STATE OF NEW YORK

4257--B

Cal. No. 550

2021-2022 Regular Sessions

IN SENATE

February 3, 2021

Introduced by Sens. RIVERA, JACKSON -- read twice and ordered printed, and when printed to be committed to the Committee on Cities 1 -- reported favorably from said committee, ordered to first and second report, ordered to a third reading, amended and ordered reprinted, retaining its place in the order of third reading -- again amended and ordered reprinted, retaining its place in the order of third reading

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:

Section 1. Title 22 of the administrative code of the city of New York is amended by adding a new chapter 13 to read as follows:

CHAPTER 13

COMMERCIAL LEASE CONTRACTS

§ 22-1301 Definitions. As used in this chapter the following terms have the following meanings:

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

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

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

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

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

§ 22-1302 Commercial lease contract requirements. 1. A landlord shall provide a written contract to a commercial tenant. Such written contract must include, but is not limited to, the:

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

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

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b. contact information for the property owner or manager and the primary contact of the business, all contacts preferred by those parties should be included on the lease, which shall not be limited to only one contact;

c. term of the lease, with the date of commencement and date of termination of such term;

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

e. monthly rent and due date;

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

g. explanation of any additional fees or charges, if any, such as contribution to property taxes, insurance, maintenance, facade or structural repairs, or utilities, whether this is consecutive or a one-time payment; and

h. all the responsibilities for the commercial tenant and the landlord, if any.

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

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

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

a. continue their tenancy until the contract is provided;

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

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

§ 2. This act shall take effect immediately and shall apply to all contracts entered into, renewed, modified or amended on or after such effective date.