TO THE READER

The publishers of this manual are not responsible for any errors that appear in this guide. Every effort has been made to verify the accuracy of the information contained in this publication. The sole purpose of this book is to outline the rights and responsibilities of tenants and landlords under existing New York City and New York State laws. This guide, however, does not purport to offer legal advice of any kind; legal advice pertaining to any of the issues discussed in this book can, and should, be obtained from an attorney who is duly licensed to practice law.

We hope that you find this guide useful. Further questions in regards to specific housing problems you may be encountering can be directed to your local housing advocacy organization.

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CHAPTER 1

THE BASIC RIGHTS OF ALL TENANTS

DEFINITIONS

WARRANTY OF HABITABILITY - In 1975, the New York State Legislature passed the Warranty of Habitability Law. Under this law, your landlord warrants, or guarantees that, in return for your rent, your apartment is habitable and safe. All tenants have the right to live in a building that is clean, safe, and well maintained, without having to pay additional rent or other charges. Any lease provision that is inconsistent with this right is illegal. Your landlord’s failure to provide heat and hot water on a regular basis or to make certain repairs are violations of the Warranty of Habitability.

HOUSING MAINTENANCE CODE (HMC) - This is the law that establishes minimum legal standards for health and safety, fire protection, light and ventilation, cleanliness, repair and maintenance, and occupancy for all residential buildings in New York City.

MULTIPLE DWELLING LAW (MDL) - The New York State Multiple Dwelling Law mandates that the owners of buildings with 3 or more apartments provide certain additional services, and meet certain other minimum legal standards that are not required by the Housing Maintenance Code.

MULTIPLE DWELLING - Any residential building containing 3 or more apartments; Class A Multiple Dwelling: includes tenements, flat houses, apartment houses, apartment hotels, studio apartments, duplex apartments, garden-type maisonette dwelling projects, etc. Class B Multiple Dwelling: transient housing, i.e., rooming houses, hotels, and furnished room houses, etc. Old Law Tenement: a tenement (apartment house) existing before April 12, 1901 and recorded as such before April 18, 1929.
NYC DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT (HPD) - This is the City agency chiefly responsible for the administration and enforcement of the Housing Maintenance Code.

RESPONSIBILITIES OF TENANTS

While the primary responsibility for operations and maintaining an apartment building lies with the landlord, the Housing Maintenance code recognizes that tenants have a responsibility as well, to the extent that tenants are able to prevent any code violation which occurs as a result of: a willful act, gross negligence, neglect, or abuse by the tenant, a member of the tenant’s family or household, or a guest; becomes the tenant's responsibility, and the tenant can be held liable for the costs of correcting such code violations. In addition, tenants must also comply with other New York City and State housing rules and regulations. Violating these rules could result in a lawsuit against the tenant, which may result in eviction.

BASIC SERVICES ALL LANDLORDS MUST SUPPLY

Your landlord must keep the entire building, inside and out, in good repair and provide all essential services per the NYS Multiple Dwelling Law and NYC Housing Maintenance Code. This includes maintaining walls, ceilings, floors, windows, and doors in all apartments and public areas, as well as all electrical, plumbing, heating, sewage, and drainage systems.

APARTMENT DOORS - All apartment entrance doors are to be installed with a heavy-duty dead bolt lock. Tenants may install additional locks at their own expense as long as they are no larger than 3 inches in circumference. No lock may be installed by the tenant or landlord, which is opened from the inside with a key. These double cylinder locks are a fire code violation and a housing code violation. Each apartment door must also be equipped with a chain guard so as to permit partial opening of the door. Tenants must supply their landlord with duplicate keys of additional locks they install upon request. Any lease provision forbidding the installation of additional locks is not enforceable.
The entrance door of each apartment must also be provided with a peephole to enable tenants to view any person immediately outside without opening their door. In every Old Law Tenement, which is four stories or more in height, every apartment door leading to a public hall or stair (unless protected by an approved sprinkler system) must have a fire resistance rating of at least one hour.

**BOILER ROOM ACCESS** - The room where the boiler is located in all multiple dwellings must be accessible 24 hours a day. If the room is kept locked, then the key to the boiler room must be kept with someone who lives in the building. If a superintendent lives in the building, then the key must be kept with the super. A notice indicating who has the key must be posted in the hallway or lobby.

**BUILDING ENTRANCE DOORS AND INTERCOMS** - Doors providing building access and roof doors must be fitted with locks that can be opened from the inside without a key. It is illegal to padlock any of these doors. Multiple dwellings that were built or converted to multiple dwelling use after January 1, 1968, must have automatically self-closing, self-locking doors at all building entrances, and, at the request of a majority of the tenants in a multiple dwelling, a two-way intercom system that operates from each apartment to the front entrance of the building must be installed to allow tenants to "buzz" open the front door for visitors.

**CARBON MONOXIDE DETECTORS** – Carbon monoxide detectors must be installed in every tenant’s apartment in buildings with one or more apartments, including single-family homes. The carbon monoxide detector must be installed within 15 feet of each bedroom. A notice approved by the NYC Housing Preservation and Development (HPD) must be posted in the building’s common areas describing the owner’s duty to install carbon monoxide detectors. In a one or two-family home the notice must be given directly to the tenant. Tenants must reimburse the owner $50 for each newly installed carbon monoxide detector as well as for each replacement if the tenant doesn’t maintain the detector or damages it. This reimbursement must be made within one year after the installation. The tenant is responsible to maintain the detector. If the detector becomes inoperable because of a manufacturing defect within a year after
the installation, the owner must replace the detector within 30 days after the tenant gives written notice.

**CLEANING** - Landlords of all buildings with 2 or more apartments are responsible for maintaining all public areas of buildings in a clean and sanitary condition, including lobbies, halls, stairways, laundry rooms, public storage areas, areas containing the furnace, fuse boxes, and gas and electric meters, roofs, yards, courtyards, and other open spaces. Tenants are responsible for cleaning their individual apartments. Tenants of one-family homes are responsible for cleaning all interior and exterior areas of the building.

**DRAINAGE OF ROOFS AND COURTYARDS** - All roofs, terraces, airshafts, courtyards, and other open areas are to be graded and maintained to provide for water drainage through an approved connection to a storm water main or sewer. Drainage is to be maintained so as to prevent water from dripping on the ground or to leak through walls and ceilings.

**ELEVATOR MIRRORS** - There must be a mirror in each self-service elevator so that people can see, prior to entering the elevator, if anyone is already inside.

**EXTERMINATION SERVICES** - Tenants are entitled to continuous, regular, and adequate extermination services to keep the building free of rodents (mice, rats, etc.), insects (ants, bedbugs, bees, beetles, cockroaches, etc.), and other vermin.

**FIRE ESCAPES** – Most residential buildings in New York City are equipped with a fire escape on the outside of the building which is accessed through a window. The fire escapes are considered a “secondary” or alternative means of exiting the building if the primary means (stairways) cannot be used because they are obstructed by flame, heat, or smoke. The window that leads to the fire escape must be free of all obstructions. Tenants cannot install air conditioners, window guards, or window gates with key locks in the window that leads to the fire escape. Only window gates approved by the NYC Fire Department can be installed. For more information, contact the NYC Fire Department at (718) 999-2000.
FIRE SAFETY NOTICES - Landlords of buildings with three or more apartments must distribute a fire safety plan (procedures to follow if there's a fire) to current occupants and to new occupants when they sign the lease or if no lease, when they move into the apartment. Fire safety notice must be posted on the inside of all apartment entrance doors and in the building common areas.

GARBAGE CANS - The landlord must maintain an adequate number of non-leaking covered garbage cans capable of holding a 72-hour accumulation of trash for the entire building.

Recycling – The landlord must provide a reasonable accessible storage area for the pre-collection, separations and storage of materials that are required to be separated from regular trash. Residential building owners with three or more units must notify building residents of residential recycling requirements by posting signs in the areas where trash and or recyclable materials are collected.

HEAT - From October 1st through May 31st, the following minimum levels of heat must be provided: From 6:00 AM to 10:00 PM, when the temperature falls below 55 degrees Fahrenheit, an apartment must be heated throughout to a minimum temperature of 68 degrees. From 10:00 PM to 6:00 AM an apartment should be heated throughout to a minimum temperature of 62 degrees with no outside temperature requirement.

HOT WATER - Tenants are entitled to hot water at all plumbing fixtures at a constant minimum temperature of 120 degrees Fahrenheit 24 hours a day, 365 days a year. Generally speaking, this applies to all tenants living in multiple dwellings three or more stories in height, and to tenants living in garden type maisonette dwellings. Tenants living in 1- or 2-family homes must minimally be provided with hot water between 6:00 AM and midnight.

LIGHT FIXTURES AND ELECTRICAL OUTLETS - Every apartment is to be equipped with an adequate number of working light fixtures and electrical outlets. Light fixtures are to be installed in all bathrooms and kitchens, living rooms and bedrooms, and dining rooms may have additional electrical
outlets instead of light fixtures.

LIGHTS IN THE PUBLIC AREAS - Adequate lighting facilities must be provided in all public halls or stairs. Adequate light of not less than 60 watts incandescent or equivalent illumination must be provided in the vestibule, entrance hall, fire stair and fire tower on every floor, public hall, cellar passageway, and over mailboxes in public halls. All required lights must be kept burning 24 hours a day where there is no window or where there is a window which does not provide adequate natural light. Owners of multiple dwellings must maintain 1 or more lights at their buildings' front entrances. These lights must be kept on from sunset to sunrise each day. If the building has a frontage of up to and including 22 feet, the entrance lights together must provide at least 100 watts of incandescent lighting or its equivalent. If the building has a frontage of more than 22 feet, the entrance lights must provide a total of 200 watts of incandescent lighting or its equivalent. If the entrance doors have a combined width of more than 5 feet, the owner must install at least 2 lights one on either side of the entrance. These lights must provide a total illumination of at least 300 watts of incandescent lighting or its equivalent. In yards and courts, the owner must maintain one or more lights in every yard or court on a building lot. That includes any open space on the same lot as the building, located at the rear or to the side(s) of the building, or in the interior of the building. These lights must provide a total of at least 100 watts of incandescent lighting or its equivalent and be kept on from sunset to sunrise each day.

LOBBY ATTENDANT SERVICE - Tenants of buildings with 8 or more apartments that have a lobby attendant employed by the landlord are entitled to employ their own lobby attendant, at their cost, who will work during those hours when the landlord's attendant is not on duty. This allows tenants to ensure their safety and security during the off-duty hours of the landlord's attendant.

MAIL - United States postal regulations require landlords of buildings containing 3 or more units to provide secure mailboxes for each apartment unless management has arranged to distribute the mail for each apartment. Landlords must keep the mailboxes and their locks in good repair.
**PAINTING** - Apartment walls and ceilings are to be painted or covered with wallpaper by the landlord. In one- and two-family homes, the apartment should be repainted whenever necessary. In multiple dwellings, apartments must be repainted once every 3 years. All exterior window frames are to be painted at least once every 5 years.

*SPECIAL NOTE REGARDING LEAD PAINT*

On August 2, 2004, a new city law, Local 1 of 2004, replaces the City’s existing lead paint law. Local Law 1 is the New York City Childhood Lead Poisoning Prevention Act of 2003. This law is made to prevent lead paint hazards in housing and day care facilities for children under the age of 7, from lead paint poisoning. Even though New York City banned lead paint for residential use in 1960, older buildings may still have lead paint on wall, windows, doors, and other surfaces.

Landlords of buildings with three or more apartments built before 1960, and between 1960 and 1978 must protect against the possibility that children 7 years old or younger will eat peeling paint chips containing dangerous lead paint. Each year between January 1st and January 16th, all occupants must receive notices and pamphlets from the NYC Housing Preservation and Development (HPD) and the Department of Health and Mental Hygiene (DOHMH). These notices and pamphlets must also be included in all leases offered to tenants in both English and Spanish. A new occupant must receive these notices and pamphlets at the time of signing a lease or when the owner agrees to rent the apartment to the occupant.

By law, landlords are required to make annual inspections in apartments and common areas of the building to check for peeling paint, deteriorated subsurface, friction and impact surfaces. If a landlord knows about a condition that may cause a lead hazard, or an occupant(s) has complained about such a condition, more frequent inspections must be conducted.

Landlords must use safe work practices and trained workers for any work that disturbs lead paint. Only workers who completed a
training course in lead safe work practices developed by the U.S. Department of Housing and Urban Development (HUD) may be used.

**SATELLITE DISHES AND TELEVISION ANTENNAS** – The Federal Communications Commission (FCC) allows a tenant to install, maintain, and use a satellite dish one meter or less in diameter or television antenna of any size under the tenant’s exclusive control. This includes patios, balconies, yards or gardens under the tenant’s exclusive use. However, tenants may not install the dishes or antennas on exterior walls and roofs, or in any common areas of the building without the landlord’s permission. The landlord does have the right to request a refundable damage deposit.

**SMOKE + CARBON MONOXIDE ALARMS** - Landlords of multiple dwellings must install one or more smoke detectors in each apartment, within 15 feet of any room used for sleeping. Tenants may be asked to reimburse the landlord up to $25.00, on a one-time basis, for the cost of purchasing and installing each battery operated alarm. During the first year of use, the landlord must repair or replace any broken smoke detector if its malfunction is not the tenant’s fault. Tenants should test their detectors frequently to make sure they are working properly. Tenants are also responsible for replacing worn out batteries in their smoke detectors.

**SNOW REMOVAL** - The NYC Sanitation Code requires landlords to remove all snow and ice from sidewalks within 4 hours after a snowfall has ended. However, if the snowfall stops anytime after 9:00PM, the landlord must remove the snow by 11:00 AM the next morning.

If the snow and ice on a sidewalk are frozen so hard that it cannot be removed, the landlord must place ashes, sand, sawdust, or other suitable material on the sidewalk within four hours of the end of the snowfall.

**STREET NUMBERS** - All building owners are required to post and maintain street numbers on their buildings. The numbers must be plainly visible from the sidewalk in front of the building.
SUPERINTENDENT/JANITOR - The Housing Maintenance Code requires landlords of all multiple dwellings to provide adequate janitorial services to their buildings. There must be a legible sign posted and conspicuously displayed on the wall of the entrance (preferably near the mailboxes) indicating the name, address, (including apartment number) and telephone number of the superintendent or janitor. Regardless of residence, the janitor/super must have a telephone number where he/she may reasonably be expected to be reached. Please Note: A resident superintendent or a 24-hour a day janitor service is not required in a multiple dwelling with fewer than nine apartments. If the owner acts as the superintendent, the owner must list his/her own name, address, apartment number, and telephone number on the sign.

The Code specifies that janitorial services include:

- Basic cleaning and building maintenance;
- Making minor repairs;
- Furnishing heat and hot water when they are supplied from a central source;
- Removal of garbage and waste;
- Removal of snow, ice, dirt, and other matter from sidewalks and gutters surrounding the building.

FOR BUILDINGS WITH 9 OR MORE APARTMENTS - Unless the super lives in the building or the landlord performs the janitorial services, the superintendent must live within 1 block, or 200 feet of the building. If the tenants live in a complex with 2 or more buildings, the super may provide services for up to 65 apartments. If there are more than 65 apartments, the landlord must provide a second superintendent. All buildings with 9 or more apartments must be provided with janitorial services 24 hours a day.

"NO SMOKING" SIGNS - The NYC "No Smoking" Law applies to any indoor area that is open to the public. Landlords
must post "No Smoking" signs in all entrances and lobbies, hallways, stairways, public storage areas, laundry rooms, meeting rooms, and elevators. All signs must meet NYC Department of Health specifications.

"No Smoking" signs must also be posted in buildings if child-care or health-care facilities are located on the premises.

**WINDOW GUARDS** - The NYC Health Code requires landlords of multiple dwellings to install window guards in the apartments of tenants with children aged 10 years or younger. Tenants with no children may also request and receive window guards if they want them for any reason. Window guards are to be installed on all windows, including those in public areas of the building. Windows leading to fire escapes should not have window guards installed. For buildings that do not have fire escapes on the first or ground floors, one window must be left unguarded to allow a secondary means of leaving the apartment in case of fire or other emergency. Owners of rent regulated apartments may collect a temporary surcharge from the tenant. The maximum amount of this temporary surcharge may not exceed $10 per window guard. The tenant may choose to pay at one time, or in a one, two, or three year period. This charge does not become a part of the base rent for the apartment. Window guards must meet NYC Department of Health (DOH) specifications, and they are to be maintained by the landlord. The DOH also requires landlords to notify tenants of their rights to have window guards installed. This notification is to be sent in a form approved by the DOH, written in both Spanish and English, which the tenants fill out and return to the landlord. Notification must be sent, in writing, between January 1st and January 16th of each year. Failure to comply with this procedure by either the landlord or the tenant constitutes a violation of City Law. Landlords are also required to attach a special DOH approved lease rider concerning window guards to all leases and lease renewals. A landlord cannot refuse any request made by a tenant, or any other legal occupant of an apartment, to have window guards installed. The tenant does not need to provide the landlord with a reason for this request. This is intended to protect visiting children and older, disabled children. Failure to install or maintain window guards constitutes a public nuisance and a condition dangerous to life and health. When DOH is
informed of a landlord's failure to install or maintain window guards, he/she is notified to correct the violation within 5 days. If the landlord has not complied within that time, the City can have window guards installed, bill the landlord for the cost, and hold him in violation of the Health Code, which could result in fines and other penalties.

**BASIC TENANTS’ RIGHTS**

**LEASES** - A lease is a contract made between the landlord and a tenant that spells out the agreed upon terms and conditions for renting an apartment.

A lease cannot be changed during the time it is in effect unless both the landlord and the tenant consent to do so. However, changes or modifications to leases of rent regulated tenants may not prejudice legally established rights. (Rent regulated refers to both rent controlled and rent stabilized tenants.) Any changes in a lease that contradict New York City or State laws are null and void. Rent regulated tenants cannot sign their rights away regardless of mutually agreed upon changes in the lease. Rent controlled tenants do not need written leases.

Not all tenants are entitled to a lease. Landlords of unregulated apartments are not obligated to give leases or lease renewals. A lease agreement should be written because oral lease agreements do not protect the rights of either the tenant or the landlord. Leases should be written in a clear and coherent manner, and use words that have common, everyday meanings.

**Lease Assignment** - This is the transfer of a tenant's entire interest in an apartment to another tenant. A lease—or rental agreement—may not be assigned to another tenant without the landlord's written consent. If the landlord reasonably refuses consent, the tenant cannot assign the lease and is entitled to break the lease. However, if consent is unreasonably withheld, then the tenant can break his/her lease obligations to the landlord after giving 30 days notice.

**Delivery Of Possession** - Unless otherwise stated in the lease, the landlord must deliver possession of an apartment to a tenant on the date that the lease takes effect. Failure to do so
entitles the tenant to cancel the lease agreement and obtain a full refund of any rent and security deposit already paid.

**Security Deposit** - Practically all rental agreements require the tenant to pay a security deposit to the landlord. Most deposits equal one month's rent. Landlords are obligated to treat security deposits as trust funds belonging to their tenants. Each deposit should be placed in an individual bank account. Tenants are to be notified of the name and address of the bank where the deposit is kept. A security deposit cannot be mixed with any of the landlord's business or personal bank accounts. The landlord can only use the deposit as a reimbursement for the reasonable cost of making repairs that are required due to tenant negligence or damage, or as reimbursement for unpaid rent after the tenant vacates the apartment. When a building is sold, the old landlord must turnover all security deposits to the new owner within 5 days, or return the deposits to the tenants. The current landlord is legally responsible for tenants' security deposits and the accrued interest on them. A landlord cannot require a security deposit from a tenant if the original lease did not require one. Likewise, subsequent renewal leases cannot include a provision requiring a tenant to provide the landlord with a security deposit. However, leases that include a provision for a security deposit that was never collected can be requested by the landlord as late as twenty years after the original lease was entered into.

**Interest on the Security Deposit** - Tenants who live in a building with 6 or more units are entitled to receive the interest on their security deposit. Landlords of buildings with 6 or more apartments must keep security deposits in interest-bearing accounts in a bank located in New York State. The landlord must notify the tenant of the name and address of the bank. The landlord is entitled to retain an annual administrative fee equal to 1% of the total deposit. However, the remainder of the deposit and all accrued interest remain the property of the tenant. The tenant may, at his/her discretion, request that the interest be paid yearly, have the yearly interest applied toward rental payments, have the landlord hold the interest until the end of the tenancy, or with the tenant’s consent, the landlord may add the interest to the security deposit to bring it up to one month’s rent. The security deposit and all accrued interest must be returned to the tenant when the tenant moves out or within a reasonable time.
afterwards. According to the New York State Attorney General's Office, tenants who live in buildings with 6 or more units must negotiate the interest on their security deposit with the landlord as a private matter. If a tenant living in a building with 6 or more units has a disagreement with the landlord over the security deposit or the interest on it, the tenant may file a complaint with the Consumer Protection Bureau of the NYS Attorney General's Office.

**Furniture as Security** - Household furnishings cannot be used as collateral for security on an apartment. Any lease provision requiring "furniture as security" is illegal and unenforceable.

**Key Money** - "Key money" is a money bonus paid to the landlord, superintendent, or managing agent. Usually, this "bonus" is paid by a "potential tenant" to get preference over other people looking to rent out a particular apartment. Sometimes the landlord, superintendent, or managing agent will ask for some money when handing over the keys to an apartment. Whatever the case, "key money" is illegal. Tenants of rent stabilized apartments who have paid out "key money," and have a record of this payment, can make a formal complaint to the NYS Division of Housing and Community Renewal (HCR).

**RENT RECEIPTS** - Landlords must provide tenants with written receipts when rent is paid in cash, by money order, by a cashier's check, or in any other way than by the tenant's personal check. The receipt must state the date of the payment, the amount paid, the period for which the rent was paid, and the address and apartment number of the tenant. The person receiving the payment must sign the receipt, and it must state the person's title (i.e., landlord, superintendent, managing agent, etc.). Landlords must also give a written receipt to a tenant who pays rent by personal check when the tenant gives the landlord a written request for a receipt. A tenant paying by personal check should give the landlord a written request for a receipt each time he/she wants one.

**BROKERAGE FEES** - Tenants may be charged brokerage fees for services rendered by a licensed real estate broker in finding an apartment. The amount of this fee, or commission, is
not set by law and should be negotiated between the tenant and the broker. Unreasonable brokerage fees should be reported to the NYS Division of Licensing. A broker must actually assist a tenant in finding and obtaining an apartment before any commission can be charged. The fee should not be paid until the tenant is offered a lease signed by a landlord. It is illegal for a landlord, an employee or family member of a landlord, or a broker who works for a landlord to charge or collect brokerage fees. Any person who paid a "broker's fee" to someone other than a licensed real estate broker can make a formal complaint to the NYS Division of Housing and Community Renewal (HCR).

**APARTMENT REFERRAL AGENCIES** - Businesses that, for a prepaid fee, provide information about the location and availability of rental housing must be licensed by the state. The fee charged may not exceed one month's rent. When the information provided does not result in a rental, the entire prepaid fee, less $15.00, must be returned to the customer.

**DISCRIMINATION** - Landlords may not refuse to lease an apartment to, refuse to renew the lease of, or otherwise discriminate against any person or group of persons because of age, alienage or citizenship status, color, disability, gender, gender identity, sexual orientation, lawful occupation, lawful source of income, marital or partnership status, race, religion/creed, national origin, pregnancy, the presence of children, status as a victim of domestic violence, stalking, or sex offenses, or status as a veteran or active military service member. Additionally, landlords may not refuse to lease accommodations to any person based upon that individual’s occupation. With just a few exceptions, the law also forbids landlords from discriminating against tenants with children, or otherwise forcing tenants to agree to never have children as a condition of rental. Housing which is an exception to this law include the following: owner occupied two-family homes, mobile home parks intended for the use of adults aged 55 or over, and housing built exclusively for senior citizens. Tenants who feel they have been victims of discrimination can make a formal complaint to the NYC Commission on Human Rights.
**LANDLORD LIABILITY** - Landlords maintain a liability for any personal injury, property damage, or loss of property or life due to negligence by the landlord or the landlord's employees. All actions taken by the employees of the landlord, the landlord's agents, or contractors hired by the landlord are the landlord's responsibility to the extent that they are considered to be actions taken by the landlord himself. Any lease provision that exempts the landlord from liability, or waives a tenant's right to sue for negligence, is null and void. This also means that tenants who are victims of crimes in their building or apartment, and who can prove that the criminal took advantage of the landlord's failure to make the building reasonably safe, may be able to recover personal and property damages from the landlord.

**PRIVACY** - Tenants enjoy a right of privacy that limits the landlord's right of entry. Except in emergencies (such as fire, or a burst water pipe), a landlord cannot enter an apartment without a tenant's consent. Unless your landlord gives you the proper notice required by the NYS Multiple Dwelling Law, you do not have to let your landlord into your apartment. Your landlord has the right to enter your apartment to make inspections or to make necessary repairs as long as he follows the proper legal guidelines. When the landlord wants to gain access to make inspections, the landlord must notify the tenant, in writing, no less than 24 hours in advance. When the landlord wants to make repairs or improvements, the landlord must notify the tenant in writing (certified mail/return receipt) within a reasonable time (preferably one week in advance), or other mutually agreed dates and/or times before the repairs or improvements are to begin. With such reasonable prior notice, the landlord may enter an apartment in order to provide necessary, or agreed upon, repairs and services, to show the apartment to prospective buyers or tenants, or in accordance with any lease provision permitting landlord entry. Landlords may not abuse this limited right of entry, or use it to harass tenants. Where a condition exists that could result in injury to persons or damage to property (i.e., gas leak, burst water pipes, etc.), the landlord is not required to give any advance notice whatsoever. Likewise, tenants may not refuse access to the apartment when proper notice has been given. Refusing access to the landlord could result in a lawsuit against the tenant.
ROOMMATES - Tenants are entitled to share their apartments with immediate family members (husband, wife, son, daughter, stepson/daughter, father/mother, stepfather/mother, brother/sister, grandfather/mother, grandson/daughter, father/mother-in-law, son/daughter-in-law), one additional unrelated occupant, and those occupants' dependent children. Any lease provisions, which forbids roommates, or otherwise restricts occupancy in any way that is inconsistent with current legal maximum occupancy restrictions, is illegal and unenforceable. A landlord is not allowed to increase a rent stabilized tenant’s rent because they have a roommate. However, rent controlled tenants are sometimes ordered by the NYS Division of Housing and Community Renewal (HCR) to pay a rent increase for "increased occupancy" when the total number of people living in an apartment increases.

When the lease names more than one tenant (i.e., Mr. and Mrs. John Jay or James Smith and Jack Jones, etc.), these tenants are not entitled to one additional roommate. However, these tenants may still share the apartment with their immediate family and, if one of the tenants moves out, that tenant may be replaced with another occupant and that occupant’s dependent children. At least one of those tenants named in the lease, or that tenant’s spouse, must occupy the shared apartment as a primary residence (i.e., the tenant must not be living in another accommodation anywhere else in NYC, with some very limited exceptions). Tenants also have the right to replace a departing roommate with a new one. Tenants must inform their landlords of the name of any new occupant within 30 days after the person has moved into the apartment, or within 30 days of the landlord's request for this information. If the tenant moves out or dies, the roommate has no right to remain in the apartment without the landlord's express consent. However, recent legislation has been passed allowing a roommate who has been a "life partner" to the prime tenant (the tenant who is the legally registered occupant of the apartment) to inherit a rent stabilized or rent controlled apartment under certain circumstances.

According to the newly revised Rent Stabilization Code, a tenant is barred from charging a roommate more than their proportionate share of the rent. This is determined by dividing the rent by the number of tenants named on the lease (excluding spouse/
tenant's family member) living in the apartment. For example, let's say the rent is $1,000 for a two bedroom apartment. The primary tenant is barred from charging the roommate more than $1000 divided by 2 = $500 for the rent.

Tenants who violate the provision may face a penalty (eviction) for violating the code.

REPAIR AND DEDUCT - Unless an emergency is involved, tenants probably should not make repairs in their apartments and then try to deduct the costs from their rent without either first: (a) - getting written permission from the landlord, or (b) - getting a written court order from a judge. Otherwise, tenants risk paying for both the repair and the full rent.

Repair and deduct should only be used in emergency situations when the landlord does not or will not respond to an emergency repair situation. Landlords will often challenge a tenant's repair and deduct action. Landlords may claim that the repair cost was unreasonable or that the repair was unnecessary. The landlord should be notified immediately of any emergency condition in the apartment by telephone or in person, followed by a letter sent by certified mail/return receipt requested. The letter should include the nature of the condition, the effort made on the part of the tenant to get the landlord to correct it, and a time limit to correct the condition, unless the condition is so severe that the tenant could not wait for the landlord to correct it. In this case, photocopies of bills and/or receipts should be made and sent with the letter. Therefore, if the tenant does "repair and deduct," the tenant should be able to prove that he/she made every effort to notify the landlord so the landlord could correct the condition. It would also be helpful to take photos of the condition(s) and to have a witness as to the condition(s) in your apartment if possible. As far as less hazardous conditions are concerned, unless you receive written consent from the landlord to make repairs or a court order from a judge, it is usually advisable to resort to actions other than "repair and deduct" since there is no guarantee that you will not have to pay for the repairs, plus the full amount of the rent. If the landlord fails to respond with access dates or repair work within a reasonable amount of time (two to three weeks should be sufficient) after notification is sent to the landlord, and the tenant engages in a repair and deduct action, the tenant should keep careful records of all work done, which
should include copies of bills and cancelled checks. This way, if the landlord attempts to recover rental monies deducted by the tenant, a judge could rule that the landlord's failure to make repairs violated the Warranty of Habitability, and then the tenant may be authorized to deduct the actual, reasonable costs of the repairs from past or future rents.

**TENANT ACTIVITY** - All tenants have a legal right to organize, join, and participate in a tenants association in order to protect and promote their rights and common interests. Tenants also have the right to conduct meetings in common areas of their buildings, such as hallways and lobbies, during reasonable hours. Tenants have the right to make good faith complaints to government agencies about violations of health, fire, sanitation, safety, maintenance, or building codes and all other housing laws, and they are entitled to take good faith actions to protect their rights under a lease. Landlords may not restrict, penalize, or harass tenants for exercising these rights, or any other rights conferred upon tenants by law.

**Withholding Rent/Rent Strikes** - This is an action tenants may take when they are not receiving essential repairs or services from their landlord. A rent strike occurs when tenants in a building form an association and agree to withhold their rents as a group. Rent withholding and rent strikes are perfectly legal actions when used in response to a lack of required repairs or essential services. Several court cases have upheld the right of tenants to withhold their rents or engage in a rent strike. However, a rent strike or rent withholding action should not be entered into casually. If you are going to withhold your rent, this does not mean that you should stop paying your rent. It only means that you should stop paying your rent to your landlord. You should pay your rent into a bank account specifically set up for that purpose alone, or with other tenants under the name of the tenants association. Escrow accounts are often used for this purpose by tenants. Conducting a rent strike takes work and a certain amount of skill. It is always advisable to contact your local housing group before you decide to begin or participate in a rent strike.

**Housing Part Action (HP Action)** - This is a tenant initiated action that is taken to force a landlord to make repairs or
provide required services, such as heat and hot water. Often, tenants will initiate an HP Action in conjunction with a rent strike or another rent withholding action. In an HP Action, the tenant is not only suing the landlord, but also the NYC Department of Housing Preservation and Development (HPD) for failing to enforce the Housing Maintenance Code. In a successful HP action, a judge will order the landlord to make repairs and restore the required services within a specific period of time. The judge may also impose daily fines and even a jail sentence (which is extremely rare), if the landlord fails to comply with the Court Order. You should contact your local housing group if you think that you may want to start an HP Action against your landlord.

**EVICTIONS** - All tenants have a right to their "day in court" before they can be evicted. A judge must order an eviction, and only a City Marshall can carry it out. Otherwise, the eviction is illegal. In proceedings for non-payment of rent, also commonly called a "dispossess," an eviction will only occur if a tenant fails to abide by an order of a housing court judge to pay back rent. Eviction proceedings for any reason other than non-payment of rent (such as a violation of some part of your lease) are known as "holdovers." If a tenant is evicted, the landlord has no right to keep the tenant's furniture or other private property.

**Illegal Evictions** - Landlords cannot take the law into their own hands and evict tenants through the use of force or other means. A landlord cannot use the threat of violence, remove a tenant's possessions, lock a tenant out of an apartment, or deliberately discontinue essential services such as heat or hot water. Tenants who are illegally locked out have a right to regain possession of their apartments, but quick action is required. If you have never received legal papers from your landlord ordering you to appear in housing court, and you have come home one day to find that the locks on your apartment have been changed, or that your door has been padlocked, or the lock has been rendered inoperable, the first thing you should do is call the police. You must act as quickly as possible. An illegal eviction is a criminal act, and the landlord could be arrested. Even if the police don't actually arrest your landlord, they should help you get back into your apartment immediately. Unfortunately, the police are not always willing to assist a tenant who has been locked out. If this happens, demand that the police open their Patrol Guide to
Procedure #241-12 to verify your right and the police's authority to put you back into your apartment. You should also demand that the police issue a summons to your landlord for this criminal offense. However, if you don't act quickly, and the police do not act responsibly by putting you back in your apartment, you must go to housing court as soon as possible to file an "order to show cause" at the Office of the Housing Court Clerk. No matter what happens, you should contact a housing attorney for assistance and information.

**Retaliatory Eviction Law** - Tenants of buildings with 4 or more apartments have an additional protection against evictions called the Retaliatory Eviction Law of 1979. If a landlord tries to evict a tenant within 6 months after the tenant has made a good faith effort to exercise his/her rights as a tenant (i.e., complained to the State or City about a lack of repairs or services, joined a tenants association, etc.), the tenant can present an argument in housing court that the landlord is evicting the tenant because the tenant has tried to assert his/her rights. The eviction is considered to be an act of retaliation against the tenant for exercising his/her rights. If the judge agrees that the landlord has taken the tenant to court for this reason, the landlord will have to wait another 6 months before he/she can go back to court and try to evict the tenant again. However, the burden of proof in a retaliatory eviction case lies with the tenant, and it is a good idea for the tenant to be represented by an attorney.

**HARASSMENT** - Many tenants in NYC find themselves being intimidated or harassed by their landlords. There are many reasons why some landlords harass tenants: to empty apartment buildings in order to sell, rent, or convert them for sale for bigger profits; to retaliate against tenants who try to exercise their legal rights; etc. Harassment can take many forms, from a simple yet deliberate reduction in building services, to verbal threats, physical assault, or illegal eviction. Regardless of the reason or what form it takes, harassment is illegal, and the landlord can be subject to criminal penalties. If your landlord, or anyone who works for him, threatens you, attacks you physically, or locks you out of your apartment illegally, call the police immediately. If the police refuse to arrest the landlord, at least insist that they take your written complaint against him. The conditions of harassment, and what kind of housing the tenant lives in will be
contingent as to which agency the tenant should complain to. Rent stabilized and rent controlled tenants may make a formal complaint to the NYS Division of Housing and Community Renewal (HCR). The HCR will hold an informal conference between the tenant(s) and the landlord. The HCR will first attempt to resolve the case through mediation, making an agreement for the landlord to make necessary repairs (if repairs are an issue), and stating the landlord's intention to stop other forms of harassment. The landlord will be required to sign and comply with the agreement. If the landlord does not comply with the agreement and/or the harassment continues, the HCR must be notified. The HCR may then recommend that further steps or action be taken to stop the harassment. Tenants whose landlord have submitted or intend to submit a co-op or condominium conversion plan should also notify the NYS Attorney General's office if they are being harassed. The Real Estate Bureau of the Attorney General's office must approve the landlord's co-op or condominium plan. Therefore, the attorney General could use its discretionary power to take legal action against the landlord, and cause a delay or a denial of the landlord's co-op or condominium conversion plan. The NYC Law Department takes complaints of harassment by tenants who have been in residence in their home for 30 days or more and who have been illegally locked out or forced out of their home. This includes tenants not only in apartment buildings, but also tenants in one- or two-family homes, single room occupancy hotels, etc. Tenants may also file a complaint of criminal harassment at criminal court. Depending on the nature of the complaint, the tenant may be referred to the district attorney where the tenant's building is located. Tenants who file criminal harassment charges may have experienced harassment involving physical assault, burglary, extortion, etc., perhaps as a way of forcing them to leave their home. All claims of harassment made against a landlord should be carefully documented. The tenant should try to get as much actual evidence of harassment as possible, including witnesses, as the burden of proof in a harassment complaint lies with the tenant. Vandalism in the building should be reported to the police. Suspicious fires should be reported to the Fire Department. If your landlord has obtained a "Vacate Order" against your building, you may need the help of an attorney or your local housing group. A vacate order means that a City inspector has certified that your building is temporarily unsafe to live in. However, a vacate order does not mean that your lease has been
terminated, or that you have lost your rights as a tenant. Once your building has been repaired, you have the right to decide whether or not you want to move back into your apartment. If you have experienced a reduction of services, you can withhold your rent, take your landlord to court, and/or make other formal City and State complaints.

**SUBLETTING** - All rent stabilized tenants have the right to sublet their apartments even if a lease provision forbids it. However, rent stabilized tenants must follow certain guidelines to ensure the legality of the sublet. Other tenants with leases living in buildings with 4 or more apartments may have the right to sublet after obtaining advance written consent from their landlord. RENT CONTROLLED TENANTS DO NOT HAVE THE RIGHT TO SUBLET UNLESS THEIR ORIGINAL LEASE STATES OTHERWISE. However, if the written consent of the landlord is obtained, the tenant may sublet.

The procedure for subletting is very specific and the legality of the sublet depends on how strictly you adhere to this procedure. Tenants who want to sublet should consult their local housing group or a housing attorney to ensure the legality of the sublet. The legal subletting process can take up to 40 days, so the prime tenant should begin the subletting procedure well in advance of the commencement date of the term of the sublet. In order to properly sublet an apartment, tenants need to follow certain procedures specified by law. Tenants must first inform the landlord, in writing, of an intention to sublet. The prime tenant must establish that at all times the apartment has been maintained as a primary residence, and that the prime tenant honestly intends to reoccupy that apartment at the end of the sublet. This notice must be mailed to the landlord by certified mail/return receipt requested. The following information must be included in the notice:

- How long the sublet will be in effect;
- The name of the person the apartment will be sublet to;
- The business address and permanent home address of the person the apartment will be sublet to;
-The reason why the prime tenant wants to sublet;

-The address of the prime tenant during the sublet;

-The written consent of any co-tenant or guarantor (if any) of the prime tenant’s lease.

Within 10 days after the tenant has mailed a request to sublet, the landlord may ask for additional information. Such a request may not be "unduly burdensome." Thirty days after the request to sublet has been mailed to the landlord, or 30 days after the landlord has made a request for further information (whichever is later), the landlord must tell the tenant whether he will consent to, or deny, the sublet. If the landlord does not consent to the sublet, he must give the tenant his/her reasons in writing. If the landlord fails to notify the tenant of his/her decision within the required time, then the law allows the tenant to assume that the landlord has given his/her consent, and the sublet may proceed. If the landlord consents to the sublet, the prime tenant remains liable to the landlord for all the obligations of the lease, including payment of rent. If the landlord denies the sublet on reasonable grounds, the tenant cannot sublet, and the landlord is not required to release the tenant from the lease. A landlord may reasonably deny a sublet for the following reasons:

-There is evidence that the subtenant will not be able to afford the rent.

-There is reason to believe that the prime tenant does not intend to return to the apartment at the end of the sublet.

-There is reason to believe that the subtenant will "change the character" of the building (i.e., will run his/her business out of the apartment).

The landlord cannot unreasonably withhold consent to a sublet. If the sublet is denied unreasonably, the tenant may go ahead with the sublet. However, a lawsuit may result, in which case the tenant may recover court costs and attorney's fees if a judge rules that the landlord acted in bad faith.

Other rules tenants should understand regarding sublets are:
- The prime tenant (the tenant renting the apartment to the subtenant) is ultimately responsible for the payment of rent;

- The prime tenant, if rent stabilized, may not sublet for more than two years out of a four year period;

- The subtenant must abide by all the conditions of the prime tenant’s lease;

- The prime tenant may not legally charge more than the actual legal rent plus an additional 10% if the apartment is adequately furnished. (Otherwise, the subtenant may make a formal complaint of rent overcharge with the NYS Division of Housing and Community Renewal (HCR).)

The landlord may also require the subtenant to pay the current vacancy increase during the length of the sublet.

**PETS** - Tenants may keep pets if their lease allows them, or if there is no specific lease clause prohibiting pets. Tenants who violate a lease clause forbidding pets may be evicted. However, tenants living in buildings with 3 or more apartments have an important protection against “no-pet” clauses. If a tenant keeps a pet “openly and notoriously” for a period of at least 3 months, and the landlord, his/her agent, or the superintendent is fully aware that the tenant has been keeping a pet, and the landlord fails to order the tenant to remove the pet or take any other action against the tenant for keeping a pet, then the no-pet clause becomes null and void and the tenant may legally keep the pet.

*Please Note: If a pet passes away and the tenant wants to replace the pet, the three month rule noted above would be applicable for any subsequent pet.*

Pets that cause damage, become a nuisance, or substantially bother other tenants in the building are not protected, and the landlord can order these animals to be removed from the building under the threat of eviction. Tenants who are blind or deaf are allowed to have guide dogs, regardless of any no-pet clauses that may be in their leases.
CHAPTER 2

THE RIGHTS OF TENANTS IN UNREGULATED APARTMENTS

Not all tenants have the same protections in New York City. People living in rent stabilized or rent controlled housing enjoy the strongest tenant protections that the City and the State have to offer. Other tenants living in government owned or government-assisted housing are subject to a few more modest protections. The rest of the City's housing is unregulated, and the rights of tenants living in unregulated apartments are severely restricted.

You are living in unregulated housing if:

- You are renting in a one- or two-family home and you moved in after September 1, 1953;

- You are renting in a building with 3 to 5 apartments and you moved in July 1, 1971 or later (your apartment is not subject to rent control);

- You are renting in an apartment building constructed after January 1, 1974, and the building is not receiving special tax exemptions (such as those offered under the J-51 and 421-a programs), or those tax exemptions have expired. To learn more details regarding this issue, please contact us.

SPECIAL NOTE REGARDING RENT CONTROL AND RENT STABILIZATION

RENT CONTROL - Even if you live in a building with less than 6 apartments, you may be protected by rent control. You are a rent controlled tenant if:

- Your building has 3 or more apartments and was constructed before February 1, 1947 and you moved into your apartment on or before June 30, 1971;

- You have lived continuously in a one- or two-family home since March 31, 1953.
RENT STABILIZATION - Generally speaking, rent stabilized apartments are found in buildings constructed before 1974 with 6 or more units. Some landlords try to avoid the regulations of the Rent Stabilization Law by reducing the number of apartments in their buildings. For example, say a landlord owns a 6-unit building subject to rent stabilization. In order to claim an exemption from rent stabilization, this landlord might knock out a wall between two of the apartments in order to convert them into a single apartment. He then declares that his/her building contains 5 apartments not 6, and is therefore no longer subject to rent stabilization. However, the law mandates that any building, which had 6 or more apartments on May 31, 1968, remains subject to rent stabilization, even if it has fewer apartments now. Tenants should do research before moving into small buildings to find out if they are still regulated under rent stabilization.

In addition to the basic rights enjoyed by all tenants described in Chapter 1, tenants living in unregulated housing also share the following rights and restrictions.

LEASES - Landlords of unregulated housing are not required to give leases or lease renewals to their tenants, even if a lease was previously supplied. It is always advisable to try and obtain a lease, since it will help protect both the tenant and the landlord. By putting the terms of your lease down in black and white, you can avoid the types of disagreements that often occur when landlords and tenants rent strictly on the basis of an oral agreement.

REMINDER! - If a landlord agrees to rent an apartment for a period of more than one year, a written lease must be given to the tenant even though the apartment doesn't fall under rent regulation.

Contents of a Lease Agreement - The rent, length of rental, and conditions of occupancy will have to be negotiated with the landlord, and renegotiated when the lease is due to expire. If you obtain a written lease, the following basic
information should be included:

- Name and address of the landlord;
- Address of the apartment;
- Tenant's name;
- Length of lease;
- Date tenant is to take possession of the apartment;
- Amount of monthly rent and date the rent is due;
- Description of the landlord's responsibilities;
- Description of the tenant's responsibilities;
- Descriptions of the apartments and all other spaces rented to and/or otherwise accessible to the tenant;
- Who pays for utilities;
- Descriptions of any other rights, restrictions, or responsibilities.

**Oral Agreements/Month-to-Month Tenancies** - If you are renting on the basis of an oral agreement, you are considered to be a "month-to-month" tenant. Technically speaking, this means that you are only renting your apartment for one month at a time; every time your landlord accepts your rent, you are renewing your oral lease agreement for another month. This means that your landlord can ask you to leave at any time, which is another good reason why you should try to obtain a written lease. One more good reason: your landlord can raise your rent on a monthly basis, with no restrictions placed on how large an increase the landlord can charge you. Fortunately, landlords must follow certain rules and procedures established by the law before you can be evicted or charged a rent hike.

**RENT** - All tenants of unregulated apartments pay a "free market" rent – in other words, the landlord charges whatever the
market will bear. There are no legal restrictions on how much the landlord may charge for rent or rent increases.

For month-to-month tenants, rent may be raised only after the landlord has given 30 days written notice to the tenant. This notice must be delivered to the tenant on or before the next day that rent is due. The 30-day period does not begin until the first day that the rent is due. Let's say, for example, that your landlord gave you a 30-day notice of an increase in your rent on June 29th, and your rent is due on the first of the month. This means that the 30-day period doesn't start until July 1st, and your rent increase won't go into effect until August 1st. The landlord cannot raise the rent without the tenant's consent; however, if the tenant refuses to accept the rent increase, the landlord can take steps to evict the tenant.

**EVICTIONS** - A landlord must also give a 30-day written notice to a tenant before an eviction can take place. As with notices for rent increases, a 30-day "Notice to Vacate" must be delivered on or before the next day that rent is due. A 30-day notice DOES NOT mean that the tenant must move out in 30 days. It does mean that, if the tenant has not moved out of the apartment voluntarily by the end of the 30-day period, the landlord will then start eviction proceedings against the tenant in Housing Court.

All tenants are entitled to their day in court before they can be evicted. Any eviction that is not ordered by a judge or that is not carried out by a City Marshall, or any attempt to harass a tenant into leaving an apartment, is illegal, and the landlord's actions should be reported to the police immediately.

Unfortunately, landlords of unregulated housing do not have to give a reason, or offer "just cause," for wanting to evict a tenant. However, if an eviction is ordered, the judge has the authority to grant a "stay" of the eviction for a period of up to 6 months in order to allow the tenant time to find a new apartment or house. This is a discretionary power, which means that the judge is not compelled to give a tenant any additional time. Therefore it is advisable that tenants obtain an attorney to help them argue for a stay of the eviction.
BASEMENT APARTMENTS

Tenants living in basement apartments may want to verify the legality of their apartment. In order for a landlord to legally collect rent for a basement apartment, he/she must file plans and install systems to Code. If a landlord is renting out a basement apartment and has not filed the appropriate forms and paperwork, he/she is not legally entitled to collect rent. A landlord may not legally sue a tenant in housing court for non-payment of rent if that tenant is living in an illegal basement apartment. If your basement apartment is illegal, you may have added protection against eviction in housing court. However, as with any legal proceeding, you should consult a housing attorney or your local housing group. You may find out whether your basement apartment is legal by going to the Buildings Department to review the folder of the house where the basement apartment is located. The folder should contain the documents and paperwork that would indicate whether or not your basement apartment is legal. The information to look for would be the copies and/or the originals of applications for permits, which would bring the basement apartment up to Code, such as permits for plumbing and electrical work. The folder should also indicate when the house was built and how many units the building was originally registered as having. You may also obtain a copy of the Certificate of Occupancy ("C of O") at the Department of Buildings if the owner of the house has filed one. The Certificate of Occupancy will state how many units, or apartments, the house is registered as having. Therefore, if you are living in the basement apartment of a two-family house and the Certificate of Occupancy states that the house has only two apartments, you are probably living in an illegal basement apartment. You may also request an inspection of your basement apartment by writing to the NYC Central Complaints Bureau. Illegal basement apartments are potential firetraps and should be reported to the Fire Department.
CHAPTER 3

RENT STABILIZATION
AND RENT CONTROL

DEFINITIONS

EMERGENCY TENANT PROTECTION ACT (ETPA) - All of the laws relating to rent control and rent stabilization were collected into one act of law by the NYS Legislature. Because it is an "emergency" act, it must be renewed by the Legislature every two years in order for the tenant protections under rent control and rent stabilization to remain in effect.

NYS DIVISION OF HOUSING AND COMMUNITY RENEWAL (HCR) - The State's agency responsible for the administration and enforcement of the State's rent control and rent stabilization laws.

RENT CONTROL - The oldest of New York's rent regulation laws. You are a rent controlled tenant if:

-Your building was constructed before February 1, 1947; and
-You moved into your apartment before July 1, 1971 or
-You have been living in a one-or two family house continuously since March 31, 1953.

RENT STABILIZATION - You are a rent stabilized tenant if:

-Your building has 6 or more apartments, and was built between February 1, 1947, and January 1, 1974, including "maisonette" or "garden" type apartments; or
-Your building has 6 or more apartments, was constructed before February 1, 1947, and you moved in after June 30, 1971; or
-Your building has 3 or more apartments, and it was...
built or extensively renovated after January 1, 1974 using special tax benefits such as 421-a or J-51 tax abatements.***

***SPECIAL NOTE: These apartments remain under rent stabilization only as long as these tax benefits remain in effect. Once these benefits expire, the apartments are no longer subject to rent stabilization, and the landlords may charge free market rents for these units. To learn more details regarding this issue, please contact us.

As mentioned in Chapter 2, some landlords try to avoid the regulations of the Rent Stabilization Law by reducing the number of apartments in their buildings. Tenants should do research on small buildings to find out if they are still regulated under rent stabilization.

There are approximately 1,030,000 apartments in New York City that are subject to rent stabilization.

THE FOLLOWING TYPES OF HOUSING ARE NOT COVERED BY RENT CONTROL OR RENT STABILIZATION:

- Most buildings with less than 6 apartments (these buildings may contain rent controlled apartments, see above);

- Buildings constructed after January 1, 1974, which did not receive any special tax benefits;

- Public housing (NYC Housing Authority owned and managed buildings);

- City-owned buildings;

- Other government owned, operated, or assisted housing;

- Mitchell-Lama apartments;

- Apartments used exclusively for business or
REQUIRED SERVICES AND THE SPECIAL OBLIGATIONS OF LANDLORDS

Along with all of the required services that landlords must supply, as described in Chapter 1, landlords of rent regulated apartments have special additional obligations regarding the delivery of services.

When a building has a history of having provided a level of services that is greater than those that are either required by law, or that are included in a lease, the landlord is obligated to maintain that level of service. For example, if the landlord painted your apartment every two years, instead of once every three years as is required by the Housing Maintenance Code, the landlord would have to continue to paint your apartment once every two years, no matter what the Code says. In rent controlled apartments, the landlord must maintain all services that were provided as of April 30, 1962. For rent stabilized apartments, services provided as of May 31, 1968 must be maintained. Defective equipment (such as your kitchen appliances) must be repaired or replaced by the landlord. However, if the tenant is responsible for causing damage to this equipment, the landlord can hold the tenant liable for the cost of repair or replacement.

AIR CONDITIONERS - Tenants may install an air conditioner at their own expense without the landlord's consent as long as the air conditioning unit is not attached to the outside of the building in any way.

The NYS Division of Housing and Community Renewal (HCR), allows landlords to collect rent increases from rent stabilized and rent controlled tenants who had air conditioners installed on or after October 1, 1985. Even if the tenant installs his/her own air conditioner and pays for electricity, the landlord may still collect a rent increase.

SPECIAL NOTE: According to the HCR, if a landlord does not request a rent increase for an air conditioner within a reasonable amount of time, he may lose his/her right to collect it forever, AND, if a landlord fails
to collect the increase for a particular month, he/she may not be able to collect the increase retroactively or demand that the tenant pay the surcharge later on.

The rent increases and surcharges for air conditioners may be adjusted up or down by the NYS Division of Housing & Community Renewal (HCR) every October 1st depending upon whether certain operating cost indicators rise or fall.

The air conditioner rent increases and surcharges set by the HCR depend on a variety of the following factors:

1 - When the air conditioner was installed;

2 - Who the air conditioner was installed by (tenant or landlord);

3 - Who the electricity is paid by (tenant or landlord), and,

4 - Whether the apartment is rent stabilized or rent controlled.

To find out what a landlord can legally charge for an air conditioner, call the HCR at (718) 739-6400.

**APPLIANCES** - If an appliance, such as the stove or refrigerator, cannot be repaired and needs to be replaced, the landlord can replace it with a new appliance, or with a used unit that has been reconditioned (i.e., it has been cleaned and repaired to work as well as a new appliance). The landlord does not have to offer the tenant a new appliance. However, if the tenant wants a new appliance installed, the landlord can collect a rent increase equal to 1/40th the cost of the new unit plus installation. This rent increase cannot be charged without the tenant's written consent, and without this written consent, the landlord may refuse to install a new appliance. If the tenant consents to the increase, it becomes a permanent part of the tenant's base rent and will thus affect all future rent increases. If the tenant chooses to have a reconditioned unit installed, then the landlord cannot charge any rent increases for the appliance. If both a new and used appliance is available, then the landlord cannot limit the tenant's choice of which appliance to have installed.
APPLIANCE SURCHARGES - In 2005, The NYS Division of Housing and Community Renewal (HCR) released the amount of the rent surcharge that can be charged to rent controlled and rent stabilized tenants who bought and installed their own portable or permanent washing machine, dryer, or dishwasher.

The amount of the surcharge is based on the cost of energy to heat water and the cost of electricity. The surcharge was also determined by the type of portable or permanent appliance the tenant installed and who pays for the electricity.

**Washing Machines**

A rent controlled or rent stabilized tenant who installed a washing machine and **pays for the electricity**, can be charged a rent surcharge of **$20.76** a month. If the tenant installed a washing machine but the **landlord pays for the electricity**, then the tenant can be charged a rent surcharge of **$22.23** a month.

**Dryers**

A rent controlled or rent stabilized tenant who installed a dryer and **pays for the electricity CANNOT BE CHARGED A RENT SURCHARGE**. If the tenant installed the dryer, but the **landlord pays for the electricity**, then the tenant can be charged a rent surcharge of **$15.00** a month.

**Dishwashers**

A rent controlled or rent stabilized tenant who installed a dishwasher and **pays for the electricity**, can be charged a rent surcharge of **$5.17** a month. If the tenant installed the dishwasher, but the **landlord pays for the electricity**, then the tenant can be charged a rent surcharge of **$7.12** a month. This is in effect during 2017-2018.

The monthly surcharges are subject to an annual update, which takes effect on October 1st of each year and continues until September 30th of the following year. This means that the surcharges can be adjusted upward or downward. In the event the HCR does not issue an annual update, the monthly rent surcharges noted above will then remain in effect until the
issuance of an annual update is announced.

If the tenant already installed a washing machine, dryer, or dishwasher in the apartment and the landlord consents to the continued use of the appliance, the surcharge begins from the date the landlord consented to the continued use of the appliance. The landlord cannot collect the surcharge retroactive to the time the tenant installed the appliance.

**PAINTING**

*Schedule* - Rent stabilized apartments must be painted at least once every three years, with windows being painted, inside and out, at least once every five years.

Rent controlled apartments are to be painted according to the schedule established by the original lease or prior practice. However, all rent controlled apartments must also be painted at least once every three years, regardless of whether old leases or prior practice set a longer schedule.

The landlord must cover the full cost of painting the apartment. *Please Note: The landlord is only obligated to use light-colored paint. Tenants do not have the right to dictate the type of color paint to be used in their apartments.*

**Painting Deposits** - Landlords can no longer demand or collect painting deposits from rent stabilized/controlled tenants. Previously, a landlord could collect a deposit equal to one- or two-thirds of the actual costs of painting, depending on the length of the tenant's lease. This is no longer the case for painting required by the Housing Maintenance Code (HMC). All deposits that were collected prior to May 1, 1987 should have been returned when tenants renewed their leases.

However, landlords may collect deposits for doing any painting that is not required by the Housing Maintenance Code (HMC) (e.g., painting kitchen shelves). The landlord must get a tenant's written consent before this deposit may be collected. If the tenant refuses to give this written consent, the landlord may refuse to do additional painting that is not required by law.
SECURITY DEPOSITS - A security deposit may be increased whenever the rent is increased. This affects all tenants under rent control or rent stabilization, including senior citizens and people on disability who are otherwise exempt from paying regular rent increases because they hold valid Senior Citizen Rent Increase Exemption (SCRIE), and Disability Rent Increase Exemption (DRIE) certificates. However, the amount of additional monies deposited as security may not exceed the difference between the old rent and the new rent. If there is a dispute regarding the security deposit while the tenant still lives in the apartment, the tenant may file a formal complaint against the landlord. If the dispute is regarding the amount of the security deposit that the landlord has collected from the tenant, the tenant may make a formal complaint to the NYS Division of Housing and Community Renewal (HCR). The complaint form is called, "Tenant's Complaint of Rent Overcharge and/or Excess Security Deposit."

If the dispute arises out of the landlord's failure to return the tenant's security deposit at the end of the tenancy, the tenant may sue the landlord in small claims court. If the tenant lives in a building with six or more units and has a dispute regarding a landlord's failure to pay the interest on the security deposit, the tenant should make a formal complaint with the Consumer Protection Bureau of the NYS Attorney General's Office.

WINDOW GUARDS

Notification - In addition to the annual window guard notice and all other notices that must be supplied with all leases and lease renewals, landlords must also include a window guard notice with all lease renewal notifications issued to rent stabilized tenants during the 90-150 days lease renewal window period.

Charges for Installation

Rent Stabilized Apartments - A one-time fee of $10.00 per window can be charged. This temporary surcharge, at the tenant's option, can either be paid all at once, or in equal monthly installments over a one, two, or three year period. The first monthly installment may be collected on the first day rent is due following installation of the guards, without any prior order from the NYS Division of Housing and Community Renewal. Should a
tenant vacate an apartment before the surcharge has been paid off, the total unpaid amount becomes due and payable immediately. Tenants moving into an apartment where window guards have already been installed cannot be charged for them.

TENANTS' RIGHTS UNDER RENT CONTROL AND RENT STABILIZATION

Leases

Rent Control - Many tenants now living in rent controlled apartments may have received written leases when they first moved into their buildings. However, rent controlled tenants no longer receive, nor need, leases or lease renewals. The Rent Control Law has established the rights and obligations of both landlords and rent controlled tenants. As a result, rent controlled tenants are regarded as "statutory tenants", and a lease is no longer required. If a statutory, or rent controlled, tenant was given a lease when he or she first moved in, the terms of that lease remain in effect, only the rent is subject to change.

SPECIAL NOTE - If you are a rent controlled tenant and you are offered a lease, do not sign it without first consulting an attorney. Rent controlled tenants who sign a lease without getting some advice beforehand could end up destroying or prejudicing their rent controlled status.

Rent Stabilization - All leases must be written in a clear and coherent manner, using words that have everyday, common meanings (this is known as "Plain English" lease). The lease must be printed in clean, clear type, using a type size of at least 8 points.

This is 8-point type.

All sections of the lease must be appropriately captioned (e.g., Rent, Notices, Security Deposit, Repairs, etc.).

As with most residential leases, the lease a landlord offers a prospective rent stabilized tenant usually comes in a standard lease form. However, any form of lease may be used as long as the lease doesn't violate any of the provisions of the Rent
Stabilization Code, the Housing Maintenance Code, the Multiple Dwelling Law, and all other applicable housing laws, rules, and regulations.

The most important thing to remember is that all rent stabilized tenants are entitled to a lease. Additionally, the landlord of a rent stabilized apartment must offer a lease renewal to the tenant, or tenants, actually named in the lease. Exceptions to this rule only occur when the landlord has received an official waiver of renewal from the NYS Division of Housing and Community Renewal (HCR), or when a proper court order for the tenant's eviction has been obtained. Furthermore, if a tenant requests that the name of his/her spouse be added to the lease before the current lease expires, the landlord can wait until the renewal lease is offered to the tenant before adding the spouse's name. In the meantime, while waiting to have his/her name added to the lease, the spouse retains all of the rights enjoyed by the named tenant.

**Length of Lease** - Landlords of rent stabilized apartments must offer their tenants the option of signing an initial lease or lease renewal for one or two years. The choice of which lease or lease renewal to sign–for one or two years–remains with the tenant. The landlord cannot restrict this choice or refuse to honor a tenant's request for the lease or lease renewal of his/her choice. Three year leases were eliminated when the Rent Stabilization Code was rewritten years ago.

**Lease Riders and Required Notices**

**Rent Stabilization Lease Rider** - A form, known as the Rent Stabilization Lease Rider, must be attached to all new and renewal leases. Written in a form approved by the HCR, the rider describes the rights and duties of tenants and landlords under the State’s Rent Stabilization Law. It includes information regarding allowable rent increases, rules for subletting, and procedures for terminating a lease. The last rent paid by the previous tenant is also included in riders attached to leases given to tenants moving into vacant apartments. (Often the rent paid by the previous tenant will not be included in the riders given by the landlord to the tenant. Failure on
the landlord's part to include this information could indicate that the new tenant is being overcharged). The HCR mandates that the rider must be printed in type larger than that of the lease, that it must be written in "Plain English," and that it must also be available in Spanish. The top of the first page of the rider, written in bold print, should read as follows: ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW (LOS DERECHOS Y RESPONSIBILIDADES DE INQUILINOS Y CASEROS ESTAN DISPONIBLE EN ESPANOL).

**Window Guard Rider** - Landlords are required to notify tenants annually of their rights to have window guards installed. This notification must also be attached to all lease renewal notices and all vacancy and renewal leases.

**Annual Rent Registration** - Each April, landlords must register all of their rent stabilized apartments. A copy of this registration, which must be filed with the HCR, is to be given to each tenant. Each apartment is registered separately, and the registration contains such information as the amount of rent currently being charged, the number of rooms in the apartment listed in the registration, and all in-apartment services--such as furnishing a stove, refrigerator, air conditioner, etc., which are provided by the landlord.

**Notice of Initial Legal Registered Rent** - When a rent controlled apartment in a building with 6 or more units is vacated, it becomes subject to rent stabilization, and the landlord is then entitled to charge any new tenant what is known as a "Fair Market" rent, within 90 days after the apartment is leased to a tenant who is renting it for the very first time as a rent stabilized apartment, the landlord must send a notice of the Initial Legal Registered Rent to the tenant by Certified Mail/Return Receipt Requested. This notification must also inform the tenant of his/her rights.
to challenge the fair market rent. This challenge must be filed within 90 days of the date that the notice was mailed to the tenant, or the tenant and subsequent tenants, will lose their opportunity to challenge the "fair market rent" forever.

**Lease Renewals** - Unless the landlord has a court order for the tenant’s eviction, or a special waiver of renewal by the New York State Division of Housing and Community Renewal (HCR), landlords of rent stabilized apartments must offer lease renewals to their tenants.

Under the current Rent Stabilization Code, a landlord must offer his/her tenant a HCR approved lease renewal form (Form RTP-8) between 90 and 150 days (known as the "window period") before the tenant's current lease expires. The landlord must give two copies of the form to each tenant. A Spanish version of the form must be given to tenants upon request. The lease renewal must be offered to the tenant named in the original lease. Upon request by the tenant of record, the landlord must agree to add the name of the tenant's spouse to the renewal lease.

The lease renewal must be offered on the same terms and conditions as those contained in the original lease. Neither the landlord nor the tenant may make any changes in the renewal form. Any changes to the terms of the lease (for example, agreeing to pay certain rent increases) can only be made by attaching separate sheets to the renewal form that detail those changes. No changes can be made to a lease without the consent of both the landlord and the tenant. A specially indicated section of the lease renewal form can be used to indicate whether any changes in the lease have been attached.

The tenant must return the renewal form to the landlord within 60 days of receiving it, indicating whether the tenant wishes to renew the lease. At the tenant’s option, the lease can be renewed for one or two years (the landlord cannot limit the tenant's choice of signing a one- or two-year lease renewal). If the tenant does not return the renewal form within 60 days, the landlord may assume that the tenant does not intend to renew the lease, and an eviction proceeding may be started as soon as the old lease expires.
Within 30 days after the tenant has signed and returned the lease renewal form, the landlord must give the tenant a dated copy of the lease renewal containing the landlord's signature. This constitutes a "fully executed" lease renewal, and it goes into effect on the day immediately following the expiration of the old lease.

If the landlord fails to offer a lease renewal during the 90-150 days "window period", the tenant should send a letter to the landlord requesting a one- or two-year renewal lease. The tenant should keep a copy of the letter, and send the original to the landlord by Certified Mail/Return Receipt Requested. If the landlord offers a lease renewal shortly after the letter is sent, the tenant can simply ignore the landlord's lateness, and agree that the renewal lease will take effect on the day immediately after the current lease expires. However, the tenant may also choose to have the renewal lease take effect on the first rent payment date that occurs up to 90 days after the landlord offers the lease renewal. Review the HCR fact sheet for more information.

If the tenant's current lease expires before the lease renewal is offered by the landlord, the tenant should continue to pay the old rent only. No renewal lease rent increases should be paid until the tenant has received a fully executed lease renewal. Under these circumstances, the tenants should not worry that they are living in their apartments without a lease. The law considers the old lease to remain in effect until a fully executed renewal lease has been received. Tenants living with expired leases due to the landlord's failure to renew should file a "Tenant's Complaint of Owner's Failure to Renew Lease" (Form RA90) with the HCR.

**Lease Succession Rights** - A lease may be assigned to a new tenant with the landlord's consent. Lease succession, however, refers to the rights of some tenants to "inherit" possession of an apartment when the prime tenant (the tenant named in the lease) moves out or dies.

**Rent Control** - The relative(s) of a rent controlled tenant is entitled to "inherit" the apartment in the event that the tenant dies or moves out. However, the relative must have lived with the tenant as a member of the
"family unit" for a period of not less than 2 years (1 year for family members who are senior citizens or disabled). Furthermore, the tenant must show that they did not move in merely to inherit the apartment.

A relative must be a member of the tenant's "immediate family", which is defined to include: a husband, wife, son, daughter, stepson or daughter, father, mother, stepfather or mother, brother, sister, grandfather or grandmother, grandson, granddaughter, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

**Rent Stabilization** - Under the current Rent Stabilization Code, relatives of rent stabilized tenants, including spouses, would be allowed to take over the lease only if they had lived in the apartment as their primary residence since the tenant named in the lease first moved in, or since the beginning of the family relationship (i.e., immediately following marriage, the birth of a child, etc.), or if the relative had lived in the apartment as a primary residence for at least two years and the tenant named in the lease dies. If the tenant named in the lease moves out, the relative can be evicted unless he can show that he had lived in the apartment since the named tenant first moved in or since the beginning of the family relationship.

The "family members" who would be entitled to succeed to a rent stabilized lease includes a husband, wife, son, daughter, stepson or daughter, father, mother, stepfather or mother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

The Rent Regulation Reform Act of 1997 has eliminated uncle, aunt, nephew and niece from the "family member."

**SPECIAL NOTE:** Under the new regulations, before the tenant's roommate can take over an apartment, he/she must prove that his/her relationship with the
The deceased tenant was "long-term and characterized by an emotional and financial commitment and interdependence."

The roommate must meet a tough test in order to remain in the apartment so any roommate who believes that he/she may have the right to "inherit" the apartment should contact a housing attorney.

The definition of family member may also include any other person living with the tenant who can prove emotional and financial commitment and interdependence. See: HCR Fact Sheet #30

**Subletting - Rent** stabilized tenants have the right to sublet their apartments even if a lease forbids subletting. Tenants may sublet their apartments for a total of 2 years out of any 4-year period. If the lease expires during the term of the sublet, the prime tenant has the right to renew the lease; the subtenant has no right to a lease renewal. The procedures for subletting legally are very specific and the legality of the sublet depends on how strictly you adhere to these procedures. A housing advocate or housing attorney should be consulted regarding these subletting procedures.

The rent charged to the subtenant may not exceed the legal rent paid by the prime tenant, except when the apartment is sublet while substantially furnished. In this case, the prime tenant may charge the subtenant additional rent equaling no more than 10% over the legally registered rent. A legal subtenant who is overcharged may sue the prime tenant for treble damages (fine times 3) plus interest and attorney's fees. Additionally, the landlord may charge the subtenant a vacancy increase in accordance with current rent guidelines. Rent controlled tenants have no right to sublet (unless their original lease says otherwise), except with the express consent of the landlord. The rent controlled tenant should never sublet without a written agreement, notarized, between the rent controlled tenant, subtenant, and landlord. In any event, a rent controlled tenant should consult a housing attorney regarding subletting.
RENT AND RENT INCREASES

RENT CONTROL - The Federal government first imposed rent control laws in 1943. The NYS Division of Housing and Community Renewal (HCR) now sets and adjusts rents for rent controlled apartments based upon apartment registrations filed by landlords when Federal rent control laws went into effect. Rent control operates according to a Maximum Base Rent (MBR) system. The HCR sets a maximum base rent for each rent controlled apartment, which can be adjusted (usually upwards) every two years to reflect changes that affect the landlord's operating costs. A Maximum Collectible Rent (MCR), which is lower than the MBR, represents the rent that is actually charged to the rent controlled tenant. The landlord must certify to the HCR that essential services are being maintained, that no significant code violations exist, and that the landlord will put 90% of the increase back into the building. If the HCR determines that the landlord has complied with all of these mandates, then the landlord is granted an increase in the MCR (the amount of rent the tenant actually pays) by 7 ½% each year until the MCR equals the MBR, at which point, the rent is supposed to be frozen (until the next MBR is issued).

SPECIAL NOTE: Many rent controlled tenants receive Notice of an Increase in the MBR and MCR (the 7 ½% increase) very late in the year. By this time, the amount that they owe the landlord is high because the increase is retroactive to January 1st. Many landlords insist that the entire retroactive amount owed must be paid in one lump sum. However, the tenant may not be forced to pay the entire amount of arrears all at once. The tenant has the option of paying the entire amount all at once, or, making equal payments monthly to the landlord, which equals the difference between the old MCR and new MCR over the number of months for which it is owed. For example, say you receive the Notice of an Increase in your MCR in November. Because the increase is retroactive to January, you will owe the landlord the difference between your old MCR and your new MCR for 11 months (January to November). Say that your old rent (not including fuel cost adjustments or other surcharges) was $480.00. Your new rent, or MCR, is
$516.00 ($480 times 7 ½% = $36. Thus, $480 + $36 = $516, new MCR). Your landlord sends you a rent bill, which states that you owe him $396.00 (11 months times $36 = $396.00), which is the difference between the old MCR and the new MCR for 11 months. You may choose to pay this sum to the landlord all at once or spread out the cost of the retroactive arrears over the next 11 months, sending him eleven equal payments of $36.00.

**RENT STABILIZATION** - Once every year, a nine-member board, appointed by the Mayor of New York City, establishes a set of guidelines for rent increases that can be charged to rent stabilized tenants and tenants living in lofts that are covered by Article 7-C of the Multiple Dwelling Law. This Rent Guidelines Board (RGB) is made up of two tenant representatives, two representatives for landlords, and five other individuals who represent the general public. To be appointed, each member must have at least 5 years experience in the areas of finance, economics, or housing.

The guidelines that are established each year by the RGB (usually in June, after a series of public hearings have been held) go into effect on October 1st and expire on September 30th of the following year. The guidelines can be higher or lower from year to year. Rent Stabilization Guidelines include renewal leases, vacancy leases and fair market rent increases.

**Renewal Leases** - A tenant has the right to select a lease renewal for one or two years. The renewal lease increase is decided by the Rent Guidelines Board and is also based on the length of the renewal lease term (one or two years).

**Vacancy Lease** - is charged to tenants signing a new lease. This is known as a vacancy allowance. The landlord charges this allowance (also decided by the RGB) whenever a rent stabilized tenant leaves an apartment and a lease is given to a new tenant. Please refer to the special provisions for vacancy leases within the RGB Chart. (https://www1.nyc.gov/site/rentguidelinesboard/rent-guidelines/vacancy-leases.page)
**Preferential Rents** - Preferential Rent is rent that is charged to a tenant that is lower than the Legal Rent. The Legal Rent is the rent listed for the apartment on the lease and with NYS Housing & Community Renewal and it follows the allowable Rent Guideline Increases. You should call HCR 718-739-6400 to ask for a Rent History as soon as you move into your apartment.

Be aware that unless the Preferential Lease Agreement states that the tenant will receive a Preferential Rent for the Term of Their Tenancy, the Preferential Rent will only be for the term of the lease, just one or two years. The landlord may renew your Preferential Rent for a few Lease Renewal periods and then stop. Then, your Lease Renewal will be at the Legal Rent, which can be hundreds of dollars more and an amount that you cannot afford – forcing you to have to move.

The way Preferential Rents work can confuse tenants. Tenants that receive Preferential Rents often feel that they cannot complain about necessary repairs because the Landlord will be angry and not renew their Lease at the Preferential level.

Call Central Astoria to discuss this important issue at 718-728-7820.

**The Fair Market Rent Increase** is charged to the first new tenant of an apartment that was formerly occupied by a rent controlled tenant. When a rent controlled tenant moves out of an apartment in a building with at least 6 units, that apartment is "decontrolled" and becomes subject to rent stabilization. The fair market rent is then charged to the first tenant who moves into the decontrolled apartment. This increase is only charged once, and is only charged to the **first** new rent stabilized tenant. However, the increase does become a permanent part of the base rent that is charged to all future rent stabilized tenants. When a fair market rent increase is charged, the landlord must send the tenant a “Notice of Initial Legal Registered Rent” by certified Mail/Return Receipt Requested. The tenant can file a “Fair Market Rent Appeal” within 90 days after the landlord has mailed the Notice. If the tenant fails to file an appeal within the 90-day period, then the rent registered by the landlord will be considered to be the correct rent by the HCR, even if the landlord registered an illegal rent. Only the first rent stabilized tenant of a newly decontrolled apartment can file this appeal.

**Individual Apartment Improvements** - In addition to the rent increases outlined above, landlords may charge tenants with certain other increases if they provide new services or equipment.
(such as a new stove or refrigerator), or if they make improvements to an apartment that go beyond normal maintenance or repair. However, these rent increases cannot be charged unless the landlord has received the tenant’s written consent first. On the other hand, a landlord is not required to provide new services or equipment, or to make improvements to an apartment beyond normal repairs and maintenance, and may, in fact, refuse to do so unless the tenant gives written consent allowing the landlord to charge a rent increase.

Once permission has been obtained from the tenant, the landlord may charge a per month rent increase equaling up to 1/40th (if 35 apartments or less) or 1/60th (36+ apartments) of his/her costs, including installation costs. The costs of financing the improvements cannot be included. So, for example, if a tenant requests the installation of a new refrigerator costing $400.00, the rent can be raised by $10.00 per month (1/40th of $400.00). This increase will remain in effect for as long as the tenant continues to occupy the apartment. Furthermore, the increase will become part of the base rent that is charged to any new tenant of the apartment.

For rent stabilized tenants, official HCR approval is not required before the landlord can collect an increase; only the tenant's written consent is needed.

For rent controlled tenants, official approval from the HCR, in addition to the tenant's written consent, is required before the landlord can collect any rent increases for individual apartment improvements.

If a rent controlled tenant does not want new equipment because it will result in a rent increase, then the tenant should absolutely refuse the equipment even if the landlord claims that he will not request a rent increase for it. According to the HCR, if a tenant accepts the new equipment, and uses the equipment, it may constitute an "implied" consent on the part of the tenant, and the HCR could grant a rent increase to the landlord even though the tenant made it clear that he/she did not want the new equipment if a rent increase would result. According to the HCR, tenant consent for new equipment or
improvements may be "express" or "implied." "Express" consent indicates written consent. "Implied" consent would occur when the tenant accepts and uses the new service, or equipment, even though written consent was not given. If the tenant accepts the new equipment but refuses to give "express" consent, or, sign a statement of consent, the landlord may try to get a rent increase by applying to the HCR, claiming that "implied" consent for the rent increase was given by the tenant. However, the tenant will have an opportunity to dispute the landlord's request for the rent hike. In any case, the rent controlled tenant should express in writing to the landlord that he/she absolutely does not want the new equipment if he/she must pay a rent increase, in order not to get trapped into paying a rent increase. Or, better yet, the tenant should get a statement in writing from the landlord that the landlord agrees not to apply for a rent increase from the HCR for the new equipment.

For new tenants, neither HCR approval, nor written consent from a new tenant, is required for the collection of individual apartment improvement rent increases when new services or equipment are provided, or when improvements are made, while the apartment is vacant.

MAJOR CAPITAL IMPROVEMENTS (MCI) - One of the most common types of rent increases that landlords apply for are based on providing Major Capital Improvements (MCI). When a landlord substantially rehabilitates a building, or replaces or adds a service that is building-wide, an application can be made to NYS HCR to award the landlord an MCI rent increase. The key here is that the new service, repair, or improvement must be building-wide. It must provide a benefit to all of the tenants in the building. For example, if the landlord repaired a badly leaking roof, replaced the boiler, or installed a new intercom system, these would qualify as "eligible" Major Capital Improvements.

SPECIAL NOTE FOR SENIOR CITIZENS AND PEOPLE ON DISABILITY: Your MCI may result in your eligibility to have your rent frozen through the Senior Citizen Rent Increase Exemption (SCRIE) program and the Disability Rent Increase Exemption (DRIE). If you
are eligible, you may be exempt from having to pay MCI increases as well as some other rent increases.

Those senior citizens and people on disability who currently hold valid SCRIE and DRIE certificates are exempt from paying MCI increases.

In order to collect rent increases for these building-wide improvements, the consent of individual tenants is not required, although many landlords will ask tenants to sign consent forms in an effort to win quick approval of an MCI rent increase from the HCR. Before a landlord can charge tenants for any MCI work, the landlord must file an application requesting HCR approval.

**Eligible Improvements** - The installation of equipment which provides building-wide services, structural changes or improvements required for the operation, preservation, and maintenance of the building, or substantial rehabilitation in which several major systems (i.e., plumbing, wiring, etc.) are replaced at the same time qualify as Major Capital Improvements. These improvements must all be considered depreciable under the U.S. Internal Revenue Code as well. Furthermore, all eligible work must have been completed within 2 years immediately prior to the date that the landlord applies for the MCI increase. Work that was completed more than 2 years before the submission of an application to the HCR will be held ineligible, even if the work otherwise qualifies under the HCR’s "Schedule of Major Capital Improvements."

Cosmetic improvements generally don't qualify for MCI increases unless they represent work that is directly related to the MCI (e.g., replastering and painting of walls, after installing a new electrical system, would qualify as an eligible cosmetic improvement). All cosmetic work must be done within a reasonable time after the MCI has been completed.

All work relating to the MCI must be completed before the landlord submits his/her application to the HCR.
Increases for work that has not been completed at the time that the landlord submits his/her application will be disallowed.

**Schedule of Major Capital Improvements**

**AIR CONDITIONING** - new central system; or individual units set in sleeves in the exterior wall of every housing accommodation (i.e., apartment); or air conditioning circuits and outlets in each living room and/or bedroom (SEE REWIRING).

**AIR-CONDITIONER OUTLET** - new air-conditioner outlet.

**ALUMINUM SIDING** - installed in a uniform manner on all exposed sides of the building.

**ASBESTOS ABATEMENT** - in conjunction with other MCI work such as replacing the boiler, repiping, new roof, etc.

**BATHROOM MODERNIZATION** - complete renovation including new sinks, toilets, bathtubs, and/or showers and all required trims in every housing accommodation.

**BOILER AND/OR BURNER** - new unit(s) including electrical work and additional components needed for the installation.

**BOILER ROOM** - new room where none existed before; or enlargement of existing one to accommodate new boiler.

**CATWALK** - complete replacement.

**CHIMNEY** - complete replacement or new one where none existed before including additional components needed for installation.

**COURTYARDS AND WALKWAYS** - concrete resurfacing of entire original area within the property lines of the premises.

**DOORS** - new lobby front entrance and/or vestibule doors; or entrance to every housing accommodation; or fireproof doors for public hallways, basement, boiler room, and roof bulkhead.

**ELEVATOR UPGRADING** - including new controllers and selectors; or new electronic dispatch overlay system; or new elevator where none existed before, including additional needed components for the installation.

**FIRE ESCAPES** - complete new replacement including new landings.

**GAS HEATING UNITS** - new individual units with connecting pipes to every housing accommodation.

**HOT WATER HEATER** - new unit for central heating system.

**INCINERATOR UPGRADING** - including a new scrubber.

**KITCHEN MODERNIZATION** - complete renovation including
new sinks, counter tops, and cabinets in every housing accommodation.

**MAILBOXES** - new replacements and relocated from outer vestibule to an area behind locked doors to increase security.

**PARAPET** - complete replacement.

**POINTING AND WATERPROOFING** - as necessary on exposed sides of building.

**REPIPING** - new hot and/or cold water risers, returns, and branches to fixtures in every housing accommodation, including shower bodies, and/or new hot and/or cold water overhead mains, with all necessary valves in basement.

**RESURFACING OF EXTERIOR WALLS** - consisting of brick or masonry facing on entire area of all exposed sides of the building.

**REWIRING** - new copper risers and feeders extending from property box in basement to every housing accommodation; must be of sufficient capacity (220 volts) to accommodate the installation of an air conditioner circuits in living room and/or bedroom.

**ROOF** - complete replacement, or roof cap on existing roof installed after thorough scraping and leveling as necessary.

**SOLAR HEATING SYSTEM** - new central system, including additional components needed for the system.

**STRUCTURAL STEEL** - complete new replacement of all beams, including footing and foundation.

**TELEVISION SYSTEM** - new security monitoring system including additional components needed for the system.

**WASTE COMPACTOR** - new installation(s) serving entire building.

**WASTE COMPACTOR ROOM** - new room where none existed before.

**WATER TANK** - new installation(s) where none existed before.

**WINDOWS** - new aluminum framed windows. Wood framed windows allowed only for landmark buildings.

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**CALCULATING MCI INCREASES**

The computations for MCI increases are based on a five year (or sixty month) period of amortization (the amount of time it takes to pay for the total cost) of the verified, reasonable costs of the MCI. The cost of the improvement would be spread out over 7 years (or 84 months) depending on when the application for the
MCI is made. In general, the allowable rent increase for an MCI can be expected to equal up to 1/84th of the landlord's total costs, including installation. Financing costs are excluded (e.g., the interest that the landlord must pay on any loan he took out to finance the MCI is not included in the rent increase).

After dividing the total cost of the MCI by 84 months, the HCR then divides the resulting figure again by the total number of rooms in the building (windowless kitchens less than 59 sq. feet, an enclosed area with a window less than 60 square feet, an enclosed area without a window less than 80 square feet, and bathrooms are not included).

Let's say, for example, that the total allowable cost of the MCI, which was completed and applied for on November 1, 2005, is $336,000. There are 125 rooms in your building, and 4 rooms in your apartment. Here is how the HCR would calculate the MCI rent increase for your apartment:

$336,000 divided by 84 months = $4,000
$4,000 divided by 125 rooms = $32
$32 times 4 rooms = $128
The total rent increase comes to $128.00 per month.

**SPECIAL NOTE:** MCI rent increases are permanent. The MCI increase becomes a part of your base rent and affects future rent increases, even though the actual cost of the MCI is recovered by the landlord after 84 months. Because it becomes a permanent part of the base rent, it will affect future rent increases. The HCR allows the rent increase to become permanent in spite of the fact that the increase is specifically calculated in such a way as to insure the landlord a full return of his/her costs after 7 years. Thus the landlord is assured of making a profit on the MCI above and beyond the fair rate of return he/she is granted annually by the Rent Guidelines Board. However, there is a "cap" for rent stabilized and rent controlled tenants. Neither rent stabilized, nor rent controlled tenants, may be charged the entire MCI increase all at once if that increase exceeds a certain percentage of the tenant's base rent.

**PLEASE NOTE:** The MCI order issued by the HCR is
based upon two dates that the tenant must bear in mind: the "effective" date and the "collectible" date. The "effective" date is usually about 30 days after the landlord's application is served on the tenants by the HCR. The "collectible" date is the date that the tenant will first be charged the increase. Because of the time lapse between the "effective" date and the "collectible" date, which is often quite significant, changes in the tenant's rent may have already occurred (i.e., the tenant has signed a renewal lease). It is important to keep in mind that the calculations for your rent increase must be based upon the rent you paid at the time of the "effective" date of the increase and not the "collectible" date.

Following are separate examples for rent stabilized and rent controlled tenants to help calculate the phasing in of MCI increases if that increase exceeds the "cap."

**RENT STABILIZATION** - The "cap" may not exceed 6% of the rent stabilized tenant's base rent yearly. Let's say for example, that your rent is now $850 per month, but at the time of the "effective" date, it was $800 per month and your MCI increase is $128.00 per month. That makes the $128.00 increase worth 16% of your rent (during the effective date). This 16% will be phased in at an annual rate of 6% of your monthly rent. Another 6% will be added each year until the total of the increase equals the 16% (or the total increase of $128.00). It is important to keep in mind that the calculations for your rent increase are based upon the rent you paid at the time that the landlord submitted his/her application to the HCR. Following is how you would calculate the phasing in of the MCI:

**FIRST YEAR**

PREVIOUS RENT = $800 per month  
6% of $800 = $48 per month (MCI)  
CURRENT RENT = $850  
NEW RENT = $850 + 48 = $898

**SECOND YEAR**  
$898 + 48 (another 6% for MCI = $946
After 3 years the total amount of the MCI increase of $128 is reached. Don't forget that you will also be charged the usual lease renewal increases in addition to the MCI increases. So, if you were to renew your lease in the second year, for example, your renewal lease would be based on $978.

**Retroactive Increases** - If your landlord's application for an MCI is approved, the increase will take effect 30 days after his/her application is served on the tenant by HCR. This is the "effective" date. The temporary retroactive increase covers the time period between the tenant’s date of notification and agency’s approval order. Since your landlord can't actually charge the rent increase until after the application has been approved, the HCR therefore allows your landlord to collect a portion of the approved rent increase retroactively from rent stabilized tenants. (Rent Controlled Tenants do not pay any retroactive increases.)

As with the regular portion of an MCI increase, your landlord can only collect a 6% increase - again based on the rent you paid at the time the landlord applied for an increase - in order to recover the retroactive portion of the MCI. However, the retroactive increase is a surcharge. It does not become a permanent part of your rent, it cannot be used as a basis for calculating future rent increases, and once the retroactive portion of the increase is paid off, it is removed from your rent bill.

Once again, let's use our previous example. The MCI increase is $128 per month and the rent paid at the same time of the application was $800 per month. In this example, we'll say that the landlord is entitled to a retroactive increase for 9 months (i.e., it took the HCR 9 months to approve his/her application). Remember that all increases are to be phased in a rate of 6%. Here is how your retroactive increase would be calculated:

$128 x 9 months = $1,152 (Total Amount Retroactive Owed)

Now figure out 6% of your monthly rent at the time of the application:
6% of $800 = $48

Now you can determine how long it will take you to pay off the retroactive increase by dividing the total amount owed by the monthly amount of the increase.

$1,152 divided by $48 = 24 months

So, after 24 months, the retroactive portion of your MCI increase will have been paid off and removed from your rent bill.

SPECIAL NOTE REGARDING TENANTS WHO MOVE IN OR OUT AFTER AN MCI INCREASE HAS BEEN APPROVED: If a rent stabilized tenant moves out of his/her apartment BEFORE the retroactive portion of the MCI increase is paid off, that tenant - not any new tenant who may move in afterwards - becomes immediately responsible for paying off the balance of the MCI arrears. If the vacating tenant fails to pay the balance, the landlord can legally keep part or all of the tenant's security deposit as compensation for the unpaid arrears.

If you are the FIRST rent stabilized tenant to move into a NEWLY DECONTROLLED apartment, you will not have to pay any MCI increases that may have been approved. The reason for this is that the Fair Market Rent Increase that is charged to tenants of newly decontrolled apartments is assumed by the HCR to be large enough to cover the cost of any or all currently approved MCI's.

Any tenant who moves into a rent stabilized apartment that is NOT NEWLY DECONTROLLED will be immediately charged the full MCI increase upon moving into the apartment. However, in order for the landlord to legally collect the MCI increase from a new rent stabilized tenant, the landlord must have included in that tenant's lease a specific provision regarding the existence of a pending application with the HCR, the basis for the application, and that any increase granted pursuant to a HCR order would be effective during the term of the tenant's lease. A rent stabilized tenant who
moves in while the MCI increase is in effect will be charged the full amount of the MCI increase, along with the other appropriate vacancy rent guidelines increases. See Rent Stabilization in this Chapter.

**RENT CONTROL** - MCI increases for rent controlled tenants are assessed at a rate of 15%. First, we must figure out the total monthly rent increase for your apartment. This part of the calculation is the same as the one we used for rent stabilized apartments.

\[
\begin{align*}
\text{\$336,000 divided by 84 months} & = \$4,000 \\
\text{\$4,000 divided by 125 rooms} & = \$32 \\
\text{\$32 times 4 rooms} & = \$128
\end{align*}
\]

Let's assume you are paying \$450 per month for your apartment, but at the time of the "effective" date, the rent was \$400 per month. That makes the \$128 increase worth 32% of your rent (during the effective date). This 32% will be phased in at an annual rate of 15% of your monthly rent. Following is how you would calculate the phasing in of the MCI:

**FIRST YEAR**

PREVIOUS RENT = \$400 per month  
15% of \$400 = \$60 per month (MCI)  
CURRENT RENT = \$450 per month  
NEW RENT = \$450 + \$60 = \$510

**SECOND YEAR**

\$510 + \$60 (another 15% for MCI) = \$570

**THIRD YEAR**

\$570 + \$8 (remaining balance due for MCI) = \$578

After 3 years the total amount of the MCI increase of \$128 is reached.

Remember that the MCI increase becomes a permanent part of the rent controlled tenant's Maximum Base Rent (MBR), and, on
top of the MCI increase, the tenant will also be charged the annual 7 ½% increase. If the full amount of the MCI increase, as in the previous example, exceeds 15% of the tenant's MCR, the full amount of the MCI increase will be added on to the MBR, and phased into the MCR.

Rent controlled tenants do **NOT** pay any retroactive rent increases.

**J-51 Benefits** - If you are a rent controlled tenant whose landlord has received J-51 tax abatement benefits for the rehabilitation of your building, you are entitled to get a pass-along from those benefits. Your MCI increase can be decreased by an amount equal to two-thirds of the landlord's monthly property tax savings. Usually, the HCR automatically adjusts the rents of tenants who are entitled to the pass-along. However, there is often a backlog of cases that require the adjustment, so it could be some time before you actually see any reduction reflected in your rent.

**Challenging MCI Increases** - Tenants who want to challenge, must hire an independent licensed architect or engineer in order to rebut the landlord's application. A licensed architect or engineer is not required, if 51 percent of the tenants challenge a landlord's application for MCI.

Tenants may challenge a landlord's application for MCI rent increases on the grounds that the work is ineligible, incomplete or ineffective, that the work is not building-wide, that the information contained in the landlord's application is incorrect or false, or that the tenants failed to receive notification of the landlord's application from the HCR.

When the landlord files his/her application, the HCR issues a notification to all tenants that also informs them of their right to challenge the landlord's application. Tenants have the right to review the landlord's file, which should include copies of invoices, cancelled checks, building permits, and all of the other papers submitted by the landlord to the HCR that he used to document his/her request for the MCI increase. A copy of this file should be kept with the building superintendent (if the super lives in the building), at the landlord's office, or at the office of the landlord's
managing agent. The file can also be obtained from the HCR Borough Rent Office. Tenants should request access to the landlord's file from the HCR by first contacting the Central Information Services Unit at (718) 739-6400, filing a Request for Access to Public Records Form (Form # FS1), and then following up the written request with a telephone call, since it may take the HCR up to 2 weeks to obtain a copy of the file from the HCR Central Office.

While examining the landlord's file, look for breakdown of his/her costs: is ineligible work, such as routine repairs or cosmetic improvements not directly related to the MCI, included? Check on who did the work; if the MCI's were done by members of the landlord's family, a business that the landlord has a financial interest in, or by the landlord's own employees (such as the super), then the HCR will disallow any rent increases to cover the cost of labor. Check on the "useful life" of any equipment or systems that have been replaced. For example, a boiler is generally considered to have a useful life of about 30 years; if the last boiler was installed only 5 years ago, then you can raise some questions as to whether another replacement is now appropriate. Check on how the MCI was financed: if the building has gone through a co-op or condo conversion, any portion of the MCI that was paid for by the co-op or condo reserve fund will be disallowed. Also, the landlord will not be granted an increase for any MCI's that were financed through fire insurance payments. Finally, check the cost of the work done against "industry standards." Even though the HCR has not developed a cost schedule for MCI's, you can still make a case that part of the landlord's request should be disallowed if his/her costs exceed the average charged by other contractors who do similar work. Tenants have up to 30 calendar days after the date the HCR issues its notice of the landlord's application to file their challenge. Although the HCR is always supposed to give equal weight to all MCI challenges, even if only one tenant bothers to file one, it has been found that the agency usually takes more notice when a large number of tenants file challenges.

Appeals - It usually takes the HCR several months to process a landlord's application for an MCI increase and issue a determination that either grants the landlord's full request, denies the entire request, or grants the landlord an increase on only a
portion of the landlord's claimed costs.

**Petition for Administrative Review (PAR)** - If the tenants fail and the landlord is granted an MCI increase in spite of their objections, tenants can file a Petition for Administrative Review (PAR) with the Commissioner of the HCR. The PAR must be filed within 35 days after an Order granting the landlord an MCI rent increase has been issued. The Order granting the landlord an increase, which is sent to all tenants by the HCR, will include a full set of instructions on how to file the PAR. Proper filing of a PAR will "stay" that retroactive portion of the MCI increase which rent stabilized tenants must pay (i.e., the landlord cannot collect the retroactive rent increase) until the Commissioner makes a final ruling on the tenant's appeal. Since the time frame for ruling on a PAR is variable, it is advisable to keep in contact with HCR.

Generally speaking, tenants cannot raise any new objections to the MCI if they forgot to include them in their original challenge to the landlord's application. However, if tenants uncover new information that was not available to them at the same time they filed their challenge, or if new problems occur with the MCI afterward, tenants can include these facts in their PAR. For example, after tenants filed their challenge, they found out that the landlord's brother-in-law was a silent partner in the company that installed the building's new intercom system, or, 6 months after the intercom was installed, the system was no longer working properly. If the system that the landlord installed is not working properly, the tenants should file a complaint regarding the condition or conditions of the system or other problems in the building or tenant's apartment. An order from the HCR reducing the tenant's rent based on rent-impairing conditions or lack of services, issued prior to approval of the landlord's application for an MCI, could "stay" the MCI increase for the tenants. Any conditions in a tenant's apartment that require repair, which has been neglected by the landlord, should be reported right away to the HCR.

**Article 78** - If the PAR fails and the Commissioner rules in favor of the landlord, tenants still have one more appeal procedure available to them. Under Article 78 of the NYS Civil Practice Law and Rules, tenants can file a Petition for Judicial Review in the NYS Supreme Court. Under Article 78, the
decisions of any State, City, or other local government agency can be appealed for review by the court.

An Article 78 petition must be filed within 60 days after the Commissioner of the HCR has ruled on their PAR. However, tenants can also file an Article 78 petition within 90 days after they have properly filed their PAR; this helps to speed up the appeals process, especially if there is reason to believe that the Commissioner may rule against a PAR. If tenants wish to file an Article 78 petition, it would be wise to obtain the help of an attorney.

**FUEL COST ADJUSTMENTS** - Each year, the NYS Division of Housing and Community Renewal (HCR) allows landlords to pass-on a portion of their fuel costs to rent controlled tenants. Remember that this applies **ONLY TO RENT CONTROLLED TENANTS** and **NOT** to rent stabilized tenants. This fuel pass-along may be adjusted upwards or downwards depending on figures that the HCR publishes each year. The figures determine the amount of the adjustment, or pass-along. Furthermore, this rent increase is a surcharge, and **may not** be added to the tenant’s Maximum Base Rent (MBR) or Maximum Collectible Rent (MCR). In order for the landlord to qualify for fuel pass-along increases, the landlord must submit the correct application forms with HCR by May 1st of each year. If the landlord meets the official filing deadline, the landlord will be able to collect the fuel increases retroactively to January 1st of that year. However, if the landlord misses the deadline, the fuel increase will not take effect until the first day of the month immediately following the filing of the application and the landlord will not be eligible to collect the fuel increase retroactively. Rent controlled tenants can also file challenges to the landlord’s eligibility to collect Fuel Cost Adjustments if improprieties are suspected. The following represents rent controlled tenants’ most common concerns and information regarding fuel cost adjustment notification:

- According to HCR, the notification of the fuel cost adjustment is sent directly to you from the landlord. The landlord must submit the correct application forms with HCR and mail you copies. Therefore, the HCR’s prior approval is not necessary in order for your landlord to begin collecting the increase.
- Some tenants have been concerned about the legality of the forms because they have no docket number. However, no docket number is necessary in order for your landlord to collect a legal increase for fuel. However, if the tenant sends in a challenge to the landlord’s request for a fuel cost adjustment, then the tenant will receive a docket number in response to the complaint. If the completed forms are sent to both HCR and the tenant by May 1st (if this day falls on a weekend, HCR may extend the deadline), the landlord may collect the fuel pass-along retroactively to January 1st. However, if the forms are received after this deadline, the landlord may only begin collecting the first day of the month following the tenant's receipt of the forms. For example, if the tenant receives the forms on May 15th, the landlord may not collect retroactively to January and may not begin to collect the increase until June 1st. Furthermore, if the landlord has filed within the prescribed deadline, and the tenant must pay retroactively to January, the landlord may not demand that the tenant pay the retroactive portion in one lump sum, but rather, the tenant may choose to spread out the retroactive payments over the number of months for which it is owed. For example, if the tenant received proper notification on April 15th, the first payment will be May 1st, and the tenant will owe 4 months for the retroactive increase, which may be spread out over the next 4 months instead of paying it all at once. If the tenant’s fuel cost adjustment went down from last year, then the landlord must refund or credit the tenant with the entire retroactive amount (to January 1st) owed to the tenant in one lump sum. If the report is filed after the deadline (usually May 1st), the fuel cost adjustment decrease is retroactive to January and, in addition, the landlord loses for a period of 12 months, all rent adjustments previously obtained for fuel. In other words, tenants will have their entire fuel pass-along for the previous year taken off their rent bill.

A common problem and source of confusion among tenants seems to be with receiving incomplete forms. If a tenant does not receive Parts I, II, III, and V of the Fuel Cost Adjustment Notice, then it is impossible to determine the accuracy or validity of the fuel increase. Please look at Fuel Cost Adjustment fact sheets 13 and 23 (http://www.nyshcr.org/Rent/FactSheets/orafac13.pdf and http://www.nyshcr.org/Rent/FactSheets/orafac23.pdf.) According to HCR, the landlord must send all Parts of the Owner's Report,
Certification and Notice of Fuel Cost Adjustment Eligibility-1991, or, Form RA-33.10, in order to legally collect a fuel increase. If you are a tenant who has received an incomplete Notice, you should promptly request all of the missing parts from your landlord. Without all of the pages, it is impossible to determine the legitimacy of the fuel pass-along. At this time, the tenant may file a Challenge to the fuel increase based on the landlord's non-compliance with his/her obligation to send you a completed Notice. According to HCR regulations, receiving incomplete forms should render the fuel increase invalid. Be advised however, that the tenant must file his/her Challenge within 33 days of initially receiving Notice of the fuel increase, or the HCR will deny the challenge. On the challenge form completed by the tenant, the tenant should state that not only is the fuel cost adjustment illegal because all four parts were not sent to the tenant, but the tenant should also complain that a complete Notice (parts I through V) was not sent by the deadline date, and therefore the tenant should be exempt from paying retroactively to January. However, according to HCR, just because the landlord sent incomplete forms may not mean that the forms were not served on time. However, this seems to be an "arguable" point and should be included in the tenant's Challenge. Finally, any tenant concerned with the legitimacy of their fuel increase should always double-check the landlord's calculations to make sure that they are mathematically sound.

Landlords often attempt to collect other rent increases or adjustments for a variety of reasons. These increases may include "hardship" increases, and rent hikes won through "voluntary" lease agreements. With the exception of voluntary agreements, all other rent increases must have HCR approval before they can be collected.

**SPECIAL NOTE:** With the exception of Fuel Cost Adjustments, all rent increases for rent controlled tenants must first be approved by HCR.

**Rent Overcharges/Complaint Forms** - Tenants may file complaints for rent overcharges with the New York State HCR for a number of reasons, including a reduction of services, excess security deposit paid, to appeal the fair market value of a recently decontrolled apartment, or for other actual overcharges. These
complaints may result in a correction of the rent records, rent reductions, or refunds. Awards of rent overcharges go back two years for rent controlled tenants. For rent stabilized tenants, awards of rent overcharges go back four years.

Rent stabilized tenants should file complaints regarding any incorrect information about rents and services that the landlord filed with the HCR. Tenants must file their complaints regarding this information within 90 days of receiving their rent registration forms.

Call the NYS Division of Housing and Community Renewal (HCR) at 718-739-6400 to receive any of the following forms referred to in this chapter.

**Tenant's Complaint of Rent and/or Other Specific Overcharges in Rent Stabilized Apartments, Form RA-89.**

**Tenant’s Complaint of Rent and/or Other Specific Overcharges in Rent Controlled Apartments, Form RA-89C** – This form can also be used when an individual tenant seeks information concerning the maximum legal rent.

**Tenant Objection to Rent/Services Registration, Form TC-1.** - Used to file a Fair Market Rent Appeal, and to dispute the accuracy of the Annual Apartment Registration. *Rent controlled tenants should use Form TC-1/RC.*

**Challenge Re: Maximum Base Rent Order, Form RA-94MBR** - For rent controlled tenants only. This form is used to file objections to an Order of Maximum Base Rents (MBR). It cannot be used to register complaints, rather, to object to the eligibility of the landlord who has been granted an MBR order.

**Tenant's Complaint of Owner’s Failure to Renew Lease and/or Failure to Furnish a Copy of a Signed Lease, Form RA-90** - This form is to be filed when a landlord has not supplied the tenant with a lease; a signed and dated lease was not returned to the tenant after 30 days; tenant was not given the option of one or two year lease. *(Rent stabilized tenants only).*
Application for a Rent Reduction Based upon Decreased Service (s) – Individual Apartment, Form RA-81 - Use this form if you want to report a decrease in services in your individual apartment. **Please Note:** Before filing this form, the tenant MUST first notify the owner or agent in writing and the letter MUST be sent by certified mail/return receipt. The tenant must also attach a copy of the letter and the return receipt along with the form. The complaint can be filed between 10 and 60 days after the owner or agent signed for the letter.

Application for a Rent Reduction Based upon Decreased Building-Wide Service (s), Form RA-84 – This form is used to report lack of heat & hot water, no superintendent, inadequate lighting in hallways or other building-wide services or repairs. Other tenants in the building can also join together in this complaint. **Please Note:** As with Form RA-81, before filing this form, the tenant(s) MUST first notify the owner or agent in writing and MUST be sent by certified mail/return receipt. The tenant(s) must also attach a copy of the letter and the return/receipt along with the form. The complaint can be filed between 10 and 60 days after the owner or agent signed for the letter.

**Failure to Provide Heat and/or Hot Water** – Tenant Application for Rent Reduction, Form HHW-1 - (For individual tenant use only). This form is to be used for lack of heat and/or hot water. Along with this form, the tenant must attach a copy of the “Violation Summary Report” from the NYC Department of Housing and Preservation (HPD) confirming that a violation was issued due to lack of heat and/or hot water. To receive this report, the tenant must first call HPD at the New York City Hotline 311 to report the problem. If the inspector does find that the building is lacking in heat and/or hot water, HPD will issue the report and mail it to the tenant.

**Tenant Affirmation of Non-Compliance, Form RA-22.1** – This form is used in RA-81, RA-84, and HHW-1 complaints when a landlord fails to restore services following a HCR order to do so.
**Tenant's Statement of Complaint(s), Harassment, Form RA-60H** – This form is used when a tenant is victimized by the landlord or his/her agents. For example, forcing the tenant out because the landlord seeks much higher rent, or retaliation against a tenant who has asserted his/her rights by complaining about a lack of required services or repairs in the building.

**Petition For Administrative Review (PAR), Form RAR-2** – This form is to be used in order to appeal an Order of the HCR. The form MUST be filed no later than 35 days after the date the Order was issued.

**Request for Access to Public Records, Form FOIL-1** - This form is used to request HCR records regarding files relating to the tenant's apartment.
CHAPTER 4

UTILITIES--
TELEPHONE, GAS AND
ELECTRIC

RIGHT TO SERVICE - Utility service must be provided unless an unpaid utility bill remains from a previous account in the tenant's name. Tenants cannot be denied service because of unpaid bills left by a prior tenant. Tenants with outstanding bills may wish to contact their utility company and make arrangements to enter into a deferred payment plan. The NYS Public Service Commission will assist tenants with utility related problems.

UTILITY DEPOSITS - Utilities may not require deposits from residential customers unless they are delinquent in their current payments.

SHUT-OFFS - Utility companies must give a Final Notice of Termination, in writing, to the tenant at least 15 days before utilities are actually shut off. Services can be discontinued to an apartment only if:

1. Unpaid balances remain for services received during the prior 12 months; or

2. If the tenant has failed to maintain payments under a deferred payment plan.

When a landlord of a multiple dwelling is delinquent in paying gas or electric bills, the utility must give advance written notice to the tenants and certain government agencies of the utility's intent to discontinue service. When tenants receive notice that the electricity for public areas of the building will be shut off, that means that heat and hot water services will also be discontinued since the trigger mechanisms for boilers, burners, and hot water heaters are all run by electricity. Therefore, it is important to have electric service restored quickly. The law permits tenants to pay the landlord's outstanding bill and deduct the payment from their rent. Service may not be discontinued if the tenants make the
payment directly to the utility company. If service is discontinued because of the landlord's failure to pay a bill, tenants are entitled to recover damages from the landlord.

**Shut-Offs Disallowed** - Shut-offs can be performed only between 8:00am and 4:00pm, Monday through Thursday. Utility services cannot be discontinued on Friday, Saturday, Sunday, holidays, or the day before a holiday. A termination notice can be canceled or postponed by providing the utility company with a written doctor's certification that the lack of services will aggravate an existing emergency medical condition.

**RECONNECTING SERVICES** – Utility services must be reconnected within 24 hours after the payment of arrears, or within 24 hours after signing a deferred payment plan and making the required down payment.

**WHEN THE BOILER RUNS OUT OF OIL** - When a landlord fails to keep a boiler sufficiently supplied with oil, a tenant, or tenants may contract with an oil dealer for deliveries. Tenants may pay the dealer directly for the oil, and deduct these payments from their rents.

**TRUTH IN HEATING** - Before signing a lease requiring payment of individual heating and cooling bills, prospective tenants are entitled to receive a complete set, or summary, of the past 2 years' utility bills, relating to the costs for his/her apartment. These copies must be provided to the tenants free of charge.
CHAPTER 5

COOPERATIVE AND CONDOMINIUM CONVERSIONS

DEFINITIONS

COOPERATIVE (CO-OP) - A private corporation that owns the land and property where cooperative apartments are located. The "owner" of an apartment in a cooperative building is actually the owner of shares in the corporation, which confer upon the owner a proprietary lease. This lease entitles the owner/tenant the right to occupy a particular apartment in the building. The proprietary lease further outlines the rights and responsibilities of both the owner/tenant and the cooperative corporation. The owner/tenant, however, does not actually "own" the apartment.

CONDOMINIUM (CONDO) - An apartment that is sold as a separate parcel of real estate. The owner/tenant of a condominium apartment buys the apartment in the same manner as another person would buy a home. The owner/tenant holds a deed for the apartment, and also owns an undivided interest in the common areas of the building and the land on which it is located.

RED HERRING - The proposal that describes the sponsor's plan for establishing a cooperative or condominium. A red herring must be filed with the NYS Attorney's General Office for approval. It is not a final offering, and it is subject to change at any time between the date that it is filed and the date that the Attorney General issues his/her approval.

BLACK BOOK - The final offering plan, issued by the sponsor after the Attorney General has approved a proposal to establish a cooperative or condominium. The black book details for prospective buyers such information such as the prices of the apartments for sale, fees and charges, and a description of the
property, services, maintenance, and proposed and/or completed improvements.

THE CONVERSION PROCESS

THE RED HERRING - When the owner of an existing apartment building wants to convert the building to a co-op or condo, a red herring must be prepared first and filed with the Attorney General's Office. A copy of the red herring must also be issued to each tenant in the building. By law, an engineer's report, a financial statement, a projection of costs, a list of mortgage terms, and a list of prices for apartments and projected maintenance charges must be included in every red herring. As long as the red herring contains all required information, and as long as that information is true and accurate, the Attorney General must approve it. It takes the Attorney General's Office up to 6 months to either approve or reject the sponsor's red herring. During this time, the sponsor cannot sell any apartments.

It is during this stage, while the Attorney General is reviewing the red herring, that the tenants currently in residence have the opportunity to either challenge the sponsor's proposal or negotiate for a better deal to purchase their apartments (tenants in residence have the first rights to purchase their apartments after the red herring has been approved).

Tenants who do not want to purchase their apartments should join together to form a tenant association in order to challenge the red herring and protect their interests and rights. Likewise, if you are interested in buying your apartment, you might form a tenant association to negotiate for a better purchase deal. Either way, you may want to contact an attorney for assistance.

The red herring may propose that the conversion be carried out under one of two methods: an eviction plan or a non-eviction plan.

EVICITION PLANS - Under an eviction plan, the sponsor has the right to evict non-purchasing tenants. However, senior citizens and disabled persons cannot be evicted if they meet certain eligibility requirements. At least 51% of the bona fide tenants currently in residence (excluding senior citizens and
disabled tenants) must agree to purchase their apartments before the plan can be declared effective. The sponsor cannot start eviction proceedings until either the tenant's lease has expired or until 3 years after the conversion has been declared effective whichever is later. Rent controlled tenants may only be evicted if the owner of their apartment or the owner's immediate family intends to occupy the apartment.

**Non-Eviction Plans** - Under a non eviction plan, the sponsor must obtain agreements to purchase 15% of the apartments. These purchase agreements may come from either tenants currently in residence, or from non-residents who announce that they intend to occupy the apartment or have immediate family members occupy it. This percentage may include sales of occupied or vacant apartments by outside purchasers.

However, unlike eviction plans, non-purchasing tenants have the right to remain in their apartments—even if they are sold to an outside purchaser—and they continue to enjoy all of their rights under rent control and rent stabilization. This includes, for rent stabilized tenants, the right to obtain a lease renewal. Non-purchasing tenants also continue to enjoy all of the rights previously discussed in Chapters 1 and 3 including the right to repairs and services.

Any tenant who rents an apartment directly from the individual or group of shareholders, after a non-eviction plan has been declared effective, is protected under the laws governing unregulated apartments discussed in Chapter 2.

**REMINDER:** A rental tenant and an unregulated tenant, is not protected against eviction or rent increases unless a lease is issued.

**THE RIGHTS OF SENIOR CITIZENS AND THE DISABLED**

**Senior Citizens** - If you are at least 62 years old at the time that the sponsor files the red herring with the Attorney General, and your building is being converted under an eviction plan, you can file for a special exemption that will protect you from eviction
if you decide that you don't want to purchase your apartment. When you receive your copy of the black book, it will contain a copy of the form that you must file to qualify for this exemption. You must complete this form and submit it to the sponsor or the sponsor's representative, not the Attorney General, within 60 days after you receive your copy of the black book.

**Disabled Persons** - Disabled persons living in buildings converted under an eviction plan may also file for an exemption from eviction. You must meet all four of the following conditions:

1. You (or your spouse) must have an impairment which results from an anatomical, physiological, or psychological condition—excluding an addiction to alcohol, gambling, or any controlled substance—which is demonstrable by medically acceptable clinical and laboratory diagnostic techniques;

2. The impairment must be expected to be permanent;

3. The impairment must prevent the tenant from engaging in any substantial, gainful employment; and

4. You (or your spouse) must state that you do not choose to purchase your apartment.

As with senior citizens, a special form will be included in your copy of the black book. This form must be completed and submitted to the sponsor or the sponsor's representative within 60 days.

**BUT WHO IS MY LANDLORD?**  Technically speaking, if your apartment is owned by an outside purchaser, that purchaser is your landlord. This means that every tenant who has his/her apartment bought by an outside purchaser has his/her own, individual landlord; every tenant in the building could
end up with a different landlord who is owed the rent, and who is responsible for making repairs and providing services to only one apartment. However, since this doesn't allow for the most efficient means of running the building, a managing agent is usually hired to handle the entire operation. Therefore, rent is generally paid to a managing agent who, in turn, is responsible for turning your rent over to your landlord and the managing agent will also be responsible for making repairs and maintaining all building services.

**THE BLACK BOOK** - Once the red herring—with any changes made by the Attorney General, and any amendments filed by the sponsor, including changes negotiated with tenants—is approved, then the black book is issued. This is the sponsor's final offering—his/her sales document. All tenants in residence at the time that the black book is issued must be given a copy of the book by the sponsor.

**DECLARATION OF EFFECTIVENESS** - Once the sponsor has sold the required number of apartments (51% under an eviction plan, 15% under a non-eviction plan), the conversion can be declared effective, and the sponsor can make preparations for the closing that will transfer ownership of the building to the condominium or cooperative corporation and its board of directors.
CHAPTER 6

HOUSING COURT

All court actions in landlord/tenant disputes are initially brought before the Civil Court of New York City. In response to a tremendous increase in the number of landlord/tenant cases that began to appear in the Court, the NYS Legislature passed a law in 1972 that created a separate Housing Part of the Civil Court to handle these cases. The Housing Parts, commonly referred to as the City's Housing Courts, or Landlord & Tenant Court, are located in all five boroughs and literally handle hundreds of thousands of landlord/tenant cases every year. Each Housing Court follows the same basic procedures, although some minor differences can be seen from borough to borough.

The vast majority of cases are settled out in the hallways or in a conference room. On the few occasions that you might have to appear before a judge, it will usually be for a short period of time, often no more than a few minutes. Very few cases actually go to trial, and those cases that do go to trial are conducted without a jury.

TYPES OF COURT ACTION - The three most common types of cases that are heard in Housing Court is the Non-Payment proceeding, the Holdover, and the Housing Part Action. Other actions include Orders to Show Cause and 7A Petitions. Landlord-initiated actions against tenants can be Non-payment proceedings or Holdovers. A Holdover is an action brought against a tenant for a reason other than failure to pay rent. Tenant-initiated actions include the Housing Part Action (HP Action) and the 7A Petition. These actions are brought by tenants in response to conditions in the tenant(s) building or apartment(s).

The Non-Payment Proceeding - In this type of action, the landlord is asking the Court to grant him payment of back rent or other legal charges that the tenant has allegedly failed to pay. The only time that an eviction will be ordered in a non-payment case is if a tenant fails to make any payments to a landlord that have been ordered by a judge.
The Holdover - As the name implies, Holdover petitions were originally lawsuits filed by landlords against tenants who failed to move out of their apartments when their leases expired—in other words, their tenancies were "held over" beyond the end of the lease. Today, a Holdover proceeding is an eviction action, in which a landlord seeks to regain "possession" and use of an apartment from a tenant, brought against a tenant for any reason other than non-payment of rent. For example, the tenant is a nuisance, the landlord wants the apartment for his/her or his/her family's use, the tenant refused to give access to the landlord in order to make repairs, etc.

The Housing Part Action (HP Action) - This is a lawsuit brought by tenants against landlords to force the restoration of repairs and/or services in a building. In an HP action, the tenants are not only asking the Court to order the landlord to make repairs and provide services, they are also suing the City—in particular, the Department of Housing Preservation and Development (HPD)—for failing to enforce the Housing Maintenance Code.

Order to Show Cause - This is an action that is usually filed by tenants who are in immediate danger of being evicted. An Order to Show Cause requires a landlord to appear in Court and explain why a particular eviction should be allowed to be carried out, or, why the tenant should be given an extension of time to comply with a court order.

7A Petitions - In cases where a landlord has deliberately failed to maintain his/her building, has been grossly negligent, or has otherwise been unwilling or unable to properly manage his/her property, tenants may file a 7A Petition in Housing Court asking the judge to appoint an Administrator to take over management and operation of the building in place of the landlord. When a 7A Administrator is appointed, the landlord is forbidden, by the order of the judge, to collect rents, assess rent increases, rent out vacant apartments, evict tenants, or have any other hand in the operation and the management of the building until he/she can prove to the Court's complete satisfaction that he/she is willing and financially able, to resume management of
the property in a responsible and professional manner. In the meantime, the landlord is still responsible for paying all property taxes, mortgages, and any other outstanding loans and obligations. The 7A Administrator is responsible for collecting rents and using the rent money to provide services and make repairs as required by the Housing Maintenance Code and evict tenants when necessary.

THE PROCEDURES OF HOUSING COURT

NON-PAYMENT PROCEEDINGS - Residential rents are usually due on the first day of each month, unless a lease states otherwise. Contrary to popular belief, there is no such thing as a "grace period" for the late payment of rent. Landlords can--and--do--take action against tenants even if the rent is only 1 day late.

3-Day Notice - When a tenant is late paying rent, the landlord must send the tenant a 3-day Notice to Tenant before he can take any other action. This Notice informs the tenant that his/her rent payment (or payments) is late, and that the tenant has 3 days from the day the Notice is received to pay the rent. This Notice further informs the tenant that, if the rent is not paid within 3 days, the landlord will start a Non-payment proceeding in Housing Court.

Petition and Notice of Petition - When the landlord files his/her papers in Housing Court to start a Non-payment proceeding against you, he must also "serve" you with a copy of those court papers. Two papers will be served: a "Petition, Non-Payment" and a "Notice of Petition, Non-payment." You must "answer" the Petition within 5 calendar days after you have been served with these papers--which means that weekends and holidays are included in the 5-day countdown. (For example, you receive court papers on Thursday, so you must answer the Petition by Tuesday, because Saturday and Sunday are included in the 5-day count--even though courts are closed on Saturdays and Sundays). Therefore, when you receive court papers informing you that your landlord has started an action against you for non-payment of rent, you must take it seriously.
**Proper Service of the Non-payment Petition** - When the landlord serves you with a petition for non-payment of rent, he must follow specific procedures established by law. Proper service can be accomplished in one of the following ways:

1. The papers can be handed to you in person.

2. The papers can be handed to any other member of your household who is at least 14 years of age, and additional copies are sent to you by regular mail and by Certified Mail/Return Receipt Requested.

3. A copy of the papers can be taped to your apartment door, or slipped under your apartment door, and additional copies are mailed to you by both regular mail and by Certified Mail/Return Receipt Requested (this is commonly referred to as "Nail and Mail" service).

The landlord must always attempt to serve the papers to you personally before he tries any other method of service. If the landlord fails to serve you with the proper court papers, or if he fails to serve you using any of the methods described above, you can ask the judge to conduct a "traverse" hearing. If the judge rules that you were not properly served, then the landlord's case can be dismissed.

**Answering the Non-payment Petition** - As mentioned above, you must "answer" a petition for non-payment of rent within 5 calendar days after receiving court papers informing you that the landlord is suing you for non-payment. At this point, you may want to consult with an attorney. However, you can file a "pro se" answer: that is, you can file an answer, and represent yourself in Housing Court, without the help of an attorney.

Your first step in answering a Non-payment Petition is to go to the Clerk of the Housing Court. Bring the court papers you were served to the Clerk's office. The Clerk will ask you to state your defenses, or rather, why you haven't paid the rent. If you want to file any counterclaims, such as having violations in your
apartment, you should do so at this time, even if the Clerk does not ask you for this information. The Clerk will then give you a date to appear in court. You will also receive a docket number so you can keep track of your case.

When you are asked to state your defenses, you will tell the Clerk why the landlord should not get what he wants the judge to award him in the Petition. You should always tell the Clerk that you are claiming a "general denial," which means that you deny the truth of the landlord's petition; this will force the landlord to prove his/her entire case before the judge. You can then add any other defenses you may wish to offer, including any of the following defenses that apply to your case:

1. You have already paid all or part of the rent that the landlord claims is owed;

2. The landlord has breached the Warranty of Habitability—you can claim that the landlord failed to make repairs or provide essential services, such as heat and hot water. If you claim a breach of the Warranty, you should also ask the Clerk to schedule an inspection of your apartment before you go to court so that there will be an official record of the bad conditions in your building and apartment;

3. You are being overcharged for your rent—tell the Clerk the amount of rent you believe you should be paying;

4. "Laches," a legal term which means that the landlord has waited too long to take you to court -- if the landlord has waited more than six months before taking you to court, then he may have waived his/her right to collect any rent he may claim that you owe in excess of 6 months.

5. Improper service -- if the landlord did not follow certain procedures required by law when he served you with the Non-payment Petition, the case can be dismissed.
Next, the Clerk will ask you if you want to file any counterclaims. Since the landlord is claiming that you owe him something, the law allows you to "counter" his/her claims by stating whatever you think the landlord owes you. However, if your counterclaims are not directly related to the non-payment proceeding, the judge will usually "sever" them from your case—meaning that you will have to pursue those counterclaims with another case and in another court. Some of the counterclaims that many tenants file in non-payment cases include:

1. Abatement of rent -- when you pay rent, you are paying for services and maintenance as well as for the use of your apartment, so if the landlord has failed to make repairs or provide essential services, you may be entitled to have a portion of your rent paid back to you, or to have your rent reduced, and you may also be allowed to collect an additional payment for your suffering;

2. Rent overcharge -- if your landlord has charged you more rent than has been agreed upon, or that is in excess of what the law allows (for rent controlled or rent stabilized apartments), then you should take the amount of the overcharge and multiply it by the number of months you were overcharged, and request that the landlord repay that amount to you;

3. Failure to pay interest on the security deposit. You can ask the judge to order the landlord to pay you the interest on your security deposit if you have previously asked the landlord to pay you the interest and he has failed to do so;

4. Personal injury or damage to personal property due to the landlord's negligence;

5. Repair and deduct - You may be able to recover the costs of making any repairs in your apartment that the landlord failed, or refused, to make.

**Going to Court** - On the date assigned to you by the Clerk, you must appear in Housing Court at 9:30 AM sharp. You must
go to the Calendar Part Room. Just outside the door of the Calendar Part Room, you will find sheets of paper tacked to a bulletin board. Those sheets list the calendar of cases scheduled to be heard on that day. Look for your docket number on the left-hand side of the calendar, or the title of the case which states both your name and your landlord's name (ie, XYZ Realty vs. Jones); you will then know in what order your case will be called. You can then go into the Calendar Part Room, take a seat, and wait for your case to be called. If you are ready to have your case heard, stand up and answer, "Ready!" when you hear the calendar clerk call your case. If you are not ready to proceed with your case (e.g., you want some extra time to get an attorney, you are waiting to receive information that will help your case, or you have some family or business emergency that requires your immediate attention), you should stand up and answer, "Application!" The case will either be called again, or you will be required at that time to tell the judge why you want an adjournment. At this time you will have to approach the front of the courtroom so you can explain to the judge why you want to have your case "adjourned." If you are granted an adjournment, you will be given a new date to appear in court. For all practical purposes, as long as you have a reason (see above) for requesting an adjournment, you will not be denied one at your first appearance.

If you are ready to proceed with your case, you will be assigned to a "part" and the calendar clerk will give you the room number for that part. Go to that room immediately and inform the judge's law assistant that you are present and ready to proceed with your case. You will then have to wait for the law assistant to call your case again. You will probably find yourself spending much of your time just sitting and waiting in Housing Court; that is just the way the system operates, so try to be patient.

When your case is called, the law assistant will try to help you and your landlord negotiate a settlement of your dispute. If you agree to a settlement, a "stipulation" will be written up that details the terms of your agreement. The law assistant will then review the stipulation with you and your landlord to make sure that you both understand and accept the terms of the stipulation. If both you and your landlord are satisfied with the agreement, the law assistant will then have both of you sign the document. The stipulation is then sent to the judge for his/her review and
signature. Once the judge has signed the stipulation, it becomes a legally binding agreement for both you and your landlord. Any violation of the terms of the stipulation could result in a citation for contempt of court. A breach of the terms of the stipulation may be very serious and could result in court ordered fines or other penalties. If the law assistant cannot help you to resolve your dispute, then your case will be sent back to the judge, who may order that a trial be held.

**HOLDOVER PROCEEDINGS** - A landlord who starts holdover proceedings is seeking to evict a tenant and regain possession of the apartment. The landlord may use a holdover to evict a tenant for almost any reason other than non-payment of rent: for personal use; because the tenant has broken a provision of the lease; because the tenant has unreasonably refused access for the landlord to inspect conditions or make necessary repairs or improvements; because the tenant has refused to sign a proper renewal lease when offered; because the tenant is using the apartment for illegal purposes; because the tenant is creating a nuisance and/or disturbance to other tenants in the building; because the apartment is not used as the tenant's primary residence; or because the tenant has caused a violation of the Housing Maintenance Code or other relevant housing laws.

**For Tenants of Unregulated Apartments** - It is important to remember that the landlord does not have to give a reason for wanting to evict you if you are not living in a rent controlled or rent stabilized apartment (tenants living in government owned or government assisted housing are also subject to certain rent regulations). However, the landlord must first serve you with a 30-day Notice to Vacate, followed by holdover papers summoning you to court.

**For Rent Controlled and Rent Stabilized Tenants** - Landlords must state their reasons for wanting to evict tenants of rent regulated apartments--that is, they must state a "just cause" for requesting an eviction.

If your landlord alleges that you have violated your lease, that you have caused damage to your apartment, that you are creating a nuisance, or that you are guilty of some other violation, then he/she must first serve you with a 10-day Notice to Cure.
This Notice must clearly inform you of the conditions that the landlord alleges to exist in violation of the legal terms of your tenancy, and it must further inform you that, if you do not "cure," or correct, those violations within 10 days after receiving the Notice, the landlord will then start eviction proceedings against you in Housing Court.

Your landlord might also try to evict you because he wants your apartment for his/her personal use, because he claims that you are not using your apartment as your primary residence (i.e., that you have not lived in your apartment at least 183 days out of each calendar year), or for other reasons that require the prior approval of the NYS Division of Housing and Community Renewal. In order to evict you on these grounds, he must send you a notice during the required 90-150 days Window Period (this is the period in which the landlord must inform you of your right to renew your lease). This notice will inform you of the landlord's intention to deny you a lease renewal, and it will further state that, if you fail to move out of the apartment by the last day of your lease, the landlord will then start eviction proceedings against you. (Senior citizens and disabled persons, and tenants who have lived in their apartments continuously for 20 years or more have an important protection against evictions for personal use, commonly called an owner-occupancy eviction).

**Petition, and Notice of Petition** - As with a non-payment case, the next step is for the landlord to serve you with a copy of the holdover petition. You will again be served with two documents: Petition, Holdover; and Notice of Petition, Holdover. However, unlike the non-payment petition, you will not have to file an answer to the holdover. A court date will appear on the petition, and, as mentioned earlier for non-payments, you must appear in the Calendar Part at 9:30 AM sharp. The landlord must follow the same rules of service as those discussed earlier for the proper service of non-payment petition.

If the holdover involves a simple matter of correcting a violation, you will first be sent to a law assistant to try and negotiate a settlement with the landlord. The procedure is the same as the one you would follow in a non-payment case. If you are unable to negotiate a settlement with the landlord, you may choose to either stand up to the landlord and fight the eviction, or
you may want to try and negotiate for a date to move out of your apartment that will give you enough time to find another place to live. If you can't resolve any of these issues through negotiation, then your case will be sent to the judge, who may then set a date for a trial.

In any event, if your landlord attempts to evict you through a holdover proceeding, it is strongly suggested that you obtain the help of an attorney as soon as possible. A holdover can be a very complicated and complex legal battle, which may require a trial. The help of a lawyer may be essential in order to clarify the legal issues involved, as well as to insure that your rights as a tenant are fully protected.

**HOUSING PART (HP) ACTIONS** - If you have repeatedly informed your landlord that you are in need of repairs in your apartment, or that you are lacking essential services such as heat and hot water, and your landlord has failed to correct the problem, you can start an HP action in Housing Court. In a successful HP action, a judge will order the landlord to make all repairs as required by law. Failure to obey the judge's order could subject the landlord to fines, a jail sentence (very rare and highly unlikely), or both.

**Filing the HP Action** - You can start an HP action against your landlord by filing the proper court papers with the Clerk of the Housing Court. The Clerk will give you the necessary forms and instruct you on how to fill them out. An attorney or your local housing group can also help you fill out these forms:

**AFFIDAVIT** - In the Affidavit, you will fill in your name and the name of your landlord. The affidavit contains your sworn statement that you are the legal tenant of the apartment, and in it you will list all of the conditions that need to be corrected. You must sign the affidavit and have it notarized or sign it in front of the housing court clerk.

**ORDER TO SHOW JUST CAUSE (OTSC)** - The OTSC is the document that orders the landlord to appear in court. You must fill in your name and address as well as the name of the landlord. The
Clerk will give you a court date and fill in the rest of the form for you. The OTSC also orders you to serve the landlord with a copy of the OTSC and the Affidavit. The OTSC must be signed by one of the Housing Court judges. When you have filled out the Affidavit and the OTSC, both documents will be sent to the judge for his/her signature. When the papers are returned to the Clerk, you will be charged a $35.00 filing fee (you may be exempt from having to pay this fee, however; see below). Once you have paid the fee, the Clerk will give you an Affidavit of Service that you must fill out, sign, and have notarized after you have served the landlord (and HPD) with his/her copies of the Affidavit and OTSC. You must also serve these papers by regular mail to the NYC Department of Housing Preservation and Development (HPD), which is automatically a respondent in the action. You must bring the Affidavit of Service to court with you on your appointed date, along with any proof that you may have to show that you served the landlord (e.g., a Certified Mail Receipt).

**WAIVER OF FILING FEE** - If you can't afford to pay the $45.00 filing fee, you may apply for a waiver. You will have to fill out two more forms: an Order Granting Leave to Prosecute as a Poor Person, which must also be signed by the judge; and an Affidavit in Support of Application to Commence Action as a Poor Person, which you must sign and have notarized. If a judge signs your request to prosecute as a poor person, you must mail copies of all of the required paperwork to the NYC Law Department by regular mail.

**ORDER TO SHOW CAUSE (OTSC)** - This should not be confused with the OTSC that was just discussed in connection with filing a Housing Part action. This OTSC is filed when a judge has ordered your eviction and you either want to buy yourself more time, or you have new evidence that may convince the judge to cancel or postpone your eviction. In this case, an OTSC must be filed quickly, since most evictions take place 72 hours after the date that the judge has issued the order granting the
landlord an eviction. If you have been illegally locked out of your apartment and the police are unable to restore you to your apartment, you will have to file a modified form of the OTSC. Your OTSC must be signed by a judge, and your landlord must be served with a copy. The Clerk of the Housing Court or an attorney can help you file an OTSC.

7A PETITIONS - If your building has serious repair and service problems, and your landlord appears to have abandoned the building or be unwilling or unable to correct them, then you can file an application in Housing Court to have a judge appoint an independent Administrator to manage your building in place of the landlord. At least 1/3rd of the tenants in the building must sign a petition requesting that an Administrator be appointed. Interested tenants can call the Community Action/Tenants Assistance Unit of the NYC Department of Housing Preservation and Development (HPD), at (212) 863-8834. A 7A Proceeding is usually undertaken when all other means of trying to get repairs or services have been exhausted. It is strongly recommended that tenants contact a housing attorney regarding this proceeding.
CHAPTER 7

SENIOR CITIZENS & DISABLED PERSONS – SPECIAL RIGHTS

SENIOR CITIZEN RENT INCREASE EXEMPTION (SCRIE) - If you or your spouse are a rent controlled or rent stabilized tenant, aged 62 years or over and you meet certain eligibility requirements, you may qualify for the Senior Citizen Rent Increase Exemption (SCRIE) Program. This program exempts eligible senior citizens from most rent increases, including the annual 7 1/2% rent increase charged to rent controlled tenants, Rent Guidelines Board approved increase charged to rent stabilized tenants, Major Capitol Improvement rent increases, and increases based upon a landlord's economic hardship.

In order to qualify for SCRIE, you and/or your spouse must meet the following requirements: The “head of household” must be 62 years old or older, the combined yearly income of all members of the household must be $50,000 or less, and monthly rent must be at least one-third of the total monthly household income.

This exemption may be carried over from one apartment to another when the tenant moves; this referred to as "portability." You must recertify for SCRIE upon the expiration of each lease in order to maintain your exemption.

For more information on the income eligibility or a SCRIE application, call the NYC Department of Finance, at 311. The application must be filled out and returned to the: NYC Department of Finance, SCRIE Exemption Unit, 59 Maiden Lane, 19th Floor, New York, NY 10038.

DISABILITY RENT INCREASE EXEMPTION (DRIE) - Like the SCRIE program, DRIE will protect people with disabilities who live in rent controlled or rent stabilized apartments, Mitchell Lama Developments that are under the NYC Department of Housing Preservation and Development's Division of Alternative
Management Programs (DAMP), or cooperatives where the mortgage is or once was federally insured under Section 213 of the National Housing Act to be exempt from most rent increases. This program exempts eligible people with disabilities from the annual 7 ½% rent increase charged to rent controlled tenants, Rent Guidelines Board approved increase charged to rent stabilized tenants, Major Capitol Improvement rent increases, and increases based upon a landlord’s economic hardship.

In order to qualify for DRIE, the applicant with the disability must be named on the lease and must also be receiving one of the following financial assistance programs in order to be considered disabled: Federal Supplemental Security Income (SSI); Federal Social Security Disability Insurance (SSDI); US Department of Veterans Affairs disability pension or compensation; or Medicaid-related disability assistance. In addition, the applicant must also meet the following requirements: The household yearly income for an individual must be less than $50,000, and your monthly rent must be at least one-third of the total monthly household income. You must recertify for DRIE upon the expiration of each lease in order to maintain your exemption.

**Please Note:** If the applicant is receiving Supplemental Security Income (SSI), they will automatically meet the income requirements.

For more information on DRIE, contact the NYC Department of Finance or the Mayor’s Office for the Handicapped at the New York City Hotline at 311.

**COOPERATIVES AND CONDOMINIUMS** - Senior citizens and disabled persons who are tenants of buildings undergoing conversion to cooperatives or condominiums under an approved Eviction Plan may refuse to purchase their apartments and still remain in occupancy as fully protected rent controlled tenants, or as rent stabilized tenants with lease renewal privileges. There are no income limitations to qualify for this protection. To be eligible, a senior citizen must be at least 62 years old, or have a spouse of that age, by the date that the NYS Attorney General's Office accepts the Eviction Plan for filing. Eligible disabled persons are those tenants, and/or their spouses, who have impairment due to anatomical, physiological, or psychological conditions that can be demonstrated by medically acceptable
clinical and laboratory diagnostic techniques. These must be conditions that are expected to be permanent, preventing the tenant from engaging in any substantial employment. In order to take advantage of this protection, eligible senior citizens and disabled persons must file a form with the sponsor of the co-op or condo, or the sponsor’s representative, confirming the tenant’s intent to become a non-purchasing tenant, within 60 days after the final Offering Plan--the Black Book--is presented to the tenants.

**OWNER OCCUPANCY EVICTIONS** - Senior citizens and disabled persons living in rent controlled or rent stabilized apartments may be exempt from eviction if the landlord wants to claim an apartment for personal use or owner occupancy. Under owner occupancy, a landlord can evict a rent controlled tenant, or refuse to renew the lease of a rent stabilized tenant, if the landlord wants to move into the apartment himself, or if the landlord intends to move immediate family members or a superintendent into the apartment. However, tenants aged 62 years or over, or a tenant with a spouse who is a senior citizen, and disabled tenants or a tenant with a disabled spouse, cannot be evicted unless the landlord provides an equivalent, or superior apartment at the same, or a lower rent in an area near the tenant’s present apartment. This protection also extends to tenants who are neither disabled nor senior citizens, but who have lived in their rent controlled apartment for at least 20 years continuously. **Please Note: This 20 years rule only applies to rent controlled tenants and NOT rent stabilized tenants.**

**COURT ORDERED EVICTIONS OF SENIOR CITIZENS** - If a landlord wins a court order for the eviction of a senior citizen, it becomes the responsibility of the City Marshall charged with carrying out the eviction to notify the NYC Human Resources Administration, Division of Protective Services for Adults (PSA), of the pending eviction. PSA is responsible for helping the tenant in any way possible in order to prevent the senior from becoming homeless. This may include obtaining financial assistance for the senior (if the eviction was ordered for non-payment of rent), or in helping the senior find new housing.

**DISABLED PERSONS** - People with disabilities are protected against housing discrimination on the basis of mental or
physical disability by federal, state, and local laws. These laws include: Section 504 of the Rehabilitation Act; the Americans with Disabilities Act (ADA); the Fair Housing Act (FHA); the New York State Human Rights Law; and the New York City Human Rights Law. Not only are people with disability protected against discrimination, but are also entitled to reasonable accommodations so that they can use and enjoy their homes.

The Fair Housing Act (FHA) and the NYC Human Rights Law each address the rights of people with disabilities in housing and the responsibilities of housing owners. This pertains to all types of housing, including condominiums, rentals, cooperatives and public housing.

The law states that a housing owner MUST PROVIDE reasonable accommodations:

- Allowing a tenant who is blind to have a guide dog even though the building has a "no pet" policy;
- Installing a ramp should the tenant need increased accessibility into the apartment;
- Installing a visual doorbell for a person with a hearing impairment;
- All doors into and within all premises must be wide enough to allow passage by persons in wheelchairs;
- Reinforcements in the bathroom walls for later installation of grab bars around toilet, tub and shower;
- Usable kitchens and bathrooms must be provided so that a person who uses a wheelchair can maneuver about the space;
- Providing an accessible parking space.

A disabled person who is in need of reasonable accommodation must make his/her request to the owner. If you believe the owner is not treating your request seriously, you can file a complaint with the NYC Human Rights or consult with a local housing group.

**CHAPTER 8**
ASSISTANCE PROGRAMS

STAR - New York State School Tax Relief Program
The STAR program has two types of benefits: Basic and Enhanced. Basic STAR is available to all resident owners of condominiums, and cooperative apartments, as well as 1-, 2-, and 3-family homes. The owners of 4-, 5, and 6-family homes (where the owner lives in the building) could also be entitled to Basic STAR, though the tax exemption will only apply to the portion of the building occupied by the owner. There is no income or age limit for Basic STAR.

Seniors can receive an additional tax reduction through the Enhanced STAR program. They must be age 65 or over as of December 31st of the exemption year for which they are applying, and have an annual adjusted gross income of $86,300 or less.

SCHE - Senior Citizen Homeowners' Exemption
Seniors who own 1-, 2-, and 3-family homes, condominiums or cooperative apartments may qualify for a reduction to their assessed value for that property tax year. Eligible seniors must be age 65 or older by December 31st, i.e., to receive a property tax reduction for July 1, 2017 to June 30, 2018, an eligible senior must have at least turned 65 years of age from Jan. 1, 2017 to Dec. 31, 2018.

Thanks to changes in city and state law, the DHE and SCHE (Senior Citizen Homeowners' Exemption) tax breaks are now available to homeowners with a combined annual income of $58,399 or less.

DHE - Disabled Homeowners' Exemption
Homeowners with low-income who are disabled, can receive a tax reduction similar to the SCHE exemption previously mentioned. The candidate must have a disability, defined as a physical or mental impairment not due to current use of alcohol or illegal drugs.

In cases where a husband and wife, siblings, or registered domestic partners own the property in question, only one owner needs to have a qualifying disability to meet the criteria for DHE.
However, for other types of co-ownership, all owners must qualify as disabled (this is determined by the NYC Department of Finance).

**Note:** To qualify for the STAR, Enhanced STAR, SCHE, or DHE programs, the property must serve as the owner's primary residence. In addition, taxpayers applying for either the Disabled Homeowners' Exemption (DHE) or the Senior Citizens Homeowners' Exemption (SCHE) are only entitled to have one or the other. Homeowners who receive SCHE will automatically receive both Basic STAR and Enhanced STAR benefits. The deadline to file applications for these programs is usually March 15th of every year.

**FOOD STAMP PROGRAM (SNAP)** - In New York State, food support is provided to low-income New Yorkers by the Food Stamp Program. With it, the elderly and the disabled, as well as working families, can increase their ability to purchase food. To receive Food Stamp benefits, a household must qualify under eligibility rules set by the federal government. If household eligibility requirements are met, then proof of an applicant’s statements about household circumstances must be provided.

For most households, the criteria to receive benefits are based on household size, income relative to the household’s size, and some household expenses. For 2018, gross income (before taxes or any deductions) per month and net income (after taxes and deductions) per month are both taken into consideration. If there is someone in your household who is 60 years or older or disabled, only the net income requirement must be met. However, if the entire household receives SSI, TANF, or SNA, then it may not be necessary to meet any of the income requirements. If you qualify, you would begin receiving your benefits within 30 days. The amount of your benefits will depend upon your household size, income, and expenses. Moreover, being part of the Food Stamp Program does not reduce your SSI/disability benefit.

**EPIC** - EPIC is the New York State Elderly Pharmaceutical Insurance Coverage Program. It is a pharmaceutical prescription plan for seniors and those who are eligible, to be able to save on almost all prescription drugs, whether they are brand name or
generic medicines, including insulin and insulin syringes. In order to qualify:
• You must be 65 years of age or older and a New York State resident for at least six months.
• The maximum allowable annual income is $75,000 for singles and $100,000 for married couples.
• You must be enrolled or eligible to be enrolled in a Medicare Part D plan (no exceptions).
• You do not have full Medicaid benefits.

Most pharmacies in New York State accept the EPIC program. Moreover, in conjunction with Medicare Part D (Medicare’s prescription drug plan), or any other limited prescription drug coverage, EPIC can be used in addition to lower your medical drug costs and create greater coverage. If you do qualify for the program, EPIC has two different plans in which to enroll you depending upon your income.

**LIFELINE**- Lifeline is a discount telephone plan established over 20 years ago by the Federal Communications Commission (FCC) as a way for low-income individuals to receive telephone service. With the Telecommunications Act of 1996, the program has been expanded to include both residential and cellular phone service as a way to reach the goal of Universal Service mandated by that law.

At the moment, it is offered in limited geographic areas by a number of phone carriers to qualified customers as a discount on their monthly wireless or residential phone bill.

Lifeline assistance is only available for one phone per household.

Three of the **Lifeline carriers** in the New York area are Verizon, Assurance Wireless, and Safelink. Verizon Lifeline gives a discount on regular home phone service down to one dollar a month, while Assurance and Safelink provide smartphones for free along with a predetermined allotted number of minutes and data offers. Additional minutes and data can be purchased if necessary.

**HOME ENERGY ASSISTANCE PROGRAM (HEAP)** - This program provides funds to eligible low-income tenants to help pay for home energy bills. Those eligible must:
*Have a household member under 6, 60 years or older;  
or  
*Receive SSI, SS Disability, or Food Stamps;  
or  
*Receive Temporary Assistance or meet income guidelines.

In addition, there may be some other eligibility requirements for certain persons who apply. Applications are available each year in the middle of November with the application deadline at the end of March. Funds are limited, so those eligible for the Program should make their application as soon as possible. Applications are available by calling 311. Those under the age of 60 years old should contact the Human Resource Administration, 1-800-692-0557.

To find out if you qualify or for more information, call Central Astoria at 718-204-1056.

**SECTION 8 HOUSING ASSISTANCE PROGRAM** - This program gives rental subsidies to an eligible family, or an individual who is at least 62 years of age or disabled, whose income falls below the annual income limits.

Tenants on the Section 8 Program usually pay about one-third of their income in rent, with Section 8 subsidizing the remainder. Section 8 provides subsidies in the form of both vouchers and certificates. If you become eligible to receive a certificate, your landlord cannot charge you an amount exceeding what the NYC Housing Authority has established as a Fair Market Rent for Existing Housing, including gas and electric.

As of December 10, 2009 NYCHA is no longer accepting new Section 8 applications.
**Fair Market Housing for Existing Housing:**

The Fair Market Rents are established every October; call Section 8 at (212) 306-3000 for the current Fair Market Rents. (If gas and electric are not included in the rent, appropriate deductions will have to be made).

If a tenant becomes eligible to receive a voucher, there is no limit on the rent for an apartment that may be leased. However, the amount of the Section 8 subsidy that the Housing Authority will pay is fixed. Therefore, if the rent exceeds the Housing Authority's established limit, the remainder of the rent must be paid by the tenant.

Tenants who are accepted into the Section 8 Program sometimes have difficulty finding a landlord who will accept the subsidy since there are additional requirements that the landlord must meet. If you have made an application to Section 8 and believe that you will meet the Program's eligibility requirements, it is a good idea to find out if your landlord will accept the subsidy, or start looking for one who will. For more information regarding this Program, call or write to Section 8, c/o NYC Housing Authority, 250 Broadway, 12th Floor, New York, NY 10007, (212) 306-3000.
CHAPTER 9

MOST RECENT CHANGES TO HOUSING LAW

Rent Act of 2011:

Deregulation of an apartment now happens when the legal rent reaches $2,500.

Allows the deregulation of an apartment with a legal rent of $2,500 or more if the household income is in excess of $200,000.

Vacancy rent increases cannot legally be taken more than once in any calendar year.

Individual Apartment Improvements: IAI’s in buildings with more than 35 apartments allow the landlord to increase the legal rent by $1/60^{th}$ of the cost. For buildings with 35 or fewer apartments, the increase is $1/40^{th}$ of the cost.

Rent Act of 2015:

Deregulation of an apartment now happens when the legal rent reaches $2,700.

New vacancy allowance law limiting the allowances in apartments with preferential rents.

Limits on the amount of rent landlord can charge tenants for MCIs, extending the amortization period: to recoup costs in buildings with over 35 units the timeframe went from 84 months to 108 months, and for buildings with under 35 units from 84 months to 96 months.
IAls have been redefined to mean improvements rather than repairs or maintenance. Examples: Painting, plastering are not increases. Entirely new counters, new cabinets are.

An increase in penalties to landlords who harass tenants.

Loft Law applications are extended two years.

**Newest Lease Rider for Rent Stabilized Tenants – 3/2016 Edition**

Tenants should keep a copy of the rider and any lease they sign. Please check to ensure that the rider contains the most up to date regulations (http://www.nyshcr.org/Rent/FactSheets/orafac2.pdf). Please also check the allowable vacancy increases as per the Rent Guidelines Board (https://www1.nyc.gov/site/rentguidelinesboard/rent-guidelines/vacancy-leases.page).

Tenants have a right to request supporting documentation from any IAI that may arise. This may happen when the lease is offered or within 60 days of the execution of the lease, and the owner must reply within 30 days. If not, the tenant has a right to file an RA-90 “Tenant’s Complaint of Owner’s Failure to Renew Lease and/or Failure to Furnish a Copy of a Signed Lease.”

Succession rights: The definition of family member may also include any other person living with the tenant who can prove emotional and financial commitment and interdependence. See: HCR Fact Sheet #30.

**Airbnb**

New Yorkers who live in buildings with three or more residential units may not rent out their apartments for fewer than 30 days if they are not present. Under the New York State multiple dwelling law, it’s also illegal to advertise a short-term rental in a multiple unit building. Rent-stabilized tenants are barred from making a profit on their rent-stabilized units and can be evicted if they do so.
APPENDIX

IMPORTANT ADDRESSES AND TELEPHONE NUMBERS

GOVERNMENT

[STATE]

NYS DIVISION OF HOUSING AND COMMUNITY RENEWAL (HCR)
Queens Borough Rent Office and Enforcement Unit
92-31 Union Hall Street - Gertz Plaza
Jamaica, NY 11433   (718) 739-6400
http://www.nyshcr.org/Rent/

All tenant complaints regarding rent control and rent stabilization can be filed with this office.

OFFICE OF THE ATTORNEY GENERAL
NYS DEPARTMENT OF LAW
28 Liberty Street
New York, NY 10005   (212) 416-8000
https://ag.ny.gov/new-york-office

Security deposit complaints; cooperative and condominium conversions.

[CITY]   All City Agencies can also be reached by calling the New York City’s Hotline at 311.

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT (HPD)
100 Gold Street
NY, NY 10038

For complaints about a lack of heat, hot water, and other Housing Maintenance Code violations, call 311.
APPENDIX

Queens Code Enforcement
120-55 Queens Boulevard, 1st Fl.
Kew Gardens, NY 11415  (212) 863-5990
https://www1.nyc.gov/site/hpd/about/borough-service-centers.page
For apartment and building inspections

Emergency Repair Program: (212) 863-6020
https://www1.nyc.gov/site/hpd/owners/ERP.page

NYC COMMISSION ON HUMAN RIGHTS
153-01 Jamaica Avenue, Room 203
Jamaica, NY 11432  (718) 657-2465
Tenant assistance, discrimination complaints: housing, employment, and public accommodation.

NYC DEPARTMENT OF BUILDINGS (DOB)
120-55 Queens Boulevard
Kew Gardens, NY 11424  (718) 286-7620
Enforcement of the Building Code, Zoning Resolution, Multiple Dwelling Law, and Electrical Code, as well as all other laws relating to building construction or alteration. Information and complaints regarding building licenses and permits.

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP)
Customer Service Center
96-05 Horace Harding Exp., 1st Floor
Corona, NY 11368  (718) 595-7000
Citizens Complaint Number: 311
For water and sewer complaints, and commercial noise complaints (noise created by stores, restaurants, bars, nightclubs, factories, auto repair shops, and other commercial enterprises).
APPENDIX

NYC DEPARTMENT OF HEALTH (DOH)
125 Worth Street
NY, NY 10013

Central Information and Complaints: 311

Poison Control Center: (800) 222-1222 or (212) 764-7667

Lead Poisoning (lead paint complaints): 311

Window Falls Prevention Program (window guards): 311

DOH Pest Control: 311

NYC HOUSING AUTHORITY:
787 Atlantic Avenue, 2nd Floor
Brooklyn, NY 11238 (718) 707-7771
https://www1.nyc.gov/site/nycha/about/contact.page

NYC DEPARTMENT OF SANITATION (DOS)
59 Maiden Lane, 5th Floor
New York, NY 10038 311

NYC FIRE DEPARTMENT
Bureau of Fire Prevention
9 Metrotech Center
Brooklyn, NY 11201 311


Main Number: (718) 999-2000

Investigates arson and other suspicious fires, maintains fire records.
APPENDIX

NYC HUMAN RESOURCES ADMINISTRATION (HRA)
Dept. of Social Services
180 Water Street, 25th Fl.
New York, NY 10038
Public information hotline: (718) 557-1399

Income Maintenance Center
32-20 Northern Boulevard
Long Island City, NY 11101  (718) 752-3937

Protective Services for Adults
Queens Borough Office (718) 883-8254
Emergency assistance to senior citizens facing eviction.

QUEENS HOUSING COURT
Civil Court of the City of New York, Housing Part, Queens County
89-17 Sutphin Boulevard
Jamaica, NY 11435 (718) 262-7145
www.nycourts.gov/courts/nyc/housing/

[UTILITIES]

CON EDISON: ELECTRIC, GAS, or STEAM EMERGENCY HOTLINE: 1-800-752-6633
www.coned.com/customercentral

NYS PUBLIC SERVICE COMMISSION
90 Church Street
New York, NY 10007
Gas and electric company complaints: (800) 342-3377
http://www3.dps.ny.gov
APPENDIX

PUBLIC UTILITY LAW PROJECT
90 South Swan Street – Suite 305
Albany, NY 12210  (877) 669-2572
http://utilityproject.org/
Non-profit utility consumer advocacy group.

TENANT ASSISTANCE

METROPOLITAN COUNCIL ON HOUSING
168 Canal Street, 6 Fl
NY, NY 10013  212-979-0611 (Hotline)
http://metcouncilonhousing.org/
For the hotline: call Monday, Wednesday, Friday, 1:30 PM to 5 PM.
Citywide housing group providing assistance to tenant associations.
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