

# STATE OF NEW YORK

4970--A

2017-2018 Regular Sessions

## IN SENATE

March 3, 2017

Introduced by Sen. VALESKY -- read twice and ordered printed, and when printed to be committed to the Committee on Judiciary -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the real property law, in relation to individuals with disabilities being able to terminate their leases when moving to a residence of a family member or entering certain facilities

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Section 227-a of the real property law, as amended by chapter 313 of the laws of 1999, subdivision 2 as separately amended by chapter 314 of the laws of 1999, is amended to read as follows:

2 § 227-a. Termination of residential lease by senior citizens or individuals with a disability moving to a residence of a family member or entering certain health care facilities, adult care facilities or housing projects. 1. In any lease or rental agreement covering premises occupied for dwelling purposes in which a lessee or tenant has (a) attained the age of sixty-two years or older, or will attain such age during the term of such lease or rental agreement or (b) is an individual with a "disability", as defined in subdivision twenty-one of section two hundred ninety-two of the executive law or a husband or wife or dependent of such a person residing with him or her, there shall be implied a covenant by the lessor or owner to permit such lessee or tenant: [~~(a)~~] (i) who is certified by a physician as no longer able, for medical reasons, to live independently in such premises and requiring assistance with instrumental activities of daily living or personal activities of daily living, and who will move to a residence of a member of his or her family, or [~~(b)~~] (ii) who is notified of his or her opportunity to commence occupancy in an adult care facility (as defined in subdivision twenty-one of section two of the social services law) except for a shelter for adults (as defined in subdivision twenty-three of

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [~~-~~] is old law to be omitted.

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1 section two of such law), a residential health care facility (as defined  
2 in section two thousand eight hundred one of the public health law), or  
3 a housing unit which receives substantial assistance of grants, loans or  
4 subsidies from any federal, state or local agency or instrumentality, or  
5 any not-for-profit philanthropic organization one of whose primary  
6 purposes is providing low or moderate income housing, or in less expen-  
7 sive premises in a housing project or complex erected for the specific  
8 purpose of housing senior citizens or persons with disabilities, to  
9 terminate such lease or rental agreement and quit and surrender  
10 possession of the leasehold premises, and of the land so leased or occu-  
11 pied; and to release the lessee or tenant from any liability to pay to  
12 the lessor or owner, rent or other payments in lieu of rent for the time  
13 subsequent to the date of termination of such lease in accordance with  
14 subdivision two of this section; and to adjust to the date of surrender  
15 any rent or other payments made in advance or which have accrued by the  
16 terms of such lease or rental agreement.

17 2. (a) Any lease or rental agreement covered by paragraph (a) of  
18 subdivision one of this section may be terminated by notice in writing  
19 delivered to the lessor or owner or to the lessor's or owner's agent by  
20 a lessee or tenant. Such termination shall be effective no earlier than  
21 thirty days after the date on which the next rental payment subsequent  
22 to the date when such notice is delivered is due and payable. Such  
23 notice shall be accompanied by a documentation of the physician's  
24 certification, accompanied by a notarized statement from a family member  
25 stating that the senior citizen is related, and will be moving into  
26 their place of residence for a period of not less than six months or  
27 admission or pending admission to a facility set forth in subdivision  
28 one of this section. Such notice shall be deemed delivered five days  
29 after mailing. Documentation of admission or pending admission shall  
30 consist of a copy of an executed lease or contract between the lessee or  
31 tenant and a facility set forth in subdivision one of this section.

32 (b) Any lease or rental agreement covered by paragraph (b) of subdivi-  
33 sion one of this section may be terminated by notice in writing deliv-  
34 ered to the lessor or owner or to the lessor's or owner's agent by a  
35 lessee or tenant. Such termination shall be effective no earlier than  
36 thirty days after the date on which the next rental payment subsequent  
37 to the date when such notice is delivered is due and payable. Such  
38 notice shall be accompanied by a documentation of the physician's  
39 certification. Such notice shall be deemed delivered five days after  
40 mailing. Documentation of admission or pending admission shall consist  
41 of a copy of an executed lease or contract between the lessee or tenant  
42 and a facility set forth in subdivision one of this section.

43 3. Any person who shall knowingly seize, hold, or detain the personal  
44 effects, clothing, furniture or other property of any person who has  
45 lawfully terminated a lease or rental agreement covered by this section  
46 or the spouse or dependent of any such person, or in any manner inter-  
47 feres with the removal of such property from the premises covered by  
48 such lease or rental agreement, for the purpose of subjecting or  
49 attempting to subject any of such property to a purported claim for rent  
50 accruing subsequent to the date of termination of such lease or rental  
51 agreement, or attempts so to do, shall be guilty of a misdemeanor and  
52 shall be punished by imprisonment not to exceed one year or by fine not  
53 to exceed one thousand dollars, or by both such fine and imprisonment.

54 3-a. Each owner or lessor of a facility or unit into which a lessee or  
55 tenant is entitled to move after quitting and surrendering as provided  
56 for herein shall in writing, upon an application, notify prospective

tenants of the provision of this section. Such notice shall include, in plain and simple English, in conspicuous print of at least eighteen point type, an explanation of a tenants right to terminate the existing lease and all other applicable requirements and duties relating thereto. Such notice shall read as follows:

NOTICE [~~TO SENIOR CITIZENS~~]:

RESIDENTIAL LEASE TERMINATION

SECTION 227-a OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK ALLOWS FOR THE TERMINATION OF A RESIDENTIAL LEASE BY SENIOR CITIZENS OR INDIVIDUALS WITH A DISABILITY MOVING TO A RESIDENCE OF A FAMILY MEMBER OR ENTERING CERTAIN HEALTH CARE FACILITIES, ADULT CARE FACILITIES OR HOUSING PROJECTS.

Who is eligible?

Any lessee or tenant who is age sixty-two years or older,  
or who will attain such age during the term of the lease or rental agreement,

or an individual with a "disability", as defined in subdivision 21 of section 292 of the executive law,

or a spouse or dependent of such person residing with him or her.

What kind of facilities does this law apply to?

This law will apply if the senior citizen or individual with a disability is relocating to:

- A. An adult care facility;
- B. A residential health care facility;
- C. Subsidized low income housing;
- D. Senior citizen housing; or
- E. A residence of a family member.

What are the responsibilities of the rental property owner?

When the tenant gives notice of his or her opportunity to move into one of the above facilities the landlord must allow:

- A. for the termination of the lease or rental agreement, and
- B. the release of the tenant from any liability to pay rent or other payments in lieu of rent from the termination of the lease in accordance with section 227-a of the real property law, to the time of the original termination date, and
- C. to adjust any payments made in advance or payments which have accrued by the terms of such lease or rental agreement.

How do you terminate the lease?

If the tenant can move into one of the specified facilities, he or she must terminate the lease or agreement in writing no earlier than thirty days after the date on which the next rental payment (after the notice is delivered) is due and payable. The notice is deemed delivered five days after being mailed. The written notice must include documentation of admission or pending admission to one of the above mentioned facilities.

For example: Mail the notice: May 5th

Notice received: May 10th

Next rental payment due: June 1st

Termination effective: July 1st

Will the landlord face penalties if he or she does not comply?

Yes, according to section 227-a of the real property law, if anyone interferes with the removal of your property from the premises they will be guilty of a misdemeanor and will be either imprisoned for up to one year or fined up to \$1000.00 or both.

1     4. Any agreement by a lessee or tenant of premises occupied for dwell-  
2     ing purposes waiving or modifying his or her rights as set forth in this  
3     section shall be void as contrary to public policy.  
4     § 2. This act shall take effect immediately and shall apply to any  
5     leases or rental agreements entered into on and after such date.