

# STATE OF NEW YORK

2814

2017-2018 Regular Sessions

## IN ASSEMBLY

January 23, 2017

Introduced by M. of A. KOLB -- read once and referred to the Committee on Codes

AN ACT to amend the penal law, in relation to the criminality of theft of rental property or equipment

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

1 Section 1. The penal law is amended by adding a new section 190.90 to  
2 read as follows:

3 § 190.90 Criminal theft of rental property or equipment valued at less  
4 than five hundred dollars.

5 1. A person is guilty of criminal theft of rental property or equip-  
6 ment valued at less than five hundred dollars when he or she knowingly:

7 (a) obtains custody of personal property or equipment by trick,  
8 deceit, fraud or willful false representation with intent to defraud the  
9 owner or any person in lawful possession of the personal property or  
10 equipment;

11 (b) hires or leases personal property or equipment from any person who  
12 is in lawful possession of the personal property or equipment with the  
13 intent to defraud such person of the rental due under the rental agree-  
14 ment;

15 (c) abandons or willfully refuses to redeliver personal property as  
16 required under a rental agreement without the consent of the lessor or  
17 the lessor's agent, with intent to defraud the lessor or the lessor's  
18 agent.

19 2. Under this section, the following acts are considered prima facie  
20 evidence of fraudulent intent:

21 (a) obtaining the property or equipment under false pretenses;

22 (b) absconding without payment;

23 (c) removing or attempting to remove the property or equipment from  
24 the county without the express written consent of the lessor or lessor's  
25 agent; or

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

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1 (d) failing to pay any amount due which has incurred as the result of  
2 failure to redeliver property or equipment after the rental period  
3 expires. Amounts due may include unpaid rental fees for the time period  
4 exceeding the rental period expiration date and the cost of repairing or  
5 replacing the property or equipment whichever is the lesser amount, as  
6 necessary, if such property or equipment has been damaged or not  
7 returned.

8 3. The lessor or the lessor's agent may demand for the return of over-  
9 due property or equipment and for payment of amounts due, including any  
10 amount due as a result of the failure to redeliver property when the  
11 rental period expired.

12 (a) Upon demand of such property or equipment, the lessee shall have  
13 five days to return such property or equipment to the lessor and shall  
14 pay for the additional cost of possessing such property or equipment  
15 beyond the rental period expiration date.

16 (b) Demand for return of overdue property or equipment and for  
17 payments of amounts due may be made in person, by hand delivery, or by  
18 certified mail with a return receipt requested to the lessee's address  
19 shown on the rental contract. If mailed notice is returned undelivered  
20 after such notice has been mailed to the address given by the lessee at  
21 the time of rental, it shall be deemed equivalent to a return receipt  
22 from the lessee.

23 (c) Failure to return such property or equipment or pay for the addi-  
24 tional cost of possessing such property or equipment within such five  
25 day period shall be considered prima facie evidence of fraud.

26 Criminal theft of rental property or equipment valued at less than  
27 five hundred dollars is a class A misdemeanor.

28 § 2. The penal law is amended by adding a new section 190.95 to read  
29 as follows:

30 § 190.95 Criminal theft of rental property or equipment valued at five  
31 hundred dollars or more.

32 1. A person is guilty of criminal theft of rental property or equip-  
33 ment valued at five hundred dollars or more when he or she knowingly:

34 (a) obtains custody of personal property or equipment by trick,  
35 deceit, fraud or willful false representation with intent to defraud the  
36 owner or any person in lawful possession of the personal property or  
37 equipment;

38 (b) hires or leases personal property or equipment from any person who  
39 is in lawful possession of the personal property or equipment with the  
40 intent to defraud such person of the rental due under the rental agree-  
41 ment;

42 (c) abandons or willfully refuses to redeliver personal property as  
43 required under a rental agreement without the consent of the lessor or  
44 the lessor's agent, with intent to defraud the lessor or the lessor's  
45 agent.

46 2. Under this section, the following acts are considered prima facie  
47 evidence of fraudulent intent:

48 (a) obtaining the property or equipment under false pretenses;

49 (b) absconding without payment;

50 (c) removing or attempting to remove the property or equipment from  
51 the county without the express written consent of the lessor or lessor's  
52 agent; or

53 (d) failing to pay any amount due which has incurred as the result of  
54 failure to redeliver property or equipment after the rental period  
55 expires. Amounts due may include unpaid rental fees for the time period  
56 exceeding the rental period expiration date and the cost of repairing or

1 replacing the property or equipment whichever is the lesser amount, as  
2 necessary, if such property or equipment has been damaged or not  
3 returned.

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18 from the lessee.

19 (c) Failure to return such property or equipment or pay for the addi-  
20 tional cost of possessing such property or equipment within such five  
21 day period shall be considered prima facie evidence of fraud.

22 Criminal theft of rental property or equipment valued at five hundred  
23 dollars or more is a class E felony.

24 § 3. This act shall take effect on the thirtieth day after it shall  
25 have become a law.