends 53 PA ST 8821 to add that in arriving at the actual value of a mobile home or manufactured home, the assessor shall consider: (1) the value placed on the mobile home or manufactured home in a national directory or valuation guide prepared by an association that analyzes mobile home or manufactured home sales and other relevant data. (2) any depreciation in value of the unit. (3) the ability of the mobile home or manufactured home to be readily transported from one site to another. (4) the fair market value of the mobile home or manufactured home, using the approaches to value specified in section 8842(b)(1) (relating to valuation of property), provided, however, that such fair market value shall not include the value of the land upon which the mobile home or manufactured home is located. Also amends 53 PA ST 8821 regarding records so that it applies to all manufactured housing community owners, which shall mean every person who leases land to three or more persons for the purpose of allowing the lessees to locate on the land a mobile home or manufactured home which is subject to real property taxation; existing statute defines as two or more persons.