STATE OF NEW YORK

2118

2019-2020 Regular Sessions

IN ASSEMBLY

January 22, 2019

Introduced by M. of A. HUNTER, WEPRIN -- read once and referred to the Committee on Housing

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:

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:

§ 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 section two of such law), a residential health care facility (as defined in section two thousand eight hundred one of the public health law), or a housing unit which receives substantial assistance of grants, loans or subsidies from any federal, state or local agency or instrumentality, or any not-for-profit philanthropic organization one of whose primary

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

LBD04829-01-9

purposes is providing low or moderate income housing, or in less expensive premises in a housing project or complex erected for the specific purpose of housing senior citizens **or persons with disabilities**, to terminate such lease or rental agreement and quit and surrender possession of the leasehold premises, and of the land so leased or occupied; and to release the lessee or tenant from any liability to pay to the lessor or owner, rent or other payments in lieu of rent for the time subsequent to the date of termination of such lease in accordance with subdivision two of this section; and to adjust to the date of surrender any rent or other payments made in advance or which have accrued by the terms of such lease or rental agreement.

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

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

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

3-a. Each owner or lessor of a facility or unit into which a lessee or tenant is entitled to move after quitting and surrendering as provided 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.

4. Any agreement by a lessee or tenant of premises occupied for dwelling purposes waiving or modifying his or her rights as set forth in this section shall be void as contrary to public policy.

§ 2. This act shall take effect immediately and shall apply to any leases or rental agreements entered into on and after such date.