

On Friday, June 14, 2019, the governor signed into law a series of reforms, regarding landlord-tenant law, some of which has an effect statewide. Many of these provisions went into effect IMMEDIATELY and apply to any special proceedings (ie: Summary Proceedings) commenced on or after June 14, 2019. While some of these changes are applicable to manufactured home eviction proceeding immediately, such as the new 10 -17 day rule regarding service of the Petition and Notice of Petition, additional changes contained in this legislation relating to manufactured homes will be broken down in a further Memo to be distributed prior to their effective date of July 14th.

Some of the more significant changes are:

- For non-payment actions, a written demand is now required, with at least 14 days' notice to the tenant, rather than an oral or written 3 days' notice to remit unpaid rent or relinquish possession of the property.
- In all actions, absent special rules from your local Appellate Division, service of the Notice of Petition and Petition must be no less than 10 days, and no more than 17 days, prior to the date the action is scheduled in Court, replacing the "5-12 day" rule.
- A further provision has been amended to require an adjournment of no less than 14 days upon request of either party, with further adjournment requests granted at the discretion of the Court.
- A warrant of eviction must now contain the date on which it is effective, and requires the marshal to provide 14 days' notice, rather than 72 hours' notice. Further, the warrant may only be executed on a business day.
- Rent in a residential dwelling is specifically to mean the monthly or weekly amount charged in consideration and excludes added fees from definition of rent. Attorney's fees are not permitted in a default judgment.
- RPAPL §743 is amended to eliminate the requirement that an answer be made at least 3 days prior to the date the petition is to be heard.
- The Court is affirmatively provided the power to stay or vacate the warrant prior to the execution thereof, as well as 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.
- RPAPL §753 is amended to permit, upon application of the occupant, a stay of the issuance of a warrant of eviction or any execution to collect the costs of the proceeding for a period of not more than 1 year (a change from 6 months), if the premises were used as a dwelling; that application is made in good faith; that the applicant cannot secure similar premises within the neighborhood and that the applicant made due and reasonable efforts to secure such other premises or by reason of other facts it would occasion extreme hardship to the applicant or the applicant's family if the stay were not granted. The Court shall consider serious ill health, significant exacerbation of an ongoing condition, a child's enrollment in a local school, and any other extenuating life circumstances affecting the ability of the applicant or the applicant's family to relocate and maintain quality of life. The Court shall consider any substantial hardship the stay may impose on the landlord in determining whether to grant the stay or in setting the length and other terms of the stay.
- The provisions of the stay are not applicable to a proceeding when competent evidence establishes that the tenant is objectionable.
- No landlord may demand any late fee unless the payment of rent has not been made within 5 days of the date it was due, and the late fee shall not exceed \$50 or 5% of the monthly rent, whichever is less.