

STATE OF NEW YORK

4970

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

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, entering certain facilities or due to financial changes

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
2 227-e to read as follows:

3 § 227-e. Termination of residential lease when moving to a residence
4 of a family member or entering certain facilities due to a disability.

5 1. For the purposes of this section, an "individual with a disability"
6 shall mean a person:

7 (a) with a physical or mental impairment that substantially limits one
8 or more of the major life activities of such individual;

9 (b) with a record of such an impairment; or

10 (c) being regarded as having such an impairment.

11 2. In any lease or rental agreement covering premises occupied for
12 dwelling purposes in which a lessee or tenant is an individual with a
13 disability, or becomes an individual with a disability during the term
14 of such lease or rental agreement, or a husband or wife of such a person
15 residing with him or her, there shall be implied a covenant by the
16 lessor or owner to permit such lessee or tenant to terminate such lease
17 or rental agreement and quit and surrender possession of the leasehold
18 premises, and of the land so leased or occupied; and to release the
19 lessee or tenant from any liability to pay to the lessor or owner, rent
20 or other payments in lieu of rent for the time subsequent to the date of
21 termination of such lease in accordance with subdivision three of this
22 section; and to adjust to the date of surrender any rent or other

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

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1 payments made in advance or which have accrued by the terms of such
2 lease or rental agreement when such lessee or tenant:

3 (a) is certified by a physician as no longer able, for medical
4 reasons, to live in such premises and who will move to a residence of a
5 member of his or her family;

6 (b) is certified by a physician as no longer able, due to both the
7 structure of the premises and medical reasons, to carry out instrumental
8 activities of daily living or personal activities of daily living; or

9 (c) is notified of his or her opportunity to commence occupancy in:

10 (i) an adult care facility (as defined in subdivision twenty-one of
11 section two of the social services law) except for a shelter for adults
12 (as defined in subdivision twenty-three of section two of such law);

13 (ii) a residential health care facility (as defined in section two
14 thousand eight hundred one of the public health law);

15 (iii) supportive housing (as defined in section two thousand eight
16 hundred twenty-three of the public health law); or

17 (iv) a housing unit which receives substantial assistance of grants,
18 loans or subsidies from any federal, state or local agency or instrumen-
19 tality, or any not-for-profit philanthropic organization one of whose
20 primary purposes is providing low or moderate income housing, or in less
21 expensive premises in a housing project or complex erected for the
22 specific purpose of housing individuals with disabilities.

23 3. Any lease or rental agreement covered by subdivision two of this
24 section may be terminated by notice in writing delivered to the lessor
25 or owner or to the lessor's or owner's agent by a lessee or tenant. Such
26 termination shall be effective no earlier than thirty days after the
27 date on which the next rental payment subsequent to the date when such
28 notice is delivered is due and payable. Such notice shall be deemed
29 delivered five days after mailing. Such notice shall be accompanied by
30 documentation of the physician's certification and:

31 (a) a notarized statement from a family member stating that the indi-
32 vidual with a disability is related and will be moving into their place
33 of residence for a period of not less than six months;

34 (b) documentation of admission or pending admission consisting of a
35 copy of an executed lease or contract between the lessee or tenant and a
36 facility set forth in subdivision two of this section; or

37 (c) documentation from a medical professional certifying the need for
38 the tenant to leave the current apartment because it is no longer suit-
39 able to meet the tenant's disability needs. No diagnosis, treatment or
40 other details about the tenant's medical condition should be disclosed.

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

52 5. Any person who shall knowingly withhold any deposit to be repaid
53 upon termination of the lease, such as a security deposit, of any person
54 who has lawfully terminated a lease or rental agreement covered by this
55 section or the spouse or dependent of any such person for the purpose of
56 subjecting or attempting to subject any of such property to a purported

1 claim for rent accruing subsequent to the date of termination of such
2 lease or rental agreement, or attempts so to do, shall be guilty of a
3 misdemeanor and shall be punished by imprisonment not to exceed one year
4 or by fine not to exceed one thousand dollars, or by both such fine and
5 imprisonment.

6 6. Each owner or lessor of a facility or unit into which a lessee or
7 tenant is entitled to move after quitting and surrendering as provided
8 for herein shall in writing, upon an application, notify prospective
9 tenants of the provisions of this section. Such notice shall include, in
10 plain and simple English, in conspicuous print of at least eighteen
11 point type, an explanation of a tenants right to terminate the existing
12 lease and all other applicable requirements and duties relating thereto.
13 Such notice shall read as follows:

14 "NOTICE TO INDIVIDUALS WITH DISABILITIES:
15 RESIDENTIAL LEASE TERMINATION

16 SECTION 227-E OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK ALLOWS
17 FOR THE TERMINATION OF A RESIDENTIAL LEASE BY INDIVIDUALS WITH A DISA-
18 BILITY MOVING TO A RESIDENCE OF A FAMILY MEMBER OR ENTERING CERTAIN
19 HEALTH CARE FACILITIES, ADULT CARE FACILITIES OR HOUSING PROJECTS.

20 Who is eligible?

21 Any lessee or tenant who is an individual with a disability, or who
22 becomes an individual with a disability during the term of the lease or
23 rental agreement, or a spouse of such person residing with him or her.

24 What kind of facilities does this law apply to?

25 This law will apply if the individual with a disability is relocating
26 to:

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

32 What are the responsibilities of the rental property owner?

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

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

42 How do you terminate the lease?

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

50 For example: Mail the notice: May 5th

51 Notice received: May 10th

52 Next rental payment due: June 1st

53 Termination effective: July 1st

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

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

5 7. Any agreement by a lessee or tenant of premises occupied for dwell-
6 ing purposes waiving or modifying his or her rights as set forth in this
7 section shall be void as contrary to public policy.

8 § 2. This act shall take effect immediately.