

A message from...

Assemblyman Brian Curran



Dear Friend,

New York State laws governing housing are complex, and tenants are often unaware of their rights.

The 2019 Housing Stability and Tenant Protection Act enacted some of the most historic tenant protections in New York State history. There are also certain housing accommodations in parts of the state covered by special laws governing rent and services. These laws provide additional rights to tenants.

This brochure can answer some of the questions you might have about your rights as a tenant. Please contact my office if I can assist you further with this or any other matter.

Sincerely,

A handwritten signature in black ink that reads "Brian Curran".

Brian Curran
Member of Assembly

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Tenants' Rights



Information on...

- Leases
- Security deposits
- Evictions
- Subleases
- Responsibilities of landlords and tenants in **Nassau, Rockland, Ulster & Westchester counties**

Discrimination: It is unlawful to deny a person housing based on their race, creed, color, national origin, gender identity or expression, disability, sexual orientation, military status, marital status, family status, lawful source of income or status as a victim of domestic violence.

Leases

A lease is an oral or written contract between a tenant and a landlord containing the terms and conditions of the rental agreement.

After it is signed, a written lease may not be changed without consent of both parties. Any changes in your lease should be in writing and signed by your landlord.

An oral lease can be enforced for up to one year.

There is often no lease in a month-to-month tenancy, which may be ended by the landlord or the tenant. However, notice must be given at least one month before your next rent payment is due.

Public housing authority leases have their own regulations and specific lease conditions.

For your protection, read and understand your lease before signing it. At a minimum, your lease should always include:

- the identities of the parties to the agreement;
- the term of the lease;
- a clear description of the rental space, including appliances and other furnishings;
- who is liable for utility expenses;
- the amount of rent;
- the date rent is due;
- penalties for late rent payments, if any;
- the landlord's responsibilities;
- the tenant's responsibilities; and
- provisions regarding painting.

Before you sign a lease

Landlords cannot collect application fees and cannot charge more than a total of \$20 for background or credit check fees. The landlord must provide the potential tenant with a copy of the background check or credit check and a receipt or invoice from the entity conducting the check prior to collecting the \$20. If a potential tenant provides a copy of a background check or credit check conducted within the past 30 days, this fee may be waived.

Examine the windows, wiring, insulation, plumbing, walls, floors, stairways, stove, refrigerator, toilet, sinks and heating system. These items should be in good working condition. If they aren't, address or resolve the matter before signing the lease.

If you discover issues after you have moved in, write to your landlord requesting repairs within a reasonable amount of time. Remember, read the lease carefully and know your legal responsibilities under the lease.

Early lease termination

If you wish to terminate your lease before the end of its time, your landlord is required to attempt to mitigate damages by making a reasonable, good faith attempt to re-rent the unit. You may also, in some instances, sublet or assign the apartment.

Senior citizens moving into health care facilities, as well as victims of domestic violence who reasonably fear that they cannot safely remain in their households, are covered by special protections for early lease termination.

You may be an ETPA tenant

If there are six or more apartments in your building, and the building is in a locality in **Nassau, Rockland, Ulster or Westchester counties** that has adopted the provisions of the Emergency Tenant Protection Act of 1974 (ETPA), your apartment may be covered by special rules and regulations. Rent increases are restricted by special guidelines.

The program is administered by the New York State Division of Housing and Community Renewal. Each county has a rent guidelines board, which issues guidelines stating the maximum allowable increase in rent for one- or two-year leases or renewals. This provision prohibits any other increase except in certain circumstances such as when an owner makes a major capital improvement.

If you are a new tenant renting a vacant apartment or an existing tenant renewing your lease, you have the choice of taking a one- or two-year lease.

Landlords must continue all required services that were provided at the time the apartment became regulated.

Tenants' Rights & Protections in New York State

Senior citizens and tenants with disabilities

If you are a senior, aged 62 or over, you may be eligible for the Senior Citizen Rent Increase Exemption (SCRIE) program. Individuals with disabilities who receive certain forms of state or federal disability-related financial assistance may be eligible for the Disability Rent Increase Exemption (DRIE) program. Remember, there are very specific eligibility requirements for these programs.

Senior citizens and tenants with disabilities are also protected from being threatened with eviction due to conversion to cooperative or condominium ownership.

Heat

In a building with three or more units, between Oct. 1 and May 31, landlords are required by state law to provide heating equipment that can maintain room temperatures of 68° F between 6 a.m. and 10 p.m. when the temperature outside is below 55° F.

County laws may go beyond what's required by state law.

Housing code violations

Any problems endangering your health and safety should be reported to the landlord immediately. If the landlord is not available or won't correct the problem, tenants should call their local health or building department.

Subleases

If you live in a building with three or fewer apartments, you do not have the right to sublet. You may ask the landlord for permission to sublease your apartment, but the landlord does not have to agree.

In buildings with four or more apartments, you are allowed to sublease your apartment with the advance written consent of the landlord. As the original tenant of a subleased apartment, you remain liable for damages and/or defaults in rent. The steps to sublease are:

1. Inform your landlord of your intent to sublease by certified or registered mail, including information required by law about the sublessee.

2. Your landlord has 10 days to request more information.
3. Within 30 days after this request and additional information is mailed, or if more information was not requested within 30 days of the initial notification, your landlord must approve or deny the request.
4. If your landlord fails to notify you, this can be considered an approval.
5. Upon approval, you may sublease the apartment.

Security deposits

A security deposit is a sum of money held by the landlord to cover violations of the lease — e.g., damages — caused by a tenant or nonpayment of rent. The law limits a security deposit to an amount equal to one month's rent and requires any deposit to be refundable. Tenants also have the right to ask for a walk-through inspection with the landlord before occupancy and again at the end of the tenancy. As a tenant, you should request a receipt for your security deposit. In buildings with six or more housing units, the landlord must:

- deposit your money in an interest-bearing account;
- give you the name and address of the bank in writing; and
- hold the interest in trust or pay it to you annually. The landlord may retain 1% of the interest generated on the security deposit for administrative expenses.

In buildings with fewer than six housing units, the landlord is not required to deposit the money in an interest-bearing account. If the landlord decides to deposit the money in a bank, you're entitled to proper notification and interest, if any, less 1% for administrative expenses.

When you move, you should receive a refund of the security deposit. You're responsible for any damages beyond normal wear and tear, and your landlord may withhold all or part of the security deposit to cover damage or unpaid rent. Landlords are required to provide an itemized account of why any security deposit was retained within 14 days of the tenant vacating the premises. The landlord can be found liable for punitive damages up to twice the amount of the deposit if they willfully failed to follow the new provisions relating to security deposits.

Evictions

Eviction is the legal removal of a person from someone else's property. The steps in an eviction are:

1. Tenant defaults in rent payments and/or breaks the terms of the lease or the lease expires. Tenants have 14 days to pay their rent before an action can be brought.
2. Landlord files a complaint and serves a petition to the tenant. Tenants must be given at least 10 days' notice for a court hearing.
3. Tenant appears in court to contest the eviction and to raise any counterclaims against the landlord. If there is a dispute, either party may request an adjournment of at least 14 days. In certain circumstances, the law also allows judges to stay an eviction proceeding if it would cause undue hardship in a tenant's life. Tenants who don't contest the eviction in court lose the case by default.
4. If the landlord wins, the court issues a warrant, ordering the tenant's eviction, to be served by the marshal or sheriff on a business day between the hours of sunrise and sunset. The court may also issue a monetary judgment against the tenant. If the landlord can't prove his or her case, the action is dismissed. If the tenant wins a counterclaim, the court issues a judgment against the landlord.
5. If the case involves the nonpayment of rent, the tenant can usually end the action by paying rent before the warrant is issued.
6. The warrant is served, giving the tenant 14 days to collect their belongings and find a new home.
7. After 14 days, the marshal or sheriff removes the tenant's belongings from the premises and locks the tenant out.

Retaliatory eviction protections

Every lease is a guarantee by the landlord that the premises are fit for human habitation and tenants will not be in danger — called a warranty of habitability. Breach of this guarantee can be grounds for a tenant to sue the landlord or, if the landlord has started a court action, have the landlord's action dismissed.

However, tenants are often reluctant to report violations of housing codes or seek enforcement of their legal rights for fear they may be evicted in retaliation. By law, a residential tenant — except tenants of owner-occupied dwellings with less than four units — can claim retaliation as a defense to an eviction action if the tenant has filed a good faith complaint of an unsafe, unhealthy or uninhabitable dwelling or the tenant has taken action in good faith to secure his or her rights as a tenant. Landlords have the burden of proving the eviction is not in retaliation for up to a year after the tenant's good faith complaint or action, and tenants may receive a one-year lease renewal if they prevail. The laws also protect tenants against landlord retaliation for participating in tenant organizations.

Responsibilities*

Landlord

Under state law, landlords are prohibited from allowing any condition that may endanger a tenant's life, health or safety.

- The dwelling must be clean before the tenant moves in.
- Public halls and stairways must be lighted adequately.
- During the winter season, heat must be kept on at all times, except during repairs, alterations and temporary emergencies.
- Radiators, plumbing, wiring, hot water heaters and furnaces must be maintained.
- Apartment and surrounding areas must be kept free from insects, rodents and trash.

Tenant

- Pay the rent on time.
- Apartment and yard must be kept clean.
- The landlord must be kept informed of any problems with facilities.
- Any damages to the premises, besides normal wear and tear, must be repaired.

*Unless otherwise stated in the lease