

What is a manufactured home park?

A property is a “manufactured home park,” also called a mobile home park (“MHP”), when two conditions are met:

1. At least 3 mobile homes are located on the property, *and*
2. The mobile homes are lived in all year.

Some residents of MHPs rent both the lot and the mobile home; others, called “manufactured home owners,” own the mobile home and only rent the lot. A resident of a MHP is a manufactured home tenant whether or not the resident owns the mobile home.

Three sections of the Real Property Law (“RPL”) provide the rules for the rental relationship between a MHP and its tenants:

- RPL § 233, Manufactured Home Parks
- RPL § 233-a, Sale of Manufactured Home Parks
- RPL § 233-b, Rent Increases

This brochure summarizes some of the important protections covered in those sections of the RPL.

MHP tenants have more rights than are described in this brochure. If you have additional questions, [contact Legal Aid](#) to be screened for eligibility. We may be able to assist you!

**Get Help.
Apply Online.**



OUR LOCATIONS

Main Office - Utica
120 Bleecker Street
Utica, New York 13501

Syracuse
221 South Warren Street, Suite 310
Syracuse, NY 13202

Binghamton
105 Court Street, 3rd Fl.
Binghamton, NY 13901

Watertown
215 Washington Street, Suite 202
Watertown, NY 13601

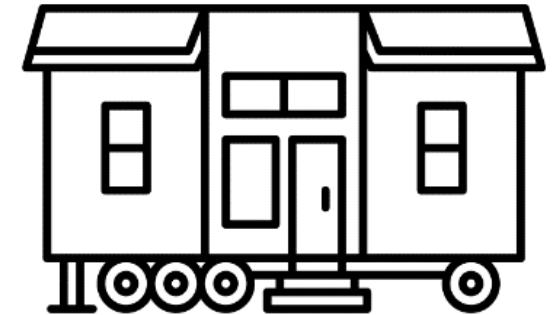
Oswego
335 West First Street, Suite 2
Oswego, NY 13126

Oneonta
189 Main Street, #3
Oneonta, NY 13820-3510

Farmworker Law Project (statewide)
P.O. Box 282
Wappingers Falls, NY 12590



Manufactured Home Parks Know Your Rights



Legal Aid Society of Mid-New York, Inc.

Housing Preservation Line: (315) 793-7083
HelpLine: (877) 777-6152
www.lasmny.org

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Leases & Park Rules

- A mobile home park (“MHP”) must offer at least a one-year lease before MHP tenants move into the park. Leases must include a rider regarding tenant rights.
- MHP also may establish reasonable rules and regulations. MHP must post any rules and regulations in a conspicuous place and provide tenants a copy of them with the lease.
- MHP must give at least a 30-day written notice before any changes to the rules and regulations can take effect.
- Tenants have the right to a 10-day notice to cure any alleged violation(s) of a lease or park rules and regulations.
- MHP may not increase rent, utilities, or fees unless it complies with the law regarding offering annual renewal leases.

Warranty of Habitability

- MHP tenants are entitled to a livable, safe, and sanitary park, including all common areas, and, if rented, the mobile home. Lease provisions waiving this warranty are unenforceable.
- Failure to repair sewer issues, or provide water or other essential utility services, violates this warranty.

Fees

- All fees must be reasonably related to the services delivered, and they must be disclosed to a prospective tenant in writing before the parties enter into a rental agreement.
- MHP can charge a late fee for rent provided the rent is not paid within 10 days of the due date and the late fee does not exceed 3%.
- Unpaid fees cannot be the basis for non-payment evictions.

If your rights as a MHP tenant have been violated, you can file a complaint with the NYS Homes and Community Renewal (“HCR”). You can complain by calling the HCR Manufactured Home Program Hotline at **1-800-432-4210** or by emailing MHP.Unit@nyshcr.org.

Rent Increases

- Regardless of whether tenants have a lease, a MHP may not increase rent more than once per year. Rent increases may not exceed 3% of the current rental amount, except in certain circumstances.
- To increase rent by more than 3%, MHP must have had an increase in operating costs, property taxes, or costs directly related to capital improvements.
- If tenants don’t object to a 3% to 6% rent increase in 90 days by filing in court, the rent increase is enforceable.
- If a tenant files a court action to challenge the increase, the tenant must pay the rent increase until the court decides whether to allow it. MHP must hold the disputed rent in escrow and return it to the tenant should the court not allow the increase.
- Rent increases above 6% are not enforceable unless a court approves a temporary hardship application.

Rent-to-Own Contracts

- Rent-to-own contracts must be in writing and clearly state all terms. Until ownership is transferred, MHP remains responsible for all maintenance.
- MHP must provide an itemization of any payments under the contract, including the initial lot rent, the rental amount for the home, and the amount of the rent-to-own payments. An itemized accounting must be provided at least once a year.
- If the MHP is sold, a new owner is bound by the contract.
- If the tenancy is terminated before ownership transfers, all rent-to-own payments—the amount that exceeds the base rent for the lot/home—must be refunded to the tenant.
- If MHP violates the contract, it may be liable for treble damages, attorney fees, and costs; the tenant will have an unconditional right to cancel the agreement and receive a refund or all rent-to-own payments.

Grounds for Eviction

If you are renting from someone other than the MHP owner or operator, please see our brochures on *Non-Payment Evictions* and *Holdover Evictions*. If you rent a mobile home and/or lot from the MHP owner or operator, the following rules apply before the MHP can take you to court for eviction:

1. Non-Payment. You must get a written notice to pay the rent that is owed within 30 days or vacate.
2. Violation of lease term or park rule. You must get a written notice to cure the violation within 10 days. If the violation is not cured, or there have been persistent violations, the MHP may serve a written notice to vacate in 30 days.

Other Grounds for eviction include:

1. The tenant is using the premises for an illegal purpose.
2. The tenant is in violation of some law deemed detrimental to the safety and welfare of the other people residing in the park.
3. Change in the use of the land.

To legally evict a tenant, the MHP must have a ground to evict, give the proper notice, and file a summary proceeding in the court where the mobile home is located. Contact Legal Aid right away if you receive a notice to vacate or a notice to appear in court!

Warrants of Eviction

If the judge rules for the MHP, the judge will sign a warrant of eviction. If the tenant is behind on rent, the judge may also sign a monetary judgment. After the judge signs the warrant, a sheriff’s deputy, city marshal, or constable will serve the warrant. Hand delivery is not required. How much notice a tenant gets before execution varies.

- A 30-day notice should be given before a warrant is executed when the eviction is based on nonpayment or when there is an imminent threat to the health, safety, or welfare of the other tenants in the park.
- A 90-day notice should be given before a warrant is executed if a court grants an eviction for other reasons.

NOTE: If you are given less notice than is described above, please contact Legal Aid right away!