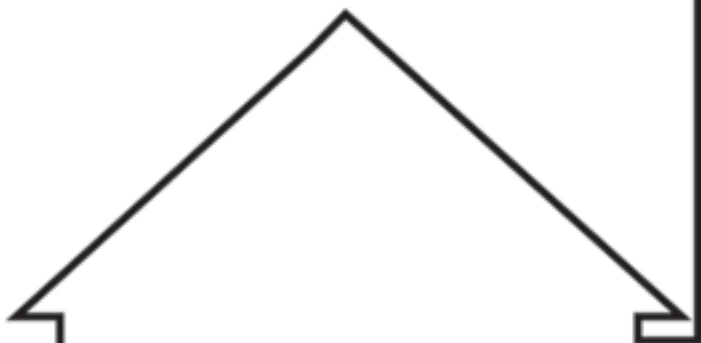


# TENANTS' RIGHTS GUIDE



ERIC T. SCHNEIDERMAN  
Attorney General

**ERIC T. SCHNEIDERMAN**  
**Attorney General**



Dear New Yorker:

My office receives many inquiries concerning landlord/tenant matters. To assist you, we are pleased to provide our Tenant's Rights Guide, which summarizes and explains the laws tenants need to know. We hope you find this guide useful as a first source for any tenant issues you may have.

Tenants who are concerned about cooperative and condominium housing, topics not addressed in this guide, should contact my office's Real Estate Financing Bureau.

Should you need additional assistance or information about landlord/tenant matters, we have provided you with useful contacts at the end of this guide.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Schneiderman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Eric T. Schneiderman

## TABLE OF CONTENTS

<b>INTRODUCTION</b> .....	1
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### TYPES OF HOUSING

Rent Regulated Housing.....	1
Rent Control.....	1
Rent Stabilization.....	2
Government-Financed Housing.....	3
Special Types of Housing.....	3

### LEASES

What is a Lease?.....	4
Lease Provisions.....	4
Renewal Leases.....	5
Month-to-Month Tenants.....	6

### RENT

Rent Charges.....	6
Rent Overcharges.....	8
Rent Security Deposits.....	9

### LEASE SUCCESSION OR TERMINATION

Subletting or Assigning Leases.....	10
Apartment Sharing.....	13
Lease Succession Rights.....	13
Senior Citizen Lease Terminations.....	15
Lease Terminations for Military Personnel.....	16
Lease Terminations for Victims of Domestic Violence.....	16
Eviction.....	16

### HABITABILITY AND REPAIRS

Warranty of Habitability.....	18
Landlords' Duty of Repair.....	19
Lead Paint.....	20

## SAFETY

Smoke Detectors.....	21
Carbon Monoxide Detectors.....	21
Crime Prevention.....	22
Entrance Door Locks and Intercoms.....	22
Lobby Attendant Service.....	22
Elevator Mirrors.....	23
Individual Locks, Peepholes and Mailboxes.....	23
Window Guards.....	23

### UTILITY SERVICES

Heating Season.....	24
Truth in Heating.....	25
Hot Water.....	25
Continuation of Utility Service.....	25
Oil Payments.....	25

### TENANTS' PERSONAL PROTECTIONS

Tenant Organizations.....	26
Retaliation.....	26
Right to Privacy.....	26
Disabilities.....	27
Discrimination.....	27
Harassment.....	28
Pets.....	29

### FINDING AN APARTMENT

Real Estate Brokers.....	29
Apartment Information Vendors and Sharing Agencies.....	30

### RESOURCES

Regional Offices of the Attorney General.....	31
NYS Division of Housing and Community Renewal.....	32
Other Useful Contacts.....	32-35-
To Find Out More.....	36

## **INTRODUCTION**

This booklet is designed as a guide to highlight some of the principal rights of residential tenants in this state. These rights are protected by a variety of federal, state and local laws. In addition, those areas of the State which are subject to rent stabilization, rent control or other rent regulation, may have special rules applicable to certain dwellings. Tenants are advised to consult a lawyer regarding particular situations that are of concern to them.

## **TYPES OF HOUSING**

### **RENT REGULATED HOUSING**

Rent control and rent stabilization are the two types of rent regulation in New York State. If an apartment is not subject to these regulations, it is considered "unregulated."

An individual tenant's rights will depend in part upon which regulations apply, although some apartments may fall under more than one category. While tenants in rent regulated or federally subsidized apartments have special rights, many of the procedural rules relevant to unregulated apartments also apply to regulated apartments. To inquire whether or not an apartment is regulated, contact the New York State Division of Housing and Community Renewal (DHCR).

### **RENT CONTROL**

Rent control limits the rent an owner may charge for an apartment and restricts the right of the owner to evict tenants. The rent control program applies to residential buildings constructed before February, 1947 in municipalities that have not declared an end to the postwar rental housing emergency. Rent control is still in effect in New York City and parts of Albany, Erie, Nassau, Rensselaer, Schenectady, and Westchester counties.

In order for an apartment to be under rent control the tenant must have been living there continuously since before July 1, 1971. When a rent controlled apartment is vacated in New York City or most other localities, it becomes rent stabilized or

completely removed from regulation.

In New York City, each rent controlled apartment has a maximum base rent that is adjusted every two years to reflect changes in operating costs. Tenants may challenge increases if the rent being charged by the landlord exceeds the legal regulated rent, the building has housing code violations, the owner's expenses do not warrant an increase, or the owner is not maintaining essential services.

## **RENT STABILIZATION**

Generally, in New York City, apartments are under rent stabilization if they are in buildings of six or more units built between February 1, 1947 and December 31, 1973. Tenants in buildings built before February 1, 1947, who moved in after June 30, 1971, are also covered by rent stabilization. A third category of rent stabilized apartments covers buildings with three or more apartments constructed or extensively renovated on or after January 1, 1974 with special tax benefits. Outside New York City, rent stabilized apartments are generally found in buildings with six or more apartments that were built before January 1, 1974.

Local Rent Guidelines Boards in New York City, Nassau, Rockland and Westchester counties set maximum rates for rent increases once a year which are effective for one or two year leases beginning on or after October 1 each year. Tenants in rent stabilized apartments are entitled to receive required essential services and to have their leases renewed, and may not be evicted except on grounds allowed by law.

Any apartment with a monthly rent of \$2,000 or more per month becomes deregulated when it becomes vacant. Occupied apartments may be deregulated when the legal regulated rent for the apartment reaches \$2,000 or more and the apartment's occupants have a total annual income in excess of \$175,000 per year in each of the two years preceding the deregulation. Total annual income is the sum of the annual incomes of all persons (other than subtenants) who occupy the apartment as their primary residence on a non-temporary basis. A tenant in a unit that becomes deregulated in this manner may be offered a rent at the prevailing market rate.

## **GOVERNMENT-FINANCED HOUSING**

The Mitchell-Lama housing program provides rental and cooperative housing for middle-income tenants. For both state-sponsored and city-sponsored Mitchell-Lama developments, tenants must meet eligibility requirements including income, family size, and apartment size. Additionally, each development sets its own restrictions.

Public housing is a federally funded program in which state-chartered public housing authorities develop and manage public housing developments. Public housing in New York is subject to federal, state, and local laws and regulations. Tenants in public housing are entitled to an administrative grievance process administered by the local housing authority before they may be evicted.

The Section 8 Housing Assistance Payments program is a rent subsidy program that assists eligible low-income families in obtaining housing. Families receive a rental subsidy, known as a housing assistance payment, equal to the difference between their share of the rent and the rent charged by the owner. Eligible families and individuals are subject to statutory income limits.

## **SPECIAL TYPES OF HOUSING**

The rights, duties and responsibilities of manufactured and mobile home parks' owners and tenants are governed by Real Property Law § 233, popularly known as the "Mobile Home Owner's Bill of Rights". The DHCR has the authority to enforce compliance with this law.

The rights, duties and responsibilities of New York City loft owners and tenants are governed by Multiple Dwelling Law, Article 7-C. The New York City Loft Board has the authority to enforce this law.

The rights, duties and responsibilities of New York City residential hotel owners and tenants are governed by the rent stabilization law. The DHCR has the authority to enforce compliance with this law.

## LEASES

### WHAT IS A LEASE?

A lease is a contract between a landlord and a tenant which contains the terms and conditions of the rental. It cannot be changed while it is in effect unless both parties agree. Leases for apartments which are not rent stabilized may be oral or written. However, to avoid disputes the parties may wish to enter into a written agreement. A party must sign the lease in order to be bound by its terms. An oral lease for more than one year cannot be legally enforced. General Obligations Law § 5-701.

At a minimum, leases should identify the premises, specify the names and addresses of the parties, the amount and due dates of the rent, the duration of the rental, the conditions of occupancy, and the rights and obligations of both parties. Except where the law provides otherwise, a landlord may rent on such terms and conditions as are agreed to by the parties. Any changes to the lease should be initialed by both parties.

New York City rent stabilized tenants are entitled to receive from their landlords a fully executed copy of their signed lease within 30 days of the landlord's receipt of the lease signed by the tenant. The lease's beginning and ending dates must be stated. Rent stabilized tenants must also be given a rent stabilization lease rider, prepared by DHCR, which summarizes their rights under the law and provides specific information on how the rent was calculated.

### LEASE PROVISIONS

Leases must use words with common and everyday meanings and must be clear and coherent. Sections of leases must be appropriately captioned and the print must be large enough to be read easily. General Obligations Law § 5-702; NY C.P.L.R. § 4544.

The following lease provisions are void:

- Exempting landlords from liability for injuries to per-

sons or property caused by the landlord's negligence, or that of the landlord's employees or agents

- Waiving the tenant's right to a jury trial in any lawsuit brought by either of the parties against the other for personal injury or property damage
- Requiring tenants to pledge their household furniture as security for rent
- General Obligations Law § 5-321; Real Property Law § 259-c and § 231.

If a lease states that the landlord may recover attorney's fees and costs incurred if a lawsuit arises, a tenant automatically has a reciprocal right to recover those fees as well. Real Property Law § 234.

If the court finds a lease or any lease clause to have been unconscionable at the time it was made, the court may refuse to enforce the lease or the clause in question. Real Property Law § 235-c.

## **RENEWAL LEASES**

For non-rent regulated apartments, a tenant may only renew the lease with the consent of the landlord and may be subject to eviction at the end of the lease term. However, a lease may contain an automatic renewal clause. In such case, the landlord must give the tenant advance notice of the existence of this clause between 15 and 30 days before the tenant is required to notify the landlord of an intention not to renew the lease. General Obligations Law § 5-905.

Rent stabilized tenants have a right to a one or two year renewal lease, which must be on the same terms and conditions as the prior lease. A landlord's acceptance of a Section 8 subsidy is one such term which must be continued on a renewal lease. Landlords may refuse to renew a lease only in certain enumerated circumstances, such as when the tenant is not using the premises as a primary residence. For New York City rent stabilized tenants, the landlord must give timely written notice to the tenant of the right to renewal as required



by law.

After the notice of renewal is given, the tenant has 60 days in which to accept. If the tenant does not accept the renewal offer within the prescribed time, the landlord may refuse to renew the lease and seek to evict the tenant through court proceedings. If the tenant accepts the renewal offer, the landlord has 30 days to return the fully executed lease to the tenant. Until returned to the tenant, the lease is not effective, and therefore the rent increase portion need not be paid.

## **MONTH-TO-MONTH TENANTS**

Tenants who do not have leases and pay rent on a monthly basis are called “month-to-month” tenants. In localities without rent regulation, tenants who stay past the end of a lease are treated as month-to-month tenants if the landlord accepts their rent. Real Property Law § 232-c.

A month-to-month tenancy outside New York City may be terminated by either party by giving at least one month’s notice before the expiration of the tenancy. For example, if the landlord wants the tenant to move out by November 1 and the rent is due on the first of each month, the landlord must give notice by September 30. In New York City, 30 days’ notice is required, rather than one month.

The termination notice need not specify why the landlord seeks possession of the apartment, only that the landlord elects to terminate the tenancy and that refusal to vacate will lead to eviction proceedings. Such notice does not automatically allow the landlord to evict the tenant. A landlord may raise the rent of a month-to-month tenant with the consent of the tenant. If the tenant does not consent, however, the landlord can terminate the tenancy by giving appropriate notice. Real Property Law § 232-a and § 232-b.

## **RENT**

### **RENT CHARGES**

When an apartment is not rent regulated, a landlord is free to charge any rent agreed upon by the parties. If the apart-

ment is subject to rent regulation, the initial rent and subsequent rent increases are set by law.

Maximum rent increases for rent stabilized apartments are set each year by the Rent Guidelines Board. In addition, landlords of rent stabilized apartments may seek rent increases for certain types of building-wide major capital improvements (MCI) that benefit all tenants, such as the replacement of a boiler or the installation of new equipment. Rents may be increased in individual apartments for substantial increases in dwelling space, new equipment, improvements or furnishings.

The landlord must file an application with DHCR for the increase within two years after making the improvements. With the consent of the tenant, the landlord may seek a monthly rent increase for improvements made to an apartment for up to 1/40 of the cost of such improvements, including installation but excluding finance charges. Tenants are given the opportunity to challenge the rent increase. No rent adjustment may be charged until DHCR approves the application.

For rent stabilized apartments in New York City, the rent adjustment collectible in any one year may not exceed six percent of the tenant's rent. Adjustments above the six percent cap can be spread forward to future years. For all rent controlled or stabilized apartments outside New York City, the permanent adjustment collectible in any one year may not exceed fifteen percent of the tenant's rent.

Additionally, a landlord may increase the rent because of hardship or increased labor costs. For rent controlled apartments in New York City, the rent may also be adjusted according to changes in the prices of various types of heating fuels.

Tenants who are senior citizens (62 years or older) or who are disabled may be granted certain exemptions from rent increases. Tenants may determine whether they qualify for a Senior Citizen Rent Increase Exemption (SCRIE) or a Disability Rent Increase Exemption (DRIE) by calling the DHCR's Rent InfoLine at (718) 739-6400.

Landlords must provide tenants with a written receipt when

rent is paid in cash, a money order, a cashier's check or in any form other than the personal check of a tenant. Where a tenant pays the rent by personal check, the tenant may request in writing a rent receipt from the landlord. The receipt must state the payment date, the amount, the period for which the rent was paid, and the apartment number. The receipt must be signed by the person receiving the payment and state his or her title. Real Property Law § 235-e.

It is illegal for any person to require a prospective tenant to pay a bonus—commonly called “key money”—above the lawful rent and security deposit, for preference in renting a vacant apartment. Key money is not to be confused with fees that may be legally charged by a licensed real estate broker. Penal Law § 180.55.

## **RENT OVERCHARGES**

In New York City and certain communities in Nassau, Rockland and Westchester counties where rent stabilization or rent control laws apply, the landlord may not charge more than the legal regulated rent. Under the housing law, landlords must register each rent stabilized apartment with DHCR and provide tenants annually with a copy of the registration statement. Tenants may also get a copy of the rent history for their apartment directly from DHCR.

A tenant may only challenge rents and collect any overcharges going back four years from the tenant's filing a complaint. The tenant is also entitled to recover interest, plus reasonable costs and attorney's fees, for the overcharge proceeding.

Generally, the penalty for a rent overcharge is the amount an owner collected above the legal regulated rent, plus accrued interest. If the overcharge is willful, the landlord is liable for a penalty of three times the amount of the overcharge for two years prior to the filing of the complaint. The landlord has the burden of proving that the overcharge was not willful. Tenants who believe they are being overcharged should contact DHCR.

## RENT SECURITY DEPOSITS

Virtually all leases require tenants to give their landlords a security deposit. The security deposit is usually one month's rent. If a lease is renewed at a greater amount or the rent is increased during the term of the lease, the owner is permitted to collect additional money from the tenant in order to bring the security deposit up to the new monthly rent. A landlord may use the security deposit as a reimbursement for the reasonable cost of repairs beyond normal wear and tear, if the tenant damages the apartment, or a reimbursement for any unpaid rent.

The landlord must return the security deposit, less any lawful deduction, to the tenant at the end of the lease or within a reasonable time thereafter. The landlord is obligated to return the security deposit whether or not the tenant asks for its return. To avoid any disputes, the tenant should thoroughly inspect the apartment with the landlord before moving in and document any pre-existing conditions. Upon vacating, the tenant should leave the apartment in clean condition, removing all personal belongings and trash from the apartment, and making any minor repairs needed.

Landlords, regardless of the number of units in the building, must treat the deposits as trust funds belonging to their tenants and they may not co-mingle deposits with their own money. Landlords of buildings with six or more apartments must put all security deposits in New York bank accounts earning interest at the prevailing rate. Each tenant must be informed in writing of the bank's name and address and the amount of the deposit.

Landlords are entitled to collect annual administrative expenses of one percent of the deposit.. All other interest earned on the deposits belongs to the tenants. Tenants must be given the option of having this interest paid to them annually, applied to rent, or paid at the end of the lease term. If the building has fewer than six apartments, a landlord who voluntarily places the security deposits in an interest bearing bank account must also follow these rules.

For example: A tenant pays a security deposit of \$800.

The landlord places the deposit in an interest bearing bank account paying 2.5%. At the end of the year the account will have earned interest of \$20.00. The tenant is entitled to \$12.00 and the landlord may retain \$8.00, 1% of the deposit, as an administrative fee.

If the building is sold, the landlord must transfer all security deposits to the new owner within five days, or return the security deposits to the tenants. Landlords must notify the tenants, by registered or certified mail, of the name and address of the new owner. Purchasers of rent stabilized buildings are directly responsible to tenants for the return of security deposits and any interest. This responsibility exists whether or not the new owner received the security deposits from the former landlord.

Purchasers of rent controlled buildings or buildings containing six or more apartments where tenants have written leases are directly responsible to tenants for the return of security deposits and interest in cases where the purchaser has "actual knowledge" of the security deposits. The law defines specifically when a new owner is deemed to have "actual knowledge" of the security deposits. General Obligations Law Article 7, Title 1.

When problems arise regarding security deposits, tenants should first try to resolve them with the landlord before taking other action. If a dispute cannot be resolved, tenants may contact the nearest local office of the Attorney General, listed at the end of this booklet.

## **LEASE SUCCESSION OR TERMINATION**

### **SUBLETTING OR ASSIGNING LEASES**

Subletting and assignment are methods of transferring the tenant's legal interest in an apartment to another person. To sublet means that the tenant is temporarily leaving the apartment and therefore is transferring less than the entire interest in the apartment. A tenant who subleases an apartment is called the prime tenant and the person temporarily renting the premises is called the subtenant. In contrast, to assign means that the tenant is transferring the entire interest in the

apartment lease to someone else and is permanently vacating the premises. A tenant's right to assign the lease is much more restricted than the right to sublet. A sublet or assignment which does not comply with the law may be grounds for eviction.

A tenant may not assign the lease without the landlord's written consent. The landlord may withhold consent without cause. If the landlord reasonably refuses consent, the tenant cannot assign and is not entitled to be released from the lease. If the landlord unreasonably refuses consent, the tenant is entitled to be released from the lease within 30 days from the date the request was given to the landlord. Real Property Law § 226-b(1).

Tenants with leases who live in buildings with four or more apartments have the right to sublet with the landlord's advance consent. Any lease provision restricting a tenant's right to sublease is void as a matter of public policy. If the landlord consents to the sublet, the tenant remains liable to the landlord for the obligations of the lease, including all future rent. If the landlord denies the sublet on reasonable grounds, the tenant cannot sublet and the landlord is not required to release the tenant from the lease. If the landlord denies the sublet on unreasonable grounds, the tenant may sublet anyway. If a lawsuit results, the tenant may recover court costs and attorney's fees if a judge rules that the landlord denied the sublet in bad faith. Real Property Law § 226-b(2).

These steps must be followed by tenants wishing to sublet:

1. The tenant must send a written request to the landlord by certified mail, return-receipt requested. The request must contain the following information: (a) the length of the sublease; (b) the name, home and business address of the proposed subtenant; (c) the reason for subletting; (d) the tenant's address during the sublet; (e) the written consent of any co-tenant or guarantor; (f) a copy of the proposed sublease together with a copy of the tenant's own lease, if available.
2. Within ten days after the mailing of this request, the landlord may ask the tenant for additional information to help

make a decision. Any request for additional information may not be unduly burdensome.

3. Within 30 days after the mailing of the tenant's request to sublet or the additional information requested by the landlord, whichever is later, the landlord must send the tenant a notice of consent, or if consent is denied, the reasons for denial. A landlord's failure to send this written notice is considered consent to sublet.

*Real Property Law § 226-b(2).*

In addition to these sublet rules, there are additional requirements limited to rent stabilized tenants. These rules include the following:

- The rent charged to the subtenant cannot exceed the stabilized rent, plus a ten percent surcharge payable to the tenant for a furnished sublet. Additionally, the stabilized rent payable to the owner, effective for the duration of the sublet only, may be increased by a "sublet allowance" equal to the vacancy allowance then in effect. A subtenant who is overcharged may file a complaint with DHCR or may sue the prime tenant in court to recover any overcharge plus interest, attorneys' fees, and treble damages where applicable. 9 NYCRR § 2525.6(e).
- The prime tenant must establish that the apartment has been maintained as a primary residence at all times, and must demonstrate intent to reoccupy it at the end of the sublet.
- The prime tenant, not the subtenant, retains the rights to a renewal lease and any rights resulting from a co-op conversion. The term of a sublease may extend beyond the term of the prime tenant's lease. The tenant may not sublet for more than two years within any four year period. Real Property Law § 226-b; 9 NYCRR § 2525.6.
- Frequent or prolonged periods of subletting may be grounds for a landlord to seek possession of rent stabilized premises on the basis of non-primary residence. 9 NYCRR §2520.6(u).

## **APARTMENT SHARING**

It is unlawful for a landlord to restrict occupancy of an apartment to the named tenant in the lease or to that tenant and immediate family. When the lease names only one tenant, that tenant may share the apartment with immediate family, one additional occupant and the occupant's dependent children, provided that the tenant or the tenant's spouse occupies the premises as their primary residence.

When the lease names more than one tenant, these tenants may share their apartment with immediate family, and, if one of the tenants named in the lease moves out, that tenant may be replaced with another occupant and the dependent children of the occupant. At least one of the tenants named in the lease or that tenant's spouse must occupy the shared apartment as a primary residence.

A tenant must inform the landlords of the name of any occupant within 30 days after the occupant has moved into the apartment or within 30 days of a landlord's request for this information. If the tenant named in the lease moves out, the remaining occupant has no right to continue in occupancy without the landlord's express consent. Landlords may limit the total number of people living in an apartment to comply with legal overcrowding standards. Real Property Law § 235-f.

## **LEASE SUCCESSION RIGHTS**

Family members living in an apartment not covered by rent control or rent stabilization generally have no right to succeed a tenant who dies or permanently vacates the premises. The rights of a family member living in a rent controlled or rent stabilized apartment to succeed a tenant of record who dies or permanently vacates are covered by DHCR Regulations.

Under these regulations, a "family member" is defined as a husband, wife, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law or daughter-in-law of the tenant; or any other person residing with the tenant in the apartment as a primary resident who can prove emotional and financial com-



mitment and interdependence with the tenant. 9 NYCRR § 2520.6(o)(2).

A family member would succeed to the rights of the tenant of record upon the tenant's permanent departure or death, provided the family member lived with such a primary resident either (1) not less than two years (one year in the case of senior citizens and disabled persons), or (2) from the commencement of the tenancy or the relationship, if the tenancy or relationship was less than two years (or one year, in the case of senior citizens and disabled tenants.) 9 NYCRR § 2523.5.

The minimum residency requirements will not be considered interrupted by any period during which the "family member" temporarily relocates because he or she is engaged in active military service; is enrolled as a full time student; is not living in the residence because of a court order; is engaged in employment requiring temporary relocation; is hospitalized; or has such other reasonable grounds. In order to ensure that the landlord is aware of all persons residing in the apartment who may be entitled to succession rights or protection from eviction, a tenant may wish to submit to the landlord a notice listing all additional occupants. 9 NYCRR § 2523.5(b)(2).

Remaining family members living in government-financed housing (such as a public development, an apartment owned by the local municipality; or in an apartment where the prime tenant had Section 8 Rental Assistance) and where the named tenant of record has died or moved out, may also have the right to succeed to that tenant's lease and/or rent subsidy.

Family members seeking succession rights in these circumstances must ascertain the applicable federal and municipal regulations as well as the local public housing authority rules to determine if they might meet the eligibility requirements. Under federal regulations, persons alleging they are remaining family members of a tenant family are entitled to a grievance hearing before eviction if they have a colorable claim to such status.

## SENIOR CITIZEN LEASE TERMINATIONS

Tenants or their spouses living with them, who are 62 years or older, or who will attain such age during the term of their leases, are entitled to terminate their leases if they: (1) are certified by a physician as being no longer able, for medical reasons, to live independently in such premises and require assistance with instrumental or personal activities of daily living, and who will move to a residence of a family member, or (2) relocate to an adult care facility, a residential health care facility, subsidized low-income housing, or other senior citizen housing. Real Property Law §227-a(1).

When such tenants give notice of their opportunity to move into one of the above facilities, the landlord must release the tenant from liability to pay rent for the balance of the lease and adjust any payments made in advance.

Senior citizens who wish to avail themselves of this option must do so by written notice to the landlord. The termination date must be effective no earlier than thirty days after the date on which the next rental payment (after the notice is delivered) is due. The written notice must include documentation of admission or pending admission to one of the above mentioned facilities. Real Property Law § 227-a(2).

Anyone who interferes with the tenant's or the tenant's spouse's removal of personal effects, clothing, furniture or other personal property from the premises to be vacated will be guilty of a misdemeanor. Real Property Law § 227-a(3).

Owners or lessors of a facility of a unit into which a senior citizen is entitled to move after terminating a lease, must advise such tenant, in the admission application form, of the tenant's rights under the law. Real Property Law §227-a.

In all rent controlled apartments, and in rent stabilized apartments outside of New York City, a senior citizen may not be evicted for purposes of owner occupancy. In New York City, a landlord may evict a senior citizen for this purpose only if the tenant is provided with an equivalent or superior apartment at the same or lower rent in a nearby area. 9 NYCRR § 2524.4; 9 NYCRR § 2504.4; NYC Admin. Code § 26-408(b)(1).

## **LEASE TERMINATIONS FOR MILITARY PERSONNEL**

Individuals entering active duty in the military may terminate a residential lease if: (a) the lease was executed by the service member before entering active duty; and (b) the leased premises have been occupied by the member or the member's dependents. Any such lease may be terminated by written notice delivered to the landlord at any time following the beginning of military service. Termination of a lease requiring monthly payments is not effective until 30 days after the first date on which the next rent is due. NY Military Law § 310.

## **LEASE TERMINATIONS FOR VICTIMS OF DOMESTIC VIOLENCE**

Effective August 2007, a tenant shielded by a court order of protection is permitted, on ten days' notice to the landlord, to seek a court order terminating the lease, and will be released from any further rental payments after the lease is terminated. The tenant must demonstrate that there continues to be a substantial risk of physical or emotional harm to the tenant or the tenant's child from the party covered by the order of protection if the parties remain in the premises, and that relocation would substantially reduce that risk. The tenant must first attempt to secure the voluntary consent of the landlord to terminate the lease, and if the request is denied, a court may order termination as long as all payments due under the lease through the termination date of the lease have been paid. Real Property Law § 227-c.

## **EVICITION**

A tenant with a lease is protected from eviction during the lease period so long as the tenant does not violate any substantial provision of the lease or any local housing laws or codes. For both regulated and unregulated apartments, landlords must give formal notice of their intention to obtain legal possession of the apartment.

Unless the tenant vacates the premises by a specified date, the landlord may commence eviction proceedings through: (a) a summary non-payment court proceeding to evict a tenant who fails to pay the agreed rent when due and to recover

outstanding rent, or (b) a summary holdover proceeding for eviction if a tenant significantly violates a substantial obligation under the lease (such as using the premises for illegal purposes, or committing or permitting a nuisance) or stays beyond the lease term without permission. Real Property Actions and Proceedings Law (RPAPL) § 711.

Landlords of rent regulated apartments may be required to seek approval from DHCR before commencing a court proceeding, depending on the grounds for eviction. Where a tenant fails to pay rent, is causing a nuisance, damages the apartment or building, or commits other wrongful acts, the owner may proceed directly in court. Other grounds, such as where the owner seeks to demolish the building, require that the owner first receive approval from DHCR.

A tenant can be legally evicted only after the landlord has brought a court proceeding and has obtained a judgment of possession. A tenant should never ignore legal papers; an eviction notice can still be sent if a tenant did not appear in court to answer court papers (petition) sent by the landlord.

Only a sheriff, marshal or constable can carry out a court-ordered warrant to evict a tenant. Landlords may not take the law into their own hands and evict a tenant by use of force or unlawful means. For example, a landlord cannot use threats of violence, remove a tenant's possessions, lock the tenant out of the apartment, or willfully discontinue essential services such as water or heat. When a tenant is evicted, the landlord may not retain the tenant's personal belongings or furniture. The landlord must give the tenant a reasonable amount of time to remove all belongings. RPAPL §749; Real Property Law § 235.

A tenant who is evicted from an apartment in a forcible or unlawful manner is entitled to recover triple damages in a legal action against the landlord. Landlords in New York City who use illegal methods to force a tenant to move are also subject to both criminal and civil penalties. Further, the tenant may be entitled to be restored to occupancy. RPAPL § 853; NYC Admin. Code § 26-523, § 26-521.

Additional rules apply in certain situations concerning evic-

tions. In New York City, a landlord may not evict a tenant in a rent stabilized apartment for purposes of owner occupancy if the tenant or the spouse of the tenant is a senior citizen or is disabled, unless the landlord provides an equivalent or superior apartment at the same or lower rent in a nearby area. In rent controlled apartments statewide and in rent stabilized apartments outside New York City, a landlord may not evict a senior citizen, a disabled person, or any person who has been living in the apartment for 20 years or more for purposes of owner occupancy. 9NYCRR § 2524.4; 9 NYCRR § 2504.4; NYC Admin. Code § 26-408(b)(1).

It is wise for tenants to consult an attorney to protect their legal rights if the landlord seeks possession of their apartment.

## **HABITABILITY AND REPAIRS**

### **WARRANTY OF HABITABILITY**

Under the warranty of habitability, tenants have the right to a livable, safe and sanitary apartment. This is a right that is implied in every written or oral residential lease. Any lease provision that waives this right is contrary to public policy and is therefore void. Examples of a breach of this warranty include the failure to provide heat or hot water on a regular basis, or the failure to rid an apartment of an insect infestation. Public areas of the building are also covered by the warranty of habitability. The warranty of habitability also applies to cooperative apartments, but not to condominiums. Any uninhabitable condition caused by the tenant or persons under the tenant's direction or control does not constitute a breach of the warranty of habitability. In such a case, it is the responsibility of the tenant to remedy the condition. Real Property Law §235-b.

If a landlord breaches the warranty of habitability, the tenant may sue for a rent reduction. Alternatively, rent regulated tenants can also file a rent reduction complaint with DHCR. The tenant may also withhold rent, but in response, the landlord may sue the tenant for non-payment of rent. In such case, the tenant may countersue for breach of the warranty.

The court or DHCR may grant a rent reduction if it finds that the landlord violated the warranty of habitability. The reduction is computed by subtracting from the actual rent the estimated value of the apartment without the essential services. For a tenant to receive a reduction, the landlord must have actual or constructive notice of the existence of the defective condition.

A landlord's liability for damages is limited when the failure to provide services is the result of a union-wide building workers' strike. However, a court may award damages to a tenant equal to a share of the landlord's net savings because of the strike. Landlords will be liable for lack of services caused by a strike when they have not made a good faith attempt, where practicable, to provide services.

In extenuating circumstances, tenants may make necessary repairs and deduct reasonable repair costs from the rent. For example, when a landlord has been notified that a door lock is broken and willfully neglects to repair it, the tenant may hire a locksmith and deduct the cost from the rent. Tenants should keep receipts for such repairs.

If an apartment is so severely damaged by fire or other circumstances not caused by the tenant that the apartment becomes uninhabitable, and the lease does not expressly provide otherwise, the tenant may vacate the apartment and cancel the lease on three days' notice to the landlord. The tenant will be released from liability for subsequent rental payments. Real Property Law § 227.

If only a portion of the apartment is damaged, the rent may be reduced pursuant to a court order or by DHCR in proportion to the part of the apartment that is damaged. The landlord must then repair those portions of the apartment and return them to livable condition.

## **LANDLORDS' DUTY OF REPAIR**

Landlords of multiple dwellings must keep the apartments and the building's public areas in "good repair" and clean and free of vermin, garbage or other offensive material. Landlords are required to maintain electrical, plumbing, sanitary, heating

and ventilating systems and appliances landlords install, such as refrigerators and stoves, in good and safe working order. Tenants should bring complaints to the attention of their local housing officials. Multiple Dwelling Law §78 and §80; Multiple Residence Law §174. The Multiple Dwelling Law applies to cities with a population of 325,000 or more and the Multiple Residence Law applies to cities with less than 325,000 and to all towns and villages.

In New York City, the landlord is required to maintain the public areas in a clean and sanitary condition. NYC Admin. Code § 27-2011.

## **LEAD PAINT**

Landlords must protect against the possibility that children will be poisoned by peeling of dangerous lead-based paint. Federal and local laws require that landlords of multiple dwellings built before 1960 (or between 1960 and 1978 where the landlord knows there is lead paint) must ascertain if a child under seven years old lives in an apartment, and inspect that apartment for lead paint hazards.

In performing any work that disturbs lead paint in applicable apartments and common areas, a landlord must hire workers who have completed a training course in lead-safe work practices. Landlords must remove or permanently cover apartment walls and other areas where lead based paint is peeling.

The landlord must keep records of all notices, inspections and repair of lead paint hazards, and other matters related to lead paint law. Landlords of such dwellings in New York City must also provide their tenants with a pamphlet prepared by the NYC Department of Health and Mental Hygiene and the NYC Department of Housing Preservation and Development (HPD). 42 U.S.C.A § 4851; NYC Admin. Code § 27-2056.

## **SAFETY**

### **SMOKE DETECTORS**

Landlords of multiple dwellings must install approved smoke detectors in each apartment, within ten feet of each room used for sleeping. The smoke detectors should be clearly audible in each of those rooms. Tenants may be asked to reimburse the owner up to ten dollars for the cost of purchasing and installing each battery-operated detector. During the first year of use, landlords must repair or replace any broken detector if its malfunction is not the tenant's fault. Tenants should test their detectors frequently to make sure they work properly. Multiple Residence Law § 15; Multiple Dwelling Law § 68; NYC Admin. Code § 27-2045.

### **CARBON MONOXIDE DETECTORS**

Landlords of all multiple dwellings and one-and two family homes in New York City must provide and install an approved carbon monoxide alarm within fifteen feet of the primary entrance to each sleeping room. All multiple dwellings built or offered for sale in New York State after August 9, 2005 must contain carbon monoxide detectors in accordance with local building codes. NYC Admin. Code 27-§ 2046.1; Exec. Law § 378.

New York City landlords must post a HPD-approved form in a common area informing occupants of the requirements of New York City's carbon monoxide laws. Tenants are responsible for reimbursing the landlord \$25.00 within one year for each carbon monoxide alarm that is newly installed. Tenants are also responsible for keeping and maintaining the carbon monoxide alarm in good repair. However, landlords are responsible for replacing any detectors that are lost, stolen or become inoperable within the first year of use. NYC Admin. Code § 27-2046.1.

Combination smoke/carbon monoxide detectors are permitted. A landlord is entitled to be reimbursed a maximum of \$35.00 for such combination detectors only when the smoke alarm needs to be replaced. If the smoke alarm is operable and the landlord wishes to replace it with a combined alarm,



the landlord can only be reimbursed \$25.00.

## **CRIME PREVENTION**

Landlords are required to take minimal precautions to protect against reasonably foreseeable criminal harm. For example, tenants who are victims of crimes in their building or apartment, and who are able to prove that the criminal was an intruder and took advantage of the fact that the entrance to the building was negligently maintained by the landlord, may be able to recover damages from the landlord.

## **ENTRANCE DOOR LOCKS AND INTERCOMS**

Multiple dwellings which were built or converted to such use after January 1, 1968 must have automatic self-closing and self-locking doors at all entrances. These doors must be kept locked at all times, except when an attendant is on duty. If this type of building contains eight or more apartments it must also have a two-way voice intercom system from each apartment to the front door and tenants must be able to “buzz” open the entrance door for visitors.

Multiple dwellings built or converted to such use prior to January 1, 1968 also must have self-locking doors and a two-way intercom system if requested by a majority of the tenants. Landlords may recover from tenants the cost of providing this equipment. Multiple Dwelling Law § 50-a.

Entrances, stairways and yards of multiple dwellings must be sufficiently lit at night, from sunset to sunrise. The owner is responsible for installation and maintenance of lighting in these areas. NYC Admin. Code § 27-2040; Multiple Dwelling Law § 35; Multiple Residence Law § 109.

## **LOBBY ATTENDANT SERVICE**

Tenants of multiple dwellings with eight or more apartments are entitled to maintain a lobby attendant service for their safety and security at their own expense, whenever any attendant provided by the landlord is not on duty. Multiple Dwelling Law § 50-c.

## **ELEVATOR MIRRORS**

There must be a mirror in each self-service elevator in multiple dwellings so that people may see, prior to entering, if anyone is already in the elevator. Multiple Dwelling Law § 51-b; NYC Admin. Code § 27-2042.

## **INDIVIDUAL LOCKS, PEEPHOLES AND MAILBOXES**

Tenants in multiple dwellings can install and maintain their own locks on their apartment entrance doors in addition to the lock supplied by the landlord. The lock may be no more than three inches in circumference, and tenants must provide their landlord with a duplicate key upon request. Failure to provide the landlord with a duplicate key if requested can be construed as a violation of a substantial obligation of the tenancy, and can possibly lead to eviction proceedings. Any lease provision requiring a tenant to pay additional rent or other charges for the installation of an additional lock is void as against public policy and unenforceable. Multiple Dwelling Law § 51-c.

A landlord may only enter a tenant's apartment under certain circumstances, such as to make emergency repairs. This limited right of entry may not be abused or used to harass a tenant.

The landlord must provide a peephole in the entrance door of each apartment. Landlords of multiple dwellings in New York City must also install a chain-door guard on the entrance door to each apartment, so as to permit partial opening of the door. Multiple Dwelling Law § 51-c; NYC Admin. Code § 27-2043.

United States Postal regulations require landlords of buildings containing three or more apartments to provide secure mail boxes for each apartment unless the management has arranged to distribute the mail to each apartment. Landlords must keep the mail boxes and locks in good repair.

## **WINDOW GUARDS**

Landlords in New York City must install window guards in any apartment in which a child under the age of ten resides,

and in apartments where the tenant requests window guards, even if a child under ten does not reside in the apartment. Landlords are required to provide tenants with a form stating whether there are children residing in a household and to request installation of window guards. Tenants are required to notify their landlord when they have children of this age living in their apartment, or if they provide child care services in that apartment. Tenants may not refuse installation. Once window guards are installed, the tenant must not take down, make alterations to, or remove any part of them.

Landlords in New York City must install Department of Health and Mental Hygiene-approved window guards. If an object more than five inches in diameter can fit through, over or under a window guard, then it is not installed properly. All approved window guards have a manufacturer's approval number imprinted on a vertical stile of the guard, and must be appropriate for the type of window in which they are being installed. NYC Health Code § 131.15.

Windows giving access to fire escapes are excluded. Protective guards must also be installed on the windows of all public hallways. Landlords must give tenants an annual notice about their rights to window guards and must provide this information in a lease rider. Rent controlled and stabilized tenants may be charged up to ten dollars per window guard. NYC Health Code § 131.15.

## **UTILITY SERVICES**

### **HEATING SEASON**

Heat must be supplied from October 1 through May 31 to tenants in multiple dwellings. If the outdoor temperature falls below 55°F between the hours of six a.m. and ten p.m., each apartment must be heated to a temperature of at least 68°F. If the outdoor temperature falls below 40°F between the hours of ten p.m. and six a.m., each apartment must be heated to a temperature of at least 55°F. Multiple Dwelling Law § 79; Multiple Residence Law § 173; NYC Admin. Code § 27-2029.

## **TRUTH IN HEATING**

Before signing a lease requiring payment of individual heating and cooling bills, prospective tenants are entitled to receive from the landlord a complete set or summary of the past two years' bills. These copies must be provided free upon written request. Energy Law § 17-103.

## **HOT WATER**

Landlords must provide all tenants of multiple dwellings with both hot and cold water. Hot water must register at or above a constant temperature of 120 degrees at the tap. If a tub or shower is equipped with an anti-scald valve that prevents the hot water temperature from exceeding 120 degrees, the minimum hot water temperature for that tub or shower is 110 degrees. Multiple Dwelling Law § 75; Multiple Residence Law § 170; NYC Admin. Code § 27-2031.

## **CONTINUATION OF UTILITY SERVICE**

When the landlord of a multiple dwelling is delinquent in paying utility bills, the utility must give advance written notice to tenants and to certain government agencies of its intent to discontinue service. Service may not be discontinued if tenants pay the landlord's current bill directly to the utility company. Tenants can deduct these charges from future rent payments. The Public Service Commission can assist tenants with related problems.

If a landlord of a multiple dwelling fails to pay a utility bill and service is discontinued, landlords may be liable for compensatory and punitive damages. Real Property Law § 235-a; Public Service Law § 33.

## **OIL PAYMENTS**

Tenants in oil-heated multiple dwellings may contract with an oil dealer, and pay for oil deliveries to their building, when the landlord fails to ensure a sufficient fuel supply. These payments are deductible from rent. Local housing officials have lists of oil dealers who will make fuel deliveries under these circumstances. Multiple Dwelling Law § 302-c; Multiple Resi-

dence Law § 305-c.

## **TENANTS' PERSONAL PROTECTIONS**

### **TENANT ORGANIZATIONS**

Tenants have a legal right to organize. They may form, join, and participate in tenant organizations for the purpose of protecting their rights. Landlords are required to permit tenant organizations to meet, at no cost, in any community or social room in the building, even if the use of the room is normally subject to a fee. Tenant organization meetings are required to be held at reasonable times and in a peaceful manner which does not obstruct access to the premises. Real Property Law § 230.

### **RETALIATION**

Landlords are prohibited from harassing or retaliating against tenants who exercise their rights. For example, landlords may not seek to evict tenants solely because tenants (a) make good faith complaints to a government agency regarding violations of any health or safety laws; (b) take good faith actions to protect their rights under the lease; or (c) participate in tenant organizations. Tenants may collect damages from landlords who violate this law, which applies to all rentals except owner-occupied dwellings with fewer than four units. Real Property Law § 223-b.

### **RIGHT TO PRIVACY**

Tenants have the right to privacy within their apartments. A landlord, however, may enter a tenant's apartment with reasonable prior notice, and at a reasonable time: (a) to provide necessary or agreed upon repairs or services; (b) in accordance with the lease; or (c) to show the apartment to prospective purchasers or tenants. In an emergency, such as a fire, the landlord may enter the apartment without the tenant's consent. A landlord may not abuse this limited right of entry or use it to harass a tenant. Additionally, a landlord may not interfere with the installation of cable television facilities. Public Service Law § 228.

## **DISABILITIES**

Landlords are required to provide reasonable accommodations for tenants with disabilities so that they may enjoy equal access to and use of housing accommodations. A “reasonable accommodation” is a policy or rule change that is related to a tenant’s specific disability and does not impose extremely high costs on a landlord or cause harm or discomfort to other tenants, such as permitting a tenant who is blind or has a psychological disability to have a guide dog or a companion animal, despite a building’s “no pets” policy. 42 U.S.C.A § 3604(f) (3).

Additionally, a landlord may not refuse to permit, at the expense of the handicapped tenant, reasonable structural modifications of existing premises occupied by the tenant, if such modifications may be necessary to afford the tenant full use of the premises. Such modifications may include building a ramp or installing grab bars in the bathroom. However, the landlord may condition permission for a modification on the tenant agreeing to restore the interior of the premises to the condition that existed before the modification. 42 U.S.C.A. § 3604(f)(3).

Tenants with disabilities who need accommodations should notify their landlord and request the necessary accommodations. Though such a request is not required to be in writing, it is often helpful should any dispute arise. A landlord may request documentation from a health care professional attesting to the disability and describing any functional limitations that arise. A tenant with a disability who thinks a landlord has unreasonably refused a reasonable accommodation request should contact the U.S. Department of Housing and Urban Development (HUD).

## **DISCRIMINATION**

Landlords may not refuse to rent to, renew the lease of, or otherwise discriminate against, any person or group of persons because of race, creed, color, national origin, sex, disability, age, marital status or familial status. In New York City, tenants are further protected against discrimination with respect to lawful occupation, sexual orientation, partnership

status and immigration status. People with AIDS or who are HIV-positive, as well as recovering alcoholics, are also protected from discrimination. Further, NYC landlords are prohibited from discriminating against tenants based on lawful source of income which includes income from social security or any form of federal, state or local public assistance including section 8 vouchers. Executive Law § 296(5); NYC Admin. Code § 8-107.

Landlords may not discriminate against any person who has children living with them, by refusing to rent an apartment or by insisting upon unfavorable lease terms on the basis of the person having children. However, this restriction does not apply to housing units for senior citizens which are subsidized or insured by the federal government. In addition, a lease may not require that tenants remain childless during their tenancy. Real Property Law §237.

An aggrieved party should contact HUD within one year after the alleged discriminatory housing practice occurs or ceases. In New York City, an aggrieved party may file a complaint with the NYC Commission on Human Rights within one year from the date on which the discriminatory act occurred. An aggrieved party may also choose to sue for damages against a landlord who violates this law, and may recover attorney's fees if successful. NYC Admin. Code § 8-109; 42 U.S.C.A. § 3610(a)(1).

## **HARASSMENT**

A landlord is prohibited from any action intended to force a tenant out of an apartment or to compel a tenant to give up any rights granted the tenant by law. No landlord, or any party acting on the landlord's behalf, may interfere with the tenant's privacy, comfort, or quiet enjoyment of the apartment. Harassment may take the form of physical or verbal abuse, wilful denial of services, or multiple instances of frivolous litigation. If a landlord lies or deliberately misrepresents the law to a tenant, this may also constitute harassment.

Rent regulated tenants who feel they have been victimized by harassment should contact DHCR. Landlords found guilty of harassment are subject to fines of up to \$5,000 for each

violation. Under certain circumstances, harassment of a rent regulated tenant may constitute a class E felony. Penal Law § 241.05.

Further, New York City tenants have additional recourse against harassment. Tenants may bring a claim in housing court and the court may issue restraining orders against owners if violations have been found. NYC Admin Code § 27-2115.

## **PETS**

Tenants may keep pets in their apartments unless their lease specifically prohibits it. Landlords may be able to evict tenants who violate a lease provision prohibiting pets. In multiple dwellings in New York City and Westchester County, a no-pet lease clause is deemed waived where a tenant “openly and notoriously” kept a pet for at least three months and the owner of the building or the owner’s agent had knowledge of this fact. However, this protection does not apply to public housing or where the animal causes damage, is a nuisance, or substantially interferes with other tenants. NYC Admin. Code § 27-2009.1(b); Westchester County Laws, Chapter 694.

Tenants who are blind or deaf are permitted to have guide dogs or service dogs regardless of a no-pet clause in their lease. Also, tenants with a chronic mental illness are permitted to have emotional assistance animals. NY Civil Rights Law § 47.

## **FINDING AN APARTMENT**

### **REAL ESTATE BROKERS**

A consumer may retain a real estate broker to find a suitable apartment. New York State licenses real estate brokers and salespersons. Brokers charge a commission for their services which is usually a stated percentage of the first year’s rent. The amount of the commission is not set by law and should be negotiated between the parties. The broker must assist the client in finding and obtaining an apartment before a commission may be charged. The fee should not be paid until the client is offered a lease signed by the landlord. The broker



may also charge the client a reasonable amount to conduct a credit check.

Under the Rent Stabilization Code, a broker's commission may be considered "rent" in excess of legal rent when there is too close of a business or financial connection between the broker and the landlord. 9 NYCRR § 2525.1.

Complaints against real estate brokers should be directed to the New York Department of State. Real Property Law, § 442-e.

### **APARTMENT INFORMATION VENDORS AND SHARING AGENCIES**

Apartment listing services that charge a fee for providing information about the location and availability of apartments and rooms for rent must be licensed by the state. The fees charged by these firms may not exceed one month's rent and must be deposited in an escrow account. When the information provided by the firms does not result in a rental, the entire amount of any pre-paid fee, less \$15.00, must be returned to the tenant. Criminal prosecution for violations of this law may be brought by the Attorney General. Real Property Law § 446-h.

## OFFICES OF THE ATTORNEY GENERAL

### **Albany**

The Capitol  
Albany, New York 12224-0341  
(518) 474-7330

### **Binghamton**

44 Hawley Street, 17th Floor  
Binghamton, New York, 13901-4433  
(607) 721-8771

### **Brooklyn**

55 Hanson Place  
Brooklyn, NY 11217-1523  
(718) 722-3949

### **Buffalo**

Main Place Tower, Suite 300A  
350 Main Street  
Buffalo, New York 14202-3473  
(716) 853-8400

### **Harlem**

163 West 125th Street  
New York, NY 10027-8201  
(212) 961-4475

### **Nassau Regional Office**

200 Old Country Road  
Mineola, New York 11501-4241  
(516) 248-3302

### **New York City**

120 Broadway  
New York, New York 10271-0332  
(212) 416-8000

### **Plattsburgh**

43 Durkee Street, Suite 700  
Plattsburgh, NY 12901-2958  
(518) 562-3282

### **Poughkeepsie**

235 Main Street, 3rd Floor  
Poughkeepsie, NY 12601-3194  
(845) 485-3900

### **Rochester**

144 Exchange Boulevard  
Rochester, NY 14614-2176  
(585) 546-7430

### **Suffolk Regional Office**

300 Motor Parkway, Suite 205  
Hauppauge, NY 11788-5127  
(631) 231-2400

### **Syracuse**

615 Erie Boulevard West,  
Suite 102  
Syracuse, NY 13210-2339  
(315) 448-4800

### **Utica**

207 Genesee Street, Room 504  
Utica, NY 13501-2812  
(315) 793-2225

### **Watertown**

317 Washington Street  
Watertown, NY 13601-3744  
(315) 785-2444

### **Westchester**

101 East Post Road  
White Plains, NY 10601-5008  
(914) 422-8755

### **Attorney General Consumer**

Helpline:  
1-800-771-7755

### **For the Hearing Impaired:**

1-800-788-9898

Visit our Website at:

**[www.ag.ny.gov](http://www.ag.ny.gov)**

**NEW YORK STATE DIVISION OF HOUSING AND  
COMMUNITY RENEWAL (DHCR) EXECUTIVE OFFICES**

**New York City**  
25 Beaver Street  
New York, New York 10004  
(212) 480-6700

**Upstate Office**  
Hampton Plaza  
38-40 State Street  
Albany, New York 12207  
(518) 473-2526

**Rent Administration**  
Gertz Plaza  
92-31 Union Hall Street  
Jamaica, New York 11433  
(718) 739-6400

**BOROUGH and DISTRICT  
RENT OFFICES**

**Bronx**  
One Fordham Plaza, 2nd  
Floor  
Bronx, New York 10458  
(718) 563-5678

**Brooklyn**  
55 Hanson Place, Room 702  
Brooklyn, New York 11217  
(718) 722-4778

**Buffalo**  
Statler Towers 535  
Washington Street, Suite 105  
Buffalo, New York 14263  
(716) 847-7955

**Manhattan (upper)**  
(North side of 110th Street  
and above) Adam C. Powell,  
Jr. Office Bldg. 163 West  
125th Street, 5th Floor  
New York, New York 10027  
(212) 961-8930

**Manhattan (lower)**  
(South side of 110th Street  
and below) 25 Beaver Street,  
5th Floor New York, New  
York 10004  
(212) 480-6238

**Nassau County**  
50 Clinton Street, 6th Floor  
Hempstead, New York 11550  
(516) 481-9494

**Queens**  
92-31 Union Hall Street  
Jamaica, New York 11433  
(718) 739-6400

**Rockland County**  
Pascack Plaza 23-1 Perlman  
Drive - PMB 16  
Spring Valley, NY 10977  
(845) 425-6575

**Staten Island**  
60 Bay Street, 7th Floor  
Staten Island, New York  
10301  
(718) 816-0278

**Westchester County**  
75 South Broadway, Suite  
200 White Plains, New York  
10601  
(914) 948-4434

**Rent Stabilization / Rent  
Control Hotline:**  
(718) 739-6400

General Information:

(866) 275-3427

Website:

<http://www.dhcr.state.ny.us>

**THE ORGANIZATIONS LISTED BELOW MAY ALSO  
BE USEFUL TO TENANTS:**

**NEW YORK STATE PUBLIC SERVICE COMMISSION**

(800) 342-3355- Gas, Electric Shutoff  
(800) 342-3377- Service, Billing complaints re: Gas, Electric, Phone  
(800) 342-3377- Cable T.V. Complaints

**Albany**

Agency Building 3, Empire State Plaza  
Albany, New York 12223-1350  
(518) 474-7080

**Buffalo**

Ellicott Square Building  
295 Main Street, 8th Floor, Room 814  
Buffalo, NY 14203  
(716) 847-3400

**New York City**

90 Church Street  
New York, New York 10007-2919  
(212) 417-3168

TDD System for Hearing Impaired  
(800) 662-1220

Website: <http://www.dps.state.ny.us>

**NEW YORK STATE DEPARTMENT OF STATE**

(Real estate brokers, agents, apartment information vendors  
and listing services)

123 William Street  
19th Floor  
New York, New York 10038-3804  
(212) 417-5800

Website: <http://www.dos.state.ny.us>

## **NEW YORK STATE DIVISION OF HUMAN RIGHTS**

TOLL FREE: (888) 392-3644

Website: <http://www.dhr.state.ny.us>

### **Administrative Offices in Manhattan**

Adam Clayton Powell State Office Building  
163 West 125th Street, 4th Floor  
New York, New York 10027-4516  
(212) 961-8650

20 Exchange Place, 2nd Floor  
New York, New York 10005  
(212) 480-2522

## **NEW YORK CITY COMMISSION ON HUMAN RIGHTS**

40 Rector Street, 10th Floor  
New York, New York 10006  
(212) 306-5070

Website: <http://www.nyc.gov/html/cchr>

## **NEW YORK CITY RENT GUIDELINES BOARD**

51 Chambers Street, Suite 202  
New York, New York 10007  
(212) 385-2934

Website: <http://www.housingnyc.com>

## **NEW YORK CITY LOFT BOARD**

100 Gold Street  
2nd Floor  
New York, New York 10038  
(212) 788-7610

Website: <http://www.nyc.gov/html/loft/home.html>

## **NEW YORK CITY HOUSING AUTHORITY**

250 Broadway  
New York, New York 10007  
(212) 306-3000

Website: <http://www.nyc.gov/nycha>

## **NYC HOUSING PRESERVATION AND DEVELOPMENT (HPD)**

100 Gold Street  
New York, New York 10038  
Dial: 311  
TTD (212) 504-4115

Website: <http://www.nyc.gov/html/hpd>

## **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**

### **New York Regional Office**

Jacob K. Javits Federal Office  
26 Federal Plaza, Suite 3541  
New York, New York 10278-0068  
(212) 264-8000 / TTY (212) 264-0927

### **Albany Office**

52 Corporate Circle  
Albany, New York 12203-5121  
(518) 464-4200

### **Buffalo Office (covers Upstate New York)**

Lafayette Court  
465 Main Street, 2nd Floor  
Buffalo, New York 14203-1780  
(716) 551-5755 / TTY (716) 551-5787

### **Syracuse Field Office**

128 E. Jefferson Street  
Syracuse, New York 13202  
(315) 477-0616

Website: <http://www.hud.gov>

## TO FIND OUT MORE

**These other pamphlets are available by contacting the Attorney General's office:**

- Housing Guide for Senior Citizens
- How to Handle Problems with a Co-op's Board of Directors
- How to Handle Problems with a Condominium's Board of Managers
- Cooperative and Condominium Conversion Handbook
- What To Do About Problems With Your Homeowners Association
- Manufactured Home Tenant's Rights
- Home Improvement Fact Sheet
- Radon: The Invisible Intruder



Additional free copies of the “*Tenants’ Rights Guide*” are available from the New York State Attorney General’s Office, State Capitol, Albany, NY 12224 or from any other office of the Attorney General Eric T. Schneiderman. The Guide may also be downloaded from the Attorney General’s website: <http://www.ag.ny.gov>

This Guide was written by: Special Attorney General Stephen Mindell and  
Assistant Attorney General Herbert Israel