

STATE OF NEW YORK

4267--A

Cal. No. 293

2019-2020 Regular Sessions

IN ASSEMBLY

February 1, 2019

Introduced by M. of A. HEVESI, ENGLEBRIGHT, L. ROSENTHAL, GUNTHER, ARROYO, ROZIC, LAVINE, GIGLIO, D'URSO, GALEF, JOYNER, SIMON, RIVERA, TAYLOR, HUNTER, SEAWRIGHT, BICHOTTE, MOSLEY, NIOU, ORTIZ, BARRON, WILLIAMS, RICHARDSON, GOTTFRIED, EPSTEIN, WRIGHT, BLAKE, McDONALD, WALCZYK, BUTTENSCHON, WALLACE, CRUZ, REYES -- read once and referred to the Committee on Housing -- reported and referred to the Committee on Codes -- advanced to a third reading, passed by Assembly and delivered to the Senate, recalled from the Senate, vote reconsidered, bill amended, ordered reprinted, retaining its place on the order of third reading

AN ACT to amend the real property law, in relation to the termination of a residential lease by a victim of domestic violence; and to repeal certain provisions of such law relating thereto

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

1 Section 1. Section 227-c of the real property law is REPEALED and a
2 new section 227-c is added to read as follows:

3 § 227-c. Termination of residential lease by victims of domestic
4 violence. 1. Lease or rental agreement. In any lease or rental agree-
5 ment covering premises occupied for dwelling purposes, where a tenant or
6 a member of the tenant's household is a victim of domestic violence as
7 defined by section four hundred fifty-nine-a of the social services law
8 and reasonably fears remaining in the leasehold premises because of
9 potential further domestic violence, such tenant shall be permitted to
10 terminate such lease or rental agreement and quit and surrender
11 possession of the leasehold premises and the land so leased or occupied
12 pursuant to the provisions of this section and to be released from any
13 liability to pay to the lessor or owner, rent or other payments in lieu
14 of rent for the time subsequent to the date of termination of such lease
15 in accordance with subdivision two of this section.

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

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2. Lease termination procedure. (a) A tenant who meets the requirements in subdivision one of this section may terminate the tenant's lease by notice in writing delivered to the lessor or owner of the premises occupied by such person, or to the lessor's or owner's agent, and to any co-tenants of such lessee or tenant other than the perpetrator of domestic violence. The notice shall specify the termination date which shall be no earlier than thirty days after such notice is delivered. If the notice is mailed via first class mail, it shall be deemed delivered five days after mailing. If the tenant asserts that the lessor or owner is the perpetrator of domestic violence, a person authorized by the tenant may deliver such notice on the tenant's behalf.

(b) Such notice shall state that the tenant or a member of the tenant's household has experienced domestic violence and reasonably believes the tenant, or the member of the tenant's household, is unable to safely remain in the leased premises as a result of the domestic violence.

(c) Within twenty-five days of such notice, the tenant shall provide documentation demonstrating that the tenant or a member of the tenant's household has been a victim of domestic violence as described in subdivision one of this section. This documentation may include any one or more of the following:

(i) A temporary or final order of protection issued by a court of competent jurisdiction;

(ii) A record, complaint, or report from a federal, state, or local law enforcement agency of an act of domestic violence as described in section four hundred fifty-nine-a of the social services law or a family offense as described in section eight hundred twelve of the family court act, or certifying that the tenant or a member of the tenant's household has been subjected to domestic violence;

(iii) A record from a health care provider for treatment related to domestic violence as described in section four hundred fifty-nine-a of the social services law or a family offense as described in section eight hundred twelve of the family court act;

(iv) A written verification from any other qualified third party to whom the tenant, or a member of the tenant's household reported the domestic violence.

(A) "Qualified third party" shall include: any law enforcement officer; employee of a court of the state; attorney, physician, psychiatrist, psychologist, social worker, registered nurse, therapist, or clinical professional counselor licensed to practice in any state; person employed by a government or non-profit agency or service that advises or provides services to persons regarding domestic violence; or any member of the clergy of a church or religious society or denomination.

(B) Written verification as described herein shall be satisfied by any sworn or notarized statement including the required information.

(d) The following sample forms shall satisfy the notice and verification requirements but are not required. These sample forms shall be posted to the New York state unified court system's website, and shall be made available in the state's family, civil, housing, criminal, and supreme courts:

Part I. Tenant/Legal Occupant Statement

I, (insert name of tenant), state as follows:

1 (Choose the next part (A, B, or C) that most accurately describes your
2 situation)

3 (A) I have been subject to domestic violence. Date(s) of recent
4 incident(s) happened on or about:

5 (B) A member of my household has been subject to domestic violence.
6 Date(s) of recent incident(s) happened on or about:

7 (C) Both I and at least one member of my household have been subject to
8 domestic violence. Date(s) of recent incident(s) happened on or about:

9 The person I have asserted has perpetrated domestic violence is my
10 co-tenant, and I cannot safely give notice of my termination to my
11 co-tenant. (YES/NO)

12 I reasonably fear that I cannot safely remain in my current apartment. I
13 hereby terminate my lease effective (date at least thirty days after
14 this notice is delivered).

15 _____
16 (signature of tenant)

(date)

17 Acknowledgement

18 State of _____)

19)ss.:

20 County of _____)

21 On the _____ day of _____ in the year _____, before me, the under-
22 signed notary public, personally appeared _____,
23 personally known to me or proved to me on the basis of satisfactory
24 evidence to be the individual(s) whose name(s) is (are) subscribed to
25 the within instrument and acknowledged to me that he/she/they executed
26 the same in his/her/their capacity(ies), and that by his/her/their
27 signature(s) on the instrument, the individual(s), or the person upon
28 behalf of which the individual(s) acted, executed the instrument.

29 _____
30 Notary Public

31 Part II. Qualified Third Party Statement

32 I, (insert name of qualified third party), state as follows:

33 My employer name/address/phone number/e-mail address are as follows:

34 I am:

35 A law enforcement officer employed by the (insert law enforcement
36 agency).

37 An employee of _____ court located in the
38 state of _____.

39 An attorney licensed to practice in (insert name of state(s)).

1 A physician licensed to practice in (insert name of state(s)).
2 A psychiatrist licensed to practice in (insert name of state(s)).
3 A psychologist licensed to practice in (insert name of state(s)).
4 A social worker licensed to practice in (insert name of state(s)).
5 A nurse licensed to practice in (insert name of state(s)).
6 A therapist or clinical professional counselor licensed to practice
7 in (insert name of state(s));
8 Employed by a government or non-profit agency or service that
9 advises persons regarding domestic violence or refers them to
10 persons or agencies for services or advice.
11 A member of the clergy of a church or religious society or denomi-
12 nation.
13 Other (describe):

14 The person who signed the Tenant/Legal Occupant Statement above has
15 stated to me that he/she/they, or a member of his/her/their household,
16 has been subject to domestic violence.

17 This person further stated to me the incident(s) occurred on or about
18 the date(s) stated above.

19 I understand that the person who signed the Tenant/Legal Occupant State-
20 ment may use this document as a basis for terminating a lease with the
21 person's lessor.

22 _____
23 (name of qualified third party)

24 _____
25 (signature of qualified third party)

26 _____
27 (date)

28 Acknowledgement

29 State of _____)
30)ss.:
31 County of _____)

32 On the _____ day of _____ in the year _____, before me, the
33 undersigned _____ notary _____ public, _____ personally _____ appeared
34 _____, personally known to me or proved to me on the
35 basis of satisfactory evidence to be the individual(s) whose name(s) is
36 (are) subscribed to the within instrument and acknowledged to me that
37 he/she/they executed the same in his/her/their capacity(ies), and that
38 by his/her/their signature(s) on the instrument, the individual(s), or
39 the person upon behalf of which the individual(s) acted, executed the
40 instrument.

41 _____

1 Notary Public

2 Part III. Statement of Interpretation/Translation

3 I am bilingual in English and _____ and have translated or inter-
4 preted this document to the best of my ability for the signer above.

5 _____
6 (name of interpreter/translator)

7 _____
8 (signature of interpreter/translator)

9 _____
10 (date)

11 Acknowledgement

12 State of _____)
13 _____)ss.:
14 County of _____)

15 On the _____ day of _____ in the year _____, before me, the
16 undersigned notary public, personally appeared _____,
17 personally known to me or proved to me on the basis of satisfactory
18 evidence to be the individual(s) whose name(s) is (are) subscribed to
19 the within instrument and acknowledged to me that he/she/they executed
20 the same in his/her/their capacity(ies), and that by his/her/their
21 signature(s) on the instrument, the individual(s), or the person upon
22 behalf of which the individual(s) acted, executed the instrument.

23 _____
24 Notary Public

25 3. Treatment of rent. (a) The tenant terminating the lease shall pay
26 rent, pro-rata, up to the lease termination date pursuant to this
27 section.

28 (b) The tenant terminating the lease shall be entitled to a refund for
29 any prepaid rent or other payments covering the period after the effec-
30 tive date of the lease termination, as long as the tenant has vacated
31 the premises. Such refund shall be provided within ten days of delivery
32 of the written notice as outlined in subdivision two of this section.

33 (c) A tenant who meets the requirements in subdivision one of this
34 section and submits proper notice pursuant to subdivision two of this
35 section shall have a defense in any action brought by a landlord against
36 such tenant to recover rent and/or damages for breach of lease and shall
37 not be liable for any rent after the effective termination date.

38 (d) The lessor or owner may withhold a security deposit in part or in
39 full to the extent allowed by the lease or statute, except for the early
40 termination granted by this section, and shall not withhold any part of
41 the security deposit due to the tenant's exercise of rights under this
42 section.

1 (e) Nothing in this section shall be construed to be a defense against
2 an action for rent for a period of time before the tenant vacated the
3 premises and gave notice as required in subdivision two of this section.

4 4. Co-tenants and other occupants. Upon termination:

5 (a) If the terminating tenant is the sole leaseholder, the premises
6 shall be delivered to the lessor or owner:

7 (i) free of all tenants and occupants, provided that the terminating
8 tenant shall not be responsible for ensuring that the abusive household
9 member is not present; and

10 (ii) in accordance with the terms of the lease relating to delivery of
11 the premises at the termination of the lease.

12 (b) If there are tenants on the lease other than the terminating
13 tenant:

14 (i) the landlord shall not, except upon consent of such additional
15 tenants, terminate or sever the co-tenancy. The landlord must provide
16 the remaining tenant at least thirty days from the termination date to
17 decide whether to consent to a termination or severance.

18 (ii) The remaining co-tenant or co-tenants hold the right to add an
19 additional occupant as defined by paragraph (b) of subdivision one of
20 section two hundred thirty-five-f of this article.

21 5. Confidentiality provisions. (a) Unless the terminating tenant
22 provides written authorization for the release of information or unless
23 required by law, court order, or statute, the information shall not be
24 released. Information that shall be kept confidential shall include
25 information obtained during the process of the tenant terminating his or
26 her lease in accordance with this section, such as: (i) the nature of
27 the termination, (ii) the status of the tenant or member of the tenant's
28 household as a victim of domestic violence, and (iii) any information
29 contained in documentation provided to demonstrate status as a victim of
30 domestic violence.

31 (b) Pursuant to this section, the landlord shall not divulge,
32 describe, or characterize the termination of the rental agreement as an
33 early termination by a current lessor to a prospective lessor or any
34 third party.

35 6. Violations. (a) Landlords who knowingly, or intentionally violate
36 any part of this section may be liable for liquidated damages, not to
37 exceed one thousand dollars, actual damages, costs and attorneys' fees.

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

41 § 2. This act shall take effect immediately.