STATE OF NEW YORK

10740

IN SENATE

November 13, 2026

Introduced by Sen. CLEARE -- read twice and ordered printed, and when printed to be committed to the Committee on Rules

AN ACT to amend the social services law and the real property actions and proceedings law, in relation to supportive housing procedures

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

Section 1. Article 2-A of the social services law is amended by adding a new title 3 to read as follows:

TITLE 3

SUPPORTIVE HOUSING PROCEDURES

Section 46. Definitions.

46-a. Discharge from permanent supported housing programs.

46-b. Appeal of discharge.

46-c. Pre-eviction requirements in permanent supported housing programs.

§ 46. Definitions. As used in this title, the following terms shall have the following meanings:

1. "Supportive housing" means affordable, permanent housing with supportive services for tenants.

2. "Provider" means a provider under contract or similar agreement with an agency to provide supportive housing.

3. "Tenant" means a person occupying, or intending to occupy, the dwelling unit for thirty consecutive days or more.

§ 46-a. Discharge from permanent supported housing programs. 1. A tenant and/or occupant receiving services through a state- or city-contracted supportive housing program shall not be discharged from such supportive housing program, except where the recipient is known to be deceased, or upon certification by the contracting agency that the recipient cannot be located to verify their continued eligibility for benefits and services, or where the tenant voluntarily transfers out of the program or to a different supportive housing program.

2. Where a provider determines that a program participant is deceased, the supported housing provider must notify the contracting agency of this status within ten days, including information as to the date,

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

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location and cause of death, and document this information in the tenant file. The contracting agency will maintain a database of all persons deceased in supportive housing by month and year, including the program, contracted service provider, and reason for death.

3. Where a recipient of supportive housing services cannot be located, the supportive housing provider shall notify the contracting agency of this status. Thereafter the contracting agency shall conduct a reasonable good faith search for at least a ninety-day period to locate the recipient, including sending written notice by certified mail, return receipt requested, to the last known address of such recipient and any known alternative addresses and/or emergency contacts of record, requesting the recipient to contact the division within thirty days.

4. Where a recipient of supportive housing services voluntarily relocates and/or transfers to another supportive housing program, the supported housing provider must give notice to the contracting agency of this change. All voluntary discharges and/or transfers from supportive housing must be documented with the written, dated consent of the tenant.

5. The contracting agency must maintain a database of all persons exiting supportive housing by month and year, including the program, contracted service provider, reason for exit, and whether the exit was voluntary. The database must also state if there was current litigation to evict the tenant at the time of exit, and whether that litigation was a non-payment case or a holdover proceeding.

6. Eviction from a supportive housing unit, or failure to participate in a program's offered services, is not grounds for discharge from a supportive housing program.

§ 46-b. Appeal of discharge. 1. Within sixty days of the effective date of this section, each agency contracting for supportive housing shall establish a notice and appeals process for any household discharged from supportive housing.

2. A recipient of supportive housing services shall have the right to appeal any agency determination within twelve months; any discharge subject to an appeal shall be stayed until such time that the recipient's appeal is resolved by the agency or a court of competent jurisdiction.

3. Any final determination by an agency shall be subject to review pursuant to article seventy-eight of the civil practice law and rules.

§ 46-c. Pre-eviction requirements in permanent supported housing programs. 1. Notwithstanding the requirements of section forty-six-a of this title, any supported housing provider may commence an eviction proceeding against a supportive housing tenant under the following circumstances:

(a) where the tenant has failed to pay that portion of rent not attributable to government subsidy, and where such failure was not caused by expiration, nonrenewal, or lapse of a government subsidy or benefit for which the tenant is eligible or may be eligible;

(b) where the tenant has engaged in repeated, severe or outrageous conduct creating a health or safety hazard for other tenants in the building; or

(c) where the supported housing provider has reasonable grounds to believe that the tenant no longer occupies the premises as their primary residence, except that no period of temporary hospitalization or other long-term medical or rehabilitative care shall create the basis for such cause of action.

2. Where conduct alleged pursuant to paragraph (b) of subdivision one of this section pertains to incidents of alleged domestic violence, a legal action may only be commenced in the event an assessment for domestic violence has been conducted by the contracting agency and found that domestic violence services would not resolve the potential eviction case.

3. No tenant or occupant receiving supportive housing services pursuant to a supported housing contract may be involuntarily transferred or removed from possession of their apartment.

4. (a) Prior to commencement of any eviction proceeding, the provider, landlord, and/or agents thereof shall first make every reasonable effort to assist the tenant to resolve any issues giving rise to a cause of action pursuant to subdivision one of this section. These efforts must be documented in the tenant's individual service plan and case notes, including signed and dated informed consent of both tenant and provider.

(b) Upon default in any rent payment of one month or longer, any supportive housing provider shall be required to provide tenants with a detailed rent statement, differentiating between the tenant portion and any government subsidy, where applicable.

(c) Where a provider wishes to commence a proceeding to recover rent arrears:

(i) The provider must serve the tenant with thirty days' notice of unpaid rent, including an accurate accounting of all rent owed by month, differentiating between tenant portion and government subsidy and excluding any non-rent fees.

(ii) The notice required pursuant to subparagraph (i) of this paragraph must be provided in the preferred mode of outreach identified by the tenant, and in the tenant's primary language.

(iii) (1) Within seven days of issuance of the notice, or at a reasonable time as requested by the tenant, the provider shall schedule a meeting to discuss the rent breakdown with the tenant, and to present available options for recovery of the rent owed.

(2) The provider shall not deny any request from the tenant to be accompanied by a legal representative, caseworker, family member, or other identified advocate at the initial or any subsequent meeting.

(3) During a meeting pursuant to clause one of this subparagraph, the provider shall document and investigate any objections to the rent statement identified by the tenant, including any basis for withholding rent. The contracting agency shall disseminate a standardized form for recording objections which must be included in any tenant file prior to commencement of an eviction proceeding. Such form shall include a field for tenant signature and date. Any form lacking a tenant signature shall be considered invalid for the purposes of this section.

(4) Following the initial meeting, the provider shall engage the tenant with direct support necessary to resolve the nonpayment, including but not limited to assistance with financial management, reinstating government benefits, applying for rent arrears grants and/or charitable assistance. A referral to government assistance or unaffiliated social services agency does not constitute direct support for the purposes of this clause.

(iv) No provider shall commence legal action against any tenant who is cooperating or indicated willingness to cooperate with efforts to obtain arrears through a rental arrears grant or charitable grant.

(v) If after three attempts to provide case management or other social services intervention, the tenant continues to default in rent obli-

gations, the provider may seek relief under subdivision five of this section.

(d) Where a provider alleges that the tenant has engaged in repeated hazardous or unsafe conduct impacting other tenants in the building:

(i) The provider shall provide the tenant with thirty days' notice of the objectionable conduct, including detailed, specific incidents and dates.

(ii) The provider must schedule a meeting within seven days of issuance of the notice, or at a reasonable time as requested by the tenant, to discuss the allegations and to present available options for resolution. The provider shall not deny any request from the tenant to be accompanied by a legal representative, caseworker, family member, or other identified advocate at the initial or any subsequent meeting.

(iii) The notice required pursuant to subparagraph (ii) of this paragraph must be provided in the preferred mode of outreach identified by the tenant, and in the tenant's first spoken language.

(iv) During a meeting pursuant to subparagraph (ii) of this paragraph, the provider shall document and investigate any objections to the allegations raised by the tenant. The contracting agency shall disseminate a standardized form for recording objections which must be included in any tenant file prior to commencement of an eviction proceeding. Such form shall include a field for tenant signature and date. Any form lacking a tenant signature shall be considered invalid for the purposes of this section.

(v) The provider must additionally retain a clinically-licensed mental health professional to meet with the tenant and determine if the conduct stems from a client's known health or mental health disability, and potential accommodations or support needs that could resolve the alleged conduct.

(vi) Following the initial meeting and any clinical assessment, the provider must make reasonable efforts to comply with any service or reasonable accommodation needs identified by the tenant, and in all respects comply with its obligations under the service plan.

(vii) In the event that successful resolution is not achieved, the provider must document a recurrence of the alleged objectionable conduct, and at least three direct outreach attempts to resolve the objectionable conduct through case conference and/or service interventions. Where the tenant expressly and knowingly consents to such outreach, intervention may include contacting the tenant's known treatment providers and any additional collateral contacts identified by the tenant.

(viii) The provider and the tenant shall consult with the contracting agency or other appropriate entities in an effort to have any differences between the involved parties mediated or to obtain assistance in procuring appropriate residential and service alternatives, which shall include referral to a single point of access process, or a similar successor process, where such process has been established by the local government unit.

(e) Where a provider alleges that a tenant no longer resides at the apartment as the tenant's primary residence:

(i) The provider must follow the requirements of subdivision three of section forty-six-a of this title, including attempts to locate the tenant and/or the tenant's current primary residence.

(ii) To the extent that a tenant indicates to the provider and/or contracting agency or any other advocate that relocation was involuntary or due to any action or negligence of the provider, no eviction may

proceed and the provider shall be required to schedule a meeting with the tenant, any advocate designated by the tenant, a representative of the contracting agency, or other appropriate entities in an effort to have any differences between the involved parties mediated or to obtain assistance in procuring appropriate residential and service alternatives, which shall include referral to a single point of access process, or a similar successor process, where such process has been established by the local government unit.

5. (a) If efforts under subdivision four of this section are not successful, the provider shall serve the tenant with a minimum of thirty days advanced written notice of its intent to terminate the tenancy, pursuant to section seven hundred thirty-five of the real property actions and proceedings law.

(b) The notice shall set forth the reasons for termination in plain language, and provide the date upon which the tenancy shall expire. Such notice shall also advise the tenant of the tenant's right to submit a written objection to the contracting agency, including contact information for the designated agency personnel.

(c) The provider shall simultaneously serve written notice on the contracting agency attaching all documentation pursuant to subdivision four of this section, including the tenant's signed standardized objection form.

(d) If the provider fails to provide written notice and the tenant's signed standardized objection form to the contracting agency, or for any other reason identified by the contracting agency, the agency shall issue a notice within seven days staying any further legal action, pending proper implementation of the procedures described in subdivision four of this section.

6. Notwithstanding the review of the contracting agency, no eviction or termination of tenancy shall occur without a full hearing in a civil court of local jurisdiction. The tenant shall be entitled to a de novo review of all defenses and counterclaims. A tenant's engagement or choice not to engage with a provider or agency pre-eviction process shall not be deemed to waive or otherwise dispatch with available defenses in housing court.

7. The contracted supportive service provider shall actively monitor all landlord/tenant cases and offer assistance to the tenant, including but not limited to the services described in subdivision four of this section, if:

(a) the tenant states that they need assistance in an answer, order to show cause or other filing;

(b) the tenant asks the provider directly for assistance during the pendency of the case; or

(c) the possible need for a guardian ad litem, guardian pursuant to article eighty-one of the mental hygiene law, or referral to adult protective services is raised by any party, court personnel, judge, or city agency during the pendency of the case.

8. Any failure to provide assistance to a tenant shall be a defense to any eviction case. Tenants shall be entitled to raise this defense orally or by amending their answer at any point in the proceeding.

9. Where a warrant has been issued, any alleged failure to provide assistance pursuant to subdivision four of this section shall constitute good cause for a stay pursuant to subdivision three of section seven hundred forty-nine of the real property actions and proceedings law and to vacate a judgment of possession as against the supportive housing tenant.

§ 2. The real property actions and proceedings law is amended by adding a new section 741-a to read as follows:

§ 741-a. Petition requirements applicable to government contracted supported housing. 1. Whenever a proceeding seeking the recovery of real property is filed against a tenant known to be eligible and/or in receipt of supportive housing services, as such terms are defined in section forty-six of the social services law, the petition must include a clear statement:

(a) Attesting to the tenant's receipt of supportive housing services and/or subsidy;

(b) Providing identifying information for the contracting agency and provider;

(c) Identifying all sources of government subsidy utilized to provide social services or subsidize rents at the subject dwelling unit;

(d) Identifying all regulations and policies governing the tenancy/residency, including the specific regulatory agreements applicable to the tenancy;

(e) Certifying that the legal action or proceeding was filed in compliance with the requirements of any governing regulatory agreement and relevant city or state law, regulation or agency guidance;

(f) Appending proof of service of all notices required pursuant to title three of article two-A of the social services law; and

(g) In a nonpayment proceeding, attesting under penalty of perjury that any rent sought is not attributable to lapse of benefits and/or government subsidy.

2. Failure to comply with the requirements of this section renders the petition defective.

§ 3. This act shall take effect on the ninetieth day after it shall have become a law.