

STATE OF NEW YORK

5982

2019-2020 Regular Sessions

IN SENATE

May 16, 2019

Introduced by Sen. RIVERA -- read twice and ordered printed, and when printed to be committed to the Committee on Cities

AN ACT to amend the administrative code of the city of New York, in relation to requiring contracts for a commercial lease

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

1 Section 1. Title 22 of the administrative code of the city of New York
2 is amended by adding a new chapter 12 to read as follows:

3 CHAPTER 12

4 COMMERCIAL LEASE CONTRACTS

5 Section 22-1201 Definitions.

6 22-1202 Commercial lease contract requirements.

7 § 22-1201 Definitions. As used in this chapter the following terms
8 have the following meanings:

9 1. "Written contract" means a commercial lease or lease for the
10 purposes of renting a commercial property, that shall be provided to a
11 commercial tenant as an official agreement on contract terms.

12 2. "Commercial tenant" means a lessee or entity that is entering an
13 agreement to rent and lawfully occupy the commercial property.

14 3. "Commercial lease" means a written contract provided on paper or
15 electronically.

16 4. "Commercial property" means any non-residential real estate proper-
17 ty that is owned or used for business purposes.

18 5. "Property owner" means a person, landlord, owner, or entity that
19 owns or manages a commercial property.

20 § 22-1202 Commercial lease contract requirements. 1. A landlord shall
21 provide a written contract to a commercial tenant. Such written contract
22 must include, but is not limited to, the:

23 a. address of the property and a description of the space leased;

24 b. contact information for the property owner or manager and the
25 primary contact of the business, all contacts preferred by those parties

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

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1 should be included on the lease, which shall not be limited to only one
2 contact;

3 c. term of the lease, with the date of commencement and date of termi-
4 nation of such term;

5 d. lease extension or renewal information if any renewal option is
6 provided with the date or dates on which such extension or renewal are
7 exercisable;

8 e. monthly rent and due date;

9 f. any terms that may result in termination of the written contract or
10 additional fees and charges;

11 g. explanation of any additional fees or charges, if any, such as
12 contribution to property taxes, whether this is consecutive or a one-
13 time payment; and

14 h. all the responsibilities for the commercial tenant and the land-
15 lord, if any.

16 2. Commercial tenants may request that the start date of tenancy or
17 other relevant information to prove occupancy and duration thereof be
18 included or excluded in a written contract.

19 3. Commercial tenants have the right to, upon request, receive any
20 information listed under subdivision one of this section.

21 4. Commercial tenants who do not receive a written contract including
22 items required by this section shall be legally allowed to:

23 a. continue their tenancy until the contract is provided;

24 b. withhold rent payment after thirty days without a contract; and

25 c. suspend payment on the sixty-first day without a lease. Property
26 owners who do not provided a lease within sixty days forfeit the
27 payments for that time period prior and until the issuance of the lease.

28 § 2. This act shall take effect immediately.