

Breaking a Lease

- A landlord must attempt to re-rent an apartment if the tenant breaks the lease
- A new tenant's lease for the apartment would terminate the previous tenant's lease

(RPL 227-E)

Holdover Evictions

- A tenant can ask the court for an order to stay in the apartment for up to one year, while continuing to pay rent.
- An order to stay would require the tenant to make efforts to secure other housing and prove that the eviction would cause hardships.
- If an eviction is for a lease violation, the court must grant 30 days for the tenant to resolve the violation.

(RPAPL 753, 2019 Amendments)

Source of Income Discrimination

- Landlords cannot discriminate based on source of income.

Examples: Section 8, DSS, Housing Vouchers, Social Security Benefits, etc.

(NYS Human Rights Law)

Rent

- Rent is only the cost of use for the apartment
- Late fees and charges cannot be held against the tenant in court for eviction

(RPAPL 702)

Security Deposits

- Security deposits or advances cannot exceed 1-months' rent
- Deposits can be withheld by the landlord for nonpayment of rent, damages beyond normal wear and tear, nonpayment of utilities (that are included in the rent), and the cost of moving/storing a tenant's belongings after moving out.
- Landlords must provide the security deposit and an itemized list of withholdings within 14 days after move out. If the landlord does not return the deposit and/or the list within 14 days, the landlord loses their right to hold the deposit
- If the landlord willfully violates any of these terms, they can be held liable for 2x the cost of the deposit.

(GOB 7-108, 2019 Amendments)

Please call our Hotline with any questions about the new tenant protection laws.

Hotline: 518-436-8997 x 3

Hours of Operation

Monday-Thursday: 10am-3:30pm

Closed for Lunch from 12:00pm-1:00pm

Friday: Closed



Housing Stability and Tenant Protection Act of 2019

Updated Tenant Protection Laws



On June 14th, 2019 the NYS Legislature passed the Housing Stability and Tenant Protection Act of 2019 affording tenants additional protections.

Non-Payment of Rent Evictions

- A written 14-day notice to pay or quit must be given by the landlord before the landlord can petition the tenant to court. *(previously known as a 3-day notice)*
- If the tenant can pay the full amount owed before the court day, the landlord must accept the payment and stop the court process.

(RPAPL 711, 2019 Amendments)

Court Process for Evictions

- Court papers must be served 10-17 days before the court day.
- Tenants have the right to at least a 14-day adjournment in court for factual cause.

(RPAPL 743, 2019 Amendments)

Rent Receipts

- Written receipts of rent are now required by the landlord.
- There is now a 5-day grace period for rent.
- After the 5-day grace period, the landlord must provide a written rent demand sent via certified mail.

(RPL 235-E, 2019 Amendments)

Landlord/Tenant Disputes

- Landlords cannot refuse to rent to a tenant because the tenant was involved in a previous landlord/tenant dispute.

(RPL 227-F)

Unlawful Evictions

- Unlawful evictions are now a Class A Misdemeanor.

Including but not limited to:

- Removing tenant's possessions
- Removing/Changing locks

(RPAPL 768)

Month to Month Tenants

(EFFECTIVE OCTOBER 12 2019)

- Termination notices or notices of rent increases at/more than 5% **must be given in writing** to month-to-month tenants
- If the tenant has lived at the apartment for **less than one year**, they are entitled to **30-days' notice**
- If the tenant has lived at the apartment for **more than one year but less than two years**, they are entitled to **60 -days' notice**
- If the tenant has lived at the apartment for **more than two years**, they are entitled to **90-days' notice**

(RPL 226-c)

Retaliatory Eviction

- Tenants who make a non-repair or warranty of habitability complaint to their landlord or the landlords agent are protected against a retaliatory eviction.
- Landlords must now *prove* that the eviction is not retaliatory, versus just giving an alternate explanation.

(RPL 233-B, 2019 Amendments)

Warrant of Eviction

- Warrants of eviction from the Sheriff/ Marshal (lock out notice) are now 14 days instead of 72 hours.
- Warrants must state the earliest date the lockout could occur.
- If the eviction is for nonpayment of rent, and the tenant pays the full amount owed, the lock out process must stop.

(RPAPL 749, 2019 Amendments)

Fees

- Cost of Background Check:
Maximum of \$20
- Late fees cannot be collected until the end of the 5-day grace period
- Late fees cannot exceed 5% of the rent or \$50

(RPL 238-A)