

On June 14th, 2019 the NYS Legislature passed the Housing Stability and Tenant Protection Act of 2019 allowing for the following additional tenant protections.

Nonpayment 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)*

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 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)*

Warrant of Eviction

- Warrant of evictions from the sheriff/marshal (lock out notice) are now 14 days instead of 72 hours.
- Warrants must state the earliest date the lock out could occur.
- If the evictions is for nonpayment of rent, and the tenant pays the full amount owed, the lock out process must stop. *(RPAPL 749, 2019 Amendments)*

Unlawful Evictions

- Unlawful evictions are now a Class A Misdemeanor
- Including but not limited to:
 - Removing tenants possessions
 - Removing/Changing locks *(RPAPL 768)*

Retaliatory Evictions

- Tenants who make a non-repair or warranty of habitability complaint to their landlord or the landlord's agent are protected against a retaliatory eviction.
- Landlords must now prove that the eviction is retaliatory, versus just giving an alternate explanation

Rent

- Rent is only the cost of use for the apartment
- Late fees and charge cannot be held against the tenant in court for eviction *(RPAPL 702)*

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 of the tenant was involved in a previous landlord/tenant dispute *(RPL 227-F)*

Security Deposit

- Security Deposits or advances cannot exceed 1 month's 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/ a tenant's belongings after moving out.
- Landlords must provide the security deposit and an itemized list of withholdings within 14 days after moving out. If the landlord does not return the deposit and / or the itemized list within the 14 days, the landlord is required to refund the entire deposit, regardless of damages or owed rent.
- 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)

Source of Income Discrimination

- Landlords cannot discriminate based on source of income.

Examples: Section 8, DSS Assistance, Other types of Housing Vouchers, Social Security Benefits,

(NYS Human Rights Law)

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 ret or \$50

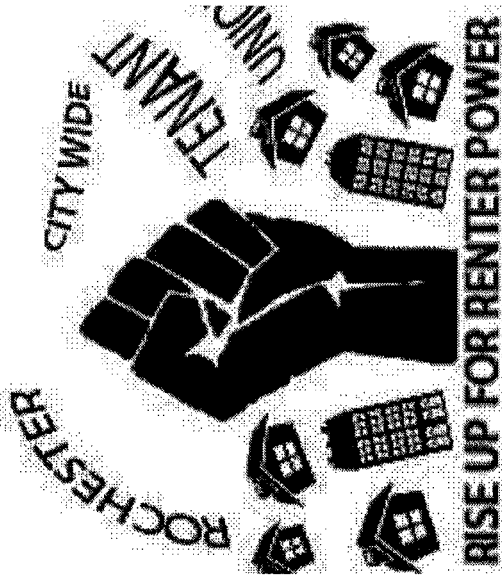
(RPL 238-A)

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)

For more information you can contact the Tenant Union at

CityWideTenantUnion@gmail.com



**Housing Stability and
Tenant Act of 2019**
*Updated Tenant Protection
Laws*

**City-Wide Tenant
Union of Rochester,
NY**

**“Elevating Housing to a
Human Right”**