

HOUSING STABILITY AND TENANT PROTECTION ACT OF 2019

PART M

This act takes effect immediately and applies to actions and proceeding commenced on or after the effective date of June 14, 2019

SECTION OF LAW	OLD LAW	NEW LAW
RPL 223-b[1][a] Retaliation by landlord against tenant	<ul style="list-style-type: none"> Used to create a rebuttable presumption of retaliation where a landlord served a notice to quit or commenced an eviction proceeding within 6 months after the tenant made a good faith complaint to a <i>governmental authority</i> of the landlord's violation of any health or safety law, regulation, code, or ordinance. (RPL §223-b[5][a]). 	<p>Extends this presumption based on a Tenant's good faith complaint to <u>the Landlord, the landlord's agent, and now includes, the warranty of habitability under section two hundred thirty-five-b of this article.</u></p> <p>adds warranty of habitability to 232-b[5][a] also.</p>
RPL 223-b[2]	No landlord or premises or units to which this section is applicable shall substantially alter terms of the tenancy in retaliation for any actions set forth in paragraphs a, b, and c of subdivision 223-b (1). Substantial alteration shall include but is not limited to the refusal to continue a tenancy of the tenant or, upon expiration of the tenant's lease, to renew the lease or offer a new lease; provided however, that a landlord shall not be required under this section to offer a new lease or a lease renewal for a term greater than one year and after such extension of a tenancy for one year shall not be required to further extend or continue such tenancy.	No landlord <u>of</u> premises or units to which this section is applicable, <u>or such landlord's agent</u> shall substantially alter terms of the tenancy in retaliation for any actions set forth in paragraphs a, b, and c of subdivision 223-b (1). Substantial alteration shall include but is not limited to the refusal to continue a tenancy of the tenant, upon expiration of the tenant's lease, to renew the lease or offer a new lease, <u>or offering a new lease with an unreasonable rent increase</u> ; provided however, that a landlord shall not be required under this section to offer a new lease or a lease renewal for a term greater than one year.
RPL 223-b[3]	Landlord was previously subject to a civil action for damages	Landlord will now be subject to attorneys' fees and costs also.

		<p>GOES INTO EFFECT JULY 14, 2019.</p> <ul style="list-style-type: none"> • There is a rebuttable presumption that a person is in violation of this section if it is established that the person requested information from a tenant screening bureau relating to a potential tenant or otherwise inspected court records relating to a potential tenant and the person substantially refuses to rent or offer a lease to the potential tenant. • Whenever the attorney general shall believe that there is sufficient evidence that a person, firm, corporation or association or agent or employee has violated this subdivision, the AG may bring an action or special proceeding in the supreme court for a judgment enjoining the continuance of such violation and for a civil penalty of not less than \$500 but not more than \$1000 for each violation.
RPL 232-b	Termination of month-to-month tenancy was reciprocal as long as Landlord or Tenant gave the other at least one month notice before the expiration of the term.	<p>Now, a monthly tenancy located outside of the City of New York may be terminated by the tenant upon the tenant notifying the landlord at least one month before the expiration of the term of the tenant's election to terminate.</p> <p>GOES INTO EFFECT 120 DAYS FROM DATE LAW PASSED.</p>
RPL 234	Tenant's Right to recover attorney's fees- old law allowed a tenant to recover attorney fees in any action where the tenant prevailed against the Landlord.	Right to recover attorneys' fees- now adds a clause that a Landlord may not recover attorney fees upon a default judgment. Any waiver of this section shall be void as against public policy.
RPL 235-e	Duty of Landlord to provide a written receipt for payments made by cash or any instrument other than personal check	Duty now extended to the lessor or any agent of the lessor authorized to receive rent to provide the receipt.
RPL 235-e(b)	Duty of Landlord to provide a written receipt for payments made by personal check	<p>Amends section to now require where a tenant asks for a receipt from the Landlord or Landlord's agent for rent paid by personal check, such request shall remain in effect for the duration of the tenancy and require:</p> <ol style="list-style-type: none"> a) The date b) The amount c) The identity of the premises d) The signature and title of the person receiving rent <p>The lessor shall maintain a record of all cash receipts for rent for at least three years.</p>

		landlord of the full amount prior to the hearing on the petition, shall be accepted by the landlord and renders moot the grounds on which the special proceeding was commenced.
EVICTION CHANGES		•
RPAPL 732(1)	Special provisions applicable in nonpayment proceeding if the rules so provide <ul style="list-style-type: none"> • Old rule notice of petition returnable before the clerk within 5 days after its service. 	<ul style="list-style-type: none"> • Now, notice of petition returnable before the clerk within 10 days' after its service.
RPAPL 732(3)	Tenant previously had five days to answer the notice of petition from the date of service	<ul style="list-style-type: none"> • Tenant now has ten days to answer the notice of petition and petition from the date of service.
RPAPL 733	Time of Service; order to show cause <ul style="list-style-type: none"> • Service previously was to commence at least 5 days and not more than 12 days before court date. 	<ul style="list-style-type: none"> • Service now commence at least 10 and not more than 17 days before the court date.
RPAPL 745	TRIAL <ul style="list-style-type: none"> • Previously when an answer was filed or disputed in court a trial of the issue had to take place within 10 days, unless parties consented to a longer time period. 	<ul style="list-style-type: none"> • New law allows for trial to be adjourned for a MINIMUM of 14 days. • A party's second or subsequent request for adjournment shall be granted in the court's sole discretion.
RPAPL 749	WARRANT <ul style="list-style-type: none"> • Sheriff, constable, marshal serve a warrant that gave at least 72 hours notice, excluding Saturday, Sundays and holidays 	<ul style="list-style-type: none"> • Sheriff, constable, marshal serve a warrant that shall give at least 14 days' notice and shall execute the warrant on a business day between the hours of sunrise and sunset. •
RPAPL 749(3)	WARRANT	<ul style="list-style-type: none"> • 749(3) adds a new clause that states that the court shall have the power to stay or vacate the warrant for good cause shown prior to the execution of it or to restore the tenant to possession subsequent to the execution of the warrant. • In a judgment for non-payment of rent, the court shall vacate a warrant upon tender or deposit with the court of the full rent due at any time prior to its execution, unless the petitioner establishes that the tenant withheld the rent due in bad faith.

		<ul style="list-style-type: none"> The court shall grant a 30 day stay of issuance of the warrant, during the time the respondent may correct such breach.
RPAPL 757	NEW SECTION	<p>EVICITION AS A RESULT OF FORECLOSURE</p> <ul style="list-style-type: none"> Court records of an eviction shall be sealed and confidential. May not disclose or use information relating to any lessee evicted for this reason.
RPAPL 768	NEW SECTION	<p>UNLAWFUL EVICTION:</p> <ul style="list-style-type: none"> Unlawful for any person to evict or attempt to evict any occupant in possession for more than 30 days without a formal warrant of eviction or other order of the court or a governmental vacate order May not use threats of force to induce occupant to vacate May not engage in a course of conduct which interferes with or is intended to interfere with the comfort, repose, peace or quiet of such occupant in the use or occupancy of the dwelling unit to induce the occupant to vacate, including but not limited to the interruption or discontinuance of essential services; Engage or threaten to engage in any other conduct which prevents such occupant from the lawful occupancy of the unit or induces occupant to vacate by doing things such as removing occupant's possessions from unit, removing the door at entrance to unit, removing, plugging or otherwise rendering the lock on entrance inoperable, or changing the lock on entrance without supplying occupant a key. Landlord has duty to take all reasonable and necessary action to restore an occupant if any of these illegal practices are taken.
RPAPL 768[2]		<p>CRIMINAL AND CIVIL PENALTIES:</p> <ul style="list-style-type: none"> If you violate any of the above sections, it is punishable as a Class A misdemeanor. Each violation is a separate and distinct offense. Civil penalty of not less than \$1000 nor more than \$10,000 for each violation. If a landlord fails to take all reasonable and necessary actions to restore an occupant, such person shall be subject to an additional civil penalty of not more than \$100 per day from the date on which restoration to occupy is requested

<p>General Obligations Law 7-108[1][e]</p>		<p>DEPOSIT RETURN TIME</p> <ul style="list-style-type: none"> • Within 14 days after tenant has vacated the premises the landlord shall provide the tenant with an itemized statement indicating the basis for the deposit retained and shall return any remaining portions to the tenant. • If landlord fails to submit an itemized statement and deposit within 14 days, the landlord forfeits any right to return any portion of the deposit. • The
<p>General Obligations Law 7-108[1][f]</p>		<p>Landlord has burden of proof as to the reasonableness of the amount retained in any action contesting the amount of security deposit retained.</p>
<p>General Obligations Law 7-108[1][g]</p>		<p>LIABILITY</p> <ul style="list-style-type: none"> • Any person who violates this section shall be liable for actual damages • If a person is found to have willfully violated this section, then punitive damages of up to twice the amount of the deposit or advance can be awarded.

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