

STATE OF NEW YORK

6261

2025-2026 Regular Sessions

IN ASSEMBLY

February 27, 2025

Introduced by M. of A. SIMONE, ALVAREZ, COLTON, CUNNINGHAM, DeSTEFANO, DINOWITZ, EPSTEIN, KELLES, RAGA, RIVERA, SHIMSKY, TAYLOR, WALKER -- read once and referred to the Committee on Housing

AN ACT to amend the administrative code of the city of New York, the emergency tenant protection act of nineteen seventy-four and the emergency housing rent control law, in relation to prohibiting the adjustment of maximum allowable rent where any modification, increase or improvement is made to accommodate the needs of a disabled tenant

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

1 Section 1. Subparagraph (e) of paragraph 1 of subdivision g of section
2 26-405 of the administrative code of the city of New York, as amended by
3 section 5 of part FF of chapter 56 of the laws of 2024, is amended to
4 read as follows:
5 (e) The landlord and tenant by mutual voluntary written agreement
6 demonstrating informed consent agree to a substantial increase or
7 decrease in dwelling space or a change in furniture, furnishings or
8 equipment provided in the housing accommodations. An adjustment under
9 this subparagraph shall be equal to one-one hundred sixty-eighth, in the
10 case of a building with thirty-five or fewer housing accommodations or
11 one-one hundred eightieth in the case of a building with more than thir-
12 ty-five housing accommodations where such adjustment takes effect on or
13 after the effective date of [~~the~~] chapter thirty-six of the laws of two
14 thousand nineteen [~~that amended this subparagraph~~], of the total actual
15 cost incurred by the landlord in providing such reasonable and verifi-
16 able modification or increase in dwelling space, furniture, furnishings,
17 or equipment, including the cost of installation but excluding finance
18 charges and any costs that exceed reasonable costs established by rules
19 and regulations promulgated by the division of housing and community
20 renewal. Such rules and regulations shall include: (i) requirements for
21 work to be done by licensed contractors and prohibit common ownership

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

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1 between the landlord and the contractor or vendor; and (ii) a require-
2 ment that the owner resolve within the dwelling space all outstanding
3 hazardous or immediately hazardous violations of the Uniform Fire
4 Prevention and Building Code (Uniform Code), New York City Fire Code, or
5 New York City Building and Housing Maintenance Codes, if applicable.
6 Provided further that an owner who is entitled to a rent increase pursu-
7 ant to this subparagraph shall not be entitled to a further rent
8 increase based upon the installation of similar equipment, or new furni-
9 ture or furnishings within the useful life of such new equipment, or new
10 furniture or furnishings. Provided further that the recoverable costs
11 incurred by the landlord, pursuant to this subparagraph shall be limited
12 to an aggregate cost of thirty thousand dollars in a fifteen year period
13 beginning with the first individual apartment improvement on or after
14 June fourteenth, two thousand nineteen. The owner shall give written
15 notice to the city rent agency of any such adjustment pursuant to this
16 subparagraph; provided, however, an owner shall not be entitled to any
17 adjustment pursuant to this subparagraph where any modification or
18 increase in dwelling space, services, furniture, furnishings or equip-
19 ment is made to accommodate the needs of a disabled tenant. For purposes
20 of this subparagraph, "disabled" means an individual (i) with a physical
21 or mental impairment, including, but not limited to, those of neurologi-
22 cal, emotional or sensory organs, which substantially limits one or more
23 of the individual's major life activities, and (ii) who is regarded as
24 having such an impairment as certified by a licensed physician of this
25 state; or

26 § 2. Paragraph 13 of subdivision c of section 26-511 of the adminis-
27 trative code of the city of New York, as amended by section 3 of part FF
28 of chapter 56 of the laws of 2024, is amended to read as follows:

29 (13) provides that an owner is entitled to a rent increase where there
30 has been a substantial modification or increase of dwelling space, or
31 installation of new equipment or improvements or new furniture or
32 furnishings provided in or to a tenant's housing accommodation, on writ-
33 ten informed tenant consent to the rent increase. In the case of a
34 vacant housing accommodation, tenant consent shall not be required.
35 Except as provided in subparagraph (B) of this paragraph, increase in
36 the legal regulated rent for the affected housing accommodation shall be
37 one-one hundred sixty-eighth, in the case of a building with thirty-five
38 or fewer housing accommodations or one-one hundred eightieth in the case
39 of a building with more than thirty-five housing accommodations where
40 such increase takes effect on or after the effective date of [~~the~~ chap-
41 ter thirty-six of the laws of two thousand nineteen [~~that amended this~~
42 ~~paragraph~~], of the total actual cost incurred by the landlord in provid-
43 ing such reasonable and verifiable modification or increase in dwelling
44 space, furniture, furnishings, or equipment, including the cost of
45 installation but excluding finance charges and any costs that exceed
46 reasonable costs established by rules and regulations promulgated by the
47 division of housing and community renewal. Such rules and regulations
48 shall include: (i) requirements for work to be done by licensed
49 contractors and prohibit common ownership between the landlord and the
50 contractor or vendor; and (ii) a requirement that the owner resolve
51 within the dwelling space all outstanding hazardous or immediately
52 hazardous violations of the Uniform Fire Prevention and Building Code
53 (Uniform Code), New York City Fire Code, or New York City Building and
54 Housing Maintenance Codes, if applicable. Provided further that an owner
55 who is entitled to a rent increase pursuant to this paragraph shall not
56 be entitled to a further rent increase based upon the installation of

1 similar equipment, or new furniture or furnishings within the useful
2 life of such new equipment, or new furniture or furnishings. Provided
3 further that the recoverable costs incurred by the landlord, pursuant to
4 this paragraph, shall be limited to an aggregate cost of an amount set
5 forth in this paragraph beginning with the first individual apartment
6 improvement on or after June fourteenth, two thousand nineteen. Provided
7 further that increases to the legal regulated rent pursuant to this
8 paragraph shall be limited to an aggregate cost pursuant to the follow-
9 ing:

10 (A) thirty thousand dollars that may be expended in a fifteen-year
11 period beginning with the first individual apartment improvement on or
12 after June fourteenth, two thousand nineteen, provided further that:

13 (1) if there is a tenant in place at the time the individual apartment
14 improvement is undertaken, no costs incurred by the landlord shall be
15 recoverable pursuant to this subparagraph unless the landlord obtains
16 written tenant consent from the tenant in place at the time the individ-
17 ual apartment improvement was undertaken;

18 (2) increases to the legal regulated rent pursuant to this subpara-
19 graph shall be permanent; and

20 (3) the thirty thousand dollars may be expended, in the aggregate, on
21 any number of separate individual apartment improvements in a fifteen-
22 year period, but in no event shall costs above thirty thousand dollars
23 be recoverable in a fifteen-year period pursuant to this subparagraph.

24 (B) fifty thousand dollars that may be expended in a fifteen-year
25 period beginning with the first individual apartment improvement on or
26 after June fourteenth, two thousand nineteen, pursuant to regulation,
27 operational bulletin or such other guidance as the division of housing
28 and community renewal may issue, provided further that:

29 (1) costs shall only be recoverable by a landlord pursuant to this
30 subparagraph for an individual apartment improvement undertaken during a
31 vacancy;

32 (2) costs shall only be recoverable by a landlord pursuant to this
33 subparagraph for an individual apartment improvement if (i) the apart-
34 ment was timely registered as vacant by no later than the thirty-first
35 of December in each of two thousand twenty-two, two thousand twenty-
36 three, and [~~two thousand~~] two thousand twenty-four, provided that a
37 landlord may recover costs on this basis no more than once, or (ii) if
38 the apartment is vacant following a period of continuous occupancy of at
39 least twenty-five years that occurred immediately prior to the commence-
40 ment of such individual apartment improvement;

41 (3) costs shall only be recoverable by a landlord pursuant to this
42 subparagraph if such landlord has received prior certification to
43 recover costs pursuant to this subparagraph from the division of housing
44 and community renewal based on establishing that the landlord satisfies
45 one of the eligibility criteria delineated in clause two of this subpara-
46 graph, provided further that such certification shall not be deemed as
47 evidence that the work performed or costs claimed for the individual
48 apartment improvement was substantiated or to otherwise act as a defense
49 in any subsequent rent overcharge proceeding, determination, or audit;

50 (4) increases to the legal regulated rent pursuant to this subpara-
51 graph shall be permanent;

52 (5) the increase in the legal regulated rent for the affected housing
53 accommodation shall be one-one hundred forty-fourth, in the case of a
54 building with thirty-five or fewer housing accommodations or one-one
55 hundred fifty-sixth in the case of a building with more than thirty-five
56 housing accommodations where such increase takes effect on or after the

1 effective date of this chapter, of the total actual cost incurred by the
2 landlord up to fifty thousand dollars in providing such reasonable and
3 verifiable modification or increase in dwelling space, furniture,
4 furnishings, or equipment, including the cost of installation but
5 excluding finance charges and any costs that exceed reasonable costs
6 established by rules and regulations promulgated by the division of
7 housing and community renewal;

8 (6) costs shall only be recoverable by a landlord pursuant to this
9 subparagraph for an individual apartment improvement if, immediately
10 prior to undertaking such individual apartment improvement, the landlord
11 submits to the division of housing and community renewal any evidence
12 that the division of housing and community renewal deems necessary and
13 requests pursuant to regulation, operational bulletin or other guidance,
14 demonstrating that the improvement was necessitated by a sub-standard
15 condition or exceeding its useful life immediately prior to the land-
16 lord's work to improve the unit and the landlord's planned work to
17 improve the unit. Such evidence shall include, but shall not be limited
18 to, photos of any areas, aspects or appliances in the apartment that
19 will be improved, and any necessary permits required to undertake the
20 improvements;

21 (7) costs shall only be recoverable by a landlord pursuant to this
22 subparagraph for an individual apartment improvement if, immediately
23 subsequent to undertaking the individual apartment improvement, the
24 landlord submits to the division of housing and community renewal any
25 evidence that the division of housing and community renewal deems neces-
26 sary and requests pursuant to regulation, operational bulletin or other
27 guidance, evidence of the completed work. Such evidence shall include,
28 but shall not be limited to, photographs of the completed work, itemized
29 receipts for all parts, materials, appliances, and labor costs, and
30 proof of payment. Provided further, the division of housing and communi-
31 ty renewal shall require the payment of a fee that equals one percent of
32 the amount claimed for the individual apartment improvement at the time
33 of such filing;

34 (8) for costs recoverable pursuant to item (ii) of clause two of this
35 subparagraph, the fifty thousand dollars may be expended, in the aggre-
36 gate, on any number of separate individual apartment improvements in a
37 fifteen-year period, but in no event shall costs above fifty thousand
38 dollars be recoverable in a fifteen-year period pursuant to this subpar-
39 agraph;

40 (9) the division of housing and community renewal may perform an audit
41 of any individual apartment improvement conducted pursuant to this
42 subparagraph to determine whether the individual apartment improvement
43 was undertaken in the manner described and to the extent claimed by the
44 landlord, whether the costs claimed were substantiated by records, and
45 whether the rent was properly adjusted. Such audit may incorporate an
46 inspection of the accommodation at bar. The landlord and the tenant
47 living in the accommodation may participate in such audit. In the event
48 the audit finds that the recoverable costs claimed by the landlord
49 cannot be substantiated, the resulting overcharge shall be considered to
50 be willful. In addition, the division of housing and community renewal
51 may issue any fines or penalties set forth in regulations;

52 (10) the division of housing and community renewal shall perform
53 random on-site inspections, as it deems necessary, for any unit for
54 which the owner seeks to recover costs pursuant to this subparagraph;
55 and

1 (11) no owner shall be eligible for the rent increase based on indi-
2 vidual apartment improvements pursuant to this subparagraph if, within
3 the five-year period prior to filing such individual apartment improve-
4 ment, any unit within any building owned by any owner of the building in
5 which the unit for which the owner seeks an individual apartment
6 improvement is located, including but not limited to partial or benefi-
7 cial owners, has been the subject of an award or determination by the
8 division of housing and community renewal or a court of competent juris-
9 diction for treble damages due to an overcharge or the owner of the
10 building in which the unit is located has been the subject of an award
11 or determination by the division of housing and community renewal or a
12 court of competent jurisdiction for harassment of any tenants, provided
13 that such owner shall provide an affidavit confirming such owner's
14 eligibility under this clause to the division of housing and community
15 renewal at the same time as, and in addition to, any other materials the
16 division of housing and community renewal shall require an owner to
17 submit pursuant to clause six of this subparagraph, and provided further
18 that such affidavit shall not be deemed to be evidence of compliance
19 with this clause or a defense in any subsequent rent overcharge proceed-
20 ing, determination, or audit.

21 Provided, however, an owner shall not be entitled to any rent increase
22 pursuant to this paragraph where any modification, increase or improve-
23 ment in dwelling space, services, furniture, furnishings or equipment is
24 made to accommodate the needs of a disabled tenant. For purposes of this
25 paragraph, "disabled" means an individual (i) with a physical or mental
26 impairment, including, but not limited to, those of neurological,
27 emotional or sensory organs, which substantially limits one or more of
28 the individual's major life activities, and (ii) who is regarded as
29 having such an impairment as certified by a licensed physician of this
30 state.

31 § 3. Paragraph 1 of subdivision d of section 6 of section 4 of chapter
32 576 of the laws of 1974, constituting the emergency tenant protection
33 act of nineteen seventy-four, as amended by section 1 of part FF of
34 chapter 56 of the laws of 2024, is amended to read as follows:

35 (1) there has been a substantial modification or increase of dwelling
36 space, or installation of new equipment or improvements or new furniture
37 or furnishings, provided in or to a tenant's housing accommodation, on
38 written informed tenant consent to the rent increase. In the case of a
39 vacant housing accommodation, tenant consent shall not be required.
40 Except as provided in subparagraph (B) of this paragraph, the increase
41 in the legal regulated rent for the affected housing accommodation shall
42 be one-one hundred sixty-eighth, in the case of a building with thirty-
43 five or fewer housing accommodations or one-one hundred eightieth in the
44 case of a building with more than thirty-five housing accommodations
45 where such increase takes effect on or after the effective date of [~~the~~
46 chapter thirty-six of the laws of two thousand nineteen [~~that amended~~
47 ~~this paragraph~~], of the total actual cost incurred by the landlord up to
48 an amount set forth in this paragraph in providing such reasonable and
49 verifiable modification or increase in dwelling space, furniture,
50 furnishings, or equipment, including the cost of installation but
51 excluding finance charges and any costs that exceed reasonable costs
52 established by rules and regulations promulgated by the division of
53 housing and community renewal. Such rules and regulations shall include:
54 (i) requirements for work to be done by licensed contractors and a
55 prohibition on common ownership between the landlord and the contractor
56 or vendor; and (ii) a requirement that the owner resolve within the

1 dwelling space all outstanding hazardous or immediately hazardous
2 violations of the Uniform Fire Prevention and Building Code (Uniform
3 Code), New York City Fire Code, or New York City Building and Housing
4 Maintenance Codes, if applicable. Provided further that an owner who is
5 entitled to a rent increase pursuant to this paragraph shall not be
6 entitled to a further rent increase based upon the installation of simi-
7 lar equipment, or new furniture or furnishings within the useful life of
8 such new equipment, or new furniture or furnishings. Provided further
9 that the recoverable costs incurred by the landlord, pursuant to this
10 paragraph, shall be limited to an aggregate cost pursuant to the follow-
11 ing:

12 (A) thirty thousand dollars that may be expended in a fifteen-year
13 period beginning with the first individual apartment improvement on or
14 after June fourteenth, two thousand nineteen, provided further that:

15 (1) if there is a tenant in place at the time the individual apartment
16 improvement is undertaken, no costs incurred by the landlord shall be
17 recoverable pursuant to this subparagraph unless the landlord obtains
18 written tenant consent from the tenant in place at the time the individ-
19 ual apartment improvement was undertaken;

20 (2) increases to the legal regulated rent pursuant to this subpara-
21 graph shall be permanent; and

22 (3) the thirty thousand dollars may be expended, in the aggregate, on
23 any number of separate individual apartment improvements in a fifteen-
24 year period, but in no event shall costs above thirty thousand dollars
25 be recoverable in a fifteen-year period pursuant to this subparagraph.

26 (B) fifty thousand dollars that may be expended in a fifteen-year
27 period beginning with the first individual apartment improvement on or
28 after June fourteenth, two thousand nineteen, pursuant to regulation,
29 operational bulletin or such other guidance as the division of housing
30 and community renewal may issue, provided further that:

31 (1) costs shall only be recoverable by a landlord pursuant to this
32 subparagraph for an individual apartment improvement undertaken during a
33 vacancy;

34 (2) costs shall only be recoverable by a landlord pursuant to this
35 subparagraph for an individual apartment improvement if (i) the apart-
36 ment was timely registered as vacant by no later than the thirty-first
37 of December in each of two thousand twenty-two, two thousand twenty-
38 three, and two thousand twenty-four, provided that a landlord may
39 recover costs on this basis no more than once, or (ii) if the apartment
40 is vacant following a period of continuous occupancy of at least twen-
41 ty-five years that occurred immediately prior to the commencement of
42 such individual apartment improvement;

43 (3) costs shall only be recoverable by a landlord pursuant to this
44 subparagraph if such landlord has received prior certification to
45 recover costs pursuant to this subparagraph from the division of housing
46 and community renewal based on establishing that the landlord satisfies
47 one of the eligibility criteria delineated in clause two of this subpara-
48 graph, provided further that such certification shall not be deemed as
49 evidence that the work performed or costs claimed for the individual
50 apartment improvement was substantiated or to otherwise act as a defense
51 in any subsequent rent overcharge proceeding, determination, or audit;

52 (4) increases to the legal regulated rent pursuant to this subpara-
53 graph shall be permanent;

54 (5) the increase in the legal regulated rent for the affected housing
55 accommodation shall be one-one hundred forty-fourth, in the case of a
56 building with thirty-five or fewer housing accommodations or one-one

1 hundred fifty-sixth in the case of a building with more than thirty-five
2 housing accommodations where such increase takes effect on or after the
3 effective date of the chapter of the laws of two thousand twenty-four
4 that amended this paragraph, of the total actual cost incurred by the
5 landlord up to fifty thousand dollars in providing such reasonable and
6 verifiable modification or increase in dwelling space, furniture,
7 furnishings, or equipment, including the cost of installation but
8 excluding finance charges and any costs that exceed reasonable costs
9 established by rules and regulations promulgated by the division of
10 housing and community renewal;

11 (6) costs shall only be recoverable by a landlord pursuant to this
12 subparagraph for an individual apartment improvement if, immediately
13 prior to undertaking such individual apartment improvement, the landlord
14 submits to the division of housing and community renewal any evidence
15 that the division of housing and community renewal deems necessary and
16 requests pursuant to regulation, operational bulletin or other guidance,
17 demonstrating that the improvement was necessitated by a sub-standard
18 condition or exceeding its useful life immediately prior to the land-
19 lord's work to improve the unit and the landlord's planned work to
20 improve the unit. Such evidence shall include, but shall not be limited
21 to, photos of any areas, aspects or appliances in the apartment that
22 will be improved, and any necessary permits required to undertake the
23 improvements;

24 (7) costs shall only be recoverable by a landlord pursuant to this
25 subparagraph for an individual apartment improvement if, immediately
26 subsequent to undertaking the individual apartment improvement, the
27 landlord submits to the division of housing and community renewal any
28 evidence that the division of housing and community renewal deems neces-
29 sary and requests pursuant to regulation, operational bulletin or other
30 guidance, evidence of the completed work. Such evidence shall include,
31 but shall not be limited to, photographs of the completed work, itemized
32 receipts for all parts, materials, appliances, and labor costs, and
33 proof of payment. Provided further, the division of housing and communi-
34 ty renewal shall require the payment of a fee that equals one percent of
35 the amount claimed for the individual apartment improvement at the time
36 of such filing;

37 (8) for costs recoverable pursuant to item (ii) of clause two of this
38 subparagraph, the fifty thousand dollars may be expended, in the aggre-
39 gate, on any number of separate individual apartment improvements in a
40 fifteen-year period, but in no event shall costs above fifty thousand
41 dollars be recoverable in a fifteen-year period pursuant to this subpar-
42 agraph;

43 (9) the division of housing and community renewal may perform an audit
44 of any individual apartment improvement conducted pursuant to this
45 subparagraph to determine whether the individual apartment improvement
46 was undertaken in the manner described and to the extent claimed by the
47 landlord, whether the costs claimed were substantiated by records, and
48 whether the rent was properly adjusted. Such audit may incorporate an
49 inspection of the accommodation at bar. The landlord and the tenant
50 living in the accommodation may participate in such audit. In the event
51 the audit finds that the recoverable costs claimed by the landlord
52 cannot be substantiated, the resulting overcharge shall be considered to
53 be willful. In addition, the division of housing and community renewal
54 may issue any fines or penalties set forth in regulations;

55 (10) the division of housing and community renewal shall perform
56 random on-site inspections, as it deems necessary, for any unit for

1 which the owner seeks to recover costs pursuant to this subparagraph;
2 and

3 (11) no owner shall be eligible for the rent increase based on indi-
4 vidual apartment improvements pursuant to this subparagraph if, within
5 the five year period prior to filing such individual apartment improve-
6 ment, any unit within any building owned by any owner of the building in
7 which the unit for which the owner seeks an individual apartment
8 improvement is located, including but not limited to partial or benefi-
9 cial owners, has been the subject of an award or determination by the
10 division of housing and community renewal or a court of competent juris-
11 diction for treble damages due to an overcharge or the owner of the
12 building in which the unit is located has been the subject of an award
13 or determination by the division of housing and community renewal or a
14 court of competent jurisdiction for harassment of any tenants, provided
15 that such owner shall provide an affidavit confirming such owner's
16 eligibility under this clause to the division of housing and community
17 renewal at the same time as, and in addition to, any other materials the
18 division of housing and community renewal shall require an owner to
19 submit pursuant to clause six of this subparagraph, and provided further
20 that such affidavit shall not be deemed to be evidence of compliance
21 with this clause or a defense in any subsequent rent overcharge proceed-
22 ing, determination, or audit.

23 Provided, however, an owner shall not be entitled to any rent increase
24 pursuant to this paragraph where any modification, increase or improve-
25 ment in dwelling space, services, furniture, furnishings or equipment is
26 made to accommodate the needs of a disabled tenant. For purposes of this
27 paragraph, "disabled" means an individual (i) with a physical or mental
28 impairment, including, but not limited to, those of neurological,
29 emotional or sensory organs, which substantially limits one or more of
30 the individual's major life activities, and (ii) who is regarded as
31 having such an impairment as certified by a licensed physician of this
32 state.

33 § 4. Subparagraph 5 of the second undesignated paragraph of paragraph
34 (a) of subdivision 4 of section 4 of chapter 274 of the laws of 1946,
35 constituting the emergency housing rent control law, as amended by
36 section 7 of part FF of chapter 56 of the laws of 2024, is amended to
37 read as follows:

38 (5) the landlord and tenant by mutual voluntary written informed
39 agreement agree to a substantial increase or decrease in dwelling space,
40 furniture, furnishings or equipment provided in the housing accommo-
41 dations; provided that an owner shall be entitled to a rent increase
42 where there has been a substantial modification or increase of dwelling
43 space, or installation of new equipment or improvements or new furniture
44 or furnishings provided in or to a tenant's housing accommodation. The
45 increase in the maximum rent for the affected housing accommodation
46 shall be one-one hundred sixty-eighth, in the case of a building with
47 thirty-five or fewer housing accommodations, or one-one hundred eight-
48 ieth, in the case of a building with more than thirty-five housing
49 accommodations where such increase takes effect on or after the effec-
50 tive date of [~~the~~] chapter thirty-nine of the laws of two thousand nine-
51 teen [~~that amended this subparagraph~~], of the total actual cost incurred
52 by the landlord up to thirty thousand dollars in providing such reason-
53 able and verifiable modification or increase in dwelling space, furni-
54 ture, furnishings, or equipment, including the cost of installation but
55 excluding finance charges and any costs that exceed reasonable costs
56 established by rules and regulations promulgated by the division of

1 housing and community renewal. Such rules and regulations shall include:
2 (i) requirements for work to be done by licensed contractors and a
3 prohibition on common ownership between the landlord and the contractor
4 or vendor; and (ii) a requirement that the owner resolve within the
5 dwelling space all outstanding hazardous or immediately hazardous
6 violations of the uniform fire prevention and building code (Uniform
7 Code), New York city fire code, or New York city building and housing
8 maintenance codes, if applicable. Provided further that an owner who is
9 entitled to a rent increase pursuant to this clause shall not be enti-
10 tled to a further rent increase based upon the installation of similar
11 equipment, or new furniture or furnishings within the useful life of
12 such new equipment, or new furniture or furnishings. Provided further
13 that the recoverable costs incurred by the landlord, pursuant to this
14 subparagraph, shall be limited to an aggregate cost of thirty thousand
15 dollars in a fifteen year period beginning with the first individual
16 apartment improvement on or after June fourteenth, two thousand nine-
17 teen. The owner shall give written notice to the commission of any such
18 adjustment pursuant to this clause; provided, however, an owner shall
19 not be entitled to any adjustment pursuant to this clause where any
20 modification, improvement or increase in dwelling space, services,
21 furniture, furnishings or equipment is made to accommodate the needs of
22 a disabled tenant. For purposes of this clause, "disabled" means an
23 individual (i) with a physical or mental impairment, including, but not
24 limited to, those of neurological, emotional or sensory organs, which
25 substantially limits one or more of the individual's major life activ-
26 ities, and (ii) who is regarded as having such an impairment as certi-
27 fied by a licensed physician of this state; or

28 § 5. This act shall take effect immediately; provided that:

29 (a) the amendments to section 26-405 of the city rent and rehabili-
30 tation law made by section one of this act shall remain in full force
31 and effect only as long as the public emergency requiring the regulation
32 and control of residential rents and evictions continues, as provided in
33 subdivision 3 of section 1 of the local emergency housing rent control
34 act; and

35 (b) the amendments made to section 26-511 of chapter 4 of title 26 of
36 the administrative code of the city of New York made by section two of
37 this act shall expire on the same date as such law expires and shall not
38 affect the expiration of such law as provided under section 26-520 of
39 such law.