

# STATE OF NEW YORK

5746--A

2021-2022 Regular Sessions

## IN SENATE

March 17, 2021

Introduced by Sen. HOYLMAN -- read twice and ordered printed, and when printed to be committed to the Committee on Judiciary -- recommitted to the Committee on Judiciary in accordance with Senate Rule 6, sec. 8 -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the real property law, in relation to providing a deceased tenant's legal representative the option to terminate such tenant's lease upon notice to the landlord

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

1 Section 1. Section 236 of the real property law, as added by chapter  
2 156 of the laws of 1965, is amended to read as follows:  
3 § 236. [~~Assignment~~] Termination of lease of a deceased tenant.  
4 Notwithstanding any contrary provision contained in any lease hereafter  
5 made or renewed which affects premises demised for residential use, or  
6 partly for residential and partly for professional use, the executor,  
7 administrator or legal representative of a deceased tenant under such a  
8 lease [~~, may request the landlord thereunder to consent to the assignment~~  
9 ~~of such a lease, or to the subletting of the premises demised thereby~~]  
10 shall have the option to terminate such a lease upon notice given to the  
11 landlord. Such termination shall be effective as of the date on which  
12 the tenant's estate notifies the landlord of its election to terminate  
13 and surrenders possession of the premises. Such [~~request~~] termination  
14 option shall be accompanied by the written consent thereto of any  
15 co-tenant or guarantor of such lease [~~and a statement of the name, busi-~~  
16 ~~ness and home addresses of the proposed assignee or sublessee. Within~~  
17 ~~ten days after the mailing of such request, the landlord may ask the~~  
18 ~~sender thereof for additional information as will enable the landlord to~~  
19 ~~determine if rejection of such request shall be unreasonable. Within~~  
20 ~~thirty days after the mailing of the request for consent, or of the~~  
21 ~~additional information reasonably asked for by the landlord, whichever~~

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

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1 ~~is later, the landlord shall send a notice to the sender thereof of his~~  
2 ~~election to terminate said lease or to grant or refuse his consent.~~  
3 ~~Landlord's failure to send such a notice shall be deemed to be a consent~~  
4 ~~to the proposed assignment or subletting. If the landlord consents, said~~  
5 ~~lease may be assigned in accordance with the request provided a written~~  
6 ~~agreement by the assignee assuming the performance of the tenant's obli-~~  
7 ~~gations under the lease is delivered to the landlord in form reasonably~~  
8 ~~satisfactory to the landlord, or the premises may be sublet in accord-~~  
9 ~~ance with the request, as the case may be, but the estate of the~~  
10 ~~deceased tenant, and any other tenant thereunder, shall nevertheless~~  
11 ~~remain liable for the performance of tenant's obligations under said~~  
12 ~~lease. If the landlord terminates said lease or unreasonably refuses his~~  
13 ~~consent, said lease shall be deemed terminated, and the estate of the~~  
14 ~~deceased tenant and any other tenant thereunder shall be discharged from~~  
15 ~~further liability thereunder as of the last day of the calendar month~~  
16 ~~during which the landlord was required hereunder to exercise his option.~~  
17 ~~If the landlord reasonably refuses his consent, said lease shall contin-~~  
18 ~~ue in full force and effect, subject to the right to make further~~  
19 ~~requests for consent hereunder].~~ Nothing in this section shall be  
20 construed to relieve the tenant's estate of liability for rent money or  
21 any debt incurred prior to the date of termination of the lease, includ-  
22 ing damages to the premises and any expenses the landlord may incur as a  
23 direct result of the tenant's death, except that the tenant's estate  
24 shall not be liable for damages or any other penalty for breach of inad-  
25 equately notice as a result of terminating a lease under this section. Any  
26 [~~request,~~] notice or communication required or authorized to be given  
27 hereunder shall be sent by registered or certified mail, return receipt  
28 requested. This act shall not apply to a proprietary lease, viz.: a  
29 lease to, or held by, a tenant entitled thereto by reason of ownership  
30 of stock in a corporate owner of premises which operates the same on a  
31 cooperative basis. Any waiver of any part of this section shall be void  
32 as against public policy.  
33 § 2. This act shall take effect on the ninetieth day after it shall  
34 have become a law.