Claeys v Houle
2007 NY Slip Op 32577(U)
May 3, 2007
Supreme Court, Ontario County
Docket Number: 0000318/2007
Judge: Stephen D. Aronson
Republished from New York State Unified Court System's E-Courts Service. Search E-Courts (http://www.nycourts.gov/ecourts) for any additional information on this case.
This opinion is uncorrected and not selected for official publication.

[* 1]

STATE OF ... CITY ... 2007 MAY -3 PM 12:39

NEW YORK STATE
COUNTY OF ONTARIO
CITY OF CANANDAIGUA **CANANDAIGUA CITY COURT**

ROBERT E. CLAEYS

Claimant,

vs. **DECISION**

GLEN HOULE

Defendant.

WILLA WEEMS

Claimant,

vs. **DECISION**

GLEN HOULE

Defendant.

Presiding: Hon. Stephen D. Aronson

Appearances: Claimants: Pro se

Defendant: Pro se

In these small claims cases, the claimants each seek $5000.00 from the defendant. The claims were heard together upon consent of the parties because the cases involved common issues.

The credible evidence showed that claimants own mobile homes at defendant's property ("mobile home park") at 3880 Railroad Ave. in the Town of Williamson. The defendant provided claimants with a notice dated October 23, 2006 - - the notice gave the claimants until December 1, 2006 to remove their mobile homes. Claimants contend that the defendant's license to operate a mobile home park was not renewed due to maintenance code violations that were not addressed (per letters in evidence from Town Building Inspector). They claim to have had to supply their own services for water, garbage collection and maintenance. Claimants contend that they are unable to move their mobile homes - - they can't find a place that accepts singlewides and doublewides, and, they can't find a person to move the homes - - and, that as a result, the defendant should be responsible for paying claimants the value of their mobile homes. Also, the claimant, Claeys, seeks unspecified damages for damage to his mobile home; and, the claimant, Weems, seeks unspecified damages for the loss of a ladder, lawnmower and water hose along with a security deposit of $750.00.

The defendant contends that the claimants' actions are motivated by spite because the defendant obtained judgments from another court against claimants for unpaid rent. The defendant contends that the provisions of the Real Property Law do not apply here because there were only 2 mobile homes on the property. The defendant contends that claimant Weems has not paid rent although she continues to live in her mobile home on the property, and, he contends that claimant Claeys does not pay rent. The defendant contends that the tenants should be able to move their mobile homes from the property, because he has been able to frequently obtain people to move homes from place to place. He alleges that he did not cause the damages/theft of

property claimed by the claimants.

In every small claims case, the court is bound to perform substantial justice in accordance with principles of substantive law. The applicable substantive law principles are found in Real Property Law ("R.P.L.") § 233 - - the so-called mobile home bill of rights. Generally, R.P.L. § 233 describes the duties and responsibilities of park owners and park tenants. R.P.L. § 233(u) authorizes a tenant to sue the owner for damages actually incurred if the owner breaches any of the § 233 requirements. A close scrutiny of this law shows:

(a) some restriction on the park owner's right to evict a tenant, see, R.P.L. § 233(b) and R.P.L. § 233(d);

(b) provisions governing leases, rules and regulations R.P.L. § 233(e) and R.P.L. § 233(f);

(c) restrictions on fees and security deposits, R.P.L. § 233(g);

(d) provisions addressing skirting, equipment, appliance installation, services and purchasing rights, R.P.L. § 233(h)

(e) prohibition against owner's right to sell, R.P.L.§ 233(i);

(f) provision dealing with owner's right to enter at reasonable times, R.P.L. §

233(j);

(g) notice of disruption of services, R.P.L. § 233(k);

(h) emergency response designations; R.P.L. § 233(l);

(i) warranty of habitability, maintenance and desruption of services, R.P.L. § 233(m);

(j) retaliatory eviction restrictions, R.P.L. § 233(n);

(k) attorney fee provisions, R.P.L. § 233(o);

(l) willful/intentional failure to provide utilities without just cause, R.P.L. § 233(p);

(m) rent receipts, R.P.L. § 233(q) ;

(n) late charge restrictions, R.P.L. § 233(r);

(o) prohibition against occupancy restrictions, R.P.L. § 233(s); and,

(p) assignment and sublease restrictions, R.P.L. § 233(t).

Contrary to claimants contention, there is no provision which requires the park owner to be responsible to the park tenant for damages occasioned by the owner's notice to quit or closing of the park. The claimants have not yet lost their homes, and, they provided no real evidence of the value of their homes. Therefore, the claimants' request for damages relating to the loss of their mobile home is denied, without prejudice to their filing a claim upon proper evidence. At most, the park owner here might have liability for:

(1) disruption of services under R.P.L. § 233(r) and willful/intentional failure to provide utilities without just cause under R.P.L. § 233(p); however, there were no receipts produced by the tenants to show their damages; and,

(2) retaliatory eviction restrictions under R.P.L. § 233(n); however, there was no evidence that eviction proceedings had been commenced against the park tenants, only a small claims action for back rent.

Insofar as the other damages claimed by Claeys, there was insufficient evidence to prove that the defendant caused the damages. Insofar as the other damages claimed by Weems, there was insufficient evidence to prove that the defendant stole her personal property. The issue of the return of her security deposit cannot be addressed until she leaves the property. The return of all or a portion of a security deposit depends on the condition of the property after a tenant vacates the property.

[* 6]

Judgment for the defendant, dismissing both claims, without prejudice.

Stephen D. Aronson
Canandaigua City Court Judge

Dated: May 3, 2007
Canandaigua, New York

"An appeal from this judgment must be taken no later than the earliest of the following dates: (I) thirty days after receipt in court of a copy of the judgment by the appealing party, (ii) thirty days after personal delivery of a copy of the judgment by another party to the action to the appealing party (or by the appealing party to another party), or (iii) thirty-five days after the mailing of a copy of the judgment to the appealing party by the clerk of the court or by another party to the action."