

# LANDLORD TENANT LAW UPDATES

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HIGHLIGHTS FROM LAWS PASSED IN  
2019



# STARTING A LANDLORD-TENANT RELATIONSHIP

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- A landlord cannot reject a tenant “on the basis of involvement in prior disputes” – cannot use tenant screening reports or check court records. A landlord or landlord’s agent can ask for and call references, but cannot ask about involvement in a landlord-tenant case or other case about the person’s rights as a tenant (Human Rights complaint, etc.).
- Attorney General enforces.
- Effective since 7/14/19, RPL 227-f, new section.

# STARTING A LANDLORD-TENANT RELATIONSHIP

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- A landlord cannot charge anything but: 1 month's security, and the fees for a credit and background check. No application fees, deposit, last month's rent.
- Fees for credit and background check are limited to the *lesser of* the actual cost of pulling the report or \$20. Applicant must get a copy of the report and an invoice. If the applicant brings a recent report, no fee.
- Effective since 6/14/19, RPL 238-a, new section.

# STARTING A LANDLORD-TENANT RELATIONSHIP

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## WESTCHESTER COUNTY LAW

- Since 2013
- Exemption – buildings w fewer than 7 units.
- Cannot refuse Sec 8 or DSS or certain other types of income.

## STATEWIDE LAW

- Since April 2019
- Exemption – owner-occupied 2 family house, single room occupancy, roommates.
- Cannot refuse Sec 8 or DSS or any other lawful source of income. LSHV argues refusal to fill out DSS forms is a violation.

# STARTING A LANDLORD-TENANT RELATIONSHIP

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- Security deposits limited to one month's rent.
- Between lease signing and move-in, must give the tenant an opportunity for a walk-through.
- Any pre-existing damage is written down in detail.
- This record is admissible in a dispute over return of the security deposit at the end of the tenancy.
- Effective since 7/14/19, GOL 7-108.

# LANDLORD-TENANT RELATIONSHIP

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- If a tenant pays by personal check and they make a written request for a receipt, they have to get a receipt for every payment by personal check while they are a tenant (used to need to request receipt each time).
- When a tenant delivers the rent in person, they need to get a receipt immediately; for mail or other ways, the landlord or management has to give a receipt within 15 days of receiving the payment.
- Every receipt must include: the date; the amount paid; the apartment number; the month (s) being paid; the title of the person who accepted the rent and their signature.
- If the rent is not received five days after it is due, the landlord/management must send a notice by certified mail.
- Effective since 6/14/19, RPL 235-e.

# LANDLORD-TENANT RELATIONSHIP

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- Late fees cannot be charged until the rent is five days late.
- Late fees are capped at the *lesser of 5% or \$50* (any monthly rent over \$1,000, the maximum late fee is \$50; any monthly rent under \$1,000, calculate 5%).
- Effective since 6/14/19, RPL 238-a (2).

# LANDLORD-TENANT RELATIONSHIP

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- Notice of rent increase of 5% or more must be given in writing 30-90 days in advance:
  - Month-to-month tenant, lived at premises less than a year = 30 days
  - Tenant with a written lease for a full year = 60 days
  - Tenant with or without a written lease, lived at premises for a full year but less than two years = 60 days
  - Tenant with a written lease for two years or more = 90 days
  - Tenant with or without a written lease, lived a premises for two years or more = 90 days
- Effective since October 12, 2019, RPL 226-c

# LANDLORD-TENANT RELATIONSHIP

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- The law on retaliation used to only apply in holdovers where no lease violation was alleged. Now it applies in all cases.
- A tenant had a much higher burden of proof than the landlord did. Now the tenant and the landlord have the same burden of proof.
- This makes it plausible for a tenant to call the building department, file a discrimination complaint or take other action and if the landlord comes up with some excuse to evict the tenant within a year of that, the tenant can raise a defense.
- Effective since 6/14/19, RPL 223-b.

# ENDING A LANDLORD-TENANT RELATIONSHIP

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- The landlord must give notice of non-renewal of a lease including terminating a month-to-month tenancy.
- Goes by length of residence, just like rent increase notice rule (30 days < year and M-to-M; 60 days 1-2 years or written year lease; 90 days 2 years plus or 2 year lease).
- Effective since 10/12/19, RPL 226-c
- Tenant does not need to give notice they will leave at end of written lease term; needs to give 30 days' notice to stop month-to-month tenancy.
- Effective since 10/12/19, RPL 232-b.

# ENDING A LANDLORD-TENANT RELATIONSHIP

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- As long as tenant gives two weeks' notice before vacating, the landlord must schedule a walk-through one week before the vacate date, on 48 hours' notice.
- Any damage must be written down in detail. The landlord cannot withhold any security except for damage, unpaid rent or unpaid utilities. If detailed list of why security withheld not given in 14 days, landlord cannot retain security.
- The walk-through lists from the start and end of tenancy are admissible in a case about security, and landlord has burden of proof.
- Effective since 7/14/19, GOL 7-108.
- Landlord must try to re-rent apartment in good faith before suing for unexpired term of lease if tenant left early.
- Effective since 6/14/19, RPL 227-e.



# LANDLORD-TENANT COURT PROCESS: CHANGES IN NON-PAYMENT CASES

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- The landlord needs to serve a written demand for rent 14 days before starting a non-payment case. “Serve” means handing it to a person or leaving it on or under the door, *and* regular *and* certified mail. They used to be able to do it orally or by letter three days before starting a case. RPAPL 711.
- If the tenant pays the rent by the first court date, the court needs to end the case. RPAPL 731.
- The landlord cannot get an eviction for anything but rent – late fees, parking fees are separate. RPAPL 702.

# LANDLORD-TENANT COURT PROCESS: CHANGES IN BOTH KINDS OF CASES

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- The court papers have to be served at least 10 days before the first court date (it used to be 5). RPAPL 732.
- If the tenant does not go to court, the landlord gets a default judgment but they do *not* get legal fees when the tenant defaults anymore. RPL 234.
- If the tenant raises issues and the court is going to schedule a trial, it can't be for at least two weeks. The safest way is for the tenant to file a written answer. RPAPL 745 (effective since 7/14/19, all other court process changes effective 6/14/19).

## LANDLORD-TENANT COURT PROCESS: MORE CHANGES IN NONPAYMENT CASES

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- If the tenant pays all the rent before an actual eviction, the court has to stop the warrant of eviction. That's all the rent due to that date, not just what was in the court papers. If the landlord won't take the rent, the tenant can deposit it with the court.
- The warrant used to technically end the landlord tenant relationship, that was removed from the law. This removes a reason for a landlord to reject the rent.
- RPAPL 749.

# LANDLORD-TENANT COURT PROCESS: CHANGES IN HOLDOVER CASES

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- If the tenant goes to trial for breaching the lease and loses, the court needs to give the tenant 30 days to fix the problem after the trial.
- If there is a trial and the court decides the tenant has caused a nuisance, the tenant is not entitled to 30 days. Nuisance means seriously bothering neighbors or creating safety hazards.
- Example: a tenant who put in some new bathroom fixtures that could be undone within 30 days got 30 days; a tenant who completely gutted the bathroom so it could not be put back the way it was within 30 days did not.
- RPAPL 753.

# LANDLORD-TENANT COURT PROCESS: CHANGES BOTH KINDS OF CASES

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- Warrants have to be served 14 days before the eviction can be scheduled. **NO MORE 72 HOUR NOTICES; 14 days.**
- The 72 hours did not include weekends and holidays. The 14 day notices do include weekends and holidays. But an eviction can only be done on a day the court is open, between sunrise and sunset.
- The marshal has to put the earliest date they could come and evict on the notice.
- RPAPL 749.

# NEW-ISH TENANT PROTECTIONS: SURVIVORS OF DV IN NY

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- A DV survivor can terminate her/his lease and not owe rent for the rest of the lease. RPL 227-c, effective since December 2019.
- A landlord cannot discriminate against a survivor of DV, both in the Real Property Law and the county Human Rights Law.
- A landlord cannot evict someone because of DV.
- A landlord cannot penalize a tenant because s/he needed to call 911. Effective since summer 2019.

# LSHV WESTCHESTER OFFICES

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## **Mount Vernon:**

**100 E. First St., 8<sup>th</sup> Fl.**

**914-813-6880**

## Yonkers:

30 S. Broadway, 6<sup>th</sup> fl.

914-376-6757

## White Plains:

90 Maple Ave.

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## Peekskill:

1 Park Place, Suite 202

914-402-2192