

# STATE OF NEW YORK

3788

2017-2018 Regular Sessions

## IN ASSEMBLY

January 30, 2017

Introduced by M. of A. BICHOTTE, MOSLEY, SEAWRIGHT -- read once and referred to the Committee on Judiciary

AN ACT to amend the real property law, the multiple dwelling law, the multiple residence law, the real property actions and proceedings law and the general obligations law, in relation to requiring all residential leases to disclose tenants' rights

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

1 Section 1. The real property law is amended by adding a new section  
2 235-h to read as follows:

3 § 235-h. Standard lease clause. 1. Every written residential lease  
4 shall contain the following clauses:

5 a. "Warranty of habitability". The landlord promises that the apart-  
6 ment and building are fit to live in and not dangerous to the life,  
7 health or safety of the occupants. Unless the apartment or building  
8 becomes unfit to live in due to the misconduct of the tenant or the  
9 tenant's family or guests, the landlord will be held responsible if this  
10 promise is broken, even if it is not his fault.

11 Conditions which would violate this promise include, but are not  
12 limited to: insect or rodent infestation, insufficient heat and plumbing  
13 facilities, significantly dangerous electrical outlets or wiring, and  
14 inadequate sanitation facilities.

15 If the promise is violated, the tenant may withhold from rent the loss  
16 in the value of the apartment due to the violation.

17 b. "Willful violation of lease". If the landlord or his employee or  
18 agent intentionally violates a provision of this lease or intentionally  
19 interferes with the tenant's quiet enjoyment of the apartment, the land-  
20 lord is guilty of a criminal offense.

21 c. "Tenant's associations". The tenant has the right to organize and  
22 participate in the activities of any group or association of tenants.  
23 Tenant groups have the legal right to meet in common areas of the build-

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

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1 ing at reasonable hours as long as these meetings do not interfere with  
2 the right of others to enter, leave or move about the building.

3 The landlord will not punish, harass, or evict any tenant for exercis-  
4 ing this right.

5 d. "No eviction for good faith complaint". The landlord may not evict  
6 a tenant or refuse to renew the lease for one year in retaliation for  
7 the tenant bringing a good faith complaint to a governmental authority  
8 for an alleged violation of this lease or any law or regulation govern-  
9 ing the apartment.

10 e. "Trial by jury". The landlord and tenant have the right to trial by  
11 jury in any action for personal injury or property damage.

12 f. "Utility payment offset". If the landlord is responsible for  
13 payment to a utility company, and in order to avoid a shut-off or to  
14 restore service the tenant pays a portion of the utility bill directly  
15 to the utility, the amount paid may be deducted from the rent.

16 2. Every written residential lease for a residence in a dwelling  
17 having four or more residential units shall contain the following  
18 clause:

19 "Sublet". The tenant has the right to turn over the apartment to  
20 another qualified person for the time remaining under this lease. But  
21 the tenant will still be responsible to the landlord if the other person  
22 does not pay the rent or violates the lease in any other way.

23 The following steps must be taken if the tenant wants to turn over the  
24 apartment to another person:

25 a. The tenant must send the landlord a letter by registered or certi-  
26 fied mail asking permission to turn over the apartment. The letter  
27 should have the name, business and home addresses of the person who will  
28 take the apartment.

29 b. Within ten days after the request is mailed the landlord may ask  
30 for additional information about the person who wants to take the apart-  
31 ment.

32 c. The landlord has thirty days from either the mailing of the request  
33 or the sending of the additional information, whichever is later, to  
34 answer the tenant's request. If the landlord does not respond within  
35 that time, the tenant may turn over the apartment.

36 d. If the landlord denies permission without good reason, the tenant  
37 has the right to cancel the lease.

38 3. If a residential lease provides that the landlord may recover  
39 attorneys' fees or expenses from the tenant for any action or proceeding  
40 arising out of the lease, the lease shall contain the following clause:

41 "If the tenant is successful in the defense or prosecution of an  
42 action or proceeding arising out of this lease, the tenant may recover  
43 attorneys' fees and expenses from the landlord."

44 4. a. Every monthly tenant and tenant from month-to-month shall  
45 receive from the landlord at the start of the tenancy, written notice of  
46 their rights as a tenant. For the purposes of this section, adequate  
47 notice shall be deemed to have been satisfied if the writing consists of  
48 language used under the requirements for a written lease pursuant to  
49 this section, section 5-907 of the general obligations law, section  
50 eighty-five of the multiple dwelling law, section three hundred five-b  
51 of the multiple residence law and section seven hundred eighty-four of  
52 the real property actions and proceedings law for each section applica-  
53 ble to the tenant.

54 b. Every landlord shall give the notice required under subdivision one  
55 of this section to each of his tenants residing as of January first, two  
56 thousand sixteen.

1 c. A landlord is not required to give this notice to a tenant whose  
2 month-to-month tenancy is created by section two hundred thirty-two-c of  
3 this article.

4 5. A violation of any provision of this section or any other provision  
5 requiring that residential leases contain specific language shall be  
6 punishable by a fine of not more than one hundred dollars.

7 § 2. The multiple dwelling law is amended by adding a new section 85  
8 to read as follows:

9 § 85. Standard lease clauses. 1. Every written lease for an apartment  
10 for which section fifty-one-c of this article applies shall contain the  
11 following clause: "The tenant has the right to install an extra lock on  
12 any entrance door to the apartment. The landlord may not refuse the  
13 tenant permission to install the lock and may not charge a fee for the  
14 right to install the lock. The tenant must provide the landlord with a  
15 duplicate key to all extra locks installed by the tenant upon request."

16 2. Every written lease for an apartment for which section seventy-  
17 eight of this title applies shall contain the following clause:

18 "Landlord shall keep every part of the building in good repair. Howev-  
19 er, the tenant shall be responsible for damage caused by the misconduct  
20 or negligence of the tenant, tenant's family or guests."

21 3. Every written lease for an apartment for which section eighty of  
22 this title applies shall contain the following clause:

23 "Landlord shall keep every common area in the building, and the lot in  
24 which it is situated, clean and free from vermin, garbage, dirt or other  
25 matter dangerous to life or health."

26 4. Every written lease for an apartment for which section seventy-nine  
27 of this title applies shall contain the following clause:

28 "Landlord must provide heat sufficient to maintain the minimum temper-  
29 atures of degrees Fahrenheit during the hours of to  
30 and degrees Fahrenheit during the hours of to between  
31 the dates of to ," with the landlord filling in the lease  
32 with the appropriate temperatures, hours, and dates required by local  
33 law, ordinance, rule, or regulation or by the local public health offi-  
34 cer.

35 5. Every written lease for an apartment for which section three  
36 hundred two-c of this chapter applies shall contain the following  
37 clause:

38 "If the landlord is responsible for paying for delivery of heating  
39 oil, and there is a lack of heat because the landlord fails to have the  
40 oil supplied, the tenant, alone or together with other tenants, may pay  
41 for the oil delivery and deduct the payment from the rent. The following  
42 procedures must be followed:

43 a. Reasonable efforts must first be made to inform the owner or his  
44 agent of the lack of oil and to have the normal fuel supplier to the  
45 apartment deliver the oil (Note: the tenant need only comply with this  
46 step if the landlord has conspicuously posted a notice with an address  
47 and phone number where he or his agent can be contacted and with the  
48 name, address, and phone number of the normal fuel supplier).

49 b. Delivery of fuel oil to the premises must be secured from a fuel  
50 supplier regularly engaged in the business at a price within the range  
51 of prices listed by the department charged with enforcing landlord-ten-  
52 ant laws and regulations.

53 c. The fuel supplier from whom oil is secured must provide a written  
54 statement containing the following:

55 (1) The name of the person or persons who requested the delivery; and

56 (2) The date, time and premises to which delivery was made; and

1 (3) The amount, grade and price of the oil delivered; and  
2 (4) A certification that the usable fuel supply was exhausted before  
3 the delivery; and  
4 (5) The charge, if any, for refiring the burner; and  
5 (6) The amounts and from whom any payments were received."

6 § 3. The multiple residence law is amended by adding a new section  
7 305-b to read as follows:

8 § 305-b. Standard lease clauses. 1. Every written lease for an apart-  
9 ment for which section one hundred seventy-three of this chapter applies  
10 shall contain the following clause:

11 "Landlord must provide heat sufficient to maintain the minimum temper-  
12 atures of \_\_\_\_\_ degrees Fahrenheit, for the hours of \_\_\_\_\_ to \_\_\_\_\_ and  
13 \_\_\_\_\_ degrees Fahrenheit during the hours of \_\_\_\_\_ to \_\_\_\_\_ between the  
14 date of \_\_\_\_\_ to \_\_\_\_\_" with the landlord filling in the lease with the  
15 appropriate temperatures, hours, and dates required by local law, ordi-  
16 nance, rule, or regulation or by the local public health officer.

17 2. Every written lease for an apartment for which section one hundred  
18 seventy-four of this chapter applies shall contain the following clause:

19 "Landlord shall keep every part of the building and the lot on which  
20 it is situated in good repair, clean and free from vermin, rodents,  
21 dirt, filth, garbage or other matter dangerous to life or health. Howev-  
22 er, the tenant shall also be responsible for any damage caused by the  
23 misconduct or negligence of the tenant, tenant's family or guests."

24 3. Every written lease for an apartment for which section three  
25 hundred five-a of this article applies shall contain the following  
26 clause:

27 "A rent-impairing violation is defined in New York Codes, Rules and  
28 Regulations, Title 9, Part 1300. It includes, but is not limited to:

29 (a) failure to keep premises in good repair, clean and free from  
30 vermin and rodents, (b) failure to provide an adequate supply of heat,  
31 and (c) lack of artificial lights in every public hall and stair."

32 "If such a violation exists, the tenant should report it to the divi-  
33 sion of housing and community renewal. If within six months after the  
34 division cites the building for the violation the landlord does not  
35 correct the violation or file a plan to correct it, the landlord may not  
36 recover rent from any tenant whose apartment contains the violation. If  
37 the violation is in an area common to all tenants, no rent may be  
38 collected from any tenant."

39 "If the landlord sues to recover the rent withheld or to evict for  
40 non-payment of rent, the tenant must deposit the rent sought with the  
41 clerk of the court where the landlord's suit was brought. After deposit-  
42 ing the rent, the tenant may not be evicted for non-payment of rent."

43 4. Every written lease for an apartment for which section three  
44 hundred five-c of this article applies shall contain the following  
45 clause:

46 "If the landlord is responsible for paying for delivery of heating  
47 oil, and there is a lack of heat because the landlord fails to have the  
48 oil supplied, the tenant, alone or together with other tenants, may pay  
49 for the oil delivery and deduct the payment from the rent. The following  
50 procedures must be followed:

51 a. Reasonable efforts must first be made to inform the owner or his  
52 agent of the lack of oil and to have the normal fuel supplier to the  
53 apartment deliver the oil (Note: the tenant need only comply with this  
54 step if the landlord has conspicuously posted a notice with an address  
55 and phone number where he or his agent can be contacted and with the  
56 name, address, and phone number of the normal fuel supplier).

b. Delivery of fuel oil to the premises must be secured from a fuel supplier regularly engaged in the business at a price within the range of prices listed by the department charged with enforcing landlord-tenant laws and regulations.

c. The fuel supplier from whom oil is secured must provide a written statement containing the following:

(1) The name of the person or persons who requested the delivery; and

(2) The date, time and premises to which delivery was made; and

(3) The amount, grade and price of the oil delivered; and

(4) A certification that the usable fuel supply was exhausted before the delivery; and

(5) The charge, if any, for refiring the burner; and

(6) The amounts and from whom any payments were received."

§ 4. The real property actions and proceedings law is amended by adding a new section 784 to read as follows:

§ 784. Required lease provisions. Every written lease for an apartment for which this article applies shall contain the following clause:

"Rent deposited in court". If there exists in any part of the building a lack of running water, light, electricity, adequate sewage disposal facilities, or any other condition dangerous to life, health or safety, which has existed for five days, or an infestation by rodents, one-third or more of the tenants living in the building may bring a special proceeding in court. The court may order that the rents due and rents due in the future be deposited with the court to be used exclusively to remedy any of these conditions.

"No rent may be withheld or deposited or deposited with the court, however, if the tenant or tenant's family or guests caused the condition."

§ 5. The general obligations law is amended by adding a new section 5-907 to read as follows:

§ 5-907. Standard lease clauses. 1. Every written residential lease shall contain the following clause:

"Landlord's liability". The landlord is legally responsible for injuries to people and property resulting from his negligence or the negligence of his agents or employees in the operation or maintenance of the building or the lot containing the building.

2. Every written residential lease for an apartment for which subdivision two-a of section 7-103 of this chapter applies shall contain the following clause:

"Security deposit". The landlord must put the security deposit into a bank account paying the prevailing rate of interest. The landlord may keep one percent a year for administrative expenses. The rest of the interest will be paid to the tenant each year or treated as an addition to the tenant's security deposit.

The security deposit will be located in

Bank

Address

with the landlord filling in how the interest will be disbursed and the name and address of the bank holding the security deposit.

§ 6. This act shall take effect on the first of January next succeeding the date on which it shall have become a law.