

# STATE OF NEW YORK

4281

2019-2020 Regular Sessions

## IN SENATE

March 6, 2019

Introduced by Sen. BIAGGI -- 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 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 Section 227-c of the real property law is REPEALED and a  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.

16 2. Lease termination procedure. (a) A tenant who meets the require-  
17 ments in subdivision one of this section may terminate his or her lease  
18 by notice in writing delivered to the lessor or owner of the premises  
19 occupied by such person, or to the lessor's or owner's agent, and to any  
20 co-tenants of such lessee or tenant other than the perpetrator of domes-  
21 tic violence. The notice shall specify the termination date which shall  
22 be no earlier than thirty days after such notice is delivered. If the  
23 notice is mailed via first class mail, it shall be deemed delivered five  
24 days after mailing. If the tenant asserts that the lessor or owner is

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

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1 the perpetrator of domestic violence, a person authorized by the tenant  
2 may deliver such notice on the tenant's behalf.

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

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

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

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

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

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

28 (A) "Qualified third party" shall include: any law enforcement offi-  
29 cer; employee of a court of the state; attorney, physician, psychia-  
30 trist, psychologist, social worker, registered nurse, therapist, or  
31 clinical professional counselor licensed to practice in any state;  
32 person employed by a government or non-profit agency or service that  
33 advises or provides services to persons regarding domestic violence; or  
34 any member of the clergy of a church or religious society or denomi-  
35 nation.

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

38 (C) The following sample form shall satisfy the verification require-  
39 ments but is not required. This sample form shall be posted to the New  
40 York state unified court system's website, and shall be made available  
41 in the state's family, civil, housing, criminal, and supreme courts:

42 Part I. Tenant/Legal Occupant Statement

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

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

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

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

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

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

I reasonably fear that I cannot safely remain in my current apartment. I hereby terminate my lease effective (date at least thirty days after the next rent payment is due).

(signature of tenant)

(date)

Acknowledgement

State of \_\_\_\_\_)

)ss.:

County of \_\_\_\_\_)

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

Notary Public

Part II. Qualified Third Party Statement

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

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

I am:

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

An employee of \_\_\_\_\_ court located in the state of \_\_\_\_\_.

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

A physician licensed to practice in (insert name of state(s)).

A psychiatrist licensed to practice in (insert name of state(s)).

A psychologist licensed to practice in (insert name of state(s)).

A social worker licensed to practice in (insert name of state(s)).

A nurse licensed to practice in (insert name of state(s)).

A therapist or clinical professional counselor licensed to practice in (insert name of state(s));

1 Employed by a government or non-profit agency or service that  
2 advises persons regarding domestic violence or refers them to  
3 persons or agencies for services or advice.

4 A member of the clergy of a church or religious society or denomi-  
5 nation.

6 Other (describe):

7 The person who signed the Tenant/Legal Occupant Statement above has  
8 stated to me that he or she, or a member of his or her household, has  
9 been subject to domestic violence.

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

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

15 \_\_\_\_\_  
16 (name of qualified third party)

17 \_\_\_\_\_  
18 (signature of qualified third party)

19 \_\_\_\_\_  
20 (date)

21 Acknowledgement

22 State of \_\_\_\_\_)  
23 )ss.:  
24 County of \_\_\_\_\_)

25 On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the  
26 undersigned \_\_\_\_\_ notary \_\_\_\_\_ public, \_\_\_\_\_ personally \_\_\_\_\_ appeared  
27 \_\_\_\_\_, personally known to me or proved to me on the  
28 basis of satisfactory evidence to be the individual(s) whose name(s) is  
29 (are) subscribed to the within instrument and acknowledged to me that  
30 he/she/they executed the same in his/her/their capacity(ies), and that  
31 by his/her/their signature(s) on the instrument, the individual(s), or  
32 the person upon behalf of which the individual(s) acted, executed the  
33 instrument.

34 \_\_\_\_\_  
35 Notary Public

36 Part III. Statement of Interpretation/Translation

37 I am bilingual in English and \_\_\_\_\_ and have translated or inter-  
38 preted this document to the best of my ability for the signer above.

1 \_\_\_\_\_  
2 (name of interpreter/translator)

3 \_\_\_\_\_  
4 (signature of interpreter/translator)

5 \_\_\_\_\_  
6 (date)

7 Acknowledgement

8 State of \_\_\_\_\_)  
9 )ss.:  
10 County of \_\_\_\_\_)

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

19 \_\_\_\_\_  
20 Notary Public

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

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

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

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

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

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

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

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

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

3 (b) If there are tenants on the lease other than the terminating  
4 tenant:

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

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

12 5. Confidentiality provisions. (a) Unless the terminating tenant  
13 provides written authorization for the release of information or unless  
14 required by law, court order, or statute, the information shall not be  
15 released. Information that shall be kept confidential shall include  
16 information obtained during the process of the tenant terminating his or  
17 her lease in accordance with this section, such as: (i) the nature of  
18 the termination, (ii) the status of the tenant or member of the tenant's  
19 household as a victim of domestic violence, and (iii) any information  
20 contained in documentation provided to demonstrate status as a victim of  
21 domestic violence.

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

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

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

32 § 2. This act shall take effect immediately.