

# STATE OF NEW YORK

S. 6458

A. 8281

2019-2020 Regular Sessions

## SENATE - ASSEMBLY

June 11, 2019

IN SENATE -- Introduced by Sens. STEWART-COUSINS, KAVANAGH, MYRIE, GIANARIS, SALAZAR, SERRANO, KRUEGER, BAILEY, RAMOS, PARKER -- read twice and ordered printed, and when printed to be committed to the Committee on Rules

IN ASSEMBLY -- Introduced by M. of A. HEASTIE, CYMBROWITZ, HUNTER, DINOWITZ, O'DONNELL, L. ROSENTHAL, THIELE, BRONSON, RYAN, BARRETT, MOSLEY, PICHARDO, BARRON, JOYNER, RICHARDSON, NIOU, EPSTEIN, ROMEO, GOTTFRIED, LENTOL, WEINSTEIN, NOLAN, COOK, GLICK, AUBRY, PERRY, ARROYO, COLTON, PEOPLES-STOKES, TITUS, BENEDETTO, HEVESI, JAFFEE, DenDEKKER, CRESPO, M. L. MILLER, WEPRIN, QUART, SOLAGES, STECK, BICHOTTE, BLAKE, DILAN, SEAWRIGHT, SIMON, WALKER, CARROLL, DE LA ROSA, D. ROSENTHAL, TAYLOR, CRUZ, FERNANDEZ, FRONTUS, JACOBSON, RAYNOR, REYES, SAYEGH -- read once and referred to the Committee on Housing

AN ACT to amend chapter 576 of the laws of 1974 amending the emergency housing rent control law relating to the control of and stabilization of rent in certain cases, the emergency housing rent control law, chapter 329 of the laws of 1963 amending the emergency housing rent control law relating to reconrol of rents in Albany, and the rent regulation reform act of 1997, in relation to making such provisions permanent; to amend chapter 555 of the laws of 1982 amending the general business law and the administrative code of the city of New York relating to conversion of residential property to cooperative or condominium ownership in the city of New York, chapter 402 of the laws of 1983 amending the general business law relating to conversion of rental residential property to cooperative or condominium ownership in certain municipalities in the counties of Nassau, Westchester and Rockland, in relation to making such provisions permanent (Part A); to repeal certain provisions of the administrative code of the city of New York, the emergency tenant protection act of nineteen seventy-four, the emergency housing rent control law and the local emergency rent control act, relating to rent increases after vacancy of a housing accommodation (Part B); to amend the administrative code of the city of New York and the emergency tenant protection act of nineteen

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

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seventy-four, in relation to vacancy of certain housing accommodations and to amend the emergency tenant protection act of nineteen seventy-four and the administrative code of the city of New York, in relation to prohibiting a county rent guidelines board from establishing rent adjustments for class A dwelling units based on certain considerations (Part C); to amend the emergency tenant protection act of nineteen seventy-four, in relation to vacancies in certain housing accommodations; and to repeal paragraphs 12 and 13 of subdivision a of section 5 and section 5-a of section 4 of chapter 576 of the laws of 1974 constituting the emergency tenant protection act of nineteen seventy-four, paragraph (n) of subdivision 2 of section 2 of chapter 274 of the laws of 1946, constituting the emergency housing rent control law, and sections 26-504.1, 26-504.2 and 26-504.3 and subparagraph (k) of paragraph 2 of subdivision e of section 26-403 of the administrative code of the city of New York, relating to vacancy decontrol (Part D); to amend the emergency tenant protection act of nineteen seventy-four and the administrative code of the city of New York, in relation to the regulation of rents (Part E); to amend the emergency tenant protection act of nineteen seventy-four, the administrative code of the city of New York and the civil practice law and rules, in relation to investigation of rent overcharge complaints (Part F); to establish the "statewide tenant protection act of 2019"; and to amend the emergency tenant protection act of nineteen seventy-four, in relation to expanding rent and eviction protections statewide (Part G); to amend the administrative code of the city of New York and the emergency housing rent control law, in relation to the establishment of rent adjustments and prohibition of fuel pass-along charges; and to repeal certain provisions of the administrative code of the city of New York relating thereto (Part H); 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 recovery of certain housing accommodations by a landlord (Part I); to amend the emergency tenant protection act of nineteen seventy-four, in relation to not-for-profits' use of certain residential dwellings (Part J); to amend the emergency tenant protection act of nineteen seventy-four, the emergency housing rent control law, and the administrative code of the city of New York, in relation to a temporary increase in rent in certain cases (Part K); to amend the public housing law, in relation to enacting the "rent regulation reporting act of 2019" (Part L); to amend the real property law, the real property actions and proceedings law, the general obligations law and the judiciary law, in relation to enacting the "statewide housing security and tenant protection act of 2019"; establishes the New York state temporary commission on housing security and tenant protection; and to repeal certain provisions of the real property actions and proceedings law relating thereto (Part M); to amend the general business law, in relation to conversions to cooperative or condominium ownership in the city of New York (Part N); and to amend the real property law, in relation to the duties and responsibilities of manufactured home park owners and residents (Part O)

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

1 Section 1. This act enacts into law major components of legislation  
2 relating to rent regulation and tenant protection. Each component is  
3 wholly contained within a Part identified as Parts A through O. The  
4 effective date for each particular provision contained within such Part  
5 is set forth in the last section of such Part. Any provision in any  
6 section contained within a Part, including the effective date of the  
7 Part, which makes a reference to a section "of this act", when used in  
8 connection with that particular component, shall be deemed to mean and  
9 refer to the corresponding section of the Part in which it is found.  
10 Section three of this act sets forth the general effective date of this  
11 act.

12 PART A

13 Section 1. Short title. This act shall be known and may be cited as  
14 the "Housing Stability and Tenant Protection Act of 2019".

15 § 1-a. Section 17 of chapter 576 of the laws of 1974 amending the  
16 emergency housing rent control law relating to the control of and  
17 stabilization of rent in certain cases, as amended by section 1-a of  
18 part A of chapter 20 of the laws of 2015, is amended to read as follows:

19 § 17. Effective date. This act shall take effect immediately and  
20 shall remain in full force and effect [~~until and including the fifteenth~~  
21 ~~day of June 2019~~] thereafter; except that sections two and three shall  
22 take effect with respect to any city having a population of one million  
23 or more and section one shall take effect with respect to any other  
24 city, or any town or village whenever the local legislative body of a  
25 city, town or village determines the existence of a public emergency  
26 pursuant to section three of the emergency tenant protection act of  
27 nineteen seventy-four, as enacted by section four of this act, and  
28 provided that the housing accommodations subject on the effective date  
29 of this act to stabilization pursuant to the New York city rent stabili-  
30 zation law of nineteen hundred sixty-nine shall remain subject to such  
31 law [~~upon the expiration of this act~~] thereafter.

32 § 2. Subdivision 2 of section 1 of chapter 274 of the laws of 1946  
33 constituting the emergency housing rent control law, as amended by  
34 section 2 of part A of chapter 20 of the laws of 2015, is amended to  
35 read as follows:

36 2. The provisions of this act, and all regulations, orders and  
37 requirements thereunder shall remain in full force and effect [~~until and~~  
38 ~~including June 15, 2019~~] thereafter.

39 § 3. Section 2 of chapter 329 of the laws of 1963 amending the emer-  
40 gency housing rent control law relating to recontrol of rents in Albany,  
41 as amended by section 3 of part A of chapter 20 of the laws of 2015, is  
42 amended to read as follows:

43 § 2. This act shall take effect immediately and the provisions of  
44 subdivision 6 of section 12 of the emergency housing rent control law,  
45 as added by this act, shall remain in full force and effect [~~until and~~  
46 ~~including June 15, 2019~~] thereafter.

47 § 4. Section 10 of chapter 555 of the laws of 1982 amending the gener-  
48 al business law and the administrative code of the city of New York  
49 relating to conversion of residential property to cooperative or condo-  
50 minium ownership in the city of New York, as amended by section 4 of  
51 part A of chapter 20 of the laws of 2015, is amended to read as follows:

52 § 10. This act shall take effect immediately; provided, that the  
53 provisions of sections one, two and nine of this act shall remain in  
54 full force and effect [~~only until and including June 15, 2019~~] thereaft-

1 ~~er~~; provided further that the provisions of section three of this act  
2 shall remain in full force and effect only so long as the public emer-  
3 gency requiring the regulation and control of residential rents and  
4 evictions continues as provided in subdivision 3 of section 1 of the  
5 local emergency housing rent control act; provided further that the  
6 provisions of sections four, five, six and seven of this act shall  
7 expire in accordance with the provisions of section 26-520 of the admin-  
8 istrative code of the city of New York as such section of the adminis-  
9 trative code is, from time to time, amended; provided further that the  
10 provisions of section 26-511 of the administrative code of the city of  
11 New York, as amended by this act, which the New York City Department of  
12 Housing Preservation and Development must find are contained in the code  
13 of the real estate industry stabilization association of such city in  
14 order to approve it, shall be deemed contained therein as of the effec-  
15 tive date of this act; and provided further that any plan accepted for  
16 filing by the department of law on or before the effective date of this  
17 act shall continue to be governed by the provisions of section 352-eeee  
18 of the general business law as they had existed immediately prior to the  
19 effective date of this act.

20 § 5. Section 4 of chapter 402 of the laws of 1983 amending the general  
21 business law relating to conversion of rental residential property to  
22 cooperative or condominium ownership in certain municipalities in the  
23 counties of Nassau, Westchester and Rockland, as amended by section 5 of  
24 part A of chapter 20 of the laws of 2015, is amended to read as follows:

25 § 4. This act shall take effect immediately; provided, that the  
26 provisions of sections one and three of this act shall remain in full  
27 force and effect [~~only until and including June 15, 2019~~] ~~thereafter~~;  
28 and provided further that any plan accepted for filing by the department  
29 of law on or before the effective date of this act shall continue to be  
30 governed by the provisions of section 352-eee of the general business  
31 law as they had existed immediately prior to the effective date of this  
32 act.

33 § 6. Subdivision 6 of section 46 of chapter 116 of the laws of 1997  
34 constituting the rent regulation reform act of 1997 is REPEALED.

35 § 7. This act shall take effect immediately.

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#### PART B

37 Section 1. Paragraph 5-a of subdivision c of section 26-511 of the  
38 administrative code of the city of New York is REPEALED.

39 § 2. Subdivision (a-1) of section 10 of section 4 of chapter 576 of  
40 the laws of 1974, constituting the emergency tenant protection act of  
41 nineteen seventy-four is REPEALED.

42 § 3. Subdivision f of section 26-512 of the administrative code of the  
43 city of New York is REPEALED.

44 § 4. Subdivision g of section 6 of section 4 of chapter 576 of the  
45 laws of 1974, constituting the emergency tenant protection act of nine-  
46 teen seventy-four is REPEALED.

47 § 5. Subdivision 9 of section 5 of chapter 274 of the laws of 1946,  
48 constituting the emergency housing rent control law is REPEALED.

49 § 6. Section 26-403.2 of the administrative code of the city of New  
50 York is REPEALED.

51 § 7. The sixth undesignated paragraph of subdivision 5 of section 1 of  
52 chapter 21 of the laws of 1962, constituting the local emergency rent  
53 control act, as amended by chapter 82 of the laws of 2003, is REPEALED.

54 § 8. This act shall take effect immediately.

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PART C

Section 1. Section 26-510 of the administrative code of the city of New York is amended by adding a new subdivision j to read as follows:

j. Notwithstanding any other provision of this law, the adjustment for vacancy leases covered by the provisions of this law shall be determined exclusively pursuant to this section. County rent guidelines boards shall no longer promulgate adjustments for vacancy leases unless otherwise authorized by this chapter.

§ 2. Section 4 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, is amended by adding a new subdivision e to read as follows:

e. Notwithstanding any other provision of this act, the adjustment for vacancy leases covered by the provisions of this act shall be determined exclusively pursuant to section ten of this act. County rent guidelines boards shall no longer promulgate adjustments for vacancy leases.

§ 3. The opening paragraph of subdivision b of section 4 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, as amended by chapter 403 of the laws of 1983, is amended to read as follows:

A county rent guidelines board shall establish [~~annually~~] annual guidelines for rent adjustments which, at its sole discretion may be varied and different for and within the several zones and jurisdictions of the board, and in determining whether rents for housing accommodations as to which an emergency has been declared pursuant to this act shall be adjusted, shall consider among other things (1) the economic condition of the residential real estate industry in the affected area including such factors as the prevailing and projected (i) real estate taxes and sewer and water rates, (ii) gross operating maintenance costs (including insurance rates, governmental fees, cost of fuel and labor costs), (iii) costs and availability of financing (including effective rates of interest), (iv) over-all supply of housing accommodations and over-all vacancy rates, (2) relevant data from the current and projected cost of living indices for the affected area, (3) such other data as may be made available to it. As soon as practicable after its creation and thereafter not later than July first of each year, a rent guidelines board shall file with the state division of housing and community renewal its findings for the preceding calendar year, and shall accompany such findings with a statement of the maximum rate or rates of rent adjustment, if any, for one or more classes of accommodation subject to this act, authorized for leases or other rental agreements commencing during the next succeeding twelve months. The standards for rent adjustments may be applicable for the entire county or may be varied according to such zones or jurisdictions within such county as the board finds necessary to achieve the purposes of this subdivision. A county rent guidelines board shall not establish annual guidelines for rent adjustments based on the current rental cost of a unit or on the amount of time that has elapsed since another rent increase was authorized pursuant to this chapter.

§ 4. Subdivision b of section 26-510 of the administrative code of the city of New York is amended to read as follows:

b. The rent guidelines board shall establish [~~annually~~] annual guidelines for rent adjustments, and in determining whether rents for housing accommodations subject to the emergency tenant protection act of nineteen seventy-four or this law shall be adjusted shall consider, among other things (1) the economic condition of the residential real estate

1 industry in the affected area including such factors as the prevailing  
2 and projected (i) real estate taxes and sewer and water rates, (ii)  
3 gross operating maintenance costs (including insurance rates, govern-  
4 mental fees, cost of fuel and labor costs), (iii) costs and availability  
5 of financing (including effective rates of interest), (iv) over-all  
6 supply of housing accommodations and over-all vacancy rates, (2) rele-  
7 vant data from the current and projected cost of living indices for the  
8 affected area, (3) such other data as may be made available to it. Not  
9 later than July first of each year, the rent guidelines board shall file  
10 with the city clerk its findings for the preceding calendar year, and  
11 shall accompany such findings with a statement of the maximum rate or  
12 rates of rent adjustment, if any, for one or more classes of accommo-  
13 dations subject to this law, authorized for leases or other rental  
14 agreements commencing on the next succeeding October first or within the  
15 twelve months thereafter. Such findings and statement shall be published  
16 in the City Record. The rent guidelines board shall not establish annu-  
17 al guidelines for rent adjustments based on the current rental cost of a  
18 unit or on the amount of time that has elapsed since another rent  
19 increase was authorized pursuant to this title.

20 § 5. This act shall take effect immediately.

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#### PART D

22 Section 1. Legislative findings and declaration of emergency. The  
23 legislature hereby finds and declares that the serious public emergency  
24 which led to the enactment of the existing laws regulating residential  
25 rents and evictions continues to exist; that such laws would better  
26 serve the public interest if certain changes were made thereto, includ-  
27 ing the continued regulation of certain housing accommodations that  
28 become vacant.

29 The legislature further recognizes that severe disruption of the  
30 rental housing market has occurred and threatens to be exacerbated as a  
31 result of the present state of the law in relation to the deregulation  
32 of housing accommodations upon vacancy. The situation has permitted  
33 speculative and profiteering practices and has brought about the loss of  
34 vital and irreplaceable affordable housing for working persons and fami-  
35 lies.

36 The legislature therefore declares that in order to prevent uncertain-  
37 ty, potential hardship and dislocation of tenants living in housing  
38 accommodations subject to government regulations as to rentals and  
39 continued occupancy as well as those not subject to such regulation, the  
40 provisions of this act are necessary to protect the public health, safe-  
41 ty and general welfare. The necessity in the public interest for the  
42 provisions hereinafter enacted is hereby declared as a matter of legis-  
43 lative determination.

44 § 2. Paragraph (n) of subdivision 2 of section 2 of chapter 274 of the  
45 laws of 1946, constituting the emergency housing rent control law, is  
46 REPEALED.

47 § 3. Paragraph 13 of subdivision a of section 5 of section 4 of chap-  
48 ter 576 of the laws of 1974, constituting the emergency tenant  
49 protection act of nineteen seventy-four, is REPEALED.

50 § 4. Subparagraph (k) of paragraph 2 of subdivision e of section  
51 26-403 of the administrative code of the city of New York is REPEALED.

52 § 5. Sections 26-504.1, 26-504.2 and 26-504.3 of the administrative  
53 code of the city of New York are REPEALED.

1 § 6. Paragraph 12 of subdivision a of section 5 of chapter 576 of the  
2 laws of 1974, constituting the emergency tenant protection act of nine-  
3 teen seventy-four, is REPEALED.

4 § 7. Section 5-a of chapter 576 of the laws of 1974, constituting the  
5 emergency tenant protection act of nineteen seventy-four, is REPEALED.

6 § 8. This act shall take effect immediately.

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PART E

8 Section 1. Subdivision (a-2) of section 10 of section 4 of chapter 576  
9 of the laws of 1974, constituting the emergency tenant protection act of  
10 nineteen seventy-four, as amended by section 11 of part A of chapter 20  
11 of the laws of 2015, is amended to read as follows:

12 (a-2) [~~Provides that where~~ Where the amount of rent charged to and  
13 paid by the tenant is less than the legal regulated rent for the housing  
14 accommodation, the amount of rent for such housing accommodation which  
15 may be charged [~~upon renewal or~~] upon vacancy thereof, may, at the  
16 option of the owner, be based upon such previously established legal  
17 regulated rent, as adjusted by the most recent applicable guidelines  
18 increases and other increases authorized by law. [~~Such housing accommo-  
19 dation shall be excluded from the provisions of this act pursuant to  
20 paragraph thirteen of subdivision a of section five of this act when  
21 subsequent to vacancy: (i) such legal regulated rent is two thousand  
22 five hundred dollars per month, or more, for any housing accommodation  
23 that is, or becomes, vacant after the effective date of the rent act of  
24 2011 but prior to the effective date of the rent act of 2015 or (ii)  
25 such legal regulated rent is two thousand seven hundred dollars per  
26 month or more for any housing accommodation that is or becomes vacant on  
27 or after the rent act of 2015, starting on January 1, 2016, and annually  
28 thereafter, the maximum legal regulated rent for this deregulation  
29 threshold, shall also be increased by the same percent as the most  
30 recent one year renewal adjustment, adopted by the applicable rent  
31 guidelines board pursuant to the rent stabilization law.] Any tenant who  
32 is subject to a lease on or after the effective date of a chapter of the  
33 laws of two thousand nineteen which amended this subdivision, or is or  
34 was entitled to receive a renewal or vacancy lease on or after such  
35 date, upon renewal of such lease, the amount of rent for such housing  
36 accommodation that may be charged and paid shall be no more than the  
37 rent charged to and paid by the tenant prior to that renewal, as  
38 adjusted by the most recent applicable guidelines increases and any  
39 other increases authorized by law. Provided, however, that for build-  
40 ings that are subject to this statute by virtue of a regulatory agree-  
41 ment with a local government agency and which buildings receive federal  
42 project based rental assistance administered by the United States  
43 department of housing and urban development or a state or local section  
44 eight administering agency, where the rent set by the federal, state or  
45 local governmental agency is less than the legal regulated rent for the  
46 housing accommodation, the amount of rent for such housing accommodation  
47 which may be charged upon renewal or upon vacancy thereof, may be based  
48 upon such previously established legal regulated rent, as adjusted by  
49 the most recent applicable guidelines increases or other increases  
50 authorized by law; and further provided that such vacancy shall not be  
51 caused by the failure of the owner or an agent of the owner, to maintain  
52 the housing accommodation in compliance with the warranty of habitabili-  
53 ty set forth in subdivision one of section two hundred thirty-five-b of  
54 the real property law.~~

1 § 2. Paragraph 14 of subdivision c of section 26-511 of the adminis-  
2 trative code of the city of New York, as amended by section 12 of part A  
3 of chapter 20 of the laws of 2015, is amended to read as follows:

4 (14) ~~[provides that]~~ where the amount of rent charged to and paid by  
5 the tenant is less than the legal regulated rent for the housing accom-  
6 modation, the amount of rent for such housing accommodation which may be  
7 charged ~~[upon renewal or]~~ upon vacancy thereof, may, at the option of  
8 the owner, be based upon such previously established legal regulated  
9 rent, as adjusted by the most recent applicable guidelines increases and  
10 any other increases authorized by law. ~~[Such housing accommodation  
11 shall be excluded from the provisions of this code pursuant to section  
12 26-504.2 of this chapter when, subsequent to vacancy: (i) such legal  
13 regulated rent prior to vacancy is two thousand five hundred dollars per  
14 month, or more, for any housing accommodation that is or becomes vacant  
15 after the effective date of the rent act of 2011 but prior to the effec-  
16 tive date of the rent act of 2015 or (ii) such legal regulated rent is  
17 two thousand seven hundred dollars per month or more, provided, however  
18 that on January 1, 2016, and annually thereafter, the maximum legal  
19 regulated rent for this deregulation threshold shall be adjusted by the  
20 same percentage as the most recent one year renewal adjustment as  
21 adjusted by the relevant rent guidelines board, for any housing accommo-  
22 dation that is or becomes vacant on or after the rent act of 2015.]~~ Any  
23 tenant who is subject to a lease on or after the effective date of a  
24 chapter of the laws of two thousand nineteen which amended this para-  
25 graph, or is or was entitled to receive a renewal or vacancy lease on or  
26 after such date, upon renewal of such lease, the amount of rent for such  
27 housing accommodation that may be charged and paid shall be no more than  
28 the rent charged to and paid by the tenant prior to that renewal, as  
29 adjusted by the most recent applicable guidelines increases and any  
30 other increases authorized by law. Provided, however, that for build-  
31 ings that are subject to this statute by virtue of a regulatory agree-  
32 ment with a local government agency and which buildings receive federal  
33 project based rental assistance administered by the United States  
34 department of housing and urban development or a state or local section  
35 eight administering agency, where the rent set by the federal, state or  
36 local governmental agency is less than the legal regulated rent for the  
37 housing accommodation, the amount of rent for such housing accommodation  
38 which may be charged upon renewal or upon vacancy thereof, may be based  
39 upon such previously established legal regulated rent, as adjusted by  
40 the most recent applicable guidelines increases and other increases  
41 authorized by law; and further provided that such vacancy shall not be  
42 caused by the failure of the owner or an agent of the owner, to maintain  
43 the housing accommodation in compliance with the warranty of habitabili-  
44 ty set forth in subdivision one of section two hundred thirty-five-b of  
45 the real property law.

46 § 3. This act shall take effect immediately; provided, further, that  
47 the amendments to section 26-511 of chapter 4 of title 26 of the admin-  
48 istrative code of the city of New York made by section two of this act  
49 shall expire on the same date as such law expires and shall not affect  
50 the expiration of such law as provided under section 26-520 of such law.

51 PART F

52 Section 1. Paragraph 1 of subdivision a of section 12 of section 4 of  
53 chapter 576 of the laws of 1974, constituting the emergency tenant  
54 protection act of nineteen seventy-four, as amended by chapter 403 of



1 the laws of 1983, the opening paragraph and clause (i) of subparagraph  
2 (b) as amended by chapter 116 of the laws of 1997, is amended to read as  
3 follows:

4 (1) Subject to the conditions and limitations of this paragraph, any  
5 owner of housing accommodations in a city having a population of less  
6 than one million or a town or village as to which an emergency has been  
7 declared pursuant to section three, who, upon complaint of a tenant or  
8 of the state division of housing and community renewal, is found by the  
9 state division of housing and community renewal, after a reasonable  
10 opportunity to be heard, to have collected an overcharge above the rent  
11 authorized for a housing accommodation subject to this act shall be  
12 liable to the tenant for a penalty equal to three times the amount of  
13 such overcharge. [~~In no event shall such treble damage penalty be~~

14 ~~assessed against an owner based solely on said owner's failure to file a~~  
15 ~~proper or timely initial or annual rent registration statement.]~~

16 If the owner establishes by a preponderance of the evidence that the overcharge  
17 was neither willful nor attributable to his negligence, the state divi-  
18 sion of housing and community renewal shall establish the penalty as the  
19 amount of the overcharge plus interest at the rate of interest payable  
20 on a judgment pursuant to section five thousand four of the civil prac-  
21 tice law and rules. After a complaint of rent overcharge has been filed  
22 and served on an owner, the voluntary adjustment of the rent and/or the  
23 voluntary tender of a refund of rent overcharges shall not be considered  
24 by the division of housing and community renewal or a court of competent  
25 jurisdiction as evidence that the overcharge was not willful.

(i) Except  
26 as to complaints filed pursuant to clause (ii) of this paragraph, the  
27 legal regulated rent for purposes of determining an overcharge, shall be  
28 deemed to be the rent indicated in the most recent reliable annual  
29 registration statement for a rent stabilized tenant filed [~~four~~] and  
30 served upon the tenant six or more years prior to the most recent regis-  
31 tration statement, (or, if more recently filed, the initial registration  
32 statement) plus in each case any subsequent lawful increases and adjust-  
33 ments.

[~~Where the amount of rent set forth in the annual rent registra-~~  
34 ~~tion statement filed four years prior to the most recent registration~~  
35 ~~statement is not challenged within four years of its filing, neither~~  
36 ~~such rent nor service of any registration shall be subject to challenge~~  
37 ~~at any time thereafter.]~~

The division of housing and community renewal  
38 or a court of competent jurisdiction, in investigating complaints of  
39 overcharge and in determining legal regulated rent, shall consider all  
40 available rent history which is reasonably necessary to make such deter-  
41 minations.

(ii) As to complaints filed within ninety days of the initial  
42 registration of a housing accommodation, the legal regulated rent for  
43 purposes of determining an overcharge shall be deemed to be the rent  
44 charged on the date [~~four~~] six years prior to the date of the initial  
45 registration of the housing accommodation (or, if the housing accommo-  
46 dation was subject to this act for less than [~~four~~] six years, the  
47 initial legal regulated rent) plus in each case, any lawful increases  
48 and adjustments. Where the rent charged on the date [~~four~~] six years  
49 prior to the date of the initial registration of the accommodation  
50 cannot be established, such rent shall be established by the division.

[~~Where the amount of rent set forth in the annual rent registration~~  
52 ~~statement filed four years prior to the most recent registration state-~~  
53 ~~ment is not challenged within four years of its filing, neither such~~  
54 ~~rent nor service of any registration shall be subject to challenge at~~  
55 ~~any time thereafter.]~~

1 (a) The order of the state division of housing and community renewal  
2 shall apportion the owner's liability between or among two or more  
3 tenants found to have been overcharged by such owner during their  
4 particular tenancy of a unit.

5 (b) (i) Except as provided under clauses (ii) and (iii) of this  
6 subparagraph, a complaint under this subdivision [~~shall~~] may be filed  
7 with the state division of housing and community renewal [~~within four~~  
8 ~~years of the first overcharge alleged and no determination of an over-~~  
9 ~~charge and no award or calculation of an award of the amount of an over-~~  
10 ~~charge may be based upon an overcharge having occurred more than four~~  
11 ~~years before the complaint is filed. This paragraph shall preclude exam-~~  
12 ~~ination of the rental history of the housing accommodation prior to the~~  
13 ~~four year period preceding the filing of a complaint pursuant to this~~  
14 ~~subdivision] or in a court of competent jurisdiction at any time, howev-  
15 er any recovery of overcharge penalties shall be limited to the six  
16 years preceding the complaint.~~

17 (ii) [~~No~~] A penalty of three times the overcharge [~~may be based upon~~  
18 ~~an overcharge having occurred more than two years before the complaint~~  
19 ~~is filed or upon an overcharge which occurred prior to April first,~~  
20 ~~nineteen hundred eighty four] shall be assessed upon all overcharges  
21 willfully collected by the owner starting six years before the complaint  
22 is filed.~~

23 (iii) Any complaint based upon overcharges occurring prior to the date  
24 of filing of the initial rent registration as provided in subdivision b  
25 of section twelve-a of this act shall be filed within ninety days of the  
26 mailing of notice to the tenant of such registration.

27 (c) Any affected tenant shall be notified of and given an opportunity  
28 to join in any complaint filed by an officer or employee of the state  
29 division of housing and community renewal.

30 (d) An owner found to have overcharged shall, in all cases, be  
31 assessed the reasonable costs and attorney's fees of the proceeding, and  
32 interest from the date of the overcharge at the rate of interest payable  
33 on a judgment pursuant to section five thousand four of the civil prac-  
34 tice law and rules.

35 (e) The order of the state division of housing and community renewal  
36 awarding penalties may, upon the expiration of the period in which the  
37 owner may institute a proceeding pursuant to article seventy-eight of  
38 the civil practice law and rules, be filed and enforced by a tenant in  
39 the same manner as a judgment or, in the alternative, not in excess of  
40 twenty percent thereof per month may be offset against any rent there-  
41 after due the owner.

42 (f) Unless a tenant shall have filed a complaint of overcharge with  
43 the division which complaint has not been withdrawn, nothing contained  
44 in this section shall be deemed to prevent a tenant or tenants, claiming  
45 to have been overcharged, from commencing an action or interposing a  
46 counterclaim in a court of competent jurisdiction for damages equal to  
47 the overcharge and the penalty provided for in this section, including  
48 interest from the date of the overcharge at the rate of interest payable  
49 on a judgment pursuant to section five thousand four of the civil prac-  
50 tice law and rules, plus the statutory costs and allowable disbursements  
51 in connection with the proceeding. [~~Such action must be commenced or~~  
52 ~~counterclaim interposed within four years of the date of the alleged~~  
53 ~~overcharge but no recovery of three times the amount of the overcharge~~  
54 ~~may be awarded with respect to any overcharge which had occurred more~~  
55 ~~than two years before the action is commenced or counterclaim is inter-~~

1 ~~posed.~~ The courts and the division shall have concurrent jurisdiction,  
2 subject to the tenant's choice of forum.

3 § 2. Paragraph 8 of subdivision a of section 12 of section 4 of chap-  
4 ter 576 of the laws of 1974, constituting the emergency tenant  
5 protection act of nineteen seventy-four, as amended by chapter 403 of  
6 the laws of 1983, is amended and a new paragraph 9 is added to read as  
7 follows:

8 (8) ~~[Any]~~ Except where a specific provision of this law requires the  
9 maintenance of rent records for a longer period, including records of  
10 the useful life of improvements made to any housing accommodation or any  
11 building, any owner who has duly registered a housing accommodation  
12 pursuant to section twelve-a of this act shall not be required to main-  
13 tain or produce any records relating to rentals of such accommodation  
14 more than ~~[four]~~ six years prior to the most recent registration or  
15 annual statement for such accommodation. However, an owner's election  
16 not to maintain records shall not limit the authority of the division of  
17 housing and community renewal and the courts to examine the rental  
18 history and determine legal regulated rents pursuant to this subdivi-  
19 sion.

20 (9) The division of housing and community renewal and the courts, in  
21 investigating complaints of overcharge and in determining legal regu-  
22 lated rents, shall consider all available rent history which is reason-  
23 ably necessary to make such determinations, including but not limited to  
24 (a) any rent registration or other records filed with the state division  
25 of housing and community renewal, or any other state, municipal or  
26 federal agency, regardless of the date to which the information on such  
27 registration refers; (b) any order issued by any state, municipal or  
28 federal agency; (c) any records maintained by the owner or tenants; and  
29 (d) any public record kept in the regular course of business by any  
30 state, municipal or federal agency. Nothing contained in this paragraph  
31 shall limit the examination of rent history relevant to a determination  
32 as to:

33 (i) whether the legality of a rental amount charged or registered is  
34 reliable in light of all available evidence including, but not limited  
35 to, whether an unexplained increase in the registered or lease rents, or  
36 a fraudulent scheme to destabilize the housing accommodation, rendered  
37 such rent or registration unreliable;

38 (ii) whether an accommodation is subject to the emergency tenant  
39 protection act;

40 (iii) whether an order issued by the division of housing and community  
41 renewal or a court of competent jurisdiction, including, but not limited  
42 to an order issued pursuant to section 26-514 of the administrative code  
43 of the city of New York, or any regulatory agreement or other contract  
44 with any governmental agency, and remaining in effect within six years  
45 of the filing of a complaint pursuant to this section, affects or limits  
46 the amount of rent that may be charged or collected;

47 (iv) whether an overcharge was or was not willful;

48 (v) whether a rent adjustment that requires information regarding the  
49 length of occupancy by a present or prior tenant was lawful;

50 (vi) the existence or terms and conditions of a preferential rent, or  
51 the propriety of a legal registered rent during a period when the  
52 tenants were charged a preferential rent;

53 (vii) the legality of a rent charged or registered immediately prior  
54 to the registration of a preferential rent; or

1 (viii) the amount of the legal regulated rent where the apartment was  
2 vacant or temporarily exempt on the date six years prior to a tenant's  
3 complaint.

4 § 3. Subdivision b of section 12 of section 4 of chapter 576 of the  
5 laws of 1974, constituting the emergency tenant protection act of nine-  
6 teen seventy-four, as amended by chapter 403 of the laws of 1983, is  
7 amended to read as follows:

8 b. Within a city having a population of one million or more, the state  
9 division of housing and community renewal shall have such powers to  
10 enforce this act as shall be provided in the New York city rent stabili-  
11 zation law of nineteen hundred sixty-nine, as amended, or as shall  
12 otherwise be provided by law. Unless a tenant shall have filed a  
13 complaint of overcharge with the division which complaint has not been  
14 withdrawn, nothing contained in this section shall be deemed to prevent  
15 a tenant or tenants, claiming to have been overcharged, from commencing  
16 an action or interposing a counterclaim in a court of competent juris-  
17 isdiction for damages equal to the overcharge and the penalty provided for  
18 in this section, including interest from the date of the overcharge at  
19 the rate of interest payable on a judgment pursuant to section five  
20 thousand four of the civil practice law and rules, plus the statutory  
21 costs and allowable disbursements in connection with the proceeding. The  
22 courts and the division shall have concurrent jurisdiction, subject to  
23 the tenant's choice of forum.

24 § 4. Subdivision a of section 26-516 of the administrative code of the  
25 city of New York, as amended by chapter 116 of the laws of 1997, is  
26 amended to read as follows:

27 a. Subject to the conditions and limitations of this subdivision, any  
28 owner of housing accommodations who, upon complaint of a tenant, or of  
29 the state division of housing and community renewal, is found by the  
30 state division of housing and community renewal, after a reasonable  
31 opportunity to be heard, to have collected an overcharge above the rent  
32 authorized for a housing accommodation subject to this chapter shall be  
33 liable to the tenant for a penalty equal to three times the amount of  
34 such overcharge. [~~In no event shall such treble damage penalty be~~  
35 ~~assessed against an owner based solely on said owner's failure to file a~~  
36 ~~timely or proper initial or annual rent registration statement.~~] If the  
37 owner establishes by a preponderance of the evidence that the overcharge  
38 was not willful, the state division of housing and community renewal  
39 shall establish the penalty as the amount of the overcharge plus inter-  
40 est. After a complaint of rent overcharge has been filed and served on  
41 an owner, the voluntary adjustment of the rent and/or the voluntary  
42 tender of a refund of rent overcharges shall not be considered by the  
43 division of housing and community renewal or a court of competent juris-  
44 isdiction as evidence that the overcharge was not willful. (i) Except as  
45 to complaints filed pursuant to clause (ii) of this paragraph, the legal  
46 regulated rent for purposes of determining an overcharge, shall be the  
47 rent indicated in the most recent reliable annual registration statement  
48 filed [~~four~~] and served upon the tenant six or more years prior to the  
49 most recent registration statement, (or, if more recently filed, the  
50 initial registration statement) plus in each case any subsequent lawful  
51 increases and adjustments. [~~Where the amount of rent set forth in the~~  
52 ~~annual rent registration statement filed four years prior to the most~~  
53 ~~recent registration statement is not challenged within four years of its~~  
54 ~~filing, neither such rent nor service of any registration shall be~~  
55 ~~subject to challenge at any time thereafter.~~] The division of housing  
56 and community renewal or a court of competent jurisdiction, in investi-

1 gating complaints of overcharge and in determining legal regulated rent,  
2 shall consider all available rent history which is reasonably necessary  
3 to make such determinations. (ii) As to complaints filed within ninety  
4 days of the initial registration of a housing accommodation, the legal  
5 regulated rent shall be deemed to be the rent charged on the date [~~four~~  
6 six years prior to the date of the initial registration of the housing  
7 accommodation (or, if the housing accommodation was subject to this  
8 chapter for less than [~~four~~ six years, the initial legal regulated  
9 rent) plus in each case, any lawful increases and adjustments. Where the  
10 rent charged on the date [~~four~~ six years prior to the date of the  
11 initial registration of the accommodation cannot be established, such  
12 rent shall be established by the division.

13 Where the prior rent charged [~~on the date four years prior to the date~~  
14 ~~of initial registration of~~ for the housing accommodation cannot be  
15 established, such rent shall be established by the division provided  
16 that where a rent is established based on rentals determined under the  
17 provisions of the local emergency housing rent control act such rent  
18 must be adjusted to account for no less than the minimum increases which  
19 would be permitted if the housing accommodation were covered under the  
20 provisions of this chapter, less any appropriate penalties. [~~Where the~~  
21 ~~amount of rent set forth in the annual rent registration statement filed~~  
22 ~~four years prior to the most recent registration statement is not chal-~~  
23 ~~lenged within four years of its filing, neither such rent nor service of~~  
24 ~~any registration shall be subject to challenge at any time thereafter.~~]

25 (1) The order of the state division of housing and community renewal  
26 or court of competent jurisdiction shall apportion the owner's liability  
27 between or among two or more tenants found to have been overcharged by  
28 such owner during their particular tenancy of a unit.

29 (2) [~~Except as provided under clauses (i) and (ii) of this paragraph,~~  
30 a] A complaint under this subdivision [~~shall~~ may] be filed with the  
31 state division of housing and community renewal [~~within four years of~~  
32 ~~the first overcharge alleged and no determination of an overcharge and~~  
33 ~~no award or calculation of an award of the amount of an overcharge may~~  
34 ~~be based upon an overcharge having occurred more than four years before~~  
35 ~~the complaint is filed] or in a court of competent jurisdiction at any  
36 time, however any recovery of overcharge penalties shall be limited to  
37 the six years preceding the complaint. [~~(i) No~~] A penalty of three  
38 times the overcharge [~~may be based upon an overcharge having occurred~~  
39 ~~more than two years] shall be assessed upon all overcharges willfully  
40 collected by the owner starting six years before the complaint is filed  
41 [~~or upon an overcharge which occurred prior to April first, nineteen~~  
42 ~~hundred eighty-four.~~ (ii) ~~Any complaint based upon overcharges occurring~~  
43 ~~prior to the date of filing of the initial rent registration as provided~~  
44 ~~in section 26-517 of this chapter shall be filed within ninety days of~~  
45 ~~the mailing of notice to the tenant of such registration. This paragraph~~  
46 ~~shall preclude examination of the rental history of the housing accommo-~~  
47 ~~dation prior to the four-year period preceding the filing of a complaint~~  
48 ~~pursuant to this subdivision].~~~~~~

49 (3) Any affected tenant shall be notified of and given an opportunity  
50 to join in any complaint filed by an officer or employee of the state  
51 division of housing and community renewal.

52 (4) An owner found to have overcharged [~~may~~ shall] be assessed the  
53 reasonable costs and attorney's fees of the proceeding and interest from  
54 the date of the overcharge at the rate of interest payable on a judgment  
55 pursuant to section five thousand four of the civil practice law and  
56 rules.

1 (5) The order of the state division of housing and community renewal  
2 awarding penalties may, upon the expiration of the period in which the  
3 owner may institute a proceeding pursuant to article seventy-eight of  
4 the civil practice law and rules, be filed and enforced by a tenant in  
5 the same manner as a judgment or not in excess of twenty percent thereof  
6 per month may be offset against any rent thereafter due the owner.

7 § 5. Subdivision g of section 26-516 of the administrative code of the  
8 city of New York is amended, subdivision h is relettered subdivision i  
9 and a new subdivision h is added to read as follows:

10 g. ~~Any~~ Except where a specific provision of this law requires the  
11 maintenance of rent records for a longer period, including records of  
12 the useful life of improvements made to any housing accommodation or any  
13 building, any owner who has duly registered a housing accommodation  
14 pursuant to section 26-517 of this chapter shall not be required to  
15 maintain or produce any records relating to rentals of such accommo-  
16 dation for more than ~~four~~ six years prior to the most recent registra-  
17 tion or annual statement for such accommodation. However, an owner's  
18 election not to maintain records shall not limit the authority of the  
19 division of housing and community renewal and the courts to examine the  
20 rental history and determine legal regulated rents pursuant to this  
21 section.

22 h. The division of housing and community renewal, and the courts, in  
23 investigating complaints of overcharge and in determining legal regu-  
24 lated rents, shall consider all available rent history which is reason-  
25 ably necessary to make such determinations, including but not limited to  
26 (i) any rent registration or other records filed with the state division  
27 of housing and community renewal, or any other state, municipal or  
28 federal agency, regardless of the date to which the information on such  
29 registration refers; (ii) any order issued by any state, municipal or  
30 federal agency; (iii) any records maintained by the owner or tenants;  
31 and (iv) any public record kept in the regular course of business by any  
32 state, municipal or federal agency. Nothing contained in this subdivi-  
33 sion shall limit the examination of rent history relevant to a determi-  
34 nation as to:

35 (i) whether the legality of a rental amount charged or registered is  
36 reliable in light of all available evidence including but not limited to  
37 whether an unexplained increase in the registered or lease rents, or a  
38 fraudulent scheme to destabilize the housing accommodation, rendered  
39 such rent or registration unreliable;

40 (ii) whether an accommodation is subject to the emergency tenant  
41 protection act or the rent stabilization law;

42 (iii) whether an order issued by the division of housing and community  
43 renewal or by a court, including, but not limited to an order issued  
44 pursuant to section 26-514 of this chapter, or any regulatory agreement  
45 or other contract with any governmental agency, and remaining in effect  
46 within six years of the filing of a complaint pursuant to this section,  
47 affects or limits the amount of rent that may be charged or collected;

48 (iv) whether an overcharge was or was not willful;

49 (v) whether a rent adjustment that requires information regarding the  
50 length of occupancy by a present or prior tenant was lawful;

51 (vi) the existence or terms and conditions of a preferential rent, or  
52 the propriety of a legal registered rent during a period when the  
53 tenants were charged a preferential rent;

54 (vii) the legality of a rent charged or registered immediately prior  
55 to the registration of a preferential rent; or

1 (viii) the amount of the legal regulated rent where the apartment was  
2 vacant or temporarily exempt on the date six years prior to a tenant's  
3 complaint.

4 § 6. Section 213-a of the civil practice law and rules, as amended by  
5 chapter 116 of the laws of 1997, is amended to read as follows:

6 § 213-a. [~~Actions to be commenced within four years; residential~~  
7 Residential rent overcharge. [~~An action on a residential rent overcharge~~  
8 ~~shall be commenced within four years of the first overcharge alleged and~~  
9 ~~no determination of an overcharge and no award or calculation of an~~  
10 ~~award of the amount of any overcharge may be based upon an overcharge~~  
11 ~~having occurred more than four years before the action is commenced.~~  
12 ~~This section shall preclude examination of the rental history of the~~  
13 ~~housing accommodation prior to the four year period immediately preced-~~  
14 ~~ing the commencement of the action.] No overcharge penalties or damages  
15 may be awarded for a period more than six years before the action is  
16 commenced or complaint is filed, however, an overcharge claim may be  
17 filed at any time, and the calculation and determination of the legal  
18 rent and the amount of the overcharge shall be made in accordance with  
19 the provisions of law governing the determination and calculation of  
20 overcharges.~~

21 § 7. This act shall take effect immediately and shall apply to any  
22 claims pending or filed on and after such date; provided that the amend-  
23 ments to section 26-516 of chapter 4 of title 26 of the administrative  
24 code of the city of New York made by sections four and five of this act  
25 shall expire on the same date as such law expires and shall not affect  
26 the expiration of such law as provided under section 26-520 of such law.

27 PART G

28 Section 1. Short title. This act shall be known and may be cited as  
29 the "statewide tenant protection act of 2019."

30 § 2. Section 2 of section 4 of chapter 576 of the laws of 1974,  
31 constituting the emergency tenant protection act of nineteen seventy-  
32 four, is amended to read as follows:

33 § 2. Legislative finding. The legislature hereby finds and declares  
34 that a serious public emergency continues to exist in the housing of a  
35 considerable number of persons in the state of New York [~~which emergency~~  
36 ~~was at its inception created by war, the effects of war and the after-~~  
37 ~~math of hostilities~~], that such emergency [~~necessitated~~] necessitates  
38 the intervention of federal, state and local government in order to  
39 prevent speculative, unwarranted and abnormal increases in rents; that  
40 there continues to exist in many areas of the state an acute shortage of  
41 housing accommodations caused by continued high demand, attributable in  
42 part to new household formations and decreased supply, in large measure  
43 attributable to reduced availability of federal subsidies, and increased  
44 costs of construction and other inflationary factors; that a substantial  
45 number of persons residing in housing not presently subject to the  
46 provisions of this act or the emergency housing rent control law or the  
47 local emergency housing rent control act are being charged excessive and  
48 unwarranted rents and rent increases; that preventive action by the  
49 legislature continues to be imperative in order to prevent exaction of  
50 unjust, unreasonable and oppressive rents and rental agreements and to  
51 forestall profiteering, speculation and other disruptive practices tend-  
52 ing to produce threats to the public health, safety and general welfare;  
53 that in order to prevent uncertainty, hardship and dislocation, the  
54 provisions of this act are necessary and designed to protect the public

1 health, safety and general welfare; that the transition from regulation  
2 to a normal market of free bargaining between landlord and tenant, while  
3 the ultimate objective of state policy, must take place with due regard  
4 for such emergency; and that the policy herein expressed shall be  
5 subject to determination of the existence of a public emergency requir-  
6 ing the regulation of residential rents within any city, town or village  
7 by the local legislative body of such city, town or village.

8 § 3. Section 14 of section 4 of chapter 576 of the laws of 1974,  
9 constituting the emergency tenant protection act of nineteen seventy-  
10 four, is amended to read as follows:

11 § 14. Application of act. The provisions of this act shall [~~only~~] be  
12 applicable:

13 a. in the city of New York; and

14 b. in [~~the counties of Nassau, Westchester and Rockland~~] all counties  
15 within the state of New York outside the city of New York and shall  
16 become and remain effective only in a city, town or village located  
17 therein as provided in section three of this act.

18 § 4. Subdivision a of section 5 of section 4 of chapter 576 of the  
19 laws of 1974 constituting the emergency tenant protection act of nine-  
20 teen seventy-four is amended by adding a new paragraph 5-a to read as  
21 follows:

22 (5-a) housing accommodations located outside of a city with a popu-  
23 lation of one million or more in any such buildings that were vacant and  
24 unoccupied on June first, two thousand nineteen and had been vacant and  
25 unoccupied for at least the one-year period immediately preceding such  
26 date;

27 § 5. Subdivision a of section 4 of section 4 of chapter 576 of the  
28 laws of 1974 constituting the emergency tenant protection act of nine-  
29 teen hundred seventy-four, as amended by chapter 349 of the laws of  
30 1979, is amended and a new subdivision a-1 is added to read as follows:

31 a. In each county wherein any city having a population of less than  
32 one million or any town or village has determined the existence of an  
33 emergency pursuant to section three of this act, there shall be created  
34 a rent guidelines board to consist of nine members appointed by the  
35 commissioner of housing and community renewal upon recommendation of the  
36 county legislature [~~which~~], except that a rent guidelines board created  
37 subsequent to the effective date of the chapter of the laws of two thou-  
38 sand nineteen that amended this section shall consist of nine members  
39 appointed by the commissioner of housing and community renewal upon  
40 recommendations of the local legislative body of each city having a  
41 population of less than one million or town or village which has deter-  
42 mined the existence of an emergency pursuant to section three of this  
43 act. Such recommendation shall be made within thirty days after the  
44 first local declaration of an emergency in such county; two such members  
45 shall be representative of tenants, two shall be representative of  
46 owners of property, and five shall be public members each of whom shall  
47 have had at least five years experience in either finance, economics or  
48 housing. One public member shall be designated by the commissioner to  
49 serve as chairman and shall hold no other public office. No member,  
50 officer or employee of any municipal rent regulation agency or the state  
51 division of housing and community renewal and no person who owns or  
52 manages real estate covered by this law or who is an officer of any  
53 owner or tenant organization shall serve on a rent guidelines board. One  
54 public member, one member representative of tenants and one member  
55 representative of owners shall serve for a term ending two years from  
56 January first next succeeding the date of their appointment; one public



1 member, one member representative of tenants and one member represen-  
2 tative of owners shall serve for terms ending three years from the Janu-  
3 ary first next succeeding the date of their appointment and three public  
4 members shall serve for terms ending four years from January first next  
5 succeeding the dates of their appointment. Thereafter, all members  
6 shall serve for terms of four years each. Members shall continue in  
7 office until their successors have been appointed and qualified. The  
8 commissioner shall fill any vacancy which may occur by reason of death,  
9 resignation or otherwise in a manner consistent with the original  
10 appointment. A member may be removed by the commissioner for cause, but  
11 not without an opportunity to be heard in person or by counsel, in his  
12 defense, upon not less than ten days notice. Compensation for the  
13 members of the board shall be at the rate of one hundred dollars per  
14 day, for no more than twenty days a year, except that the chairman shall  
15 be compensated at the rate of one hundred twenty-five dollars a day for  
16 no more than thirty days a year. The board shall be provided staff  
17 assistance by the division of housing and community renewal. The compen-  
18 sation of such members and the costs of staff assistance shall be paid  
19 by the division of housing and community renewal which shall be reim-  
20 bursed in the manner prescribed in section four of this act. The local  
21 legislative body of each city having a population of less than one  
22 million and each town and village in which an emergency has been deter-  
23 mined to exist as herein provided shall be authorized to designate one  
24 person who shall be representative of tenants and one person who shall  
25 be representative of owners of property to serve at its pleasure and  
26 without compensation to advise and assist the county rent guidelines  
27 board in matters affecting the adjustment of rents for housing accommo-  
28 dations in such city, town or village as the case may be.

29 a-1. Notwithstanding the provisions of subdivision a of this section  
30 to the contrary, in each county that became subject to this act pursuant  
31 to the chapter of the laws of two thousand nineteen that amended this  
32 section, the commissioner shall reconstitute the existing rent guide-  
33 lines board subsequent to any initial local declaration of emergency  
34 within such county for the purpose of ensuring representation of all  
35 cities having a population of less than one million and all towns and  
36 villages within such county having determined the existence of an emer-  
37 gency in accordance with this act are represented, pursuant to rules and  
38 regulations promulgated by the division of housing and community  
39 renewal.

40 § 6. Severability clause. If any provision of this act or the applica-  
41 tion there shall, for any reason be adjudged by any court of competent  
42 jurisdiction to be invalid or unconstitutional, such judgement shall not  
43 affect, impair or invalidate the remainder of this act, but shall be  
44 confined in its operation to the provision thereof directly involved in  
45 the controversy in which the judgement shall have been rendered;  
46 provided, however, that in the event that the entire system of rent  
47 control or stabilization shall be finally adjudged invalid or unconsti-  
48 tutional by a court of competent jurisdiction because of the operation  
49 of any provision of this act, such provision shall be null, void and  
50 without effect, and all other provisions of this act which can be given  
51 effect without such invalid provision, as well as provisions of any  
52 other law, relating to the control of or stabilization of rent, as in  
53 effect prior to the enactment of this act as otherwise amended by this  
54 act, shall continue in full force and effect for the period of effec-  
55 tiveness set forth in section 17 of chapter 576 of the laws of 1974,

1 constituting the emergency tenant protection act of nineteen seventy-  
2 four, as amended.

3 § 7. This act shall take effect immediately.

4 PART H

5 Section 1. Paragraph 5 of subdivision a of section 26-405 of the  
6 administrative code of the city of New York is amended to read as  
7 follows:

8 (5) Where a maximum rent established pursuant to this chapter on or  
9 after January first, nineteen hundred seventy-two, is higher than the  
10 previously existing maximum rent, the landlord may not collect an  
11 increase from a tenant in occupancy in any one year period of more than  
12 the lesser of either seven and one-half percentum [~~increase from a~~  
13 ~~tenant in occupancy on such date in any one year period, provided howev-~~  
14 ~~er, that where~~] or an average of the previous five years of one-year  
15 rent adjustments on rent stabilized apartments as established by the  
16 rent guidelines board, pursuant to subdivision b of section 26-510 of  
17 this title. If the period for which the rent is established exceeds one  
18 year, regardless of how the collection thereof is averaged over such  
19 period, the rent the landlord shall be entitled to receive during the  
20 first twelve months shall not be increased by more than the lesser of  
21 either seven and one-half percentum or an average of the previous five  
22 years of one-year rent adjustments on rent stabilized apartments as  
23 established by the rent guidelines board, pursuant to subdivision b of  
24 section 26-510 of this title, over the previous rent [~~and~~]. Any addi-  
25 tional annual rents shall not exceed the lesser of either seven and  
26 one-half percentum or an average of the previous five years of one-year  
27 rent adjustments on rent stabilized apartments as established by the  
28 rent guidelines board, pursuant to subdivision b of section 26-510 of  
29 this title, of the rent paid during the previous year. Notwithstanding  
30 any of the foregoing limitations in this paragraph five, maximum rent  
31 shall be increased if ordered by the agency pursuant to subparagraphs  
32 (d), (e), (f), (g), (h), (i), (k), [~~(l)~~], or (m) [~~or (n)~~] of paragraph  
33 one of subdivision g of this section. [~~Commencing January first, nine-~~  
34 ~~teen hundred eighty, rent adjustments pursuant to subparagraph (n) of~~  
35 ~~paragraph one of subdivision g of this section shall be excluded from~~  
36 ~~the maximum rent when computing the seven and one half percentum~~  
37 ~~increase authorized by this paragraph five.~~] Where a housing accommo-  
38 dation is vacant on January first, nineteen hundred seventy-two, or  
39 becomes vacant thereafter by voluntary surrender of possession by the  
40 tenants, the maximum rent established for such accommodations may be  
41 collected.

42 § 2. Subparagraphs (l) and (n) of paragraph 1 of subdivision g of  
43 section 26-405 of the administrative code of the city of New York are  
44 REPEALED.

45 § 3. Section 4 of chapter 274 of the laws of 1946, constituting the  
46 emergency housing rent control law, is amended by adding a new subdivi-  
47 sion 9 to read as follows:

48 9. No annual rent increase authorized pursuant to this act shall  
49 exceed the average of the previous five annual rental adjustments  
50 authorized by a rent guidelines board for a rent stabilized unit pursu-  
51 ant to section 4 of the emergency tenant protection act of nineteen  
52 seventy-four.

53 § 4. The administrative code of the city of New York is amended by  
54 adding a new section 26-407.1 to read as follows:

1 § 26-407.1 Fuel pass-along to tenants under rent control prohibited.  
2 Notwithstanding any other provision of law, rule, regulation, charter or  
3 administrative code, tenants of housing accommodations which are subject  
4 to rent control under this chapter shall not be subject to a fuel  
5 adjustment or pass-along increase in rent and any such increase to such  
6 tenant shall be null and void.

7 § 5. This act shall take effect immediately; provided that the amend-  
8 ments to section 26-405 of the city rent and rehabilitation law made by  
9 section one of this act shall remain in full force and effect only as  
10 long as the public emergency requiring the regulation and control of  
11 residential rents and evictions continues, as provided in subdivision 3  
12 of section 1 of the local emergency housing rent control act; and  
13 provided further that the addition of section 26-407.1 to the city rent  
14 and rehabilitation law made by section four of this act shall remain in  
15 full force and effect only as long as the public emergency requiring the  
16 regulation and control of residential rents and evictions continues, as  
17 provided in subdivision 3 of section 1 of the local emergency housing  
18 rent control act.

19 PART I

20 Section 1. Paragraph 1 of subdivision b of section 26-408 of the  
21 administrative code of the city of New York is amended to read as  
22 follows:

23 (1) The landlord seeks in good faith to recover possession of a hous-  
24 ing accommodation because of immediate and compelling necessity for his  
25 or her own personal use and occupancy as his or her primary residence or  
26 for the use and occupancy of his or her immediate family as their prima-  
27 ry residence provided, however, that this subdivision shall permit  
28 recovery of only one housing accommodation and shall not apply where a  
29 member of the household lawfully occupying the housing accommodation is  
30 sixty-two years of age or older, has been a tenant in a housing accommo-  
31 dation in that building for ~~twenty~~ fifteen years or more, or has an  
32 impairment which results from anatomical, physiological or psychological  
33 conditions, other than addiction to alcohol, gambling, or any controlled  
34 substance, which are demonstrable by medically acceptable clinical and  
35 laboratory diagnostic techniques, and which are expected to be permanent  
36 and which prevent the tenant from engaging in any substantial gainful  
37 employment; provided, further, that a tenant required to surrender a  
38 housing accommodation by virtue of the operation of subdivision g or h  
39 of this section shall have a cause of action in any court of competent  
40 jurisdiction for damages, declaratory, and injunctive relief against a  
41 landlord or purchaser of the premises who makes a fraudulent statement  
42 regarding a proposed use of the housing accommodation. In any action or  
43 proceeding brought pursuant to this paragraph a prevailing tenant shall  
44 be entitled to recovery of actual damages, and reasonable attorneys'  
45 fees; or

46 § 2. Subparagraph (b) of paragraph 9 of subdivision c of section  
47 26-511 of the administrative code of the city of New York is amended to  
48 read as follows:

49 (b) where he or she seeks to recover possession of one ~~or more~~  
50 dwelling ~~units~~ unit because of immediate and compelling necessity for  
51 his or her own personal use and occupancy as his or her primary resi-  
52 dence ~~in the city of New York and/or~~ or for the use and occupancy of a  
53 member of his or her immediate family as his or her primary residence  
54 ~~in the city of New York~~, provided however, that this subparagraph

1 shall permit recovery of only one dwelling unit and shall not apply  
2 where a tenant or the spouse of a tenant lawfully occupying the dwelling  
3 unit is sixty-two years of age or older, has been a tenant in a dwelling  
4 unit in that building for fifteen years or more, or has an impairment  
5 which results from anatomical, physiological or psychological condi-  
6 tions, other than addiction to alcohol, gambling, or any controlled  
7 substance, which are demonstrable by medically acceptable clinical and  
8 laboratory diagnostic techniques, and which are expected to be permanent  
9 and which prevent the tenant from engaging in any substantial gainful  
10 employment, unless such owner offers to provide and if requested,  
11 provides an equivalent or superior housing accommodation at the same or  
12 lower stabilized rent in a closely proximate area. The provisions of  
13 this subparagraph shall only permit one of the individual owners of any  
14 building to recover possession of one [~~or more~~] dwelling [~~units~~] unit  
15 for his or her own personal use and/or for that of his or her immediate  
16 family. [~~Any~~] A dwelling unit recovered by an owner pursuant to this  
17 subparagraph shall not for a period of three years be rented, leased,  
18 subleased or assigned to any person other than a person for whose bene-  
19 fit recovery of the dwelling unit is permitted pursuant to this subpara-  
20 graph or to the tenant in occupancy at the time of recovery under the  
21 same terms as the original lease; provided, however, that a tenant  
22 required to surrender a housing accommodation by virtue of the operation  
23 of subdivision g or h of section 26-408 of this title shall have a cause  
24 of action in any court of competent jurisdiction for damages, declarato-  
25 ry, and injunctive relief against a landlord or purchaser of the prem-  
26 ises who makes a fraudulent statement regarding a proposed use of the  
27 housing accommodation. In any action or proceeding brought pursuant to  
28 this subparagraph a prevailing tenant shall be entitled to recovery of  
29 actual damages, and reasonable attorneys' fees. This subparagraph shall  
30 not be deemed to establish or eliminate any claim that the former tenant  
31 of the dwelling unit may otherwise have against the owner. Any such  
32 rental, lease, sublease or assignment during such period to any other  
33 person may be subject to a penalty of a forfeiture of the right to any  
34 increases in residential rents in such building for a period of three  
35 years; or

36 § 3. Subdivision a of section 10 of section 4 of chapter 576 of the  
37 laws of 1974, constituting the emergency tenant protection act of nine-  
38 teen seventy-four, as amended by chapter 234 of the laws of 1984, is  
39 amended to read as follows:

40 a. For cities having a population of less than one million and towns  
41 and villages, the state division of housing and community renewal shall  
42 be empowered to implement this act by appropriate regulations. Such  
43 regulations may encompass such speculative or manipulative practices or  
44 renting or leasing practices as the state division of housing and commu-  
45 nity renewal determines constitute or are likely to cause circumvention  
46 of this act. Such regulations shall prohibit practices which are likely  
47 to prevent any person from asserting any right or remedy granted by this  
48 act, including but not limited to retaliatory termination of periodic  
49 tenancies and shall require owners to grant a new one or two year vacan-  
50 cy or renewal lease at the option of the tenant, except where a mortgage  
51 or mortgage commitment existing as of the local effective date of this  
52 act provides that the owner shall not grant a one-year lease; and shall  
53 prescribe standards with respect to the terms and conditions of new and  
54 renewal leases, additional rent and such related matters as security  
55 deposits, advance rental payments, the use of escalator clauses in leas-  
56 es and provision for increase in rentals for garages and other ancillary

1 facilities, so as to insure that the level of rent adjustments author-  
2 ized under this law will not be subverted and made ineffective. Any  
3 provision of the regulations permitting an owner to refuse to renew a  
4 lease on grounds that the owner seeks to recover possession of [~~the~~] a  
5 housing accommodation for his or her own use and occupancy or for the  
6 use and occupancy of his or her immediate family shall permit recovery  
7 of only one housing accommodation, shall require that an owner demon-  
8 strate immediate and compelling need and that the housing accommodation  
9 will be the proposed occupants' primary residence and shall not apply  
10 where a member of the housing accommodation is sixty-two years of age or  
11 older, has been a tenant in a housing accommodation in that building for  
12 [~~twenty~~] fifteen years or more, or has an impairment which results from  
13 anatomical, physiological or psychological conditions, other than  
14 addiction to alcohol, gambling, or any controlled substance, which are  
15 demonstrable by medically acceptable clinical and laboratory diagnostic  
16 techniques, and which are expected to be permanent and which prevent the  
17 tenant from engaging in any substantial gainful employment; provided,  
18 however, that a tenant required to surrender a housing accommodation by  
19 virtue of the operation of subdivision g or h of section 26-408 of the  
20 administrative code of the city of New York shall have a cause of action  
21 in any court of competent jurisdiction for damages, declaratory, and  
22 injunctive relief against a landlord or purchaser of the premises who  
23 makes a fraudulent statement regarding a proposed use of the housing  
24 accommodation. In any action or proceeding brought pursuant to this  
25 subdivision a prevailing tenant shall be entitled to recovery of actual  
26 damages, and reasonable attorneys' fees.

27 § 4. Paragraph (a) of subdivision 2 of section 5 of chapter 274 of the  
28 laws of 1946, constituting the emergency housing rent control law, as  
29 amended by chapter 234 of the laws of 1984, is amended to read as  
30 follows:

31 (a) the landlord seeks in good faith to recover possession of a hous-  
32 ing [~~accommodations~~] accommodation because of immediate and compelling  
33 necessity for his or her own personal use and occupancy as his or her  
34 primary residence or for the use and occupancy of his or her immediate  
35 family as their primary residence; provided, however, this subdivision  
36 shall permit recovery of only one housing accommodation and shall not  
37 apply where a member of the household lawfully occupying the housing  
38 accommodation is sixty-two years of age or older, has been a tenant in a  
39 housing accommodation in that building for [~~twenty~~] fifteen years or  
40 more, or has an impairment which results from anatomical, physiological  
41 or psychological conditions, other than addiction to alcohol, gambling,  
42 or any controlled substance, which are demonstrable by medically accept-  
43 able clinical and laboratory diagnostic techniques, and which are  
44 expected to be permanent and which prevent the tenant from engaging in  
45 any substantial gainful employment; provided, however, that a tenant  
46 required to surrender a housing accommodation by virtue of the operation  
47 of subdivision g or h of section 26-408 of the administrative code of  
48 the city of New York shall have a cause of action in any court of compe-  
49 tent jurisdiction for damages, declaratory, and injunctive relief  
50 against a landlord or purchaser of the premises who makes a fraudulent  
51 statement regarding a proposed use of the housing accommodation. In any  
52 action or proceeding brought pursuant to this paragraph a prevailing  
53 tenant shall be entitled to recovery of actual damages, and reasonable  
54 attorneys' fees; or

55 § 5. This act shall take effect immediately and shall apply to any  
56 tenant in possession at or after the time it takes effect, regardless of

1 whether the landlord's application for an order, refusal to renew a  
2 lease or refusal to extend or renew a tenancy took place before this act  
3 shall have taken effect, provided that:

4 a. the amendments to section 26-408 of the city rent and rehabili-  
5 tation law made by section one of this act shall remain in full force  
6 and effect only as long as the public emergency requiring the regulation  
7 and control of residential rents and evictions continues, as provided in  
8 subdivision 3 of section 1 of the local emergency housing rent control  
9 act; and

10 b. the amendments to section 26-511 of the rent stabilization law of  
11 nineteen hundred sixty-nine made by section two of this act shall expire  
12 on the same date as such law expires and shall not affect the expiration  
13 of such law as provided under section 26-520 of such law.

14 PART J

15 Section 1. Paragraph 10 and 11 of subdivision a of section 5 of  
16 section 4 of chapter 576 of the laws of 1974, constituting the emergency  
17 tenant protection act of nineteen seventy-four, paragraph 11 as amended  
18 by chapter 422 of the laws of 2010, are amended to read as follows:

19 (10) housing accommodations in buildings operated exclusively for  
20 charitable purposes on a non-profit basis except for permanent housing  
21 accommodations with government contracted services, as of and after the  
22 effective date of the chapter of the laws of two thousand nineteen that  
23 amended this paragraph, to vulnerable individuals or individuals with  
24 disabilities who are or were homeless or at risk of homelessness;  
25 provided, however, that terms of leases in existence as of the effective  
26 date of the chapter of the laws of two thousand nineteen that amended  
27 this paragraph, shall only be affected upon lease renewal, and further  
28 provided that upon the vacancy of such housing accommodations shall be  
29 the legal regulated rent paid for such housing accommodations by the  
30 prior tenant, subject only to any adjustment adopted by the applicable  
31 rent guidelines board;

32 (11) housing accommodations which are not occupied by the tenant, not  
33 including subtenants or occupants, as his or her primary residence, as  
34 determined by a court of competent jurisdiction. For the purposes of  
35 determining primary residency, a tenant who is a victim of domestic  
36 violence, as defined in section four hundred fifty-nine-a of the social  
37 services law, who has left the unit because of such violence, and who  
38 asserts an intent to return to the housing accommodation shall be deemed  
39 to be occupying the unit as his or her primary residence. For the  
40 purposes of this paragraph, where a housing accommodation is rented to a  
41 not-for-profit hospital for residential use, affiliated subtenants  
42 authorized to use such accommodations by such hospital shall be deemed  
43 to be tenants. For the purposes of this paragraph, where a housing  
44 accommodation is rented to a not-for-profit for providing, as of and  
45 after the effective date of the chapter of the laws of two thousand  
46 nineteen that amended this paragraph, permanent housing to individuals  
47 who are or were homeless or at risk of homelessness, affiliated subten-  
48 ants authorized to use such accommodations by such not-for-profit shall  
49 be deemed to be tenants. No action or proceeding shall be commenced  
50 seeking to recover possession on the ground that a housing accommodation  
51 is not occupied by the tenant as his or her primary residence unless the  
52 owner or lessor shall have given thirty days notice to the tenant of his  
53 or her intention to commence such action or proceeding on such grounds.  
54 § 2. This act shall take effect immediately.

1

## PART K

2 Section 1. Paragraph 1 of subdivision d of section 6 of section 4 of  
3 chapter 576 of the laws of 1974, constituting the emergency tenant  
4 protection act of nineteen seventy-four, as amended by section 18 of  
5 part B of chapter 97 of the laws of 2011, is amended to read as follows:

6 (1) there has been a substantial modification or increase of dwelling  
7 space [~~or an increase in the services~~], or installation of new equipment  
8 or improvements or new furniture or furnishings, provided in or to a  
9 tenant's housing accommodation, on written informed tenant consent to  
10 the rent increase. In the case of a vacant housing accommodation,  
11 tenant consent shall not be required. The [~~permanent~~] temporary  
12 increase in the legal regulated rent for the affected housing accommo-  
13 dation shall be [~~one-fortieth~~] one-one hundred sixty-eighth, in the case  
14 of a building with thirty-five or fewer housing accommodations[~~, or~~  
15 ~~one-sixtieth,~~] or one-one hundred eightieth in the case of a building  
16 with more than thirty-five housing accommodations where such [~~permanent~~]  
17 increase takes effect on or after [~~September twenty-fourth, two thousand~~  
18 ~~eleven, of the total cost incurred by the landlord in providing such~~  
19 ~~modification or increase in dwelling space, services, furniture,~~  
20 ~~furnishings or equipment, including the cost of installation, but~~  
21 ~~excluding finance charges~~] the effective date of the chapter of the laws  
22 of two thousand nineteen that amended this paragraph, of the total actu-  
23 al cost incurred by the landlord up to fifteen thousand dollars in  
24 providing such reasonable and verifiable modification or increase in  
25 dwelling space, furniture, furnishings, or equipment, including the cost  
26 of installation but excluding finance charges and any costs that exceed  
27 reasonable costs established by rules and regulations promulgated by the  
28 division of housing and community renewal. Such rules and regulations  
29 shall include: (i) requirements for work to be done by licensed contrac-  
30 tors and a prohibition on common ownership between the landlord and the  
31 contractor or vendor; and (ii) a requirement that the owner resolve  
32 within the dwelling space all outstanding hazardous or immediately  
33 hazardous violations of the Uniform Fire Prevention and Building Code  
34 (Uniform Code), New York City Fire Code, or New York City Building and  
35 Housing Maintenance Codes, if applicable. Provided further that an owner  
36 who is entitled to a rent increase pursuant to this paragraph shall not  
37 be entitled to a further rent increase based upon the installation of  
38 similar equipment, or new furniture or furnishings within the useful  
39 life of such new equipment, or new furniture or furnishings. Provided  
40 further that the recoverable costs incurred by the landlord, pursuant to  
41 this paragraph, shall be limited to an aggregate cost of fifteen thou-  
42 sand dollars that may be expended on no more than three separate indi-  
43 vidual apartment improvements in a fifteen year period. Provided further  
44 that increases to the legal regulated rent pursuant to this paragraph  
45 shall be removed from the legal regulated rent thirty years from the  
46 date the increase became effective inclusive of any increases granted by  
47 the applicable rent guidelines board.

48 § 2. Paragraph 13 of subdivision c of section 26-511 of the adminis-  
49 trative code of the city of New York, as amended by section 16 of part B  
50 of chapter 97 of the laws of 2011, is amended to read as follows:

51 (13) provides that an owner is entitled to a rent increase where there  
52 has been a substantial modification or increase of dwelling space [~~or an~~  
53 ~~increase in the services~~], or installation of new equipment or improve-  
54 ments or new furniture or furnishings provided in or to a tenant's hous-  
55 ing accommodation, on written informed tenant consent to the rent

1 increase. In the case of a vacant housing accommodation, tenant consent  
2 shall not be required. The [~~permanent~~] temporary increase in the legal  
3 regulated rent for the affected housing accommodation shall be [~~one-for-~~  
4 ~~tieth,~~] one-one hundred sixty-eighth, in the case of a building with  
5 thirty-five or fewer housing accommodations[, ~~or one-sixtieth,~~] or one-  
6 one hundred eightieth in the case of a building with more than thirty-  
7 five housing accommodations where such [~~permanent~~] increase takes effect  
8 on or after [~~September twenty-fourth, two thousand eleven, of the total~~  
9 ~~cost incurred by the landlord in providing such modification or increase~~  
10 ~~in dwelling space, services, furniture, furnishings or equipment,~~  
11 ~~including the cost of installation, but excluding finance charges] the  
12 effective date of the chapter of the laws of two thousand nineteen that  
13 amended this paragraph, of the total actual cost incurred by the land-  
14 lord in providing such reasonable and verifiable modification or  
15 increase in dwelling space, furniture, furnishings, or equipment,  
16 including the cost of installation but excluding finance charges and any  
17 costs that exceed reasonable costs established by rules and regulations  
18 promulgated by the division of housing and community renewal. Such rules  
19 and regulations shall include: (i) requirements for work to be done by  
20 licensed contractors and prohibit common ownership between the landlord  
21 and the contractor or vendor; and (ii) a requirement that the owner  
22 resolve within the dwelling space all outstanding hazardous or imme-  
23 diately hazardous violations of the Uniform Fire Prevention and Building  
24 Code (Uniform Code), New York City Fire Code, or New York City Building  
25 and Housing Maintenance Codes, if applicable. Provided further that an  
26 owner who is entitled to a rent increase pursuant to this paragraph  
27 shall not be entitled to a further rent increase based upon the instal-  
28 lation of similar equipment, or new furniture or furnishings within the  
29 useful life of such new equipment, or new furniture or furnishings.  
30 Provided further that the recoverable costs incurred by the landlord,  
31 pursuant to this paragraph, shall be limited to an aggregate cost of  
32 fifteen thousand dollars that may be expended on no more than three  
33 separate individual apartment improvements in a fifteen year period.  
34 Provided further that increases to the legal regulated rent pursuant to  
35 this paragraph shall be removed from the legal regulated rent thirty  
36 years from the date the increase became effective inclusive of any  
37 increases granted by the applicable rent guidelines board.~~

38 § 3. Subparagraph (e) of paragraph 1 of subdivision g of section  
39 26-405 of the administrative code of the city of New York, as amended by  
40 section 15 of part B of chapter 97 of the laws of 2011, is amended to  
41 read as follows:

42 (e) The landlord and tenant by mutual voluntary written agreement  
43 demonstrating informed consent agree to a substantial increase or  
44 decrease in dwelling space or a change in [~~the services,~~] furniture,  
45 furnishings or equipment provided in the housing accommodations. An  
46 adjustment under this subparagraph shall be equal to [~~one-fortieth~~]  
47 one-one hundred sixty-eighth, in the case of a building with thirty-five  
48 or fewer housing accommodations[, ~~or one-sixtieth,~~] or one-one hundred  
49 eightieth in the case of a building with more than thirty-five housing  
50 accommodations where such temporary adjustment takes effect on or after  
51 [~~September twenty-fourth, two thousand eleven, of the total cost~~  
52 ~~incurred by the landlord in providing such modification or increase in~~  
53 ~~dwelling space, services, furniture, furnishings or equipment, including~~  
54 ~~the cost of installation, but excluding finance charges, provided] the  
55 effective date of the chapter of the laws of two thousand nineteen that  
56 amended this subparagraph, of the total actual cost incurred by the~~



1 landlord in providing such reasonable and verifiable modification or  
2 increase in dwelling space, furniture, furnishings, or equipment,  
3 including the cost of installation but excluding finance charges and any  
4 costs that exceed reasonable costs established by rules and regulations  
5 promulgated by the division of housing and community renewal. Such rules  
6 and regulations shall include: (i) requirements for work to be done by  
7 licensed contractors and prohibit common ownership between the landlord  
8 and the contractor or vendor; and (ii) a requirement that the owner  
9 resolve within the dwelling space all outstanding hazardous or imme-  
10 diately hazardous violations of the Uniform Fire Prevention and Building  
11 Code (Uniform Code), New York City Fire Code, or New York City Building  
12 and Housing Maintenance Codes, if applicable. Provided further that an  
13 owner who is entitled to a rent increase pursuant to this subparagraph  
14 shall not be entitled to a further rent increase based upon the instal-  
15 lation of similar equipment, or new furniture or furnishings within the  
16 useful life of such new equipment, or new furniture or furnishings.  
17 Provided further that the recoverable costs incurred by the landlord,  
18 pursuant to this subparagraph shall be limited to an aggregate cost of  
19 fifteen thousand dollars that may be expended on no more than three  
20 separate individual apartment improvements in a fifteen year period.  
21 Provided further that increases to the legal regulated rent pursuant to  
22 this subparagraph shall be removed from the legal regulated rent thirty  
23 years from the date the increase became effective inclusive of any  
24 increases granted by the applicable rent guidelines board. The owner  
25 shall give written notice to the city rent agency of any such temporary  
26 adjustment pursuant to this subparagraph; or

27 § 4. The administrative code of the city of New York is amended by  
28 adding a new section 26-511.1 to read as follows:

29 § 26-511.1 Major capital improvements and individual apartment  
30 improvements in rent regulated units. a. Notwithstanding any other  
31 provision of law to the contrary, the division of housing and community  
32 renewal, the "division", shall promulgate rules and regulations applica-  
33 ble to all rent regulated units that shall:

34 (1) establish a schedule of reasonable costs for major capital  
35 improvements, which shall set a ceiling for what can be recovered  
36 through a temporary major capital improvement increase, based on the  
37 type of improvement and its rate of depreciation;

38 (2) establish the criteria for eligibility of a temporary major capi-  
39 tal improvement increase including the type of improvement, which shall  
40 be essential for the preservation, energy efficiency, functionality or  
41 infrastructure of the entire building, including heating, windows,  
42 plumbing and roofing, but shall not be for operational costs or unneces-  
43 sary cosmetic improvements. Allowable improvements must additionally be  
44 depreciable pursuant to the Internal Revenue Service, other than for  
45 ordinary repairs, that directly or indirectly benefit all tenants; and  
46 no increase shall be approved for group work done in individual apart-  
47 ments that is otherwise not an improvement to an entire building. Only  
48 such costs that are actual, reasonable, and verifiable may be approved  
49 as a temporary major capital improvement increase;

50 (3) require that any temporary major capital improvement increase  
51 granted pursuant to these provisions be reduced by an amount equal to  
52 (i) any governmental grant received by the landlord, where such grant  
53 compensates the landlord for any improvements required by a city, state  
54 or federal government, an agency or any granting governmental entity to  
55 be expended for improvements and (ii) any insurance payment received by

1 the landlord where such insurance payment compensates the landlord for  
2 any part of the costs of the improvements;

3 (4) prohibit temporary major capital improvement increases for build-  
4 ings with outstanding hazardous or immediately hazardous violations of  
5 the Uniform Fire Prevention and Building Code (Uniform Code), New York  
6 City Fire Code, or New York City Building and Housing Maintenance Codes,  
7 if applicable;

8 (5) prohibit individual apartment improvement increases for housing  
9 accommodations with outstanding hazardous or immediately hazardous  
10 violations of the Uniform Fire Prevention and Building Code (Uniform  
11 Code), New York City Fire Code, or New York City Building and Housing  
12 Maintenance Codes, if applicable;

13 (6) prohibit temporary major capital improvement increases for build-  
14 ings with thirty-five per centum or fewer rent-regulated units;

15 (7) establish that temporary major capital improvement increases shall  
16 be fixed to the unit and shall cease thirty years from the date the  
17 increase became effective. Temporary major capital improvement increases  
18 shall be added to the legal regulated rent as a temporary increase and  
19 shall be removed from the legal regulated rent thirty years from the  
20 date the increase became effective inclusive of any increases granted by  
21 the local rent guidelines board;

22 (8) establish that temporary major capital improvement increases shall  
23 be collectible prospectively sixty days from the date of mailing notice  
24 of approval to the tenant. Such notice shall disclose the total monthly  
25 increase in rent and the first month in which the tenant would be  
26 required to pay the temporary increase. An approval for a temporary  
27 major capital improvement increase shall not include retroactive  
28 payments. The collection of any increase shall not exceed two percent in  
29 any year from the effective date of the order granting the increase over  
30 the rent set forth in the schedule of gross rents, with collectability  
31 of any dollar excess above said sum to be spread forward in similar  
32 increments and added to the rent as established or set in future years.  
33 Upon vacancy, the landlord may add any remaining balance of the tempo-  
34 rary major capital improvement increase to the legal regulated rent.  
35 Notwithstanding any other provision of the law, the collection of any  
36 rent increases due to any major capital improvements approved on or  
37 after June 16, 2012 and before June 16, 2019 shall not exceed two  
38 percent in any year beginning on or after September 1, 2019 for any  
39 tenant in occupancy on the date the major capital improvement was  
40 approved;

41 (9) ensure that the application procedure for temporary major capital  
42 improvement increases shall include an itemized list of work performed  
43 and a description or explanation of the reason or purpose of such work;

44 (10) provide, that where an application for a major capital improve-  
45 ment rent increase has been filed, a tenant shall have sixty days from  
46 the date of mailing of a notice of a proceeding in which to answer or  
47 reply;

48 (11) establish a notification and documentation procedure for individ-  
49 ual apartment improvements that requires an itemized list of work  
50 performed and a description or explanation of the reason or purpose of  
51 such work, inclusive of photographic evidence documenting the condition  
52 prior to and after the completion of the performed work. Provide for the  
53 centralized electronic retention of such documentation and any other  
54 supporting documentation to be made available in cases pertaining to the  
55 adjustment of legal regulated rents; and

1 (12) establish a form for a temporary individual apartment improvement  
2 rent increase for a tenant in occupancy which shall be used by landlords  
3 to obtain written informed consent that shall include the estimated  
4 total cost of the improvement and the estimated monthly rent increase.  
5 Such consent shall be executed in the tenant's primary language. Such  
6 form shall be completed and preserved in the centralized electronic  
7 retention system. Nothing herein shall relieve a landlord, lessor, or  
8 agent thereof of his or her duty to retain proper documentation of all  
9 improvements performed or any rent increases resulting from said  
10 improvements.

11 b. The division shall establish an annual inspection and audit process  
12 which shall review twenty-five percent of applications for a temporary  
13 major capital improvement increase that have been submitted and  
14 approved. Such process shall include individual inspections and document  
15 review to ensure that owners complied with all obligations and responsi-  
16 bilities under the law for temporary major capital improvement  
17 increases. Inspections shall include in-person confirmation that such  
18 improvements have been completed in such way as described in the appli-  
19 cation.

20 c. The division shall issue a notice to the landlord and all the  
21 tenants sixty days prior to the end of the temporary major capital  
22 improvement increase and shall include the initial approved increase and  
23 the total amount to be removed from the legal regulated rent inclusive  
24 of any increases granted by the applicable rent guidelines board.

25 § 5. The administrative code of the city of New York is amended by  
26 adding a new section 26-405.1 to read as follows:

27 § 26-405.1 Major capital improvements and individual apartment  
28 improvements in rent regulated units. a. Notwithstanding any other  
29 provision of law to the contrary, the division of housing and community  
30 renewal, the "division", shall promulgate rules and regulations applica-  
31 ble to all rent regulated units that shall:

32 (1) establish a schedule of reasonable costs for major capital  
33 improvements, which shall set a ceiling for what can be recovered  
34 through a temporary major capital improvement increase, based on the  
35 type of improvement and its rate of depreciation;

36 (2) establish the criteria for eligibility of a temporary major capi-  
37 tal improvement increase including the type of improvement, which shall  
38 be essential for the preservation, energy efficiency, functionality or  
39 infrastructure of the entire building, including heating, windows,  
40 plumbing and roofing, but shall not be for operational costs or unneces-  
41 sary cosmetic improvements. Allowable improvements must additionally be  
42 depreciable pursuant to the Internal Revenue Service, other than for  
43 ordinary repairs, that directly or indirectly benefit all tenants; and  
44 no increase shall be approved for group work done in individual apart-  
45 ments that is otherwise not an improvement to an entire building. Only  
46 such costs that are actual, reasonable, and verifiable may be approved  
47 as a temporary major capital improvement increase;

48 (3) require that any temporary major capital improvement increase  
49 granted pursuant to these provisions be reduced by an amount equal to  
50 (i) any governmental grant received by the landlord, where such grant  
51 compensates the landlord for any improvements required by a city, state  
52 or federal government, an agency or any granting governmental entity to  
53 be expended for improvements and (ii) any insurance payment received by  
54 the landlord where such insurance payment compensates the landlord for  
55 any part of the costs of the improvements;

1 (4) prohibit temporary major capital improvement increases for build-  
2 ings with outstanding hazardous or immediately hazardous violations of  
3 the Uniform Fire Prevention and Building Code (Uniform Code), New York  
4 City Fire Code, or New York City Building and Housing Maintenance Codes,  
5 if applicable;

6 (5) prohibit individual apartment improvement increases for housing  
7 accommodations with outstanding hazardous or immediately hazardous  
8 violations of the Uniform Fire Prevention and Building Code (Uniform  
9 Code), New York City Fire Code, or New York City Building and Housing  
10 Maintenance Codes, if applicable;

11 (6) prohibit temporary major capital improvement increases for build-  
12 ings with thirty-five per centum or fewer rent-regulated units;

13 (7) establish that temporary major capital improvement increases shall  
14 be fixed to the unit and shall cease thirty years from the date the  
15 increase became effective. Temporary major capital improvement increases  
16 shall be added to the legal regulated rent as a temporary increase and  
17 shall be removed from the legal regulated rent thirty years from the  
18 date the increase became effective inclusive of any increases granted by  
19 the local rent guidelines board;

20 (8) establish that temporary major capital improvement increases shall  
21 be collectible prospectively sixty days from the date of mailing notice  
22 of approval to the tenant. Such notice shall disclose the total monthly  
23 increase in rent and the first month in which the tenant would be  
24 required to pay the temporary increase. An approval for a temporary  
25 major capital improvement increase shall not include retroactive  
26 payments. The collection of any increase shall not exceed two percent in  
27 any year from the effective date of the order granting the increase over  
28 the rent set forth in the schedule of gross rents, with collectability  
29 of any dollar excess above said sum to be spread forward in similar  
30 increments and added to the rent as established or set in future years.  
31 Upon vacancy, the landlord may add any remaining balance of the tempo-  
32 rary major capital improvement increase to the legal regulated rent.  
33 Notwithstanding any other provision of the law, the collection of any  
34 rent increases due to any major capital improvements approved on or  
35 after June 16, 2012 and before June 16, 2019 shall not exceed two  
36 percent in any year beginning on or after September 1, 2019 for any  
37 tenant in occupancy on the date the major capital improvement was  
38 approved;

39 (9) ensure that the application procedure for temporary major capital  
40 improvement increases shall include an itemized list of work performed  
41 and a description or explanation of the reason or purpose of such work;

42 (10) provide, that where an application for a major capital improve-  
43 ment rent increase has been filed, a tenant shall have sixty days from  
44 the date of mailing of a notice of a proceeding in which to answer or  
45 reply;

46 (11) establish a notification and documentation procedure for individ-  
47 ual apartment improvements that requires an itemized list of work  
48 performed and a description or explanation of the reason or purpose of  
49 such work, inclusive of photographic evidence documenting the condition  
50 prior to and after the completion of the performed work. Provide for the  
51 centralized electronic retention of such documentation and any other  
52 supporting documentation to be made available in cases pertaining to the  
53 adjustment of legal regulated rents; and

54 (12) establish a form for a temporary individual apartment improvement  
55 rent increase for a tenant in occupancy which shall be used by landlords  
56 to obtain written informed consent that shall include the estimated

1 total cost of the improvement and the estimated monthly rent increase.  
2 Such consent shall be executed in the tenant's primary language. Such  
3 form shall be completed and preserved in the centralized electronic  
4 retention system. Nothing herein shall relieve a landlord, lessor, or  
5 agent thereof of his or her duty to retain proper documentation of all  
6 improvements performed or any rent increases resulting from said  
7 improvements.

8 b. The division shall establish an annual inspection and audit process  
9 which shall review twenty-five percent of applications for a temporary  
10 major capital improvement increase that have been submitted and  
11 approved. Such process shall include individual inspections and document  
12 review to ensure that owners complied with all obligations and responsi-  
13 bilities under the law for temporary major capital improvement  
14 increases. Inspections shall include in-person confirmation that such  
15 improvements have been completed in such way as described in the appli-  
16 cation.

17 c. The division shall issue a notice to the landlord and all the  
18 tenants sixty days prior to the end of the temporary major capital  
19 improvement increase and shall include the initial approved increase and  
20 the total amount to be removed from the legal regulated rent inclusive  
21 of any increases granted by the applicable rent guidelines board.

22 § 6. Section 4 of chapter 576 of the laws of 1974, constituting the  
23 emergency tenant protection act of nineteen seventy-four, is amended by  
24 adding a new section 10-b to read as follows:

25 § 10-b. Major capital improvements and individual apartment improve-  
26 ments in rent regulated units. (a) Notwithstanding any other provision  
27 of law to the contrary, the division of housing and community renewal,  
28 the "division", shall promulgate rules and regulations applicable to all  
29 rent regulated units that shall:

30 1. establish a schedule of reasonable costs for major capital improve-  
31 ments, which shall set a ceiling for what can be recovered through a  
32 temporary major capital improvement increase, based on the type of  
33 improvement and its rate of depreciation;

34 2. establish the criteria for eligibility of a temporary major capital  
35 improvement increase including the type of improvement, which shall be  
36 essential for the preservation, energy efficiency, functionality or  
37 infrastructure of the entire building, including heating, windows,  
38 plumbing and roofing, but shall not be for operational costs or unneces-  
39 sary cosmetic improvements. Allowable improvements must additionally be  
40 depreciable pursuant to the Internal Revenue Service, other than for  
41 ordinary repairs, that directly or indirectly benefit all tenants; and  
42 no increase shall be approved for group work done in individual apart-  
43 ments that is otherwise not an improvement to an entire building. Only  
44 such costs that are actual, reasonable, and verifiable may be approved  
45 as a temporary major capital improvement increase;

46 3. require that any temporary major capital improvement increase  
47 granted pursuant to these provisions be reduced by an amount equal to  
48 (i) any governmental grant received by the landlord, where such grant  
49 compensates the landlord for any improvements required by a city, state  
50 or federal government, an agency or any granting governmental entity to  
51 be expended for improvements and (ii) any insurance payment received by  
52 the landlord where such insurance payment compensates the landlord for  
53 any part of the costs of the improvements;

54 4. prohibit temporary major capital improvement increases for build-  
55 ings with outstanding hazardous or immediately hazardous violations of  
56 the Uniform Fire Prevention and Building Code (Uniform Code), New York

1 City Fire Code, or New York City Building and Housing Maintenance Codes,  
2 if applicable;

3 5. prohibit individual apartment improvement increases for housing  
4 accommodations with outstanding hazardous or immediately hazardous  
5 violations of the Uniform Fire Prevention and Building Code (Uniform  
6 Code), New York City Fire Code, or New York City Building and Housing  
7 Maintenance Codes, if applicable;

8 6. prohibit temporary major capital improvement increases for build-  
9 ings with thirty-five per centum or fewer rent-regulated units;

10 7. establish that temporary major capital improvement increases shall  
11 be fixed to the unit and shall cease thirty years from the date the  
12 increase became effective. Temporary major capital improvement increases  
13 shall be added to the legal regulated rent as a temporary increase and  
14 shall be removed from the legal regulated rent thirty years from the  
15 date the increase became effective inclusive of any increases granted by  
16 the local rent guidelines board;

17 8. establish that temporary major capital improvement increases shall  
18 be collectible prospectively sixty days from the date of mailing notice  
19 of approval to the tenant. Such notice shall disclose the total monthly  
20 increase in rent and the first month in which the tenant would be  
21 required to pay the temporary increase. An approval for a temporary  
22 major capital improvement increase shall not include retroactive  
23 payments. The collection of any increase shall not exceed two percent in  
24 any year from the effective date of the order granting the increase over  
25 the rent set forth in the schedule of gross rents, with collectability  
26 of any dollar excess above said sum to be spread forward in similar  
27 increments and added to the rent as established or set in future years.  
28 Upon vacancy, the landlord may add any remaining balance of the tempo-  
29 rary major capital improvement increase to the legal regulated rent.  
30 Notwithstanding any other provision of the law, the collection of any  
31 rent increases due to any major capital improvements approved on or  
32 after June 16, 2012 and before June 16, 2019 shall not exceed two  
33 percent in any year beginning on or after September 1, 2019 for any  
34 tenant in occupancy on the date the major capital improvement was  
35 approved;

36 9. ensure that the application procedure for temporary major capital  
37 improvement increases shall include an itemized list of work performed  
38 and a description or explanation of the reason or purpose of such work;

39 10. provide, that where an application for a major capital improve-  
40 ment rent increase has been filed, a tenant shall have sixty days from  
41 the date of mailing of a notice of a proceeding in which to answer or  
42 reply;

43 11. establish a notification and documentation procedure for individ-  
44 ual apartment improvements that requires an itemized list of work  
45 performed and a description or explanation of the reason or purpose of  
46 such work, inclusive of photographic evidence documenting the condition  
47 prior to and after the completion of the performed work. Provide for the  
48 centralized electronic retention of such documentation and any other  
49 supporting documentation to be made available in cases pertaining to the  
50 adjustment of legal regulated rents; and

51 12. establish a form for a temporary individual apartment improvement  
52 rent increase for a tenant in occupancy which shall be used by landlords  
53 to obtain written informed consent that shall include the estimated  
54 total cost of the improvement and the estimated monthly rent increase.  
55 Such consent shall be executed in the tenant's primary language. Such  
56 form shall be completed and preserved in the centralized electronic

1 retention system. Nothing herein shall relieve a landlord, lessor, or  
2 agent thereof of his or her duty to retain proper documentation of all  
3 improvements performed or any rent increases resulting from said  
4 improvements.

5 (b) The division shall establish an annual inspection and audit proc-  
6 ess which shall review twenty-five percent of applications for a tempo-  
7 rary major capital improvement increase that have been submitted and  
8 approved. Such process shall include individual inspections and document  
9 review to ensure that owners complied with all obligations and responsi-  
10 bilities under the law for temporary major capital improvement  
11 increases. Inspections shall include in-person confirmation that such  
12 improvements have been completed in such way as described in the appli-  
13 cation.

14 (c) The division shall issue a notice to the landlord and all the  
15 tenants sixty days prior to the end of the temporary major capital  
16 improvement increase and shall include the initial approved increase and  
17 the total amount to be removed from the legal regulated rent inclusive  
18 of any increases granted by the applicable rent guidelines board.

19 § 7. Chapter 274 of the laws of 1946, constituting the emergency hous-  
20 ing rent control law, is amended by adding a new section 8-a to read as  
21 follows:

22 § 8-a. Major capital improvements and individual apartment improve-  
23 ments in rent regulated units. 1. Notwithstanding any other provision  
24 of law to the contrary, the division of housing and community renewal,  
25 the "division", shall promulgate rules and regulations applicable to all  
26 rent regulated units that shall:

27 (a) establish a schedule of reasonable costs for major capital  
28 improvements, which shall set a ceiling for what can be recovered  
29 through a temporary major capital improvement increase, based on the  
30 type of improvement and its rate of depreciation;

31 (b) establish the criteria for eligibility of a temporary major capi-  
32 tal improvement increase including the type of improvement, which shall  
33 be essential for the preservation, energy efficiency, functionality or  
34 infrastructure of the entire building, including heating, windows,  
35 plumbing and roofing, but shall not be for operational costs or unneces-  
36 sary cosmetic improvements. Allowable improvements must additionally be  
37 depreciable pursuant to the Internal Revenue Service, other than for  
38 ordinary repairs, that directly or indirectly benefit all tenants; and  
39 no increase shall be approved for group work done in individual apart-  
40 ments that is otherwise not an improvement to an entire building. Only  
41 such costs that are actual, reasonable, and verifiable may be approved  
42 as a temporary major capital improvement increase;

43 (c) require that any temporary major capital improvement increase  
44 granted pursuant to these provisions be reduced by an amount equal to  
45 (i) any governmental grant received by the landlord, where such grant  
46 compensates the landlord for any improvements required by a city, state  
47 or federal government, an agency or any granting governmental entity to  
48 be expended for improvements and (ii) any insurance payment received by  
49 the landlord where such insurance payment compensates the landlord for  
50 any part of the costs of the improvements;

51 (d) prohibit temporary major capital improvement increases for build-  
52 ings with outstanding hazardous or immediately hazardous violations of  
53 the Uniform Fire Prevention and Building Code (Uniform Code), New York  
54 City Fire Code, or New York City Building and Housing Maintenance Codes,  
55 if applicable;

1 (e) prohibit individual apartment improvement increases for housing  
2 accommodations with outstanding hazardous or immediately hazardous  
3 violations of the Uniform Fire Prevention and Building Code (Uniform  
4 Code), New York City Fire Code, or New York City Building and Housing  
5 Maintenance Codes, if applicable;

6 (f) prohibit temporary major capital improvement increases for build-  
7 ings with thirty-five per centum or fewer rent-regulated units;

8 (g) establish that temporary major capital improvement increases shall  
9 be fixed to the unit and shall cease thirty years from the date the  
10 increase became effective. Temporary major capital improvement increases  
11 shall be added to the legal regulated rent as a temporary increase and  
12 shall be removed from the legal regulated rent thirty years from the  
13 date the increase became effective inclusive of any increases granted by  
14 the local rent guidelines board;

15 (h) establish that temporary major capital improvement increases shall  
16 be collectible prospectively sixty days from the date of mailing notice  
17 of approval to the tenant. Such notice shall disclose the total monthly  
18 increase in rent and the first month in which the tenant would be  
19 required to pay the temporary increase. An approval for a temporary  
20 major capital improvement increase shall not include retroactive  
21 payments. The collection of any increase shall not exceed two percent in  
22 any year from the effective date of the order granting the increase over  
23 the rent set forth in the schedule of gross rents, with collectability  
24 of any dollar excess above said sum to be spread forward in similar  
25 increments and added to the rent as established or set in future years.  
26 Upon vacancy, the landlord may add any remaining balance of the tempo-  
27 rary major capital improvement increases to the legal regulated rent.  
28 Notwithstanding any other provision of the law, the collection of any  
29 rent increases due to any major capital improvements approved on or  
30 after June 16, 2012 and before June 16, 2019 shall not exceed two  
31 percent in any year beginning on or after September 1, 2019 for any  
32 tenant in occupancy on the date the major capital improvement was  
33 approved;

34 (i) ensure that the application procedure for temporary major capital  
35 improvement increases shall include an itemized list of work performed  
36 and a description or explanation of the reason or purpose of such work;

37 (j) provide, that where an application for a major capital improvement  
38 rent increase has been filed, a tenant shall have sixty days from the  
39 date of mailing of a notice of a proceeding in which to answer or reply;

40 (k) establish a notification and documentation procedure for individ-  
41 ual apartment improvements that requires an itemized list of work  
42 performed and a description or explanation of the reason or purpose of  
43 such work, inclusive of photographic evidence documenting the condition  
44 prior to and after the completion of the performed work. Provide for the  
45 centralized electronic retention of such documentation and any other  
46 supporting documentation to be made available in cases pertaining to the  
47 adjustment of legal regulated rents; and

48 (l) establish a form for a temporary individual apartment improvement  
49 rent increase for a tenant in occupancy which shall be used by landlords  
50 to obtain written informed consent that shall include the estimated  
51 total cost of the improvement and the estimated monthly rent increase.  
52 Such consent shall be executed in the tenant's primary language. Such  
53 form shall be completed and preserved in the centralized electronic  
54 retention system. Nothing herein shall relieve a landlord, lessor, or  
55 agent thereof of his or her duty to retain proper documentation of all



1 improvements performed or any rent increases resulting from said  
2 improvements.

3 2. The division shall establish an annual inspection and audit process  
4 which shall review twenty-five percent of applications for a temporary  
5 major capital improvement increase that have been submitted and  
6 approved. Such process shall include individual inspections and document  
7 review to ensure that owners complied with all obligations and responsi-  
8 bilities under the law for temporary major capital improvement  
9 increases. Inspections shall include in-person confirmation that such  
10 improvements have been completed in such way as described in the appli-  
11 cation.

12 3. The division shall issue a notice to the landlord and all the  
13 tenants sixty days prior to the end of the temporary major capital  
14 improvement increase and shall include the initial approved increase and  
15 the total amount to be removed from the legal regulated rent inclusive  
16 of any increases granted by the applicable rent guidelines board.

17 § 8. Paragraph 2 of subdivision 3-a and subparagraphs 7 and 8 of the  
18 second undesignated paragraph of paragraph (a) of subdivision 4 of  
19 section 4 of chapter 274 of the laws of 1946, constituting the emergency  
20 housing rent control law, paragraph 2 of subdivision 3-a as amended by  
21 chapter 337 of the laws of 1961, subparagraph 8 of the second undesignated  
22 paragraph of paragraph (a) of subdivision 4 as amended by section  
23 25 of part B of chapter 97 of the laws of 2011 and subparagraph 7 of the  
24 second undesignated paragraph of paragraph (a) of subdivision 4 as  
25 amended by section 32 of part A of chapter 20 of the laws of 2015, are  
26 amended to read as follows:

27 (2) the amount of increases in maximum rent authorized by order  
28 because of increases in dwelling space, services, furniture, furnishings  
29 or equipment [~~, or major capital improvements~~] and the amount of the  
30 temporary increase authorized by order because of a major capital  
31 improvement.

32 (7) there has been since March first, nineteen hundred fifty, a major  
33 capital improvement [~~required~~] essential for the [~~operation,~~] preserva-  
34 tion [~~or maintenance of the structure~~], energy efficiency, functionali-  
35 ty, or infrastructure of the entire building, improvement of the struc-  
36 ture including heating, windows, plumbing and roofing, but shall not be  
37 for operational costs or unnecessary cosmetic improvements; which for  
38 any order of the commissioner issued after the effective date of the  
39 [~~rent act of 2015~~] chapter of the laws of two thousand nineteen that  
40 amended this paragraph the cost of such improvement shall be amortized  
41 over [~~an eight-year~~] a twelve-year period for buildings with thirty-five  
42 or fewer units or a [~~nine~~] twelve and one-half year period for buildings  
43 with more than thirty-five units, and shall be removed from the legal  
44 regulated rent thirty years from the date the increase became effective  
45 inclusive of any increases granted by the applicable rent guidelines  
46 board. Temporary major capital improvement increases shall be collect-  
47 ible prospectively sixty days from the date of mailing notice of  
48 approval to the tenant. Such notice shall disclose the total monthly  
49 increase in rent and the first month in which the tenant would be  
50 required to pay the temporary increase. An approval for a temporary  
51 major capital improvement increase shall not include retroactive  
52 payments. The collection of any increase shall not exceed two percent in  
53 any year from the effective date of the order granting the increase over  
54 the rent set forth in the schedule of gross rents, with collectability  
55 of any dollar excess above said sum to be spread forward in similar  
56 increments and added to the rent as established or set in future years.

1 Upon vacancy, the landlord may add any remaining balance of the tempo-  
2 rary major capital improvement increase to the legal regulated rent.  
3 Notwithstanding any other provision of the law, the collection of any  
4 rent increases due to any major capital improvements approved on or  
5 after June 16, 2012 and before June 16, 2019 shall not exceed two  
6 percent in any year beginning on or after September 1, 2019 for any  
7 tenant in occupancy on the date the major capital improvement was  
8 approved; or (8) there has been since March first, nineteen hundred  
9 fifty, in structures containing more than four housing accommodations,  
10 other improvements made with the express informed consent of the tenants  
11 in occupancy of at least seventy-five per centum of the housing accommo-  
12 dations, provided, however, that no adjustment granted hereunder shall  
13 exceed [~~fifteen~~] two per centum unless the tenants have agreed to a  
14 higher percentage of increase, as herein provided;

15 § 9. Paragraph 3 of subdivision d of section 6 of section 4 of chapter  
16 576 of the laws of 1974, constituting the emergency tenant protection  
17 act of nineteen seventy-four, as amended by section 30 of part A of  
18 chapter 20 of the laws of 2015, is amended to read as follows:

19 (3) there has been since January first, nineteen hundred seventy-four  
20 a major capital improvement [~~required for the operation, preservation or~~  
21 ~~maintenance of the structure~~] essential for the preservation, energy  
22 efficiency, functionality, or infrastructure of the entire building,  
23 improvement of the structure including heating, windows, plumbing and  
24 roofing, but shall not be for operation costs or unnecessary cosmetic  
25 improvements. An adjustment under this paragraph shall be in an amount  
26 sufficient to amortize the cost of the improvements pursuant to this  
27 paragraph over [~~an eight-year~~] a twelve-year period for a building with  
28 thirty-five or fewer housing accommodations, or a [~~nine-year~~] twelve and  
29 one-half period for a building with more than thirty-five housing accom-  
30 modations and shall be removed from the legal regulated rent thirty  
31 years from the date the increase became effective inclusive of any  
32 increases granted by the applicable rent guidelines board, for any  
33 determination issued by the division of housing and community renewal  
34 after the effective date of the [~~rent act of 2015~~] chapter of the laws  
35 of two thousand nineteen that amended this paragraph; the collection of  
36 any increase shall not exceed two percent in any year from the effective  
37 date of the order granting the increase over the rent set forth in the  
38 schedule of gross rents, with collectability of any dollar excess above  
39 said sum to be spread forward in similar increments and added to the  
40 rent as established or set in future years. Upon vacancy, the landlord  
41 may add any remaining balance of the temporary major capital improvement  
42 increase to the legal regulated rent. Notwithstanding any other  
43 provision of the law, the collection of any rent increases due to any  
44 major capital improvements approved on or after June 16, 2012 and before  
45 June 16, 2019 shall not exceed two percent in any year beginning on or  
46 after September 1, 2019 for any tenant in occupancy on the date the  
47 major capital improvement was approved, or

48 § 10. Subparagraph (g) of paragraph 1 of subdivision g of section  
49 26-405 of the administrative code of the city of New York, as amended by  
50 section 31 of part A of chapter 20 of the laws of 2015, is amended to  
51 read as follows:

52 (g) There has been since July first, nineteen hundred seventy, a major  
53 capital improvement [~~required~~] essential for the [~~operation,~~] preserva-  
54 tion [~~or maintenance of the structure~~] energy efficiency, functionality,  
55 or infrastructure of the entire building, improvement of the structure  
56 including heating, windows, plumbing and roofing but shall not be for

1 operational costs or unnecessary cosmetic improvements. [~~An adjustment~~]  
2 The temporary increase based upon a major capital improvement under this  
3 subparagraph [~~(g)~~] for any order of the commissioner issued after the  
4 effective date of the [~~rent act of 2015~~] chapter of the laws of two  
5 thousand nineteen that amended this subparagraph shall be in an amount  
6 sufficient to amortize the cost of the improvements pursuant to this  
7 subparagraph (g) over [~~an eight-year~~] a twelve-year period for buildings  
8 with thirty-five or fewer units or a [~~nine~~] twelve and one-half year  
9 period for buildings with more than thirty-five units, and shall be  
10 removed from the legal regulated rent thirty years from the date the  
11 increase became effective inclusive of any increases granted by the  
12 applicable rent guidelines board. Temporary major capital improvement  
13 increases shall be collectible prospectively sixty days from the date of  
14 mailing notice of approval to the tenant. Such notice shall disclose the  
15 total monthly increase in rent and the first month in which the tenant  
16 would be required to pay the temporary increase. An approval for a  
17 temporary major capital improvement increase shall not include retroac-  
18 tive payments. The collection of any increase shall not exceed two  
19 percent in any year from the effective date of the order granting the  
20 increase over the rent set forth in the schedule of gross rents, with  
21 collectability of any dollar excess above said sum to be spread forward  
22 in similar increments and added to the rent as established or set in  
23 future years. Upon vacancy, the landlord may add any remaining balance  
24 of the temporary major capital improvement increase to the legal regu-  
25 lated rent. Notwithstanding any other provision of the law, the  
26 collection of any rent increases due to any major capital improvements  
27 approved on or after June 16, 2012 and before June 16, 2019 shall not  
28 exceed two percent in any year beginning on or after September 1, 2019  
29 for any tenant in occupancy on the date the major capital improvement  
30 was approved, or

31 § 11. Paragraph 6 of subdivision c of section 26-511 of the adminis-  
32 trative code of the city of New York, as amended by section 29 of part A  
33 of chapter 20 of the laws of 2015, is amended to read as follows:

34 (6) provides criteria whereby the commissioner may act upon applica-  
35 tions by owners for increases in excess of the level of fair rent  
36 increase established under this law provided, however, that such crite-  
37 ria shall provide (a) as to hardship applications, for a finding that  
38 the level of fair rent increase is not sufficient to enable the owner to  
39 maintain approximately the same average annual net income (which shall  
40 be computed without regard to debt service, financing costs or manage-  
41 ment fees) for the three year period ending on or within six months of  
42 the date of an application pursuant to such criteria as compared with  
43 annual net income, which prevailed on the average over the period nine-  
44 teen hundred sixty-eight through nineteen hundred seventy, or for the  
45 first three years of operation if the building was completed since nine-  
46 teen hundred sixty-eight or for the first three fiscal years after a  
47 transfer of title to a new owner provided the new owner can establish to  
48 the satisfaction of the commissioner that he or she acquired title to  
49 the building as a result of a bona fide sale of the entire building and  
50 that the new owner is unable to obtain requisite records for the fiscal  
51 years nineteen hundred sixty-eight through nineteen hundred seventy  
52 despite diligent efforts to obtain same from predecessors in title and  
53 further provided that the new owner can provide financial data covering  
54 a minimum of six years under his or her continuous and uninterrupted  
55 operation of the building to meet the three year to three year compar-  
56 ative test periods herein provided; and (b) as to completed building-

1 wide major capital improvements, for a finding that such improvements  
2 are deemed depreciable under the Internal Revenue Code and that the cost  
3 is to be amortized over [~~an eight-year~~] a twelve-year period for a  
4 building with thirty-five or fewer housing accommodations, or a [~~nine-~~  
5 ~~year~~] twelve and one-half-year period for a building with more than  
6 thirty-five housing accommodations, for any determination issued by the  
7 division of housing and community renewal after the effective date of  
8 the [~~rent act of 2015,~~] the chapter of the laws of two thousand nineteen  
9 that amended this paragraph and shall be removed from the legal regu-  
10 lated rent thirty years from the date the increase became effective  
11 inclusive of any increases granted by the applicable rent guidelines  
12 board. Temporary major capital improvement increases shall be collect-  
13 ible prospectively sixty days from the date of mailing notice of  
14 approval to the tenant. Such notice shall disclose the total monthly  
15 increase in rent and the first month in which the tenant would be  
16 required to pay the temporary increase. An approval for a temporary  
17 major capital improvement increase shall not include retroactive  
18 payments. The collection of any increase shall not exceed two percent in  
19 any year from the effective date of the order granting the increase over  
20 the rent set forth in the schedule of gross rents, with collectability  
21 of any dollar excess above said sum to be spread forward in similar  
22 increments and added to the rent as established or set in future years.  
23 Upon vacancy, the landlord may add any remaining balance of the tempo-  
24 rary major capital improvement increase to the legal regulated rent.  
25 Notwithstanding any other provision of the law, the collection of any  
26 rent increases due to any major capital improvements approved on or  
27 after June 16, 2012 and before June 16, 2019 shall not exceed two  
28 percent in any year beginning on or after September 1, 2019 for any  
29 tenant in occupancy on the date the major capital improvement was  
30 approved or based upon cash purchase price exclusive of interest or  
31 service charges. Notwithstanding anything to the contrary contained  
32 herein, no hardship increase granted pursuant to this paragraph shall,  
33 when added to the annual gross rents, as determined by the commissioner,  
34 exceed the sum of, (i) the annual operating expenses, (ii) an allowance  
35 for management services as determined by the commissioner, (iii) actual  
36 annual mortgage debt service (interest and amortization) on its indebt-  
37 edness to a lending institution, an insurance company, a retirement fund  
38 or welfare fund which is operated under the supervision of the banking  
39 or insurance laws of the state of New York or the United States, and  
40 (iv) eight and one-half percent of that portion of the fair market value  
41 of the property which exceeds the unpaid principal amount of the mort-  
42 gage indebtedness referred to in subparagraph (iii) of this paragraph.  
43 Fair market value for the purposes of this paragraph shall be six times  
44 the annual gross rent. The collection of any increase in the stabilized  
45 rent for any apartment pursuant to this paragraph shall not exceed six  
46 percent in any year from the effective date of the order granting the  
47 increase over the rent set forth in the schedule of gross rents, with  
48 collectability of any dollar excess above said sum to be spread forward  
49 in similar increments and added to the stabilized rent as established or  
50 set in future years;

51 § 12. Paragraph 6 of subdivision c of section 26-511 of the adminis-  
52 trative code of the city of New York, as amended by section 29 of part A  
53 of chapter 20 of the laws of 2015, is amended to read as follows:

54 (6) provides criteria whereby the commissioner may act upon applica-  
55 tions by owners for increases in excess of the level of fair rent  
56 increase established under this law provided, however, that such crite-

1 ria shall provide (a) as to hardship applications, for a finding that  
2 the level of fair rent increase is not sufficient to enable the owner to  
3 maintain approximately the same average annual net income (which shall  
4 be computed without regard to debt service, financing costs or manage-  
5 ment fees) for the three year period ending on or within six months of  
6 the date of an application pursuant to such criteria as compared with  
7 annual net income, which prevailed on the average over the period nine-  
8 teen hundred sixty-eight through nineteen hundred seventy, or for the  
9 first three years of operation if the building was completed since nine-  
10 teen hundred sixty-eight or for the first three fiscal years after a  
11 transfer of title to a new owner provided the new owner can establish to  
12 the satisfaction of the commissioner that he or she acquired title to  
13 the building as a result of a bona fide sale of the entire building and  
14 that the new owner is unable to obtain requisite records for the fiscal  
15 years nineteen hundred sixty-eight through nineteen hundred seventy  
16 despite diligent efforts to obtain same from predecessors in title and  
17 further provided that the new owner can provide financial data covering  
18 a minimum of six years under his or her continuous and uninterrupted  
19 operation of the building to meet the three year to three year compar-  
20 ative test periods herein provided; and (b) as to completed building-  
21 wide major capital improvements, for a finding that such improvements  
22 are deemed depreciable under the Internal Revenue Code and that the cost  
23 is to be amortized over an eight-year period for a building with thir-  
24 ty-five or fewer housing accommodations, or a nine-year period for a  
25 building with more than thirty-five housing accommodations, for any  
26 determination issued by the division of housing and community renewal  
27 after the effective date of the rent act of 2015, based upon cash  
28 purchase price exclusive of interest or service charges. Where an  
29 application for a temporary major capital improvement increase has been  
30 filed, a tenant shall have sixty days from the date of mailing of a  
31 notice of a proceeding in which to answer or reply. The state division  
32 of housing and community renewal shall provide any responding tenant  
33 with the reasons for the division's approval or denial of such applica-  
34 tion. Notwithstanding anything to the contrary contained herein, no  
35 hardship increase granted pursuant to this paragraph shall, when added  
36 to the annual gross rents, as determined by the commissioner, exceed the  
37 sum of, (i) the annual operating expenses, (ii) an allowance for manage-  
38 ment services as determined by the commissioner, (iii) actual annual  
39 mortgage debt service (interest and amortization) on its indebtedness to  
40 a lending institution, an insurance company, a retirement fund or  
41 welfare fund which is operated under the supervision of the banking or  
42 insurance laws of the state of New York or the United States, and (iv)  
43 eight and one-half percent of that portion of the fair market value of  
44 the property which exceeds the unpaid principal amount of the mortgage  
45 indebtedness referred to in subparagraph (iii) of this paragraph. Fair  
46 market value for the purposes of this paragraph shall be six times the  
47 annual gross rent. The collection of any increase in the stabilized rent  
48 for any apartment pursuant to this paragraph shall not exceed six  
49 percent in any year from the effective date of the order granting the  
50 increase over the rent set forth in the schedule of gross rents, with  
51 collectability of any dollar excess above said sum to be spread forward  
52 in similar increments and added to the stabilized rent as established or  
53 set in future years;

54 § 13. Subdivision d of section 6 of section 4 of chapter 576 of the  
55 laws of 1974, constituting the emergency tenant protection act of nine-

1 teen seventy-four, is amended by adding a new paragraph 3-a to read as  
2 follows:

3 (3-a) an application for a temporary major capital improvement  
4 increase has been filed, a tenant shall have sixty days from the date of  
5 mailing of a notice of a proceeding in which to answer or reply. The  
6 state division of housing and community renewal shall provide any  
7 responding tenant with the reasons for the division's approval or denial  
8 of such application; or

9 § 14. Subparagraph 7 of the second undesignated paragraph of paragraph  
10 (a) of subdivision 4 of section 4 of chapter 274 of the laws of 1946,  
11 constituting the emergency housing rent control law, as amended by  
12 section 32 of part A of chapter 20 of the laws of 2015, is amended to  
13 read as follows:

14 (7) there has been since March first, nineteen hundred fifty, a major  
15 capital improvement required for the operation, preservation or mainte-  
16 nance of the structure; which for any order of the commissioner issued  
17 after the effective date of the rent act of 2015 the cost of such  
18 improvement shall be amortized over an eight-year period for buildings  
19 with thirty-five or fewer units or a nine year period for buildings with  
20 more than thirty-five units, provided, however, where an application for  
21 a temporary major capital improvement increase has been filed, a tenant  
22 shall have sixty days from the date of mailing of a proceed-  
23 ing in which to answer or reply. The state division of housing and  
24 community renewal shall provide any responding tenant with the reasons  
25 for the division's approval or denial of such application; or

26 § 15. Subdivision a of section 26-517.1 of the administrative code of  
27 the city of New York, as added by local law number 95 of the city of New  
28 York for the year 1985, is amended to read as follows:

29 a. The [~~Department~~] department of [~~Finance~~] finance shall collect from  
30 the owner of each housing accommodation registered pursuant to [~~Section~~]  
31 section 26-517 of this [~~law~~] chapter an annual fee in the amount of  
32 [~~ten~~] twenty dollars per year for each unit subject to this law, in  
33 order to defray costs incurred by the city pursuant to subdivision c of  
34 section eight of the emergency tenant protection act of nineteen hundred  
35 seventy-four.

36 § 16. Subdivisions c and d of section 8 of section 4 of chapter 576 of  
37 the laws of 1974 constituting the emergency tenant protection act of  
38 nineteen seventy-four, subdivision c as amended by section 5 of part Z  
39 of chapter 56 of the laws of 2010 and subdivision d as amended by chap-  
40 ter 116 of the laws of 1997, are amended to read as follows:

41 c. Whenever a city having a population of one million or more has  
42 determined the existence of an emergency pursuant to section three of  
43 this act, the provisions of this act and the New York city rent stabili-  
44 zation law of nineteen hundred sixty-nine shall be administered by the  
45 state division of housing and community renewal as provided in the New  
46 York city rent stabilization law of nineteen hundred sixty-nine, as  
47 amended, or as otherwise provided by law. The costs incurred by the  
48 state division of housing and community renewal in administering such  
49 regulation shall be paid by such city. All payments for such adminis-  
50 tration shall be transmitted to the state division of housing and commu-  
51 nity renewal as follows: on or after April first of each year commencing  
52 with April, nineteen hundred eighty-four, the commissioner of housing  
53 and community renewal shall determine an amount necessary to defray the  
54 division's anticipated annual cost, and one-quarter of such amount shall  
55 be paid by such city on or before July first of such year, one-quarter  
56 of such amount on or before October first of such year, one-quarter of

1 such amount on or before January first of the following year and one-  
2 quarter of such amount on or before March thirty-first of the following  
3 year. After the close of the fiscal year of the state, the commissioner  
4 shall determine the amount of all actual costs incurred in such fiscal  
5 year and shall certify such amount to such city. If such certified  
6 amount shall differ from the amount paid by the city for such fiscal  
7 year, appropriate adjustments shall be made in the next quarterly  
8 payment to be made by such city. In the event that the amount thereof is  
9 not paid to the commissioner as herein prescribed, the commissioner  
10 shall certify the unpaid amount to the comptroller, and the comptroller  
11 shall, to the extent not otherwise prohibited by law, withhold such  
12 amount from any state aid payable to such city. In no event shall the  
13 amount imposed on the owners exceed [~~ten~~] twenty dollars per unit per  
14 year.

15 d. The failure to pay the prescribed assessment not to exceed [~~ten~~]  
16 twenty dollars per unit for any housing accommodation subject to this  
17 act or the New York city rent stabilization law of nineteen hundred  
18 sixty-nine shall constitute a charge due and owing such city, town or  
19 village which has imposed an annual charge for each such housing accom-  
20 modation pursuant to subdivision b of this section. Any such city, town  
21 or village shall be authorized to provide for the enforcement of the  
22 collection of such charges by commencing an action or proceeding for the  
23 recovery of such fees or by the filing of a lien upon the building and  
24 lot. Such methods for the enforcement of the collection of such charges  
25 shall be the sole remedy for the enforcement of this section.

26 § 17. Notwithstanding any other provision of law to the contrary, the  
27 increased revenues of ten dollars per unit per year to the commissioner  
28 of the state division of housing and community renewal pursuant to this  
29 act, for the purpose of enforcement of rent regulations, shall be  
30 divided equally by the commissioner between the office of rent adminis-  
31 tration and the office of the tenant protection unit within the division  
32 of housing and community renewal and shall be utilized by the commis-  
33 sioner in addition to and not in substitution for the levels of funding  
34 from all sources provided to the office of rent administration and the  
35 office of the tenant protection unit on the effective date of this act.

36 § 18. This act shall take effect immediately; provided, however, that:

37 (a) the amendments to chapter 4 of title 26 of the administrative code  
38 of the city of New York made by sections two, four, eleven, twelve and  
39 fifteen of this act shall expire on the same date as such chapter  
40 expires and shall not affect the expiration of such chapter as provided  
41 under section 26-520 of such law;

42 (b) provided that the amendments to sections 26-405 and 26-405.1 of  
43 the city rent and rehabilitation law made by sections three, five and  
44 ten of this act shall remain in full force and effect only as long as  
45 the public emergency requiring the regulation and control of residential  
46 rents and evictions continues, as provided in subdivision 3 of section 1  
47 of the local emergency housing rent control act;

48 (c) effective immediately, the addition, amendment and/or repeal of  
49 any rule or regulation necessary for the implementation of this act on  
50 its effective date are authorized and directed to be made and completed  
51 on or before such effective date.

52

## PART L

53 Section 1. Short title. This act shall be known and may be cited as  
54 the "rent regulation reporting act of 2019".

1 § 2. Section 20 of the public housing law, as added by chapter 576 of  
2 the laws of 1989, is amended to read as follows:

3 § 20. Annual reports. 1. The commissioner shall, on or before October  
4 first in each year, beginning in nineteen hundred ninety, submit one or  
5 more reports to the governor, the temporary president of the senate, the  
6 speaker of the assembly, the minority leader of the senate and minority  
7 leader of the assembly on the activity and implementation of the state  
8 housing assistance programs for the previous fiscal year. In addition,  
9 the commissioner shall, on or before February first in each year, begin-  
10 ning in nineteen hundred ninety-one, submit an interim report which  
11 contains, in tabular format only, the non-narrative data compiled  
12 through November thirtieth of each year. The commissioner shall submit  
13 on or before February first, nineteen hundred ninety a report for the  
14 fiscal year commencing April first, nineteen hundred eighty-eight and  
15 the most up to date non-narrative data, in tabular format only, but in  
16 no event less than the data compiled through September thirtieth, nine-  
17 teen hundred eighty-nine. All such reports shall include, but not be  
18 limited to the low income housing trust fund program, the affordable  
19 home ownership development program, the urban initiatives program, the  
20 rural area revitalization program, the rural rental assistance program,  
21 the homeless housing and assistance program, the housing opportunities  
22 program for the elderly, the state of New York mortgage agency forward  
23 commitment and mortgage insurance programs, the housing finance agency  
24 secured loan rental program, the turnkey/enhanced housing trust fund  
25 program, the special needs housing program, the permanent housing for  
26 the homeless program, the infrastructure development demonstration  
27 program and the mobile home cooperative fund program. For the purpose  
28 of producing such report or reports, the commissioner shall be author-  
29 ized to rely on information provided by each administering agency or  
30 authority. Such report or reports shall, to the extent applicable to a  
31 specific program, include but not be limited to: (i) a narrative for  
32 each program reported describing the program purpose, eligible appli-  
33 cants, eligible areas, income population to be served, and limitations  
34 on funding; (ii) for each eligible applicant receiving funding under the  
35 Housing Trust Fund or the Affordable Home Ownership Development programs  
36 during the year specified herein, such applicant's name and address, a  
37 description of the applicant's contract amount, a narrative description  
38 of the specific activities performed by such applicant, and the income  
39 levels of the occupants to be served by the units all as proposed by the  
40 applicant at the time the contract is awarded; (iii) a description of  
41 the distribution of funds for each category of project funded under each  
42 program; (iv) the number of units or beds under award, under contract,  
43 under construction and completed based on a change in project status  
44 during the year for each program; (v) the number of units or beds  
45 assisted during the year under each program; (vi) the amount and type of  
46 assistance provided for such units or beds placed under contract; (vii)  
47 based on total project costs, the number of units or beds under contract  
48 and assisted through new construction, substantial rehabilitation,  
49 moderate rehabilitation, improvements to existing units or beds, and  
50 through acquisition only for each program; (viii) for the number of  
51 units or beds under contract assisted through new construction, substan-  
52 tial rehabilitation, moderate rehabilitation, improvements to existing  
53 units or beds, and through acquisition only, the level of state assist-  
54 ance expressed as a percentage of total project cost; (ix) for those  
55 units and beds under contract a calculation of the amount of non-state  
56 funds provided expressed as a percentage of total project cost; (x) the



1 number of units or beds completed and under award, under contract and  
 2 under construction for each program based on the current program pipe-  
 3 line; (xi) for units or beds for which mortgage assistance was provided  
 4 by the state of New York mortgage agency, the number of existing and  
 5 newly constructed units; and (xii) a list, by program, of units or beds  
 6 assisted within each county. To the extent that any law establishing or  
 7 appropriating funds for any of the aforementioned programs requires the  
 8 commissioner to produce a report containing data substantially similar  
 9 to that required herein, this report shall be deemed to satisfy such  
 10 other requirements.

11 2. The commissioner shall, on or before December thirty-first, two  
 12 thousand nineteen, and on or before December thirty-first in each subse-  
 13 quent year, submit and make publicly available a report to the governor,  
 14 the temporary president of the senate, the speaker of the assembly, and  
 15 on its website, on the implementation of the system of rent regulation  
 16 pursuant to chapter five hundred seventy-six of the laws of nineteen  
 17 hundred seventy-four, chapter two hundred seventy four of the laws of  
 18 nineteen hundred forty-six, chapter three hundred twenty-nine of the  
 19 laws of nineteen hundred sixty-three, chapter five hundred fifty-five of  
 20 the laws of nineteen hundred eighty-two, chapter four hundred two of the  
 21 laws of nineteen hundred eighty-three, chapter one hundred sixteen of  
 22 the laws of nineteen hundred ninety-seven, sections 26-501, 26-502, and  
 23 26-520 of the administrative code of the city of New York and the hous-  
 24 ing stability and tenant protection act of 2019. Such report shall  
 25 include but not be limited to: a narrative describing the programs and  
 26 activities undertaken by the office of rent administration and the  
 27 tenant protection unit, and any other programs or activities undertaken  
 28 by the division to implement, administer, and enforce the system of rent  
 29 regulation; and in tabular format, for each of the three fiscal years  
 30 immediately preceding the date the report is due: (i) the number of rent  
 31 stabilized housing accommodations within each county; (ii) the number of  
 32 rent controlled housing accommodations within each county; (iii) the  
 33 number of applications for major capital improvements filed with the  
 34 division, the number of such applications approved as submitted, the  
 35 number of such applications approved with modifications, and the number  
 36 of such applications rejected; (iv) the median and mean value of appli-  
 37 cations for major capital improvements approved; (v) the number of units  
 38 which were registered with the division where the amount charged to and  
 39 paid by the tenant was less than the registered rent for the housing  
 40 accommodation; (vi) for housing accommodations that were registered with  
 41 the division where the amount charged to and paid by the tenant was less  
 42 than the registered rent for the housing accommodation, the median and  
 43 mean difference between the registered rent for a housing accommodation  
 44 and the amount charged to and paid by the tenant; (vii) the median and  
 45 mean registered rent for housing accommodations for which the lease was  
 46 renewed by an existing tenant; (viii) the median and mean registered  
 47 rent for housing accommodations for which a lease was signed by a new  
 48 tenant after a vacancy; (ix) the median and mean increase, in dollars  
 49 and as a percentage, in the registered rent for housing accommodations  
 50 where the lease was signed by a new tenant after a vacancy; (x) the  
 51 median and mean increase, in dollars and as a percentage, in the regis-  
 52 tered rent for housing accommodations where the lease was signed by a  
 53 new tenant after a vacancy, where the amount charged to and paid by the  
 54 prior tenant was the full registered rent; (xi) the median and mean  
 55 increase, in dollars and as a percentage, in the registered rent for  
 56 housing accommodations where the lease was signed by a new tenant after

1 a vacancy, where the amount changed to and paid by the prior tenant was  
 2 less than the registered rent; (xii) the number of rent overcharge  
 3 complaints processed by the division; (xiii) the number of final over-  
 4 charge orders granting an overcharge; (xiv) the number of investigations  
 5 commenced by the tenant protection unit, the aggregate number of rent  
 6 stabilized or rent controlled housing accommodations in each county that  
 7 were the subject of such investigations, and the dispositions of such  
 8 investigations. At the time the report is due, the commissioner shall  
 9 make available to the governor, the temporary president of the senate,  
 10 the speaker of the assembly, and shall make publicly available, and on  
 11 its website in machine readable format, the data used to tabulate the  
 12 figures required to be included in the report, taking any steps neces-  
 13 sary to protect confidential information regarding individual buildings,  
 14 housing accommodations, property owners, and tenants.

15 § 3. This act shall take effect immediately.

16 PART M

17 Section 1. Short title. This act shall be known and may be cited as  
 18 the "statewide housing security and tenant protection act of 2019".

19 § 2. Section 223-b of the real property law, as amended by chapter 584  
 20 of the laws of 1991, subdivision 5-a as added by chapter 466 of the laws  
 21 of 2005, is amended to read as follows:

22 § 223-b. Retaliation by landlord against tenant. 1. No landlord of  
 23 premises or units to which this section is applicable shall serve a  
 24 notice to quit upon any tenant or commence any action to recover real  
 25 property or summary proceeding to recover possession of real property in  
 26 retaliation for:

27 a. A good faith complaint, by or in behalf of the tenant, to the land-  
 28 lord, the landlord's agent or a governmental authority of the landlord's  
 29 alleged violation of any health or safety law, regulation, code, or  
 30 ordinance, the warranty of habitability under section two hundred thir-  
 31 ty-five-b of this article, the duty to repair under sections seventy-  
 32 eight, seventy-nine, and eighty of the multiple dwelling law or section  
 33 one hundred seventy-four of the multiple residence law, or any law or  
 34 regulation which has as its objective the regulation of premises used  
 35 for dwelling purposes or which pertains to the offense of rent gouging  
 36 in the third, second or first degree; or

37 b. Actions taken in good faith, by or in behalf of the tenant, to  
 38 secure or enforce any rights under the lease or rental agreement, the  
 39 warranty of habitability under section two hundred thirty-five-b of this  
 40 [~~chapter~~] article, the duty to repair under sections seventy-eight,  
 41 seventy-nine, and eighty of the multiple dwelling law or section one  
 42 hundred seventy-four of the multiple residence law, or under any other  
 43 law of the state of New York, or of its governmental subdivisions, or of  
 44 the United States which has as its objective the regulation of premises  
 45 used for dwelling purposes or which pertains to the offense of rent  
 46 gouging in the third, second or first degree; or

47 c. The tenant's participation in the activities of a tenant's organ-  
 48 ization.

49 2. No landlord [~~or~~] of premises or units to which this section is  
 50 applicable or such landlord's agent shall substantially alter the terms  
 51 of the tenancy in retaliation for any actions set forth in paragraphs a,  
 52 b, and c of subdivision one of this section. Substantial alteration  
 53 shall include, but is not limited to, the refusal to continue a tenancy  
 54 of the tenant [~~or~~], upon expiration of the tenant's lease, to renew the

1 lease or offer a new lease, or offering a new lease with an unreasonable  
2 rent increase; provided, however, that a landlord shall not be required  
3 under this section to offer a new lease or a lease renewal for a term  
4 greater than one year [~~and after such extension of a tenancy for one~~  
5 ~~year shall not be required to further extend or continue such tenancy~~].

6 3. A landlord shall be subject to a civil action for damages, attor-  
7 ney's fees and costs and other appropriate relief, including injunctive  
8 and other equitable remedies, as may be determined by a court of compe-  
9 tent jurisdiction in any case in which the landlord has violated the  
10 provisions of this section.

11 4. In any action to recover real property or summary proceeding to  
12 recover possession of real property, judgment shall be entered for the  
13 tenant if the court finds that the landlord is acting in retaliation for  
14 any action set forth in paragraphs a, b, and c of subdivision one of  
15 this section [~~and further finds that the landlord would not otherwise~~  
16 ~~have commenced such action or proceeding~~]. Retaliation shall be asserted  
17 as an affirmative defense in such action or proceeding. The tenant shall  
18 not be relieved of the obligation to pay any rent for which he is other-  
19 wise liable.

20 5. In an action or proceeding instituted against a tenant of premises  
21 or a unit to which this section is applicable, a rebuttable presumption  
22 that the landlord is acting in retaliation shall be created if the  
23 tenant establishes that the landlord served a notice to quit, or insti-  
24 tuted an action or proceeding to recover possession, or attempted to  
25 substantially alter the terms of the tenancy, within [~~six months~~] one  
26 year after:

27 a. A good faith complaint was made, by or in behalf of the tenant, to  
28 the landlord, the landlord's agent or a governmental authority of the  
29 landlord's violation of any health or safety law, regulation, code, or  
30 ordinance, the warranty of habitability under section two hundred thir-  
31 ty-five-b of this article, the duty to repair under sections seventy-  
32 eight, seventy-nine, and eighty of the multiple dwelling law or section  
33 one hundred seventy-four of the multiple residence law, or any law or  
34 regulation which has as its objective the regulation of premises used  
35 for dwelling purposes or which pertains to the offense of rent gouging  
36 in the third, second or first degree; or

37 b. The tenant in good faith [~~commenced an action or proceeding in a~~  
38 ~~court or administrative body of competent jurisdiction~~] took action to  
39 secure or enforce against the landlord or his agents any rights under  
40 the lease or rental agreement, the warranty of habitability under  
41 section two hundred thirty-five-b of this [~~chapter~~] article, the duty to  
42 repair under sections seventy-eight, seventy-nine, and eighty of the  
43 multiple dwelling law or section one hundred seventy-four of the multi-  
44 ple residence law, or under any other law of the state of New York, or  
45 of its governmental subdivisions, or of the United States which has as  
46 its objective the regulation of premises used for dwelling purposes or  
47 which pertains to the offense of rent gouging in the third, second or  
48 first degree.

49 c. Judgment under subdivision three or four of this section was  
50 entered for the tenant in a previous action between the parties; or an  
51 inspection was made, an order was entered, or other action was taken as  
52 a result of a complaint or act described in paragraph a or b of this  
53 subdivision.

54 [~~But the presumption shall not apply in an action or proceeding based~~  
55 ~~on the violation by the tenant of the terms and conditions of the lease~~  
56 ~~or rental agreement, including nonpayment of the agreed-upon rent.~~]

1 The effect of the presumption shall be to require the landlord to  
2 [~~provide a credible explanation of~~] establish a non-retaliatory motive  
3 for his acts[~~. Such an explanation shall overcome and remove the~~  
4 ~~presumption unless the tenant disproves it~~] by a preponderance of the  
5 evidence.

6 5-a. Any lease provision which seeks to assess a fee, penalty or  
7 dollar charge, in addition to the stated rent, against a tenant because  
8 such tenant files a bona fide complaint with the landlord, the land-  
9 lord's agent or a building code officer regarding the condition of such  
10 tenant's leased premises shall be null and void as being against public  
11 policy. A landlord or agent of the landlord who seeks to enforce such a  
12 fee, penalty or charge shall be liable to the tenant for triple the  
13 amount of such fee, penalty or charge.

14 6. This section shall apply to all rental residential premises except  
15 owner-occupied dwellings with less than four units. However, its  
16 provisions shall not be given effect in any case in which it is estab-  
17 lished that the condition from which the complaint or action arose was  
18 caused by the tenant, a member of the tenant's household, or a guest of  
19 the tenant. Nor shall it apply in a case where a tenancy was terminated  
20 pursuant to the terms of a lease as a result of a bona fide transfer of  
21 ownership.

22 § 3. The real property law is amended by adding a new section 226-c to  
23 read as follows:

24 § 226-c. Notice of rent increase or non-renewal of residential tenan-  
25 cy. 1. Whenever a landlord intends to offer to renew the tenancy of an  
26 occupant in a residential dwelling unit with a rent increase equal to or  
27 greater than five percent above the current rent, or the landlord does  
28 not intend to renew the tenancy, the landlord shall provide written  
29 notice as required in subdivision two of this section. If the landlord  
30 fails to provide timely notice, the occupant's lawful tenancy shall  
31 continue under the existing terms of the tenancy from the date on which  
32 the landlord gave actual written notice until the notice period has  
33 expired, notwithstanding any provision of a lease or other tenancy  
34 agreement to the contrary.

35 2. (a) If the tenant has occupied the unit for less than one year and  
36 does not have a lease term of at least one year, the landlord shall  
37 provide at least thirty days' notice.

38 (b) If the tenant has occupied the unit for more than one year but  
39 less than two years, or has a lease term of at least one year but less  
40 than two years, the landlord shall provide at least sixty days' notice.

41 (c) If the tenant has occupied the unit for more than two years or has  
42 a lease term of at least two years, the landlord shall provide at least  
43 ninety days' notice.

44 § 4. The real property law is amended by adding a new section 227-e to  
45 read as follows:

46 § 227-e. Landlord duty to mitigate damages. In any lease or rental  
47 agreement, excluding any real estate purchase contract defined in para-  
48 graphs (a), (c) and (d) of subdivision four of section four hundred  
49 sixty-one of this chapter, covering premises occupied for dwelling  
50 purposes, if a tenant vacates a premises in violation of the terms of  
51 the lease, the landlord shall, in good faith and according to the land-  
52 lord's resources and abilities, take reasonable and customary actions to  
53 rent the premises at fair market value or at the rate agreed to during  
54 the term of the tenancy, whichever is lower. If the landlord rents the  
55 premises at fair market value or at the rate agreed to during the term  
56 of the tenancy, the new tenant's lease shall, once in effect, terminate

1 the previous tenant's lease and mitigate damages otherwise recoverable  
 2 against the previous tenant because of such tenant's vacating the prem-  
 3 ises. The burden of proof shall be on the party seeking to recover  
 4 damages. Any provision in a lease that exempts a landlord's duty to  
 5 mitigate damages under this section shall be void as contrary to public  
 6 policy.

7 § 5. The real property law is amended by adding a new section 227-f to  
 8 read as follows:

9 § 227-f. Denial on the basis of involvement in prior disputes prohib-  
 10 ited. 1. No landlord of a residential premises shall refuse to rent or  
 11 offer a lease to a potential tenant on the basis that the potential  
 12 tenant was involved in a past or pending landlord-tenant action or  
 13 summary proceeding under article seven of the real property actions and  
 14 proceedings law. There shall be a rebuttable presumption that a person  
 15 is in violation of this section if it is established that the person  
 16 requested information from a tenant screening bureau relating to a  
 17 potential tenant or otherwise inspected court records relating to a  
 18 potential tenant and the person subsequently refuses to rent or offer a  
 19 lease to the potential tenant.

20 2. Whenever the attorney general shall believe from evidence satisfac-  
 21 tory to him or her that any person, firm, corporation or association or  
 22 agent or employee thereof has violated subdivision one of this section,  
 23 he or she may bring an action or special proceeding in the supreme court  
 24 for a judgment enjoining the continuance of such violation and for a  
 25 civil penalty of not less than five hundred dollars, but not more than  
 26 one thousand dollars for each violation.

27 § 6. Section 232-a of the real property law, as amended by chapter 312  
 28 of the laws of 1962, is amended to read as follows:

29 § 232-a. Notice to terminate monthly tenancy or tenancy from month to  
 30 month in the city of New York. No monthly tenant, or tenant from month  
 31 to month, shall hereafter be removed from any lands or buildings in the  
 32 city of New York on the grounds of holding over [~~his~~] the tenant's term  
 33 unless [~~at least thirty days before the expiration of the term~~] pursuant  
 34 to the notice period required by subdivision two of section two hundred  
 35 twenty-six-c of this article, the landlord or [~~his~~] the landlord's agent  
 36 serve upon the tenant, in the same manner in which a notice of petition  
 37 in summary proceedings is now allowed to be served by law, a notice in  
 38 writing to the effect that the landlord elects to terminate the tenancy  
 39 and that unless the tenant removes from such premises on the day [~~on~~  
 40 ~~which his term expires~~] designated in the notice, the landlord will  
 41 commence summary proceedings under the statute to remove such tenant  
 42 therefrom.

43 § 7. Section 232-b of the real property law, as added by chapter 813  
 44 of the laws of 1942, is amended to read as follows:

45 § 232-b. Notification to terminate monthly tenancy or tenancy from  
 46 month to month outside the city of New York. A monthly tenancy or tenan-  
 47 cy from month to month of any lands or buildings located outside of the  
 48 city of New York may be terminated by the [~~landlord or the~~] tenant upon  
 49 [~~his~~] the tenant's notifying the [~~other~~] landlord at least one month  
 50 before the expiration of the term of [~~his~~] the tenant's election to  
 51 terminate; provided, however, that no notification shall be necessary to  
 52 terminate a tenancy for a definite term.

53 § 8. Section 234 of the real property law, as amended by chapter 297  
 54 of the laws of 1969, is amended to read as follows:

55 § 234. [~~Tenants' right~~] Right to recover attorneys' fees in actions or  
 56 summary proceedings arising out of leases of residential property.

1 Whenever a lease of residential property shall provide that in any  
2 action or summary proceeding the landlord may recover attorneys' fees  
3 and/or expenses incurred as the result of the failure of the tenant to  
4 perform any covenant or agreement contained in such lease, or that  
5 amounts paid by the landlord therefor shall be paid by the tenant as  
6 additional rent, there shall be implied in such lease a covenant by the  
7 landlord to pay to the tenant the reasonable attorneys' fees and/or  
8 expenses incurred by the tenant as the result of the failure of the  
9 landlord to perform any covenant or agreement on its part to be  
10 performed under the lease or in the successful defense of any action or  
11 summary proceeding commenced by the landlord against the tenant arising  
12 out of the lease, and an agreement that such fees and expenses may be  
13 recovered as provided by law in an action commenced against the landlord  
14 or by way of counterclaim in any action or summary proceeding commenced  
15 by the landlord against the tenant. A landlord may not recover attor-  
16 neys' fees upon a default judgment. Any waiver of this section shall be  
17 void as against public policy.

18 § 9. Section 235-e of the real property law, as amended by chapter  
19 848 of the laws of 1986, is amended to read as follows:

20 § 235-e. Duty [~~of landlord~~] to provide a written receipt. (a) Upon the  
21 receipt of the payment of rent for residential premises in the form of  
22 cash, or any instrument other than the personal check of the [~~tenant~~]  
23 lessee, it shall be the duty of the [~~landlord~~] lessor, or any agent of  
24 the lessor authorized to receive rent, to provide the [~~payor~~] lessee  
25 with a written receipt containing the following:

- 26 1. The date;
- 27 2. The amount;
- 28 3. The identity of the premises and period for which paid; and
- 29 4. The signature and title of the person receiving the rent.

30 (b) [~~Where a tenant~~] A lessee may request, in writing, [~~requests~~] that  
31 a [~~landlord~~] lessor provide a receipt for rent paid by personal check[~~,~~  
32 ~~it shall be the duty of~~]. If such request is made, the [~~landlord to~~]  
33 lessor, or any agent of the lessor authorized to receive rent, shall  
34 provide the [~~payor~~] lessee with the receipt described in subdivision (a)  
35 of this section [~~for each such request made in writing~~]. Such request  
36 shall, unless otherwise specified by the lessee, remain in effect for  
37 the duration of such lessee's tenancy. The lessor shall maintain a  
38 record of all cash receipts for rent for at least three years.

39 (c) If a payment of rent is personally transmitted to a lessor, or an  
40 agent of a lessor authorized to receive rent, the receipt for such  
41 payment shall be issued immediately to a lessee. If a payment of rent is  
42 transmitted indirectly to a lessor, or an agent of a lessor authorized  
43 to receive rent, a lessee shall be provided with a receipt within  
44 fifteen days of such lessor or agent's receipt of a rent payment.

45 (d) If a lessor, or an agent of a lessor authorized to receive rent,  
46 fails to receive payment for rent within five days of the date specified  
47 in a lease agreement, such lessor or agent shall send the lessee, by  
48 certified mail, a written notice stating the failure to receive such  
49 rent payment. The failure of a lessor, or any agent of the lessor  
50 authorized to receive rent, to provide a lessee with a written notice of  
51 the non-payment of rent may be used as an affirmative defense by such  
52 lessee in an eviction proceeding based on the non-payment of rent.

53 § 10. The real property law is amended by adding a new section 238-a  
54 to read as follows:

55 § 238-a. Limitation on fees. In relation to a residential dwelling  
56 unit:

1 1. (a) Except in instances where statutes or regulations provide for a  
2 payment, fee or charge, no landlord, lessor, sub-lessor or grantor may  
3 demand any payment, fee, or charge for the processing, review or accept-  
4 ance of an application, or demand any other payment, fee or charge  
5 before or at the beginning of the tenancy, except background checks and  
6 credit checks as provided by paragraph (b) of this subdivision, provided  
7 that this subdivision shall not apply to entrance fees charged by  
8 continuing care retirement communities licensed pursuant to article  
9 forty-six or forty-six-A of the public health law, assisted living  
10 providers licensed pursuant to article forty-six-B of the public health  
11 law, adult care facilities licensed pursuant to article seven of the  
12 social services law, senior residential communities that have submitted  
13 an offering plan to the attorney general, or not-for-profit independent  
14 retirement communities that offer personal emergency response, house-  
15 keeping, transportation and meals to their residents.

16 (b) A landlord, lessor, sub-lessor or grantor may charge a fee or fees  
17 to reimburse costs associated with conducting a background check and  
18 credit check, provided the cumulative fee or fees for such checks is no  
19 more than the actual cost of the background check and credit check or  
20 twenty dollars, whichever is less, and the landlord, lessor, sub-lessor  
21 or grantor shall waive the fee or fees if the potential tenant provides  
22 a copy of a background check or credit check conducted within the past  
23 thirty days. The landlord, lessor, sub-lessor or grantor may not collect  
24 the fee or fees unless the landlord, lessor, sub-lessor or grantor  
25 provides the potential tenant with a copy of the background check or  
26 credit check and the receipt or invoice from the entity conducting the  
27 background check or credit check.

28 2. No landlord, lessor, sub-lessor or grantor may demand any payment,  
29 fee, or charge for the late payment of rent unless the payment of rent  
30 has not been made within five days of the date it was due, and such  
31 payment, fee, or charge shall not exceed fifty dollars or five percent  
32 of the monthly rent, whichever is less.

33 3. Any provision of a lease or contract waiving or limiting the  
34 provisions of this section shall be void as against public policy.

35 § 11. The real property actions and proceedings law is amended by  
36 adding a new section 702 to read as follows:

37 § 702. Rent in a residential dwelling. In a proceeding relating to a  
38 residential dwelling or housing accommodation, the term "rent" shall  
39 mean the monthly or weekly amount charged in consideration for the use  
40 and occupation of a dwelling pursuant to a written or oral rental agree-  
41 ment. No fees, charges or penalties other than rent may be sought in a  
42 summary proceeding pursuant to this article, notwithstanding any  
43 language to the contrary in any lease or rental agreement.

44 § 12. The opening paragraph and subdivision 2 of section 711 of the  
45 real property actions and proceedings law, the opening paragraph as  
46 amended by chapter 739 of the laws of 1982 and subdivision 2 as added by  
47 chapter 312 of the laws of 1962, are amended to read as follows:

48 A tenant shall include an occupant of one or more rooms in a rooming  
49 house or a resident, not including a transient occupant, of one or more  
50 rooms in a hotel who has been in possession for thirty consecutive days  
51 or longer[~~, he~~]. No tenant or lawful occupant of a dwelling or housing  
52 accommodation shall [~~not~~] be removed from possession except in a special  
53 proceeding. A special proceeding may be maintained under this article  
54 upon the following grounds:

55 2. The tenant has defaulted in the payment of rent, pursuant to the  
56 agreement under which the premises are held, and a written demand of the

1 rent has been made[~~, or~~ with at least [~~three~~ fourteen days' notice [~~in~~  
 2 ~~writing~~] requiring, in the alternative, the payment of the rent, or the  
 3 possession of the premises, has been served upon him as prescribed in  
 4 section [~~735. The landlord may waive his right to proceed upon this~~  
 5 ~~ground only by an express consent in writing to permit the tenant to~~  
 6 ~~continue in possession, which consent shall be revocable at will, in~~  
 7 ~~which event the landlord shall be deemed to have waived his right to~~  
 8 ~~summary dispossession for nonpayment of rent accruing during the time said~~  
 9 ~~consent remains unrevoked~~] seven hundred thirty-five of this article.

10 Any person succeeding to the landlord's interest in the premises may  
 11 proceed under this subdivision for rent due his predecessor in interest  
 12 if he has a right thereto. Where a tenant dies during the term of the  
 13 lease and rent due has not been paid and [~~no representative or person~~  
 14 ~~has taken possession of the premises and no administrator or executor~~  
 15 ~~has been appointed, the proceeding may be commenced after three months~~  
 16 ~~from the date of death of the tenant by joining the surviving spouse or~~  
 17 ~~if there is none, then one of the surviving issue or if there is none,~~  
 18 ~~then any one of the distributees~~] the apartment is occupied by a person  
 19 with a claim to possession, a proceeding may be commenced naming the  
 20 occupants of the apartment seeking a possessory judgment only as against  
 21 the estate. Entry of such a judgment shall be without prejudice to the  
 22 possessory claims of the occupants, and any warrant issued shall not be  
 23 effective as against the occupants.

24 § 13. Section 731 of the real property actions and proceedings law is  
 25 amended by adding a new subdivision 4 to read as follows:

26 4. In an action premised on a tenant defaulting in the payment of  
 27 rent, payment to the landlord of the full amount of rent due, when such  
 28 payment is made at any time prior to the hearing on the petition, shall  
 29 be accepted by the landlord and renders moot the grounds on which the  
 30 special proceeding was commenced.

31 § 14. Subdivisions 1, 2, and 3 of section 732 of the real property  
 32 actions and proceedings law, as added by chapter 910 of the laws of  
 33 1965, are amended to read as follows:

34 1. The notice of petition shall be returnable before the clerk, and  
 35 shall be made returnable within [~~five~~ ten days after its service.

36 2. If the respondent answers, the clerk shall fix a date for trial or  
 37 hearing not less than three nor more than eight days after joinder of  
 38 issue, and shall immediately notify by mail the parties or their attor-  
 39 neys of such date. If the determination be for the petitioner, the issu-  
 40 ance of a warrant shall not be stayed for more than five days from such  
 41 determination, except as provided in section seven hundred fifty-three  
 42 of this article.

43 3. If the respondent fails to answer within [~~five~~ ten days from the  
 44 date of service, as shown by the affidavit or certificate of service of  
 45 the notice of petition and petition, the judge shall render judgment in  
 46 favor of the petitioner and may stay the issuance of the warrant for a  
 47 period of not to exceed ten days from the date of service, except as  
 48 provided in section seven hundred fifty-three of this article.

49 § 15. Subdivision 1 of section 733 of the real property actions and  
 50 proceedings law, as amended by chapter 910 of the laws of 1965, is  
 51 amended to read as follows:

52 1. Except as provided in section [~~732~~ seven hundred thirty-two of  
 53 this article, relating to a proceeding for non-payment of rent, the  
 54 notice of petition and petition shall be served at least [~~five~~ ten and  
 55 not more than [~~twelve~~ seventeen days before the time at which the peti-  
 56 tion is noticed to be heard.



1 § 16. Section 743 of the real property actions and proceedings law, as  
2 amended by chapter 644 of the laws of 2003, is amended to read as  
3 follows:

4 § 743. Answer. Except as provided in section [~~732~~] seven hundred thir-  
5 ty-two of this article, relating to a proceeding for non-payment of  
6 rent, at the time when the petition is to be heard the respondent, or  
7 any person in possession or claiming possession of the premises, may  
8 answer, orally or in writing. If the answer is oral the substance there-  
9 of shall be recorded by the clerk or, if a particular court has no  
10 clerk, by the presiding judge or justice of such court, and maintained  
11 in the case record. [~~If the notice of petition was served at least eight~~  
12 ~~days before the time at which it was noticed to be heard and it so~~  
13 ~~demands, the answer shall be made at least three days before the time~~  
14 ~~the petition is noticed to be heard and, if in writing, it shall be~~  
15 ~~served within such time, whereupon any reply shall be served at least~~  
16 ~~one day before such time.~~] The answer may contain any legal or equitable  
17 defense, or counterclaim. The court may render affirmative judgment for  
18 the amount found due on the counterclaim.

19 § 17. Subdivisions 1 and 2 of section 745 of the real property actions  
20 and proceedings law, as amended by chapter 403 of the laws of 1983,  
21 subdivision 2 as amended by chapter 116 of the laws of 1997, subpara-  
22 graph (i) of paragraph (b) as amended by chapter 601 of the laws of  
23 2007, are amended to read as follows:

24 1. Where triable issues of fact are raised, they shall be tried by the  
25 court unless, at the time the petition is noticed to be heard, a party  
26 demands a trial by jury, in which case trial shall be by jury. At the  
27 time when issue is joined the court, [~~in its discretion~~] at the request  
28 of either party [~~and upon proof to its satisfaction by affidavit or~~  
29 ~~orally that an adjournment is necessary to enable the applicant to~~  
30 ~~procure his necessary witnesses, or by consent of all the parties who~~  
31 ~~appear, may~~] shall adjourn the trial of the issue, [~~but~~] not [~~more~~] less  
32 than [~~ten~~] fourteen days, except by consent of all parties. A party's  
33 second or subsequent request for adjournment shall be granted in the  
34 court's sole discretion.

35 2. In the city of New York:

36 (a) In a summary proceeding upon the second of two adjournments grant-  
37 ed solely at the request of the respondent, or, upon the [~~thirtieth~~]  
38 sixtieth day after the first appearance of the parties in court less any  
39 days that the proceeding has been adjourned upon the request of the  
40 petitioner, counting only days attributable to adjournment requests made  
41 solely at the request of the respondent and not counting an initial  
42 adjournment requested by a respondent unrepresented by counsel for the  
43 purpose of securing counsel, whichever occurs sooner, the court [~~shall~~]  
44 may, upon consideration of the equities, direct that the respondent,  
45 upon [~~an application~~] a motion on notice made by the petitioner, deposit  
46 with the court [~~within five days~~] sums of rent or use and occupancy  
47 [~~accrued from the date the petition and notice of petition are served~~  
48 ~~upon the respondent, and all sums as they become due for rent and use~~  
49 ~~and occupancy~~] that shall accrue subsequent to the date of the court's  
50 order, which may be established without the use of expert testimony[~~7~~  
51 ~~unless~~]. The court shall not order deposit or payment of use and occu-  
52 pancy where the respondent can establish[~~, at an immediate hearing~~], to  
53 the satisfaction of the court that respondent has properly interposed  
54 one of the following defenses or established the following grounds:

55 (i) the petitioner is not a proper party to the proceeding pursuant to  
56 section seven hundred twenty-one of this article; or

1 (ii) (A) actual eviction, or (B) actual partial eviction, or (C)  
2 constructive eviction; and respondent has quit the premises; or

3 (iii) a defense pursuant to section one hundred forty-three-b of the  
4 social services law; or

5 (iv) a defense based upon the existence of hazardous or immediately  
6 hazardous violations of the housing maintenance code in the subject  
7 apartment or common areas; or

8 (v) a colorable defense of rent overcharge; or

9 (vi) a defense that the unit is in violation of the building's certifi-  
10 cate of occupancy or is otherwise illegal under the multiple dwelling  
11 law or the New York city housing maintenance code; or

12 (vii) the court lacks personal jurisdiction over the respondent.

13 ~~[When the rental unit that is the subject of the petition is located~~  
14 ~~in a building containing twelve or fewer units, the court shall inquire~~  
15 ~~of the respondent as to whether there is any undisputed amount of the~~  
16 ~~rent or use and occupancy due to the petitioner. Any such undisputed~~  
17 ~~amount shall be paid directly to the petitioner, and any disputed amount~~  
18 ~~shall be deposited to the court by the respondent as provided in this~~  
19 ~~subdivision.]~~

20 Two adjournments shall not include an adjournment requested by a  
21 respondent unrepresented by counsel for the purpose of securing counsel  
22 made on a return date of the proceeding. Such rent or use and occupancy  
23 sums shall be deposited with the clerk of the court or paid to such  
24 other person or entity, including the petitioner or an agent designated  
25 by the division of housing and community renewal, as the court shall  
26 direct or shall be expended for such emergency repairs as the court  
27 shall approve.

28 (b) In establishing the monthly amount to be deposited, the court  
29 shall not exceed the amount of the regulated rent for the unit under any  
30 state, local or federal regulatory scheme, or the amount of the tenant's  
31 rent share under a state, local or federal subsidy program, or the  
32 amount of the tenant's share under an expired subsidy, unless the tenant  
33 has entered into an enforceable new agreement to pay the full lease  
34 rent.

35 (c) (i) The court shall not require the respondent to deposit the  
36 portion of rent or use and occupancy, if any, which is payable by direct  
37 government housing subsidy, any currently effective senior citizen  
38 increase exemption authorized pursuant to sections four hundred sixty-  
39 seven-b and four hundred sixty-seven-c of the real property tax law,  
40 direct payment of rent or a two-party check issued by a social services  
41 district or the office of temporary and disability assistance, or rental  
42 assistance that is payable pursuant to court orders issued in litigation  
43 commenced in nineteen hundred eighty-seven in a proceeding in which the  
44 amount of shelter allowance is at issue on behalf of recipients of fami-  
45 ly assistance. In the event the respondent or other adult member of the  
46 respondent's household receives public assistance pursuant to title  
47 three or title ten of article five of the social services law, the  
48 respondent shall, when directed by the court to deposit rent and use or  
49 occupancy, only be required to deposit with the court the amount of the  
50 shelter allowance portion of the public assistance grant issued by the  
51 office of temporary and disability assistance or a social services  
52 district. In the event the respondent receives a fixed income, including  
53 but not limited to, social security income, supplemental security income  
54 pursuant to title sixteen of the federal social security act and title  
55 six of article five of the social services law, or pension income, the  
56 respondent shall [~~only~~] not be required to deposit [~~one-third~~] more than

1 thirty percent of the monthly [~~supplemental security income payment~~  
2 payments.

3 (ii) Any sum required to be deposited with the court pursuant to this  
4 subdivision shall be offset by payment, if any, made by the respondent  
5 pursuant to section two hundred thirty-five-a of the real property law  
6 or section three hundred two-c of the multiple dwelling law.

7 [~~(e) (i) If the respondent shall fail to comply with the court's  
8 directions with respect to direct payment to the petitioner or making a  
9 deposit as directed by the court of the full amount of the rent or use  
10 and occupancy required to be deposited, the court upon an application by  
11 the petitioner shall dismiss without prejudice the defenses and counter-  
12 claims interposed by the respondent and grant judgment for petitioner  
13 unless respondent has interposed the defense of payment and shows that  
14 the amount required to be deposited has previously been paid to the  
15 petitioner.~~

16 ~~(ii)]~~ (d) (i) In the event that the respondent [~~makes a deposit~~  
17 ~~required by this subdivision but~~] fails to deposit with the court or  
18 pay, as the case may be, upon the due date, all rent or use and occupan-  
19 cy which may become due [~~up to the time of the entry of judgment~~] subse-  
20 quent to the issuance of the court's deposit order, the court upon an  
21 application of the petitioner [~~shall~~] may order an immediate trial of  
22 the issues raised in the respondent's answer. An "immediate trial" shall  
23 mean that no further adjournments of the proceeding [~~without petitioner~~  
24 ~~consent~~] upon respondent's sole request shall be granted, the case shall  
25 be assigned by the administrative judge to a trial ready part and such  
26 trial shall commence as soon as practicable and continue day to day  
27 until completed. [~~There shall be no stay granted of such trial without~~  
28 ~~an order to respondent to pay rent or use and occupancy due pursuant to~~  
29 ~~this subdivision and rent or use and occupancy as it becomes due.~~

30 ~~(iii)]~~ (ii) The court [~~shall not~~] may extend any time provided for  
31 such deposit under this subdivision [~~without the consent of the peti-~~  
32 ~~tioner~~] for good cause shown.

33 [~~(iv)]~~ (iii) Upon the entry of the final judgment in the proceeding  
34 such deposits shall be credited against any judgment amount awarded and,  
35 without further order of the court, be paid in accordance with the judg-  
36 ment.

37 [~~(v) The provisions of this paragraph requiring the deposit of rent or~~  
38 ~~use and occupancy as it becomes due shall not be waived by the court.~~

39 ~~(d)]~~ (e) The court may dismiss any summary proceeding without preju-  
40 dice and with costs to the respondent by reason of excessive adjourn-  
41 ments requested by the petitioner.

42 [~~(e) The provisions of this subdivision shall not be construed as to~~  
43 ~~deprive a respondent of a trial of any defenses or counterclaims in a~~  
44 ~~separate action if such defenses or counterclaims are dismissed without~~  
45 ~~prejudice.]~~

46 (f) Under no circumstances shall the respondent's failure or inability  
47 to pay use and occupancy as ordered by the court constitute a basis to  
48 dismiss any of the respondent's defenses or counterclaims, with or with-  
49 out prejudice to their assertion in another forum.

50 § 18. Section 747-a of the real property actions and proceedings law  
51 is REPEALED.

52 § 19. Section 749 of the real property actions and proceedings law, as  
53 added by chapter 312 of the laws of 1962, subdivision 2 as amended by  
54 chapter 205 of the laws of 2018 and subdivision 3 as amended by chapter  
55 192 of the laws of 1975, is amended to read as follows:

1 § 749. Warrant. 1. Upon rendering a final judgment for petitioner, the  
2 court shall issue a warrant directed to the sheriff of the county or to  
3 any constable or marshal of the city in which the property, or a portion  
4 thereof, is situated, or, if it is not situated in a city, to any const-  
5 able of any town in the county, describing the property, stating the  
6 earliest date upon which execution may occur pursuant to the order of  
7 the court, and commanding the officer to remove all persons~~[, and,~~  
8 ~~except where the case is within section 715, to put the petitioner into~~  
9 ~~full possession]~~ named in the proceeding, provided upon a showing of  
10 good cause, the court may issue a stay of re-letting or renovation of  
11 the premises for a reasonable period of time.

12 2. (a) The officer to whom the warrant is directed and delivered shall  
13 give at least [~~seventy-two hours~~] fourteen days' notice, [~~excluding any~~  
14 ~~period which occurs on a Saturday, Sunday or a public holiday,~~] in writ-  
15 ing and in the manner prescribed in this article for the service of a  
16 notice of petition, to the person or persons to be evicted or dispos-  
17 sessed and shall execute the warrant on a business day between the hours  
18 of sunrise and sunset.

19 (b) Such officer shall check such property for the presence of a  
20 companion animal prior to executing such warrant and coordinate with  
21 such person or persons to be evicted or dispossessed to provide for the  
22 safe and proper care of such companion animal or animals. If such  
23 persons to be evicted or dispossessed cannot be found after reasonable  
24 efforts are made to coordinate with such persons, or if such person is  
25 found and declines to take possession of such animal or animals, such  
26 officer shall promptly coordinate with the duly incorporated humane  
27 society, duly incorporated society for the prevention of cruelty to  
28 animals or pound maintained by or under contract or agreement with the  
29 municipality in which the animal was found for the safe removal of such  
30 companion animal or animals. Such officer shall make reasonable efforts  
31 to provide notice to the person or persons to be evicted regarding the  
32 location of such companion animal or animals. Disposition of such  
33 companion animal or animals shall be in accordance with the provisions  
34 of sections one hundred seventeen and three hundred seventy-four of the  
35 agriculture and markets law, and all other laws, rules and regulations  
36 that govern the humane treatment of animals. "Companion animal," as used  
37 in this paragraph, shall have the same meaning as provided in subdivi-  
38 sion five of section three hundred fifty of the agriculture and markets  
39 law.

40 3. [~~The issuing of a warrant for the removal of a tenant cancels the~~  
41 ~~agreement under which the person removed held the premises, and annuls~~  
42 ~~the relation of landlord and tenant, but nothing~~] Nothing contained  
43 herein shall deprive the court of the power to stay or vacate such  
44 warrant for good cause shown prior to the execution thereof, or to  
45 restore the tenant to possession subsequent to execution of the warrant.  
46 In a judgment for non-payment of rent, the court shall vacate a warrant  
47 upon tender or deposit with the court of the full rent due at any time  
48 prior to its execution, unless the petitioner establishes that the  
49 tenant withheld the rent due in bad faith. Petitioner may recover by  
50 action any sum of money which was payable at the time when the special  
51 proceeding was commenced and the reasonable value of the use and occupa-  
52 tion to the time when the warrant was issued, for any period of time  
53 with respect to which the agreement does not make any provision for  
54 payment of rent.

55 § 20. Subdivision 4 of section 751 of the real property actions and  
56 proceedings law is REPEALED.

1 § 21. Section 753 of the real property actions and proceedings law, as  
2 added by chapter 312 of the laws of 1962, the section heading as  
3 amended, subdivision 4 as added and subdivision 5 as renumbered by chap-  
4 ter 870 of the laws of 1982 and subdivision 1 as amended by chapter 305  
5 of the laws of 1963, is amended to read as follows:

6 § 753. Stay [~~where tenant holds over~~] in premises occupied for dwell-  
7 ing purposes [~~in city of New York~~]. 1. In a proceeding to recover the  
8 possession of premises [~~in the city of New York~~] occupied for dwelling  
9 purposes, other than a room or rooms in an hotel, lodging house, or  
10 rooming house, [~~upon the ground that the occupant is holding over and  
11 continuing in possession of the premises after the expiration of his  
12 term and without the permission of the landlord, or, in a case where a  
13 new lessee is entitled to possession, without the permission of the new  
14 lessee,~~] the court, on application of the occupant, may stay the issu-  
15 ance of a warrant and also stay any execution to collect the costs of  
16 the proceeding for a period of not more than [~~six months~~] one year, if  
17 it appears that the premises are used for dwelling purposes; that the  
18 application is made in good faith; that the applicant cannot within the  
19 neighborhood secure suitable premises similar to those occupied by [~~him~~]  
20 the applicant and that [~~he~~] the applicant made due and reasonable  
21 efforts to secure such other premises, or that by reason of other facts  
22 it would occasion extreme hardship to [~~him or his~~] the applicant or the  
23 applicant's family if the stay were not granted. In determining whether  
24 refusal to grant a stay would occasion extreme hardship, the court shall  
25 consider serious ill health, significant exacerbation of an ongoing  
26 condition, a child's enrollment in a local school, and any other exten-  
27 uating life circumstances affecting the ability of the applicant or the  
28 applicant's family to relocate and maintain quality of life. The court  
29 shall consider any substantial hardship the stay may impose on the land-  
30 lord in determining whether to grant the stay or in setting the length  
31 or other terms of the stay. In an application brought outside a city of  
32 one million or more, the term "neighborhood" shall be construed to mean  
33 (i) the same town, village or city where the applicant now resides, or  
34 (ii) if the applicant has school aged children residing with him or her,  
35 "neighborhood" shall mean the school district where such children attend  
36 or are eligible to attend.

37 2. Such stay shall be granted and continue effective only upon the  
38 condition that the person against whom the judgment is entered shall  
39 make a deposit in court of the entire amount, or such installments ther-  
40 eof from time to time as the court may direct, for the occupation of the  
41 premises for the period of the stay, at the rate for which [~~he~~] the  
42 applicant was liable as rent for the month immediately prior to the  
43 expiration of [~~his~~] the applicant's term or [~~tenency~~] tenancy, plus such  
44 additional amount, if any, as the court may determine to be the differ-  
45 ence between such rent and the reasonable rent or value of the use and  
46 occupation of the premises; such deposit [~~shall~~] may also include all  
47 rent unpaid by the occupant prior to the period of the stay. The amount  
48 of such deposit shall be determined by the court upon the application  
49 for the stay and such determination shall be final and conclusive in  
50 respect to the amount of such deposit, and the amount thereof shall be  
51 paid into court, in such manner and in such installments, if any, as the  
52 court may direct. A separate account shall be kept of the amount to the  
53 credit of each proceeding, and all such payments shall be deposited in a  
54 bank or trust company and shall be subject to the check of the clerk of  
55 the court, if there be one, or otherwise of the court. The clerk of the  
56 court, if there be one, and otherwise the court shall pay to the land-

1 lord or [~~his~~] the landlord's duly authorized agent, the amount of such  
2 deposit in accordance with the terms of the stay or the further order of  
3 the court.

4 3. The provisions of this section shall not apply to a proceeding  
5 [~~where the petitioner shows to the satisfaction of the court that he~~  
6 ~~desires in good faith to recover the premises for the purpose of demol-~~  
7 ~~ishing same with the intention of constructing a new building, plans for~~  
8 ~~which new building shall have been duly filed and approved by the proper~~  
9 ~~authority, nor shall it apply to a proceeding~~] to recover possession  
10 upon the ground that an occupant is holding over and is objectionable if  
11 the landlord shall establish by competent evidence to the satisfaction  
12 of the court that such occupant is objectionable.

13 4. In the event that such proceeding is based upon a claim that the  
14 tenant or lessee has breached a provision of the lease, the court shall  
15 grant a [~~ten~~] thirty day stay of issuance of the warrant, during which  
16 time the respondent may correct such breach.

17 5. Any provision of a lease or other agreement whereby a lessee or  
18 tenant waives any provision of this section shall be deemed against  
19 public policy and void.

20 § 22. Section 756 of the real property actions and proceedings law, as  
21 added by chapter 913 of the laws of 1965, is amended to read as follows:

22 § 756. Stay of summary proceedings or actions for rent under certain  
23 conditions. In the event that utilities are discontinued in any part of  
24 a [~~multiple~~] dwelling because of the failure of the landlord or other  
25 person having control of said [~~multiple~~] dwelling to pay for utilities  
26 for which he may have contracted, any proceeding to dispossess a tenant  
27 from said building or an action against any tenant of said building for  
28 rent shall be stayed until such time as the landlord or person having  
29 control of said [~~multiple~~] dwelling pays the amount owing for said util-  
30 ities and until such time as the utilities are restored to working  
31 order.

32 § 23. The real property actions and proceedings law is amended by  
33 adding a new section 757 to read as follows:

34 § 757. Eviction as the result of foreclosure. In the event that a  
35 lessee is removed from real property pursuant to this article, and the  
36 leased real property was the subject of a foreclosure proceeding pursu-  
37 ant to this chapter or the subject of a tax foreclosure proceeding, the  
38 court records relating to any such lessee shall be sealed and be deemed  
39 confidential. No disclosure or use of such information relating to any  
40 such lessee shall be authorized, and the use of such information shall  
41 be prohibited.

42 § 24. The real property actions and proceedings law is amended by  
43 adding a new section 768 to read as follows:

44 § 768. Unlawful eviction. 1. (a) It shall be unlawful for any person  
45 to evict or attempt to evict an occupant of a dwelling unit who has  
46 lawfully occupied the dwelling unit for thirty consecutive days or long-  
47 er or who has entered into a lease with respect to such dwelling except  
48 to the extent permitted by law pursuant to a warrant of eviction or  
49 other order of a court of competent jurisdiction or a governmental  
50 vacate order by:

51 (i) using or threatening the use of force to induce the occupant to  
52 vacate the dwelling unit; or

53 (ii) engaging in a course of conduct which interferes with or is  
54 intended to interfere with or disturb the comfort, repose, peace or  
55 quiet of such occupant in the use or occupancy of the dwelling unit, to

1 induce the occupant to vacate the dwelling unit including, but not  
2 limited to, the interruption or discontinuance of essential services; or  
3 (iii) engaging or threatening to engage in any other conduct which  
4 prevents or is intended to prevent such occupant from the lawful occu-  
5 pancy of such dwelling unit or to induce the occupant to vacate the  
6 dwelling unit including, but not limited to, removing the occupant's  
7 possessions from the dwelling unit, removing the door at the entrance to  
8 the dwelling unit; removing, plugging or otherwise rendering the lock on  
9 such entrance door inoperable, or changing the lock on such entrance  
10 door without supplying the occupant with a key.

11 (b) It shall be unlawful for an owner of a dwelling unit to fail to  
12 take all reasonable and necessary action to restore to occupancy an  
13 occupant of a dwelling unit who either vacates, has been removed from or  
14 is otherwise prevented from occupying a dwelling unit as the result of  
15 any of the acts or omissions prescribed in paragraph (a) of this subdi-  
16 vision and to provide to such occupant a dwelling unit within such  
17 dwelling suitable for occupancy, after being requested to do so by such  
18 occupant or the representative of such occupant, if such owner either  
19 committed such unlawful acts or omissions or knew or had reason to know  
20 of such unlawful acts or omissions, or if such acts or omissions  
21 occurred within seven days prior to such request.

22 2. Criminal and civil penalties. (a) Any person who intentionally  
23 violates or assists in the violation of any of the provisions of this  
24 section shall be guilty of a class A misdemeanor. Each such violation  
25 shall be a separate and distinct offense.

26 (b) Such person shall also be subject to a civil penalty of not less  
27 than one thousand nor more than ten thousand dollars for each violation.  
28 Each such violation shall be a separate and distinct offense. In the  
29 case of a failure to take all reasonable and necessary action to restore  
30 an occupant pursuant to paragraph (b) of subdivision one of this  
31 section, such person shall be subject to an additional civil penalty of  
32 not more than one hundred dollars per day from the date on which resto-  
33 ration to occupancy is requested until the date on which restoration  
34 occurs, provided, however, that such period shall not exceed six months.

35 § 25. The section heading and subdivision 1 of section 7-108 of the  
36 general obligations law, as added by chapter 917 of the laws of 1984,  
37 are amended and a new subdivision 1-a is added to read as follows:

38 [~~Liability of a grantee or assignee for deposits~~] Deposits made by  
39 tenants [~~upon conveyance~~] of non-rent stabilized dwelling units. 1. This  
40 section shall apply to all dwelling units [~~with written leases~~] in resi-  
41 dential premises [~~containing six or more dwelling units and to all~~  
42 ~~dwelling units subject to the city rent and rehabilitation law or the~~  
43 ~~emergency housing rent control law~~], unless such dwelling unit is  
44 specifically referred to in section 7-107 of this [~~chapter~~] title.

45 1-a. Except in dwelling units subject to the city rent and rehabili-  
46 tation law or the emergency housing rent control law, continuing care  
47 retirement communities licensed pursuant to article forty-six or forty-  
48 six-A of the public health law, assisted living providers licensed  
49 pursuant to article forty-six-B of the public health law, adult care  
50 facilities licensed pursuant to article seven of the social services  
51 law, senior residential communities that have submitted an offering plan  
52 to the attorney general, or not-for-profit independent retirement commu-  
53 nities that offer personal emergency response, housekeeping, transporta-  
54 tion and meals to their residents:

55 (a) No deposit or advance shall exceed the amount of one month's rent  
56 under such contract.

1 (b) The entire amount of the deposit or advance shall be refundable to  
2 the tenant upon the tenant's vacating of the premises except for an  
3 amount lawfully retained for the reasonable and itemized costs due to  
4 non-payment of rent, damage caused by the tenant beyond normal wear and  
5 tear, non-payment of utility charges payable directly to the landlord  
6 under the terms of the lease or tenancy, and moving and storage of the  
7 tenant's belongings. The landlord may not retain any amount of the  
8 deposit for costs relating to ordinary wear and tear of occupancy or  
9 damage caused by a prior tenant.

10 (c) After initial lease signing but before the tenant begins occupan-  
11 cy, the landlord shall offer the tenant the opportunity to inspect the  
12 premises with the landlord or the landlord's agent to determine the  
13 condition of the property. If the tenant requests such inspection, the  
14 parties shall execute a written agreement before the tenant begins occu-  
15 pancy of the unit attesting to the condition of the property and specif-  
16 ically noting any existing defects or damages. Upon the tenant's vacat-  
17 ing of the premises, the landlord may not retain any amount of the  
18 deposit or advance due to any condition, defect, or damage noted in such  
19 agreement. The agreement shall be admissible as evidence of the condi-  
20 tion of the premises at the beginning of occupancy only in proceedings  
21 related to the return or amount of the security deposit.

22 (d) Within a reasonable time after notification of either party's  
23 intention to terminate the tenancy, unless the tenant terminates the  
24 tenancy with less than two weeks' notice, the landlord shall notify the  
25 tenant in writing of the tenant's right to request an inspection before  
26 vacating the premises and of the tenant's right to be present at the  
27 inspection. If the tenant requests such an inspection, the inspection  
28 shall be made no earlier than two weeks and no later than one week  
29 before the end of the tenancy. The landlord shall provide at least  
30 forty-eight hours written notice of the date and time of the inspection.  
31 After the inspection, the landlord shall provide the tenant with an  
32 itemized statement specifying repairs or cleaning that are proposed to  
33 be the basis of any deductions from the tenant's deposit. The tenant  
34 shall have the opportunity to cure any such condition before the end of  
35 the tenancy. Any statement produced pursuant to this paragraph shall  
36 only be admissible in proceedings related to the return or amount of the  
37 security deposit.

38 (e) Within fourteen days after the tenant has vacated the premises,  
39 the landlord shall provide the tenant with an itemized statement indi-  
40 cating the basis for the amount of the deposit retained, if any, and  
41 shall return any remaining portion of the deposit to the tenant. If a  
42 landlord fails to provide the tenant with the statement and deposit  
43 within fourteen days, the landlord shall forfeit any right to retain any  
44 portion of the deposit.

45 (f) In any action or proceeding disputing the amount of any amount of  
46 the deposit retained, the landlord shall bear the burden of proof as to  
47 the reasonableness of the amount retained.

48 (g) Any person who violates the provisions of this subdivision shall  
49 be liable for actual damages, provided a person found to have willfully  
50 violated this subdivision shall be liable for punitive damages of up to  
51 twice the amount of the deposit or advance.

52 § 26. Subdivision 1 of section 212 of the judiciary law is amended by  
53 adding a new paragraph (x) to read as follows:

54 (x) Not permit the unified court system to sell any data regarding  
55 judicial proceedings related to residential tenancy, rent or eviction to  
56 any third party. Such prohibition includes data collected, stored or



1 utilized by any third-party vendors who have contracts with the unified  
2 court system.

3 § 27. 1. (a) There is hereby created a temporary commission to be  
4 known as the "New York state temporary commission on housing security  
5 and tenant protection," which shall be charged with studying the impacts  
6 of the statewide housing security and tenant protection act of 2019 on  
7 tenants, landlords, and the court system, and recommending the implemen-  
8 tation of legislation, regulations and rules to further improve tenant  
9 protections in New York.

10 (b) The commission shall consist of ten members: (i) the commissioner  
11 of housing and community renewal shall serve ex officio; (ii) three  
12 members shall be appointed by the governor, one of whom shall be an  
13 attorney with significant housing court experience employed by a not-  
14 for-profit legal services firm, one of whom shall be a landlord, and one  
15 of whom shall be a retired judge or justice of the unified court system  
16 with significant experience in housing court; (iii) two members shall be  
17 appointed by the temporary president of the senate; (iv) one member  
18 shall be appointed by the minority leader of the senate; (v) two members  
19 shall be appointed by the speaker of the assembly; and (vi) one member  
20 shall be appointed by the minority leader of the assembly. The commis-  
21 sioner of housing and community renewal shall serve as the chair of the  
22 commission. Vacancies in the commission shall be filled in the same  
23 manner as the members whose vacancy is being filled was appointed.

24 (c) The members of the commission shall receive no compensation for  
25 their services as members, but shall be allowed their actual and neces-  
26 sary expenses incurred in the performance of their duties. No member of  
27 the commission shall be disqualified from holding any other public  
28 office or employment, nor shall he or she forfeit any such office or  
29 employment by reason of his or her appointment pursuant to this section,  
30 notwithstanding the provisions of any general, special or local law,  
31 regulation, ordinance or city charter.

32 2. To the maximum extent feasible, the commission shall be entitled to  
33 request and receive and shall utilize and be provided with such facili-  
34 ties, resources and data of any department, division, board, bureau,  
35 committee, agency or public authority of the state or any political  
36 subdivision thereof as it may reasonably request to properly carry out  
37 its powers and duties pursuant to this act.

38 3. On or before December 31, 2022, the commission shall transmit to  
39 the governor, the legislature, and the chief administrator of the courts  
40 a report containing its findings and recommendations. The commissioner  
41 of housing and community renewal shall post the report on its website.  
42 Upon the making of its report, the commission shall be deemed dissolved.

43 § 28. Severability. If any provision of this act, or any application  
44 of any provision of this act, is held to be invalid, that shall not  
45 affect the validity or effectiveness of any other provision of this act,  
46 or of any other application of any provision of this act, which can be  
47 given effect without that provision or application; and to that end, the  
48 provisions and applications of this act are severable.

49 § 29. This act shall take effect immediately and shall apply to  
50 actions and proceedings commenced on or after such effective date;  
51 provided, however, that sections three, six and seven shall take effect  
52 on the one hundred twentieth day after this act shall have become a law;  
53 provided, further, that section twenty-five of this act shall take  
54 effect on the thirtieth day after this act shall have become a law and  
55 shall apply to any lease or rental agreement or renewal of a lease or  
56 rental agreement entered into on or after such date; and, provided,

1 further, section five of this act shall take effect on the thirtieth day  
2 after this act shall have become a law.

3 PART N

4 Section 1. Section 352-eeee of the general business law, as added by  
5 chapter 555 of the laws of 1982, subdivision 3 as amended by chapter 685  
6 of the laws of 1988, is amended to read as follows:

7 § 352-eeee. Conversions to cooperative or condominium ownership in the  
8 city of New York. 1. As used in this section, the following words and  
9 terms shall have the following meanings:

10 (a) "Plan". Every offering statement or prospectus submitted to the  
11 department of law pursuant to section three hundred fifty-two-e of this  
12 article for the conversion of a building or group of buildings or devel-  
13 opment from residential rental status to cooperative or condominium  
14 ownership or other form of cooperative interest in realty, other than an  
15 offering statement or prospectus for such conversion pursuant to article  
16 two, eight or eleven of the private housing finance law.

17 (b) "Non-eviction plan". A plan which may not be declared effective  
18 until written purchase agreements have been executed and delivered for  
19 at least [~~fifteen~~] fifty-one percent of all dwelling units in the build-  
20 ing or group of buildings or development by bona fide tenants [~~in occu-  
21 pancy or bona fide purchasers who represent that they intend that they  
22 or one or more members of their immediate family intend to occupy the  
23 unit when it becomes vacant. As to tenants~~] who were in occupancy on the  
24 date a letter was issued by the attorney general accepting the plan for  
25 filing[~~, the~~]. The purchase agreement shall be executed and delivered  
26 pursuant to an offering made in good faith without fraud and discrimina-  
27 tory repurchase agreements or other discriminatory inducements.

28 (c) "Eviction plan". A plan which, submitted prior to the effective  
29 date of the chapter of the laws of two thousand nineteen that amended  
30 this section, pursuant to the provisions of this section, can result in  
31 the eviction of a non-purchasing tenant by reason of the tenant failing  
32 to purchase pursuant thereto, and which may not be declared effective  
33 until at least fifty-one percent of the bona fide tenants in occupancy  
34 of all dwelling units in the building or group of buildings or develop-  
35 ment on the date the offering statement or prospectus was accepted for  
36 filing by the attorney general (excluding, for the purposes of determin-  
37 ing the number of bona fide tenants in occupancy on such date, eligible  
38 senior citizens and eligible disabled persons) shall have executed and  
39 delivered written agreements to purchase under the plan pursuant to an  
40 offering made in good faith without fraud and with no discriminatory  
41 repurchase agreements or other discriminatory inducements.

42 (d) "Purchaser under the plan". A person who owns the shares allocated  
43 to a dwelling unit or who owns such dwelling unit itself.

44 (e) "Non-purchasing tenant". A person who has not purchased under the  
45 plan and who is a tenant entitled to possession at the time the plan is  
46 declared effective or a person to whom a dwelling unit is rented subse-  
47 quent to the effective date. A person who sublets a dwelling unit from  
48 a purchaser under the plan shall not be deemed a non-purchasing tenant.

49 (f) "Eligible senior citizens". Non-purchasing tenants who are sixty-  
50 two years of age or older on the date the plan is submitted to the  
51 department of law or on the date the attorney general has accepted the  
52 plan for filing, and the spouses of any such tenants on such date, and  
53 who have elected, within sixty days of the date the plan is submitted to  
54 the department of law or on the date the attorney general has accepted

1 the plan for filing, on forms promulgated by the attorney general and  
2 presented to such tenants by the offeror, to become non-purchasing  
3 tenants under the provisions of this section; provided that such  
4 election shall not preclude any such tenant from subsequently purchasing  
5 the dwelling unit on the terms then offered to tenants in occupancy.

6 (g) "Eligible disabled persons". Non-purchasing tenants who have an  
7 impairment which results from anatomical, physiological or psychological  
8 conditions, other than addiction to alcohol, gambling, or any controlled  
9 substance, which are demonstrable by medically acceptable clinical and  
10 laboratory diagnostic techniques, and which are expected to be permanent  
11 and which prevent the tenant from engaging in any substantial gainful  
12 employment on the date the plan is submitted to the department of law or  
13 on the date the attorney general has accepted the plan for filing, and  
14 the spouses of any such tenants on such date, and who have elected,  
15 within sixty days of the date the plan is submitted to the department of  
16 law or on the date the attorney general has accepted the plan for  
17 filing, on forms promulgated by the attorney general and presented to  
18 such tenants by the offeror, to become non-purchasing tenants under the  
19 provisions of this section; provided, however, that if the disability  
20 first occurs after acceptance of the plan for filing, then such election  
21 may be made within sixty days following the onset of such disability  
22 unless during the period subsequent to sixty days following the accept-  
23 ance of the plan for filing but prior to such election, the offeror  
24 accepts a written agreement to purchase the apartment from a bona fide  
25 purchaser; and provided further that such election shall not preclude  
26 any such tenant from subsequently purchasing the dwelling unit or the  
27 shares allocated thereto on the terms then offered to tenants in occu-  
28 pancy.

29 2. The attorney general shall refuse to issue a letter stating that  
30 the offering statement or prospectus required in subdivision one of  
31 section three hundred fifty-two-e of this [~~chapter~~] article has been  
32 filed whenever it appears that the offering statement or prospectus  
33 offers for sale residential cooperative apartments or condominium units  
34 pursuant to a plan unless:

35 (a) The plan provides that it will be deemed abandoned, void and of no  
36 effect if it does not become effective within fifteen months from the  
37 date of issue of the letter of the attorney general stating that the  
38 offering statement or prospectus has been accepted for filing and, in  
39 the event of such abandonment, no new plan for the conversion of such  
40 building or group of buildings or development shall be submitted to the  
41 attorney general for at least twelve months after such abandonment.

42 (b) The plan provides either that it is an eviction plan or that it is  
43 a non-eviction plan.

44 (c) The plan provides, if it is a non-eviction plan, as follows:

45 (i) The plan may not be declared effective until written purchase  
46 agreements have been executed and delivered for at least [~~fifteen~~]  
47 fifty-one percent of all dwelling units in the building or group of  
48 buildings or development subscribed for by bona fide tenants in occupan-  
49 cy [~~or bona fide purchasers who represent that they intend that they or~~  
50 ~~one or more members of their immediate family occupy the dwelling unit~~  
51 ~~when it becomes vacant. As to tenants who were in occupancy]~~ on the date  
52 a letter was issued by the attorney general accepting the plan for  
53 filing[, ~~the~~] for which purchase agreement shall be executed and deliv-  
54 ered pursuant to an offering made without discriminatory repurchase  
55 agreements or other discriminatory inducements.

1 (ii) No eviction proceedings will be commenced at any time against  
2 non-purchasing tenants for failure to purchase or any other reason  
3 applicable to expiration of tenancy; provided that such proceedings may  
4 be commenced for non-payment of rent, illegal use or occupancy of the  
5 premises, refusal of reasonable access to the owner or a similar breach  
6 by the non-purchasing tenant of his obligations to the owner of the  
7 dwelling unit or the shares allocated thereto; and provided further that  
8 an owner of a unit or of the shares allocated thereto may not commence  
9 an action to recover possession of a dwelling unit from a non-purchasing  
10 tenant on the grounds that he seeks the dwelling unit for the use and  
11 occupancy of himself or his family.

12 (iii) No eviction proceedings will be commenced, except as hereinafter  
13 provided, at any time against either eligible senior citizens or eligi-  
14 ble disabled persons. The rentals of eligible senior citizens and eligi-  
15 ble disabled persons who reside in dwelling units not subject to govern-  
16 ment regulation as to rentals and continued occupancy and eligible  
17 senior citizens and eligible disabled persons who reside in dwelling  
18 units with respect to which government regulation as to rentals and  
19 continued occupancy is eliminated or becomes inapplicable after the plan  
20 has been accepted for filing shall not be subject to unconscionable  
21 increases beyond ordinary rentals for comparable apartments during the  
22 period of their occupancy considering, in determining comparability,  
23 such factors as building services, level of maintenance and operating  
24 expenses; provided that such proceedings may be commenced against such  
25 tenants for non-payment of rent, illegal use or occupancy of the prem-  
26 ises, refusal of reasonable access to the owner or a similar breach by  
27 the tenant of his obligations to the owner of the dwelling unit or the  
28 shares allocated thereto.

29 (iv) Eligible senior citizens and eligible disabled persons who reside  
30 in dwelling units subject to government regulation as to rentals and  
31 continued occupancy shall continue to be subject thereto.

32 (v) The rights granted under the plan to eligible senior citizens and  
33 eligible disabled persons may not be abrogated or reduced notwithstand-  
34 ing any expiration of, or amendment to, this section.

35 (vi) Any offeror who disputes the election by a person to be an eligi-  
36 ble senior citizen or an eligible disabled person must apply to the  
37 attorney general within thirty days of the receipt of the election forms  
38 for a determination by the attorney general of such person's eligibil-  
39 ity. The attorney general shall, within thirty days thereafter, issue  
40 his determination of eligibility. The foregoing shall, in the absence of  
41 fraud, be the sole method for determining a dispute as to whether a  
42 person is an eligible senior citizen or an eligible disabled person. The  
43 determination of the attorney general shall be reviewable only through a  
44 proceeding under article seventy-eight of the civil practice law and  
45 rules, which proceeding must be commenced within thirty days after such  
46 determination by the attorney general becomes final.

47 (vii) Non-purchasing tenants who reside in dwelling units subject to  
48 government regulation as to rentals and continued occupancy prior to the  
49 conversion of the building or group of buildings or development to coop-  
50 erative or [~~condominium~~] condominium ownership shall continue to be  
51 subject thereto.

52 [~~(iv)~~] (viii) The rentals of non-purchasing tenants who reside in  
53 dwelling units not subject to government regulation as to rentals and  
54 continued occupancy and non-purchasing tenants who reside in dwelling  
55 units with respect to which government regulation as to rentals and  
56 continued occupancy is eliminated or becomes inapplicable after the plan

1 has been accepted for filing by the attorney general shall not be  
2 subject to unconscionable increases beyond ordinary rentals for compara-  
3 ble apartments during the period of their occupancy. In determining  
4 comparability, consideration shall be given to such factors as building  
5 services, level of maintenance and operating expenses.

6 [~~(v)~~] (ix) The plan may not be amended at any time to provide that it  
7 shall be an eviction plan.

8 [~~(vi)~~] (x) The rights granted under the plan to purchasers under the  
9 plan and to non-purchasing tenants may not be abrogated or reduced  
10 notwithstanding any expiration of, or amendment to, this section.

11 [~~(vii)~~] (xi) After the issuance of the letter from the attorney gener-  
12 al stating that the offering statement or prospectus required in subdi-  
13 vision one of section three hundred fifty-two-e of this article has been  
14 [~~filed~~] accepted for filing, the offeror shall, on the thirtieth, sixti-  
15 eth, eighty-eighth and ninetieth day after such date and at least once  
16 every thirty days until the plan is declared effective or [~~is~~] aban-  
17 doned, as the case may be, and on the second day before the expiration  
18 of any exclusive purchase period provided in a substantial amendment to  
19 the plan, (1) file with the attorney general a written statement, under  
20 oath, setting forth the percentage of [~~the~~] bona fide tenants in occu-  
21 pancy of all dwelling units in the building or group of buildings or  
22 development [~~subscribed for by bona fide tenants in occupancy or bona~~  
23 ~~fide purchasers who represent that they intend that they or one or more~~  
24 ~~members of their immediate family occupy the dwelling unit when it~~  
25 ~~becomes vacant as of the date of such statement and~~] on the date the  
26 offering statement or prospectus was accepted for filing by the attorney  
27 general who have executed and delivered written agreements to purchase  
28 under the plan as of the date of such statement, and (2) before noon on  
29 the day such statement is filed post a copy of such statement in a prom-  
30 inent place accessible to all tenants in each building covered by the  
31 plan.

32 (xii) The tenants in occupancy on the date the attorney general  
33 accepts the plan for filing shall have the exclusive right to purchase  
34 their dwelling units or the shares allocated thereto for ninety days  
35 after the plan is accepted for filing by the attorney general, during  
36 which time a tenant's dwelling unit shall not be shown to a third party  
37 unless he or she has, in writing, waived his or her right to purchase;  
38 subsequent to the expiration of such ninety day period, a tenant in  
39 occupancy of a dwelling unit who has not purchased shall be given the  
40 exclusive right for an additional period of six months from said expira-  
41 tion date to purchase said dwelling unit or the shares allocated thereto  
42 on the same terms and conditions as are contained in an executed  
43 contract to purchase said dwelling unit or shares entered into by a bona  
44 fide purchaser, such exclusive right to be exercisable within fifteen  
45 days from the date of mailing by registered mail of notice of the  
46 execution of a contract of sale together with a copy of said executed  
47 contract to said tenant.

48 (d) The plan provides, if it is an eviction plan, as follows:

49 (i) The plan may not be declared effective unless at least fifty-one  
50 percent of the bona fide tenants in occupancy of all dwelling units in  
51 the building or group of buildings or development on the date the offer-  
52 ing statement or prospectus was accepted for filing by the attorney  
53 general (excluding, for the purposes of determining the number of bona  
54 fide tenants in occupancy on such date, eligible senior citizens and  
55 eligible disabled persons) shall have executed and delivered written  
56 agreements to purchase under the plan pursuant to an offering made in

1 good faith without fraud and with no discriminatory repurchase agree-  
2 ments or other discriminatory inducements.

3 (ii) No eviction proceedings will be commenced against a non-purchas-  
4 ing tenant for failure to purchase or any other reason applicable to  
5 expiration of tenancy until the later to occur of (1) the date which is  
6 the expiration date provided in such non-purchasing tenant's lease or  
7 rental agreement, and (2) the date which is three years after the date  
8 on which the plan is declared effective. Non-purchasing tenants who  
9 reside in dwelling units subject to government regulation as to rentals  
10 and continued occupancy prior to conversion shall continue to be subject  
11 thereto during the period of occupancy provided in this paragraph.  
12 Thereafter, if a tenant has not purchased, he may be removed by the  
13 owner of the dwelling unit or the shares allocated to such dwelling  
14 unit.

15 (iii) No eviction proceedings will be commenced, except as hereinafter  
16 provided, at any time against either eligible senior citizens or eligi-  
17 ble disabled persons. The rentals of eligible senior citizens and eligi-  
18 ble disabled persons who reside in dwelling units not subject to govern-  
19 ment regulation as to rentals and continued occupancy and eligible  
20 senior citizens and eligible disabled persons who reside in dwelling  
21 units with respect to which government regulation as to rentals and  
22 continued occupancy is eliminated or becomes inapplicable after the plan  
23 has been accepted for filing shall not be subject to unconscionable  
24 increases beyond ordinary rentals for comparable apartments during the  
25 period of their occupancy considering, in determining comparability,  
26 such factors as building services, level of maintenance and operating  
27 expenses; provided that such proceedings may be commenced against such  
28 tenants for non-payment of rent, illegal use or occupancy of the prem-  
29 ises, refusal of reasonable access to the owner or a similar breach by  
30 the tenant of his obligations to the owner of the dwelling unit or the  
31 shares allocated thereto.

32 (iv) Eligible senior citizens and eligible disabled persons who reside  
33 in dwelling units subject to government regulation as to rentals and  
34 continued occupancy shall continue to be subject thereto.

35 (v) The rights granted under the plan to eligible senior citizens and  
36 eligible disabled persons may not be abrogated or reduced notwithstand-  
37 ing any expiration of, or amendment to, this section.

38 (vi) Any offeror who disputes the election by a person to be an eligi-  
39 ble senior citizen or an eligible disabled person must apply to the  
40 attorney general within thirty days of the receipt of the election forms  
41 for a determination by the attorney general of such person's eligibil-  
42 ity. The attorney general shall, within thirty days thereafter, issue  
43 his determination of eligibility. The foregoing shall, in the absence of  
44 fraud, be the sole method for determining a dispute as to whether a  
45 person is an eligible senior citizen or an eligible disabled person. The  
46 determination of the attorney general shall be reviewable only through a  
47 proceeding under article seventy-eight of the civil practice law and  
48 rules, which proceeding must be commenced within thirty days after such  
49 determination by the attorney general becomes final.

50 (vii) After the issuance of the letter from the attorney general stat-  
51 ing that the offering statement or prospectus required in subdivision  
52 one of section three hundred fifty-two-e of this article has been  
53 accepted for filing, the offeror shall, on the thirtieth, sixtieth,  
54 eighty-eighth and ninetieth [~~days~~] ~~day~~ after such date and at least once  
55 every thirty days until the plan is declared effective or abandoned, as  
56 the case may be, and on the second day before the expiration of any

1 exclusive purchase period provided in a substantial amendment to the  
2 plan, (1) file with the attorney general a written statement, under  
3 oath, setting forth the percentage of bona fide tenants in occupancy of  
4 all dwelling units in the building or group of buildings or development  
5 on the date the offering statement or prospectus was accepted for filing  
6 by the attorney general who have executed and delivered written agree-  
7 ments to purchase under the plan as of the date of such statement, and  
8 (2) before noon on the day such statement is filed post a copy of such  
9 statement in a prominent place accessible to all tenants in each build-  
10 ing covered by the plan.

11 (viii) If the plan is amended before it is declared effective to  
12 provide that it shall be a non-eviction plan, any person who has agreed  
13 to purchase under the plan prior to such amendment shall have a period  
14 of thirty days after receiving written notice of such amendment to  
15 revoke his agreement to purchase under the plan.

16 (ix) The tenants in occupancy on the date the attorney general accepts  
17 the plan for filing shall have the exclusive right to purchase their  
18 dwelling units or the shares allocated thereto for ninety days after the  
19 plan is accepted for filing by the attorney general, during which time a  
20 tenant's dwelling unit shall not be shown to a third party unless he  
21 has, in writing, waived his right to purchase; subsequent to the expira-  
22 tion of such ninety day period, a tenant in occupancy of a dwelling unit  
23 who has not purchased shall be given the exclusive right for an addi-  
24 tional period of six months from said expiration date to purchase said  
25 dwelling unit or the shares allocated thereto on the same terms and  
26 conditions as are contained in an executed contract to purchase said  
27 dwelling unit or shares entered into by a bona fide purchaser, such  
28 exclusive right to be exercisable within fifteen days from the date of  
29 mailing by registered mail of notice of the execution of a contract of  
30 sale together with a copy of said executed contract to said tenant.

31 (e) The attorney general finds that an excessive number of long-term  
32 vacancies did not exist on the date that the offering statement or pros-  
33 pectus was first submitted to the department of law. "Long-term vacan-  
34 cies" shall mean dwelling units not leased or occupied by bona fide  
35 tenants for more than five months prior to the date of such submission  
36 to the department of law. "Excessive" shall mean a vacancy rate in  
37 excess of the greater of (i) ten percent and (ii) a percentage that is  
38 double the normal average vacancy rate for the building or group of  
39 buildings or development for two years prior to the January preceding  
40 the date the offering statement or prospectus was first submitted to the  
41 department of law.

42 (f) The attorney general finds that, following the submission of the  
43 offering statement or prospectus to the department of law, each tenant  
44 in the building or group of buildings or development was provided with a  
45 written notice stating that such offering statement or prospectus has  
46 been submitted to the department of law for filing. Such notice shall be  
47 accompanied by a copy of the offering statement or prospectus and a  
48 statement that the statements submitted pursuant to subparagraph [~~(vii)~~]  
49 (xi) of paragraph (c) [~~or subparagraph (vii) of paragraph (d)~~] of this  
50 subdivision, whichever is applicable, will be available for inspection  
51 and copying at the office of the department of law where the submission  
52 was made and at the office of the offeror or a selling agent of the  
53 offeror. Such notice shall also be accompanied by a statement that  
54 tenants or their representatives may physically inspect the premises at  
55 any time subsequent to the submission of the plan to the department of  
56 law, during normal business hours, upon written request made by them to

1 the offeror, provided such representatives are registered architects or  
2 professional engineers licensed to practice in the state of New York.  
3 Such notice shall be sent to each tenant in occupancy on the date the  
4 plan is first submitted to the department of law.

5 3. All dwelling units occupied by non-purchasing tenants shall be  
6 managed by the same managing agent who manages all other dwelling units  
7 in the building or group of buildings or development. Such managing  
8 agent shall provide to non-purchasing tenants all services and facili-  
9 ties required by law on a non-discriminatory basis. The offeror shall  
10 guarantee the obligation of the managing agent to provide all such  
11 services and facilities until such time as the offeror surrenders  
12 control to the board of directors or board of managers, at which time  
13 the cooperative corporation or the condominium association shall assume  
14 responsibility for the provision of all services and facilities required  
15 by law on a non-discriminatory basis.

16 4. It shall be unlawful for any person to engage in any course of  
17 conduct, including, but not limited to, interruption or discontinuance  
18 of essential services, which substantially interferes with or disturbs  
19 the comfort, repose, peace or quiet of any tenant in his use or occupan-  
20 cy of his dwelling unit or the facilities related thereto. The attorney  
21 general may apply to a court of competent jurisdiction for an order  
22 restraining such conduct and, if he deems it appropriate, an order  
23 restraining the owner from selling the shares allocated to the dwelling  
24 unit or the dwelling unit itself or from proceeding with the plan of  
25 conversion; provided that nothing contained herein shall be deemed to  
26 preclude the tenant from applying on his own behalf for similar relief.

27 5. Any local legislative body may adopt local laws and any agency,  
28 officer or public body may prescribe rules and regulations with respect  
29 to the continued occupancy by tenants of dwelling units which are  
30 subject to regulation as to rentals and continued occupancy pursuant to  
31 law, provided that in the event that any such local law, rule or regu-  
32 lation shall be inconsistent with the provisions of this section, the  
33 provisions of this section shall control.

34 6. Any provision of a lease or other rental agreement which purports  
35 to waive a tenant's rights under this section or rules and regulations  
36 promulgated pursuant hereto shall be void as contrary to public policy.

37 7. The attorney general is hereby authorized and empowered to adopt,  
38 promulgate, amend and rescind suitable rules and regulations to carry  
39 out the provisions of this section, including issuing waivers of the  
40 requirements of this section to the extent the requirements would not  
41 carry out the intent of this section or the Martin Act.

42 8. The provisions of this section shall only be applicable in the city  
43 of New York.

44 § 2. This act shall take effect immediately and shall only apply to  
45 plans submitted pursuant to section 352-eeee of the general business law  
46 after the effective date of this act.

47

## PART O

48 Section 1. Legislative findings. The legislature finds and declares  
49 that:

50 a. Manufactured homes are a critical source of affordable housing for  
51 residents in New York state.

52 b. Factors unique to home ownership in manufactured home parks in New  
53 York state require that the owners of such manufactured homes be



1 protected from involuntary forfeiture of their homes due to unreasonable  
2 increases in lot rent.

3 c. Homeownership in such manufactured home parks differs from other  
4 forms of homeownership as well as from the traditional landlord-tenant  
5 relationship. Unlike other homeowners, because the manufactured homeown-  
6 ers do not control the land on which their manufactured homes exist,  
7 they have no control over this substantial portion of their housing  
8 costs.

9 d. Vacancies in existing manufactured home parks are extremely rare in  
10 New York state, and the cost of relocating a manufactured home, even if  
11 such a vacancy exists, is prohibitively high and may not be feasible due  
12 to the structural integrity of the home.

13 e. The manufactured homeowners' lack of bargaining power disrupts the  
14 normal operation of market forces and renders such manufactured homeown-  
15 ers captive to whatever terms a manufactured home park owner may choose  
16 to impose. This results in manufactured homeowners being evicted because  
17 of manufactured home parks' rents they can no longer afford, and as a  
18 result, losing their manufactured home and the equity they have built  
19 altogether because there is not an alternative site on which to place  
20 such home.

21 f. Under current law, manufactured homeowners who rent in manufactured  
22 home parks have no legal remedy for an unjustifiable and unreasonable  
23 rent increase.

24 g. The legislature therefore declares that in order to prevent hard-  
25 ship, unjustifiable rent increases, loss of equity, and the dislocation  
26 of residents living in manufactured home parks, the provisions of this  
27 act are necessary to protect the safety and general welfare of manufac-  
28 tured home owners and tenants.

29 § 2. Subdivision a of section 233 of the real property law is amended  
30 by adding two new paragraphs 6 and 7 to read as follows:

31 6. The term "rent-to-own contract" shall mean any agreement between a  
32 manufactured home park owner or operator and a manufactured home renter  
33 which provides that after a specified term or other contingency the  
34 manufactured home renter will take ownership of the rented home.

35 7. The term "rent-to-own payment" shall mean any payment or payments  
36 made by a manufactured home renter pursuant to a rent-to-own contract  
37 which are in addition to rental payments for the rented site and the  
38 rented home.

39 § 3. Paragraphs 1 and 6 of subdivision b of section 233 of the real  
40 property law, paragraph 1 as amended by chapter 566 of the laws of 1996  
41 and paragraph 6 as amended by chapter 561 of the laws of 2008, are  
42 amended to read as follows:

43 [~~1. The manufactured home tenant continues in possession of any~~  
44 ~~portion of the premises after the expiration of his term without the~~  
45 ~~permission of the manufactured home park owner or operator.~~]

46 6. (i) The manufactured home park owner or operator proposes a change  
47 in the use of the land comprising the manufactured home park, or a  
48 portion thereof, on which the manufactured home is located, from manu-  
49 factured home lot rentals to some other use, provided the manufactured  
50 home owner is given written notice of the proposed change of use and the  
51 manufactured home owner's need to secure other accommodations. Whenever  
52 a manufactured home park owner or operator gives a notice of proposed  
53 change of use to any manufactured home owner, the manufactured home park  
54 owner or operator shall, at the same time, give notice of the proposed  
55 change of use to all other manufactured home owners or tenants in the  
56 manufactured home park who will be required to secure other accommo-

1 dations as a result of such proposed change of use. Eviction  
2 proceedings based on a change in use shall not be commenced prior to  
3 [~~six months~~] two years from the service of notice of proposed change in  
4 use [~~or the end of the lease term, whichever is later~~]. Such notice  
5 shall be served in the manner prescribed in section seven hundred thir-  
6 ty-five of the real property actions and proceedings law or by certified  
7 mail, return receipt requested.

8 (ii) Where a purchaser of a manufactured home park certified that such  
9 purchaser did not intend to change the use of the land pursuant to para-  
10 graph (b) of subdivision two of section two hundred thirty-three-a of  
11 this article, no eviction proceedings based on a change of use shall be  
12 commenced until the expiration of sixty months from the date of the  
13 closing on the sale of the park.

14 (iii) (A) The manufactured home park owner or operator shall provide  
15 the manufactured home owner a stipend of up to fifteen thousand dollars  
16 per manufactured home owner, pursuant to a court order. A warrant for  
17 eviction cannot be executed until the stipend has been paid to the manu-  
18 factured home owner being evicted.

19 (B) The court shall calculate the stipend based upon consideration of  
20 the following factors:

21 (1) The cost of relocation of the manufactured home;

22 (2) The number of manufactured homes in the same park that would be  
23 receiving a stipend;

24 (3) The amount the real property is being purchased for;

25 (4) The value of the real property the manufactured home is located  
26 on;

27 (5) The value of the development rights attached to real property  
28 parcel the manufactured home is located on; and

29 (6) Any other factors the court determines are relevant in each case.

30 (C) In the event the manufactured home owner is not removed and the  
31 eviction proceeding is terminated the manufactured home owner shall  
32 return the stipend to the park owner. The weight to be afforded to each  
33 of the various factors is within the discretion of the trial court.

34 § 4. Subdivision e of section 233 of the real property law, as amended  
35 by chapter 566 of the laws of 1996, is amended to read as follows:

36 e. Leases. 1. The manufactured home park owner or operator shall offer  
37 every manufactured home tenant prior to occupancy, the opportunity to  
38 sign a lease for a minimum of one year, which offer shall be made in  
39 writing. All lease offers, including initial and renewal leases, shall  
40 include a rider regarding tenant rights. Such rider shall be in a form  
41 approved or promulgated by the commissioner of housing and community  
42 renewal and which shall be made available to manufactured home park  
43 owners and operators.

44 2. (i) On or before, as appropriate, (a) the first day of October of  
45 each calendar year with respect to a manufactured home owner [~~then in~~  
46 ~~good standing~~] who is not currently a party to a written lease with a  
47 manufactured home park owner or operator or (b) the ninetieth day next  
48 preceding the expiration date of any existing written lease between a  
49 manufactured home owner [~~then in good standing~~] and a manufactured home  
50 park owner or operator, the manufactured home park owner or operator  
51 shall submit to each such manufactured home owner a written offer to  
52 lease for a term of at least twelve months from the commencement date  
53 thereof unless the manufactured home park owner or operator has previ-  
54 ously furnished the manufactured home owner with written notification of  
55 a proposed change of use pursuant to paragraph six of subdivision b of  
56 this section. Any such offer shall include a copy of the proposed lease

1 containing such terms and conditions, including provisions for rent and  
2 other charges, as the manufactured home park owner shall deem appropri-  
3 ate; provided such terms and conditions are consistent with all rules  
4 and regulations promulgated by the manufactured home park operator prior  
5 to the date of the offer and are not otherwise prohibited or limited by  
6 applicable law. Such offer shall also contain a statement advising the  
7 manufactured home owner that if he or she fails to execute and return  
8 the lease to the manufactured home park owner or operator within thirty  
9 days after submission of such lease, the manufactured home owner shall  
10 be deemed to have declined the offer of a lease and shall not have any  
11 right to a lease from the manufactured home park owner or operator for  
12 the next succeeding twelve months.

13 ~~[(ii) For purposes of this paragraph, a manufactured home owner shall~~  
14 ~~be deemed in good standing if he or she is not in default in the payment~~  
15 ~~of more than one month's rent to the manufactured home park owner, and~~  
16 ~~is not in violation of paragraph three, four or five of subdivision b of~~  
17 ~~this section. No manufactured home park owner or operator shall refuse~~  
18 ~~to provide a written offer to lease based on a default of rent payments~~  
19 ~~or a violation of paragraph three, four or five of subdivision b of this~~  
20 ~~section unless, at least thirty days prior to the last date on which the~~  
21 ~~owner or operator would otherwise be required to provide such written~~  
22 ~~offer to lease, the owner or operator notifies the manufactured home~~  
23 ~~owner, in writing, of the default in rent or the specific grounds~~  
24 ~~constituting the violation and such grounds continues up and until the~~  
25 ~~fifth calendar day immediately preceding the last date on which the~~  
26 ~~written offer would otherwise be required to be made.~~

27 ~~(iii)]~~ (ii) For purposes of this paragraph, the commencement date of  
28 any lease offered by the manufactured home park owner to the manufac-  
29 tured home owner shall be the ninetieth day after the date upon which  
30 the manufactured home park owner shall have provided the offer required  
31 pursuant to this paragraph; provided, however, that no such lease shall  
32 be effective if, on such commencement date, the manufactured home owner  
33 is in default of more than one month's rent. In the event the manufac-  
34 tured home owner shall have failed to execute and return said lease to  
35 the manufactured home park owner or operator within thirty days after it  
36 is submitted to the manufactured home owner as required by subparagraph  
37 (i) of this paragraph the manufactured home owner shall be deemed to  
38 have declined to enter said lease.

39 3. No lease provision shall be inconsistent with any rule or regu-  
40 lation in effect at the commencement of the lease.

41 4. If a manufactured home park owner or operator fails to offer a  
42 tenant a lease as provided in this subdivision, the tenant shall have  
43 all the rights of a leaseholder and may not be evicted for other than  
44 the reasons specified in paragraph two, three, four, five or six of  
45 subdivision (b) of this section.

46 5. All rent increases, including all fees, rents, charges, assessments  
47 and utilities, shall be subject and pursuant to section two hundred  
48 thirty-three-b of this article.

49 § 5. Paragraphs 2 and 3 of subdivision g of section 233 of the real  
50 property law, as amended by chapter 566 of the laws of 1996, are amended  
51 to read as follows:

52 2. A manufactured home park owner or operator shall be required to  
53 fully disclose in writing all fees, charges, assessments, including  
54 rental fees, rules and regulations prior to [~~a manufactured home tenant~~  
55 ~~assuming occupancy~~] entering into a rental agreement with a prospective  
56 tenant in the manufactured home park.

1 3. No fees, charges, assessments or rental fees may be increased by  
2 manufactured home park owner or operator without specifying the date of  
3 implementation of said fees, charges, assessments or rental fees which  
4 date shall be no less than ninety days after written notice to all manu-  
5 factured home tenants. Failure on the part of the manufactured home park  
6 owner or operator to fully disclose all fees, charges or assessments  
7 shall prevent the manufactured home park owner or operator from collect-  
8 ing said fees, charges or assessments, and refusal by the manufactured  
9 home tenant to pay any undisclosed charges shall not be used by the  
10 manufactured home park owner or operator as a cause for eviction in any  
11 court of law. Rent, utilities and charges for facilities and services  
12 available to the tenant may not be increased unless a lease has been  
13 offered to the tenant as required by subdivision e of this section.

14 § 6. Subdivision m of section 233 of the real property law, as amended  
15 by chapter 566 of the laws of 1996, is amended to read as follows:

16 m. Warranty of habitability, maintenance, disruption of services. In  
17 every written or oral lease or rental agreement entered into by a manu-  
18 factured home tenant, the manufactured home park owner or operator shall  
19 be deemed to covenant and warrant that the premises so leased or rented  
20 and the manufactured home if rented, including rental through a rent-to-  
21 own contract, and all areas used in connection therewith in common with  
22 other manufactured home tenants or residents including all roads within  
23 the manufactured home park are fit for human habitation and for the uses  
24 reasonably intended by the parties and that the occupants of such prem-  
25 ises and such manufactured homes if rented shall not be subjected to any  
26 conditions which would be dangerous, hazardous or detrimental to their  
27 life, health or safety. When any such condition has been caused by the  
28 misconduct of the manufactured home tenant or lessee or persons under  
29 his direction or control, it shall not constitute a breach of such  
30 covenants and warranties. The rights and obligations of the manufactured  
31 home park owner or operator and the manufactured home tenant shall be  
32 governed by the provisions of this subdivision and subdivisions two and  
33 three of section two hundred thirty-five-b of this article.

34 § 7. Subdivision o of section 233 of the real property law, as amended  
35 by chapter 566 of the laws of 1996, is amended to read as follows:

36 o. Whenever a lease shall provide that in any action or summary  
37 proceeding the manufactured home park owner or operator may recover  
38 attorney's fees and/or expenses [~~incurred as the result of the failure~~  
39 ~~of the tenant to perform any covenant or agreement contained in such~~  
40 ~~lease, or that amounts paid by the manufactured home park owner or oper-~~  
41 ~~ator therefor shall be paid by the tenant as additional rent~~] awarded by  
42 a court, there shall be implied in such lease a covenant by the manufac-  
43 tured home park owner or operator, to pay to the tenant the reasonable  
44 attorney's fees and/or expenses incurred by the tenant to the same  
45 extent as is provided in section two hundred thirty-four of this article  
46 which section shall apply in its entirety. A manufactured home park  
47 owner or operator may not demand that a tenant pays attorneys' fees  
48 unless such fees have been awarded pursuant to a court order.

49 § 8. Subdivision r of section 233 of the real property law, as amended  
50 by chapter 566 of the laws of 1996, is amended to read as follows:

51 r. Limitation on late charges. A late charge on any rental payment by  
52 a manufactured home owner which has become due and remains unpaid shall  
53 not exceed and shall be enforced to the extent of [~~five~~] three percent  
54 of such delinquent payment; provided, however, that no charge shall be  
55 imposed on any rental payment by a manufactured home owner received  
56 within ten days after the due date. In the absence of a specific

1 provision in the lease or the manufactured home park's rules and regu-  
2 lations, no late charge on any delinquent rental payment shall be  
3 assessed or collected. Late charges may not be compounded and shall not  
4 be considered additional rent.

5 § 9. Section 233 of the real property law is amended by adding a new  
6 subdivision y to read as follows:

7 y. 1. No manufactured home park owner or operator shall offer or  
8 execute a rent-to-own contract unless the manufactured park owner or  
9 operator possesses documentation of ownership of the manufactured home,  
10 including a certificate of title to the home, if the home is a manufac-  
11 tured home subject to being titled pursuant to article forty-six of the  
12 vehicle and traffic law, or for mobile homes not subject to being titled  
13 pursuant to such law, such other documentation, which may include a bill  
14 of sale, or deed, sufficient to establish ownership.

15 2. Every rent-to-own contract shall be in writing and clearly state  
16 all terms, including but not limited to: a description of the home to be  
17 leased, including the name of the manufacturer, the serial number and  
18 the year of manufacture; the site number upon which the home is located  
19 in the manufactured home park; an itemized statement of any payments to  
20 be made during the term of the contract, including the initial lot rent,  
21 the rental amount for the home, and the amount of the rent-to-own  
22 payments; the term of the agreement; the number of payments, itemized,  
23 required to be made over the term of the agreement; the annual percent-  
24 age rate of the amount financed, if applicable; and the amount of any  
25 additional fees to be paid during the term. A rent-to-own contract shall  
26 not require a manufactured home tenant to pay any additional fees for  
27 transfer of ownership at the end of the lease period. A rent-to-own  
28 contract shall provide that where the rent-to-own tenant pays all rent-  
29 to-own payments and other fees established in the contract during the  
30 lease term, title transferred at the end of the lease term shall be free  
31 of superior interests, liens or encumbrances.

32 3. Valuations used to determine the fair market value of the manufac-  
33 tured home at the time the rent-to-own contract is entered into, shall  
34 be based on the information provided by an independent system, entity,  
35 publication or publications that provide valuation information for manu-  
36 factured homes adjusted, as appropriate, by reasonable and identifiable  
37 regional market data, such as location, park-specific amenities, trends  
38 and comparable sales.

39 4. Every rent-to-own contract shall clearly state that the manufac-  
40 tured home tenant is occupying a rented home, until ownership is trans-  
41 ferred, and that the manufactured home park owner and operator shall be  
42 responsible for compliance with the warranty of habitability, including  
43 but not limited to all major repairs and capital improvements.

44 5. With the execution of every rent-to-own contract, the manufactured  
45 home park owner or operator shall offer the manufactured home tenant a  
46 lease for the site on which the home is located as provided in subdivi-  
47 sion f of this section, and, if the term of the rent-to-own contract is  
48 longer than the term of the initial site lease, shall offer renewal  
49 leases on the same terms as provided to manufactured home tenants within  
50 the park pursuant to subdivision e of this section, provided that such  
51 renewal lease may not include a rent increase greater than that imposed  
52 on similarly situated manufactured home tenants that own their home  
53 within the park.

54 6. The manufactured home park owner or operator shall provide each  
55 manufactured home tenant who is a party to a rent-to-own contract an  
56 itemized accounting listing all payments made pursuant to the rent-to-

1 own contract. Such accounting shall be provided no less than once each  
2 year, beginning one year from the execution of the rent-to-own contract.  
3 Upon request by a manufactured home tenant, the manufactured home park  
4 owner or operator shall provide such an accounting within ten days of  
5 such request.

6 7. Any successor to ownership of the manufactured home park shall be  
7 bound by the terms of a rent-to-own contract entered into after the  
8 effective date of this subdivision.

9 8. If a manufactured home tenant's tenancy is terminated by the manu-  
10 factured home park owner or operator during the term of a rent-to-own  
11 contract, all rent-to-own payments made during the term of the contract  
12 shall be refunded to the manufactured home tenant; if a manufactured  
13 home park owner or operator fails to refund such payments, in an  
14 eviction proceeding, the court may award the manufactured home renter  
15 damages in the amount of the rent-to-own payments which have not been  
16 refunded.

17 9. It is a violation of this section for a manufactured home park  
18 owner or operator to make any material misrepresentation, either written  
19 or oral, regarding any of the terms of a rent-to-own contract, or to  
20 obtain, or attempt to obtain, a waiver from any manufactured home renter  
21 of any protection or right provided under this subdivision.

22 10. (i) If a manufactured home park owner or operator violates the  
23 provisions of this subdivision or wrongfully evicts a manufactured home  
24 tenant who is a party to a rent-to-own contract, a court may award  
25 damages including treble the economic damages suffered by the manufac-  
26 tured home tenant, which may include all rent-to-own payments. The court  
27 may also provide for reasonable attorney fees and costs of litigation,  
28 and other equitable relief.

29 (ii) Failure of the manufactured home park owner or operator to comply  
30 with this section shall give the manufactured home renter the uncondi-  
31 tional right to cancel the rent-to-own contract and receive immediate  
32 refund of all payments and deposits made on account of or in contem-  
33 plation of the lease with the rent-to-own contract.

34 11. The provisions of this section apply to rent-to-own contracts and  
35 tenants with rent-to-own contracts.

36 § 10. Paragraphs (a) and (c) of subdivision 2 of section 233-a of the  
37 real property law, as added by chapter 561 of the laws of 2008, are  
38 amended to read as follows:

39 (a) If a manufactured home park owner receives a bona fide offer to  
40 purchase a manufactured home park that such manufactured home park owner  
41 intends to accept, or respond with a counteroffer, such manufactured  
42 home park owner shall require the prospective purchaser to provide, in  
43 writing, the certification required by paragraph (b) of this subdivi-  
44 sion, and shall not accept any offer to purchase, nor respond with a  
45 counteroffer until such manufactured home park owner has received such  
46 certification and met the requirements of this section.

47 (c) If a manufactured home park owner takes any action to market or  
48 offer the park for sale, or receives a bona fide offer to purchase a  
49 manufactured home park that such manufactured home park owner intends to  
50 accept or respond to with a counteroffer, [~~such counteroffer~~] a manufac-  
51 tured home park owner shall include a notice stating that such accept-  
52 ance or counteroffer shall be subject to the right of the homeowners of  
53 the manufactured home park to purchase the manufactured home park pursu-  
54 ant to this subdivision. Notwithstanding any provision of law or agree-  
55 ment to the contrary, every [~~acceptance of a counteroffer~~] agreement to  
56 purchase a manufactured home park by a prospective purchaser of a manu-

1 factured home park shall be [~~deemed to be~~] subject to the right of the  
2 homeowners of the manufactured home park to purchase the manufactured  
3 home park pursuant to this subdivision if the purchaser certifies pursu-  
4 ant to paragraph (b) of this subdivision that he or she intends to  
5 change the use of the land.

6 § 11. The first subdivision 3 of section 233-a of the real property  
7 law, as added by chapter 561 of the laws of 2008, is amended to read as  
8 follows:

9 3. (a) If a manufactured home park owner receives a bona fide offer to  
10 purchase a manufactured home park that such manufactured home park owner  
11 intends to accept or respond to with a counteroffer, and the purchaser  
12 has certified pursuant to paragraph (b) of subdivision two of this  
13 section that he intends to change the use of the land, such manufactured  
14 home park owner shall notify:

15 (i) the officers of the manufactured homeowners' association within  
16 such park of [~~the offer to purchase and~~] all the terms thereof; provided  
17 that the park owner has been notified of the establishment of a manufac-  
18 tured homeowners' association and been provided with the names and  
19 addresses of the officers of such association; or

20 (ii) if no homeowners' association exists, all manufactured homeowners  
21 in the manufactured home park; and

22 (iii) the commissioner of housing and community renewal.

23 (b) The manufactured home park owner's notification shall state:

24 (i) the price [~~and~~];

25 (ii) the material terms and conditions of sale [~~or, in the case where~~  
26 ~~such manufactured home park owner intends to make a counteroffer, the~~  
27 ~~price and material terms and conditions~~] upon which such manufactured  
28 home park owner would sell the park;

29 (iii) that the manufactured homeowners have the right to organize a  
30 manufactured homeowners' association or a manufactured homeowners' coop-  
31 erative for the park;

32 (iv) that purchase financing may be available through the New York  
33 state homes and community renewal; and

34 (v) that the manufactured homeowners' association, a cooperative, or  
35 manufactured home owners or tenants have one hundred forty days to exer-  
36 cise their right to purchase the park in accordance with this section.

37 (c) (i) If a manufactured homeowners' association exists at the time  
38 of the offer, the association shall have the right to purchase the park;  
39 provided that the association shall have delivered to the manufactured  
40 home park owner an executed offer to purchase which meets the identical  
41 price, terms, and conditions of the offer or counteroffer provided in  
42 the notice of the manufactured home park owner within one hundred [~~twen-~~  
43 ~~ty~~] forty days of receipt of notice from the manufactured home park  
44 owner, unless otherwise agreed to in writing. During this time period,  
45 the park owner shall not accept a final unconditional offer to purchase  
46 the park.

47 (ii) If an offer to purchase by the association is not delivered with-  
48 in such one hundred [~~twenty~~] forty day period, then, unless the park  
49 owner thereafter elects to offer to sell the park at a price lower than  
50 the price specified in the notice to the homeowners' association or at  
51 terms substantially different from those presented to the association,  
52 the park owner has no further obligations under this section.

53 (iii) If the park owner, after such one hundred [~~twenty~~] forty day  
54 period, elects to offer to sell the park at a price lower than the price  
55 specified in the notice given or at terms substantially different from  
56 those previously presented to the association, then the association

1 shall be entitled to notice thereof and shall have an additional [~~ten~~  
2 thirty days after receipt of notice of the revised terms to deliver to  
3 the park owner an executed offer to purchase which meets the revised  
4 price, terms, and conditions as presented by the park owner.

5 (d) (i) If there is no existing homeowners' association at the time of  
6 the offer, the homeowners shall have the right to purchase the park;  
7 provided the following conditions are met:

8 (A) The manufactured homeowners shall have the right to form a manu-  
9 factured homeowners' association, whether incorporated or not.

10 (B) Such homeowners' association shall include at least fifty-one  
11 percent of all manufactured homeowners, who shall have given written  
12 consent to forming a manufactured homeowners' association. The  
13 provisions of section two hundred twenty-three-b of this article shall  
14 apply to the formation of a manufactured homeowners' association.

15 (C) The association, acting through its officers, shall have given  
16 notice to the park owner of its formation, the names and addresses of  
17 its officers, and delivered an executed offer to purchase the park at  
18 the identical price, terms, and conditions of the offer presented in the  
19 notification given by the park owner within one hundred [~~twenty~~ forty  
20 days of receipt of notice from the park owner, unless otherwise agreed  
21 to in writing. During this time period, the park owner shall not accept  
22 a final unconditional offer to purchase the park.

23 (ii) If the homeowners fail to form a manufactured homeowners' associ-  
24 ation, or if upon the formation of a manufactured homeowners' associ-  
25 ation, the association does not deliver an executed offer to purchase as  
26 set forth in paragraph (a) of this subdivision within the one hundred  
27 [~~twenty~~ forty day period, then, unless the park owner elects to offer  
28 the park at a price lower than the price specified in the notice previ-  
29 ously presented to the homeowners, the park owner has no further obli-  
30 gation under this section; and

31 (iii) If the park owner thereafter elects to sell the park at a price  
32 lower than the price specified in the notice to the homeowners or at  
33 terms substantially different from those previously presented, then the  
34 association shall have an additional [~~ten~~ thirty days after receipt of  
35 notice of the revised terms to deliver to the park owner an executed  
36 offer to purchase which meets the revised price, terms, and conditions  
37 as presented by the park owner.

38 § 12. The real property law is amended by adding a new section 233-b  
39 to read as follows:

40 § 233-b. Manufactured home parks; rent increases. 1. The provisions of  
41 this section shall apply to all manufactured homes located in a manufac-  
42 tured home park as defined in section two hundred thirty-three of this  
43 article, however manufactured homes located in manufactured home parks  
44 that are subject to a regulatory agreement with a governmental entity to  
45 preserve affordable housing or that otherwise limits rent increases are  
46 exempt from the provisions of this section.

47 2. Increases in rent shall not exceed a three percent increase above  
48 the rent since the current rent became effective. In this section, rent  
49 shall mean all costs, including all rent, fees, charges, assessments,  
50 and utilities. Notwithstanding the above, a manufactured home park owner  
51 is permitted to increase the rent in excess of three percent above the  
52 rent since the current rent became effective, due to:

53 (a) Increases in the manufactured home park owner's operating  
54 expenses.

55 (b) Increases in the manufactured home park owner's property taxes on  
56 such park.



1 (c) Increases in costs which are directly related to capital improve-  
2 ments in the park.

3 3. An increase above three percent may be challenged by an aggrieved  
4 manufactured homeowner as unjustified. Multiple aggrieved manufactured  
5 homeowners may join in the same action where there is a common question  
6 of law and fact.

7 4. Within ninety days of the proposed increase, an aggrieved manufac-  
8 tured homeowner may challenge such increase by filing an action in the  
9 court of appropriate subject matter jurisdiction where the real property  
10 is located seeking a declaratory judgment that the rent increase is  
11 unjustifiable.

12 5. In any proceeding under this section there shall be an irrebuttable  
13 presumption that a rent increase is justifiable when the amount of such  
14 increase does not exceed the tenant's pro-rata share in operating costs  
15 and property taxes for the manufactured home park in which the manufac-  
16 tured home owner resides.

17 6. (a) In determining whether a rent increase is permissible, the  
18 court shall consider the provisions of paragraphs (a), (b) and (c) of  
19 subdivision two of this section. Notwithstanding the above, rent  
20 increases shall not exceed six percent above the rent since the current  
21 rent became effective, except upon the approval of a temporary hardship  
22 application by the court. In addition to the provisions of this para-  
23 graph and paragraphs (b) and (c) of this subdivision the court shall  
24 take into account the following factors when determining whether to  
25 grant a temporary hardship application:

26 (i) The amount of increase being sought by the park owners;

27 (ii) The ability of the manufactured home owner to pay such increase  
28 including whether the increase would have an unreasonable adverse impact  
29 on the manufactured home owner;

30 (iii) The amount of time and notice the manufactured home owner may  
31 need in order to pay a temporary rent increase;

32 (iv) The duration the park owners intend for the temporary rent  
33 increase to last;

34 (v) The cause of the hardship the rent increase is being requested to  
35 alleviate, including whether the hardship was due to owner negligence  
36 and malfeasance;

37 (vi) The ability of the park owners to utilize other means besides a  
38 rent increase to alleviate said hardship;

39 (vii) The likelihood that the property the manufactured home park is  
40 located on will go into foreclosure if a temporary rent increase above  
41 six percent is not granted;

42 (viii) Any other factor that will jeopardize the ability of the park  
43 to legally operate.

44 (b) A court order approving a temporary hardship application shall  
45 state for each manufactured home owner:

46 (i) The amount of the rent increase;

47 (ii) The date the rent increase is to take effect;

48 (iii) The date the increase is to end;

49 (iv) The amount the rent will return to; and

50 (v) The court's findings as to the factors necessitating a temporary  
51 increase.

52 (c) Upon a finding by the court that the manufactured home park should  
53 be granted a hardship exemption, the amount of any rent increase shall  
54 be the minimum amount to alleviate the hardship. An order granting a  
55 temporary rent increase shall not exceed six months. The order must be  
56 served on the manufactured home owners and all known legal tenants

1 pursuant to the rules of civil procedure within thirty days of the court  
2 order, the cost of which shall be on the manufactured home park owner.

3 7. The court may condition its approval of any rent increase upon the  
4 redress of conditions in the manufactured home park which threaten the  
5 health and safety of the manufactured home tenant.

6 8. While a challenge to a rent increase pursuant to this section is  
7 pending, manufactured home park tenants shall pay the amount of the rent  
8 increase to the manufactured home park owner who shall hold such amounts  
9 in escrow pending a mediated agreement between the parties or a final  
10 decision from the courts, provided, however, that no manufactured home  
11 park tenant shall be evicted for non-payment of the rent increase prior  
12 to the final disposition of the matter by the court in the county where  
13 the manufactured home park is located. Failure by the manufactured home  
14 park owner to place such challenged rent increase in escrow shall be  
15 punishable by a civil penalty of not more than five hundred dollars. If  
16 the petitioners appeal, the manufactured home park owner may remove the  
17 rent increase funds from escrow, mingle such funds with any other funds,  
18 and commence a nonpayment proceeding in the court of appropriate juris-  
19 isdiction against a tenant who has not paid the increase of rent. If the  
20 court enters a final judgment declaring the rent increases or any part  
21 thereof unjustifiable and impermissible, the manufactured home park  
22 owner shall refund the amount of the impermissible increase to each  
23 tenant household.

24 § 13. Severability. If any provision of this act, or any application  
25 of any provision of this act, is held to be invalid, that shall not  
26 affect the validity or effectiveness of any other provision of this act,  
27 or of any application of any provision of this act, which can be given  
28 effect without that provision or application; and to that end, the  
29 provisions and applications of this act are severable.

30 § 14. This act shall take effect on the thirtieth day after it shall  
31 have become a law.

32 § 2. Severability clause. If any clause, sentence, paragraph, subdivi-  
33 sion, section or part of this act shall be adjudged by any court of  
34 competent jurisdiction to be invalid, such judgment shall not affect,  
35 impair, or invalidate the remainder thereof, but shall be confined in  
36 its operation to the clause, sentence, paragraph, subdivision, section  
37 or part thereof directly involved in the controversy in which such judg-  
38 ment shall have been rendered. It is hereby declared to be the intent of  
39 the legislature that this act would have been enacted even if such  
40 invalid provisions had not been included herein.

41 § 3. This act shall take effect immediately provided, however, that  
42 the applicable effective date of Parts A through O of this act shall be  
43 as specifically set forth in the last section of such Parts.