



Landlord-Tenant Law in New York

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Landlord Tenant Law in New York
Agenda

Michelle P. Quinn, Esq.

A. So Many Choices: Comparing the Various Forms of Residential Multiple Dwellings in New York City

a. Traditional rental buildings

- i. Generally, the entire building is owned by a single person or entity, which acts as the landlord for each unit.
- ii. Each apartment has a lease or rental agreement, which sets forth the terms of the tenancy, in essence, the rights and obligations of the landlord and of the tenant.
- iii. Rentals are usually “free market”, meaning the rental rates, terms and conditions of tenancy are set by whatever the market will bear.

b. Rent-regulated apartments

- i. Refers to those apartments (not the tenancies) that are subject to rent-control or rent-stabilization.
- ii. These programs are administered by the New York State Division of Housing and Community Renewal (DHCR).
- iii. Tenants in rent-controlled apartments rarely (if ever) have leases.
- iv. Tenants in rent-stabilized apartments have an initial one-year or two-year lease and are entitled to renewal for either one-year or two-year terms.
- v. Landlords can elect not to renew, but only for specifically enumerated reasons.

- vi. DHCR annually sets the permitted amount of rent increases for renewal leases. Rents may also be increased by the landlord under certain specified circumstances.
- vii. Tenants may file a complaint with DHCR for a landlord's defaults, including rent overcharges, harassment, and failure to provide essential services.

c. Limited-profit cooperatives

- i. Most commonly these are cooperatives formed under the State or City supervised Mitchell-Lama program or the Housing Development Fund Corporation (HDFC) program.
- ii. Each program is geared toward providing affordable housing for low, moderate and middle income families.
- iii. A Mitchell-Lama cooperative receives low-interest mortgage loans and property tax exemptions. In exchange, there are income and occupancy restrictions and supervision by either DHCR or the New York City Department of Housing Preservation and Development.
- iv. An HDFC cooperative receives loans to construct or rehabilitate housing projects for low-income occupants. In exchange, there are income and occupancy restrictions.

d. Private cooperatives

- i. In a private cooperative, the residents own shares in the corporation which owns the property, which shares represent a particular unit for which the shareholder has a proprietary lease.
- ii. Shareholders share the responsibilities of upkeep and operations, including regular maintenance and major building improvements.

- iii. Governance is through a shareholder-elected board of directors, which makes decisions about the day-to-day operation of the building, as well as capital improvements and the sale and purchase of apartments in the building.
- iv. The board of directors enforces the terms of the bylaws, proprietary lease, and rules and regulations, and has a landlord-tenant relationship with the shareholders.
- v. Operating costs of the building are borne by the shareholders through payment of monthly maintenance obligations, as well as additional expenses such as assessments, utilities, and, in some buildings, charges for parking, gym or storage fees, and late fees.

e. Condominiums

- i. Condominiums are classified as real property, meaning that buyers own the deeds to their units, get mortgages to secure financing, and receive their own tax bill.
- ii. Governance is through a unit-owner elected board of managers, which can enforce the condominium corporation's bylaws and house rules, but does not have a landlord-tenant relationship with the owners.
- iii. The cost of the upkeep of the common areas of the building is borne by the unit owners through payment of monthly common charges.
- iv. Condominiums are generally more expensive to purchase than a comparable cooperative, but the monthly charges are often much lower than the maintenance in a cooperative.

B. Bylaws and Leases and Rules . . . Oh My! - What do the Governing Documents Say?

a. The Bylaws

- i. Set forth the purpose of the corporation and lays out how it is to be governed, and by which the governing body (usually a board) must abide.
- ii. Generally limited to fundamental governance-level issues, such as:
 1. election and powers of directors and officers
 2. annual meetings
 3. form and content of proprietary lease and share certificate
 4. other financial obligations.

b. The Lease

- i. Sets forth the rights and obligations of both the tenants and the corporation for the operation of the building.
- ii. Must specify a shareholder's financial obligations, which includes not just the monthly maintenance (rent) payments but also includes payment of any penalties or other expenses relating to a default.
- iii. Can only be amended by shareholder vote at a meeting called for that purpose.

c. The Rules and Regulations

- i. Sets forth the limitations on a tenant's day-to-day living in the building.
- ii. Must be incorporated into the Lease to become enforceable as a lease default.
- iii. Are amended from time to time by the board, as necessary.

d. Statutory Regulations

- i. The Division of Homes and Community Renewal (DHCR) is the state agency responsible for administering rent regulation throughout New York State.
- ii. The New York City Department of Housing Preservation and Development (HPD) ensures the affordability, availability, and quality of housing in New York City.

e. Owners' Rights and Obligations

- i. Owners must ensure that common areas and individual apartments in their buildings are safe and well maintained.
 - 1. must provide and maintain security measures
 - 2. must provide heat, hot and cold water, good lighting, smoke and carbon monoxide detectors, window guards
 - 3. must keep the building in good repair and in compliance with the Housing Maintenance Code and Multiple Dwelling Law
- ii. Owners must register the building annually with HPD providing certain information including the name and address of the managing agent and contact person for emergencies.

- iii. Owners of rent regulated units must also register rents with DHCR.
- iv. Owners cannot utilize self-help measures (such as lock-outs or harassment) to regain possession of an apartment.
- v. Owners can bring eviction proceedings if tenants do not meet their obligations.

f. Tenants' Rights and Expectations

- i. Tenants are entitled to live in safe, well-maintained buildings that are free from pests, leaks and hazardous conditions.
- ii. Laws protect tenants from harassment by their landlords.
- iii. Tenants may not damage the building, either intentionally or from neglect.
- iv. Tenants are responsible for the actions of their guests.
- v. Tenants have a responsibility to respond to annual owner inquiries regarding window guards and lead paint, and to maintain smoke and carbon monoxide detectors.
- vi. Tenants must obey the terms of the lease, pay rent on time, honor the rights of other tenants and provide access for repairs.

C. Follow the Rules . . . Or Else! - The Consequences of Default

a. Holdover Proceeding

- i. If a tenant violates the terms of the lease or rules, the landlord may seek a tenant's eviction in a summary holdover proceeding in housing court.

b. HP Proceeding

- i. Similarly, in the event a landlord fails to meet its obligations to its tenant, the tenant can pursue enforcement.

c. Common tenant lease defaults:

- i. Performing unauthorized alterations to the apartment
- ii. Harboring a dog in a no-dog building
- iii. Installing a washing machine though prohibited by the lease
- iv. Hoarding or vermin conditions
- v. Excessive noise, smoking or other foul odors
- vi. Unauthorized occupancy

d. Opportunity to cure

- i. In most situations, a tenant is afforded an opportunity to “cure” or remedy these defaults, by removing or ceasing to engage in the prohibited conduct within a specified period of time
- ii. Tenant’s cure of conditions can occur even after trial
- iii. Some conditions may not be cured

e. Eviction

- i. Failure to cure may result in a tenant’s eviction from their apartment

f. Landlord’s costs and fees

- i. In addition to eviction, a tenant may also be charged with the costs incurred by a landlord, including attorneys’ fees
- ii. Recovery of costs and fees must be provided for in the lease
- iii. Reciprocal provision for tenants

g. Landlord's failure to maintain housing conditions

i. Conditions commonly complained about:

1. Heat and hot water
2. Smoke and carbon monoxide detectors
3. Double cylinder locks
4. Key-locked window gates
5. Lead-based paints
6. Mold
7. Mice, roaches, other vermin
8. Window guards
9. Plumbing
10. Broken windows
11. Broken plaster
12. Lighting/electrical issues
13. Sanitary conditions
14. Stairs
15. Building conditions

ii. Tenants in privately owned buildings should first contact the building manager or owner, verbally or in writing.

iii. Tenants may also file a complaint with the city (and with the state if the apartment is rent-regulated) by calling 311.

1. After a complaint is filed, it is forwarded to HPD.
2. HPD contacts the owner to advise the owner of the complaint.
3. HPD may also contact the tenant to confirm whether or not the condition has been corrected.
4. If there is no confirmation, an HPD inspector may be sent to the location to investigate.
5. The inspector may issue a violation, which the owner will have a specified amount of time to correct, depending upon the severity of the violation.
6. Once a violation has been corrected, it is the owner's responsibility to notify HPD that the condition has been corrected through a certification process.

iv. Tenants may also bring an "HP" proceeding in housing court to compel an owner to perform certain repairs.

h. Limited remedies in condominiums

- i. Condominium boards may enforce terms of governing documents, but not in an eviction proceeding in housing court

D. It's All about the Money, Money, Money – When Neighbors Don't Pay

a. Nonpayment Proceedings

- i. If a landlord-tenant relationship exists and a tenant fails to pay their monthly rent or maintenance, a landlord may seek a tenant's eviction in a summary nonpayment proceeding in housing court.

- ii. A tenant's failure to pay even a few months of rent can place a strain on the operation of a building, especially in a cooperative.

b. Warranty of Habitability

- i. If there are defective conditions in the apartment, the tenant may raise the defense of the warranty of habitability to offset payment of rent
 - 1. applies to traditional rental buildings
 - 2. applies to rent-regulated apartments
 - 3. applies to limited-profit cooperatives
 - 4. applies to private cooperatives
 - 5. does not (generally) apply to condominiums

c. Condominium remedies

- i. In a condominium, where a unit owner fails to pay common charges, a board has the option of
 - 1. filing a lien against the unit and then bringing a foreclosure action forcing the sale of the unit, or
 - 2. bringing a plenary civil action may be brought to obtain a money judgment, or
 - 3. both. These remedies are not exclusive, and each has advantages and drawbacks
- ii. In a condominium, since there is no landlord-tenant relationship, the defense of warranty of habitability does not apply since the unit owner controls the conditions in the apartment
 - 1. violations may be issued against the building for defective conditions in a unit

2. unit owner must correct and indemnify the building for any fines or damages incurred
- iii. If a unit owner has rented their unit, the board may assume the rents and direct the tenants to pay the condominium corporation directly under RPL 339-kk
 1. board may send a notice directly to rental tenant
 2. payment by a rental tenant to the condominium corporation pursuant to said notice relieves tenant from paying unit owner and is complete defense to any nonpayment proceeding brought by unit owner

E. He Said/She Said – When Neighbors Don’t Get Along

a. Common neighbor issues

- i. Certain conduct that constitutes a violation can affect a shareholder’s neighbors, most often excessive noise, foul odors, smoking, and hoarding conditions

b. Landlord’s obligation to enforce

- i. A landlord has an obligation to enforce the terms of its governing documents equally against each of its tenants

c. Evidentiary requirements

- i. The complaining neighbor must:
 1. bring the offending conduct to the attention of the landlord,
 2. have a record of the specific dates, times, and nature of the conduct, and
 3. be prepared to testify at trial regarding the specifics of the complaints

F. Getting In and Staying In – Governance of Regulated Tenancies

a. Restrictions on Occupancy

- i. In regulated and subsidized tenancies, such as rent control, rent stabilization, and Mitchell-Lama, where tenancies are strictly governed by certain state or city agencies, there are restrictions on becoming and staying a tenant
- ii. The tenant must comply with terms of both the lease/occupancy agreement and governing HPD or DHCR regulations
- iii. The tenant of record must maintain the subject apartment as their primary residence at all times
 1. this means they have to be able to demonstrate that they spend at least 183 days per year in the apartment.
 2. burden is on the tenant to prove
- iv. To qualify for succession after the tenant of record dies or vacates the apartment, the remaining occupant must demonstrate:
 1. that they are a family member of the tenant of record, and
 2. that they co-resided with the tenant of record for two years (one year if the applicant is disabled or is over 62 years old) prior to the death or vacatur of the tenant of record

b. Eviction proceedings

- i. A landlord may commence eviction proceedings if:
 1. the tenant of record does not maintain the apartment as their primary residence, or

2. an applicant does not meet the requirements for succession
 3. the tenant violates the lease/occupancy agreement, HPD or DHCR regulations, or other violations of law (e.g. drugs, prostitution, gambling)
 4. the tenant fails to pay rent/common charges
- ii. For lease defaults other than the obligation to pay rent, a landlord of a Mitchell-Lama building must first go through an administrative proceeding before HPD to get a Certificate of Eviction before going to housing court

G. Get Out! – Pursuing Eviction Proceedings

a. Summary proceedings in Civil Court

- i. Summary proceedings are statutory remedies, and are a very technical field of landlord-tenant law, requiring strict compliance with statutory language
- ii. The fundamental difference between the two kinds of eviction proceedings is the continuing existence of the landlord-tenant relationship
 1. in a nonpayment proceeding
 - a. lease remains in full force and effect until the entry of a final judgment and issuance of a warrant of eviction
 - b. issuance of a warrant cancels the landlord-tenant relationship
 2. in a holdover proceeding
 - a. either the landlord-tenant relationship either never existed, or

- b. landlord-tenant relationship was terminated prior to the commencement of the proceeding based on a lease default or expiration of the lease term

iii. Nonpayment proceedings

1. Four requirements:

- a. person (or entity) to be removed is a tenant
- b. person (or entity) to be removed is in possession of the property
- c. person (or entity) to be removed has defaulted in the payment of rent
- d. there has been a prior demand for payment of rent

2. Rent demand

- a. condition precedent to the commencement of proceeding
- b. oral demand must be definite and unequivocal, and is the burden of the landlord to prove
- c. written demand be a good-faith approximation of the period during which the arrears accrued and the amount owed
- d. demand must include:
 - i. proper name of tenant as appears on lease and/or any amendments/assignments
 - ii. detailed accounting of accrual of arrears, including description, date and amount of all charges and credits posted

- iii. required number of days for the notice and a date certain by which the tenant must pay
- iv. a demand for either payment of arrears or surrender of possession of premises
- e. service of the rent demand
 - i. must be made in the same manner as a petition
 - ii. best practice is to use licensed process server

iv. Holdover proceedings

1. if there is a landlord-tenant relationship, may be maintained when:
 - a. person (or entity) to be removed is a tenant
 - b. person (or entity) to be removed is in possession of the property
 - c. person (or entity) to be removed holds over after the expiration of his/her term
 - d. person (or entity) is holding over without the permission of the landlord
2. if there is no landlord-tenant relationship, may be maintained when:
 - a. the property was sold by virtue of an execution and new owner wants to remove the tenant/occupant
 - b. the property is being occupied for cultivation for a share of the crops and the term of the agreement has expired

- c. against a squatter
 - d. the property was sold for unpaid taxes, the right of redemption has expired, and the new owner want to remove the tenant/occupant
 - e. the property was sold in foreclosure and the deed exhibited by the new owner to the tenant/occupant
 - f. against the tenant/occupant under a life estate after the life estate has expired
 - g. against a licensee, after the license has expired or been revoked, or the licensor is no longer entitled to possession of the property
 - h. against a former owner after title has been conveyed to a purchaser for value
 - i. against a contract vendee which is to be closed within 90 days, and the vendee defaults in closing
 - j. against a person who enters and remains in possession by force or unlawful means and neither he nor his predecessor was in quiet possession for three years before the time of the forcible or unlawful entry
 - k. against a person formerly employed by the petitioner and the use of the premises was an incident of employment and the time agreed upon for such possession has expired (or, where there is no fixed term, where the employment has terminated)
3. regardless of the landlord-tenant status, may be maintained where a tenant is using the premises for an illegal or criminal purpose

4. Predicate notice

- a. similar to a rent demand, a predicate notice informs a tenant of the basis for the proceeding
- b. no predicate notice required for holdovers based on:
 - i. expiration of lease term (provided no rent collected after expiration of lease term)
 - ii. proceeding based on use of premises for an illegal or criminal purpose
- c. if a tenant has materially defaulted in one or more of the terms of the lease, a landlord must issue a notice specifying
 - i. the nature of the default and
 - ii. the provision the tenant violated
- d. may be designated a Notice to Cure or Notice of Default, depending on the nature of the violation
- e. the manner of service of the predicate notice is generally provided for in the lease
- f. must specify what the tenant must do to cure the default, if possible
- g. must specify the date by which the cure must be completed
 - i. add 5 days for service by regular mail
 - ii. add 1 day for service by overnight mail

5. Basis for Notice to Cure or Notice of Default

- a. must be specific and detailed, including factual allegations, dates and times
- b. may not merely track statutory language
- c. should include specific language of lease provision of which the tenant is in violation, or at least the paragraph or section number

6. Basis for Notice of Non-Renewal (for rent-stabilized tenancies)

- a. intended occupancy by owner or owner's immediate family
- b. recovery of apartment for not-for-profit institution
- c. apartment is not occupied by the tenant as his/her primary residence
- d. owner, in good faith, is removing the premises from the rental market for all purposes
- e. owner intends to demolish the building

7. Termination notice

- a. if the tenant fails to cure the default within the time prescribed, the landlord may then terminate the lease by issuing a Notice of Termination
 - i. must state the date upon which the lease is deemed terminated
 - ii. must be served in same manner as the predicate notice

- b. if the tenant is month-to-month, the landlord must serve a 30-day notice
 - i. must be served in the same manner as a petition
 - ii. the expiration date must be consistent with the month-to-month term and should coincide with the term for which rent is paid
- c. acceptance of rent after the expiration of the lease termination may vitiate the notice
 - i. landlord must show that acceptance of rent was inadvertent
 - ii. payment must be promptly returned

v. Commencement of Summary Eviction Proceedings

- 1. Landlord may commence eviction proceedings in the event:
 - a. a tenant fails to pay in full within the time prescribed in the rent demand
 - b. a tenant fails to remedy the condition or vacate the premises as described in the predicate notice
- 2. Notice of Petition – must include:
 - a. in a nonpayment proceeding, gives tenant notice of the amount demanded
 - b. in a nonpayment proceeding, instructs tenant to answer the petition within statutory period, which results in court date being scheduled by clerk
 - c. in a holdover proceeding, sets forth the date, time and location of the hearing

- i. date cannot be less than 5 days nor more than 12 days from the date of service
- d. advises tenant that failure to raise claim or defense may result in waiver of that claim or defense at trial
- e. advises tenant that the landlord can ask for use and occupancy during pendency of proceeding upon second adjournment request made by tenant

3. Petition – must include:

- a. petitioner-landlord's interest in the premises sought to be recovered
- b. respondent-tenant's interest in the premises and his/her relationship to the petitioner-landlord
- c. a description of the premises sought to be recovered
 - i. must include sufficient detail for marshal/sheriff to locate the premises in the event of eviction
- d. the facts upon which the proceeding is based
 - i. in a nonpayment proceeding, this includes:
 - 1. the tenant's rent default
 - 2. the landlord's demand for rent
 - 3. the tenant's failure to cure the rent default, and
 - 4. that the tenant continues in possession without the permission of the landlord

5. a copy of the rent demand and
 6. affidavit of service should be annexed
- ii. in a holdover proceeding, this includes:
 1. the expiration of the tenant's lease term or circumstances under which the landlord terminated the lease
 2. that the tenant continues in possession without the permission of the landlord
 3. a copy of the predicate notice and affidavit of service should be annexed
- e. whether the premises is located within a multiple dwelling
 - i. must allege current registration information
 - f. the rent regulatory status of the premises sought to be recovered
 - i. if rent regulated, compliance with rent regulation laws and regulations
 - g. description of all of the relief sought
 - i. final judgment of possession
 - ii. issuance of a warrant of eviction
 - iii. money judgment
 - iv. payment of use and occupancy during pendency of proceeding
 - v. attorneys' fees and expenses, if authorized

- h. all known occupants of the premises should be named as respondents and served with petition
 - i. if identity unknown, name “John Doe” and “Jane Doe” so that subsequently discovered occupants may be substituted as respondents
- 4. service of the notice of petition and petition must be in accordance with RPAPL §735 and proof of service must be filed within 72 hours of completion of service

vi. Service of Process

- 1. Service of a predicate notice or petition is required is governed by RPAPL 735
 - a. failure to comply will result in dismissal of the proceeding without prejudice
 - b. tenant’s actual receipt, actual knowledge, or actual appearance in court does not confer personal jurisdiction
- 2. RPAPL §735 authorizes three (3) methods of service
 - a. personal (in-hand) delivery to the respondent
 - b. delivery of a person of suitable age and discretion who resides at the subject premises (known as substituted service)
 - i. must be followed by both certified and regular mailing at subject premises and any other known address
 - ii. mailing must be made within one (1) day after substitute service

- c. affixing to the entrance door or a prominent part, or placing under the entrance door, of the premises sought to be recovered (known as conspicuous place service)
 - i. must be followed by both certified and regular mailing at subject premises and any other known address
 - ii. mailing must be made within one (1) day after conspicuous place service
 - iii. may only be made after reasonable application to effectuate either personal or substitute service has been made but unsuccessful in doing so
 - 1. “reasonable application” means at least two (2) different attempts on different days and times of the day
- 3. Affidavit of service must be filed with the court within three (3) days of personal service (if made) or within three (3) days after mailings for substitute or conspicuous place service
- 4. When a question of fact exists about whether service was properly made, a traverse hearing must be held
 - a. process server must testify as to circumstances and manner of service
 - b. process server’s log book and GPS tracking information offered to substantiate process server’s testimony
 - c. respondent must overcome presumption of service set forth in process server’s affidavit with specific facts and circumstances

vii. Defenses to Summary Proceedings

1. traverse/service of process/lack of personal jurisdiction
2. required elements of petition omitted or misstated, such as
 - a. incorrect or incomplete description of the premises
 - b. inaccurate description of each party's interest in the premises
 - c. rent regulatory status not described
 - d. multiple dwelling registration information missing
3. defective predicate notice
 - a. predicate notices are not amendable
4. predicate notice vitiated by acceptance of rent after lease termination
5. breach of lease waived by acceptance of rent after landlord has knowledge of the breach
6. predicate notice is stale
7. incorrect calculation of rent, payment of rent, and/or rent not owed
8. constructive eviction or actual eviction
9. retaliatory eviction

viii. Trials and Settlements

1. Landlord's prima facie case consists of:

- a. proof that the petitioner is the owner, net lessee, sublessor, or receiver, or is otherwise authorized to maintain the proceeding
 - i. generally certified copies of property deed used as evidence
- b. proof of the building's multiple dwelling registration status
 - i. generally certified copies of the multiple dwelling registration statement used as evidence
- c. except in month-to-month tenancies, proof of the lease between the parties
- d. except for a holdover proceeding based on the natural expiration of the lease, the predicate notice or rent demand, and notice of termination, plus proof of service of their service
- e. in a nonpayment proceeding, proof that the rent demanded is owed
 - i. generally a rent ledger reflecting each month's rent charged and payments made since last zero balance is used as evidence
 - ii. ledger must be authenticated by a witness with personal knowledge of the contents who can explain and confirm its accuracy
- f. in a lease violation holdover proceeding, proof of respondent's breach and failure to cure breach by deadline set forth in notice

- i. generally testimonial and documentary evidence used
2. At the conclusion of its prima facie case, petitioner should ask the court
 - a. to amend the pleadings to add rent (in nonpayment proceedings) or use and occupancy (in holdover proceedings) that has accrued during the pendency of the proceeding
 - b. to conform the pleadings to the proof adduced at trial
 - c. to take judicial notice of the pleadings and proof contained in the court file
3. The majority of landlord-tenant proceedings settle without the need for a trial
4. Most common settlements are:
 - a. a payment schedule in a nonpayment proceeding
 - b. respondent's agreement to vacate within a specified time in a holdover proceeding
 - c. settlements in both types of proceedings will include
 - i. a judgment of possession and possibly a money judgment in the petitioner's favor
 - ii. the immediate issuance of a warrant of eviction
 - iii. execution of the warrant stayed based on the compliance with the terms of the stipulation

iv. acceleration of the warrant in the event of respondent's non-compliance

5. If a respondent fails to comply with a stipulation, he or she may seek to obtain an order to show cause from the court to stop the eviction, but must show good cause, such as

a. ability to pay if given more time

b. new lease for alternate premises with a commencement date shortly after the agreed-upon vacate date

c. diligent efforts to obtain alternate housing accommodations without success

d. any stay or extension of time is generally conditioned on the payment of rent or use and occupancy

b. Ejectment actions

i. Rarely used, but the purpose is to enforce right of entry in real property

ii. Similar to a landlord-tenant proceeding, but used when

1. additional relief is requested, such as a declaratory judgment, injunctive relief, or

2. when a landlord cannot maintain a summary proceeding due to non-compliance with registration requirements or the tenancy violates the certificate of occupancy for the building

iii. There is no requirement for service of a predicate notice

iv. Ejectment actions take longer to pursue, but disclosure is as of right and does not require court permission

REFERENCES

Rent Control

9 NYCRR §2100 through §2110

Rent Stabilization

9 NYCRR §2500 through §2511

Housing Development Fund Corporations

NY PHFL §570 through §582

State-supervised Mitchell-Lama programs

NY PHFL §10 through §37

9 NYCRR §1700 through §1760.7

City-supervised Mitchell-Lama programs

NY PHFL §10 through §37

28 RCNY §3-01 through §3-25

Private Cooperatives

NY Bus. Corp. Law §101 through §1614

Condominiums

NY RPL §339-d through §339-kk

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