

P.A.L.A.N.T.E.

People Against Landlord Abuse & Tenant Exploitation



Tenants' Rights Guide





OUR HISTORY

P.A.'L.A.N.T.E. Harlem began informally in September 2006 when nearly 100 community residents, living in three dilapidated buildings in Harlem, banded together to form a tenant association to address the neglect and property abandonment at the hands of its landlord. We succeeded in achieving the first tenant-initiated 7A transfer in eight years and leaders of the group formed People Against Landlord Abuse and Tenant Exploitation (P.A.'L.A.N.T.E.) Harlem in 2008.

We evolved from an effective tenants' association to a 501(c)3 tenant advocacy community based grassroots organization.

FACTS AT A GLANCE

- Grassroots & volunteer driven
- Community focused and client centered
- \$7.6 million in rent refund to tenants
- Set legal rents for over 4,000 residents
- Secured succession rights to protect 2,800 families living in City-Owned buildings (Tenant Interim Lease Program)
- Represents over 169 Tenant Associations
- 12,600+ housing units preserved through repairs and upgrades
- Rated top non-profit - 12 consecutive years
- Unique model of program service
- Highly effective legal team
- Services open to all residents (renters & homeowners) at no charge



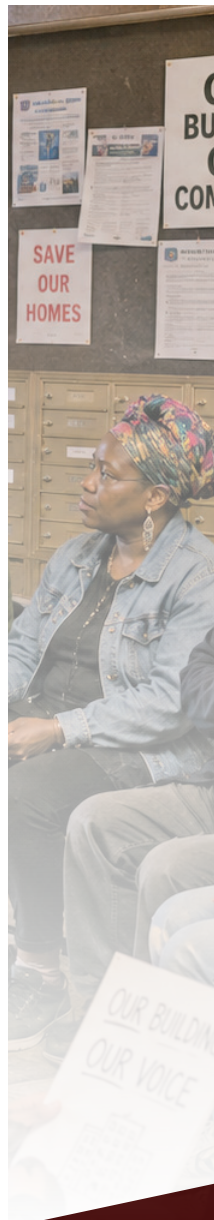
LEASES

A lease is a contract between a landlord and 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. An oral lease for more than one year cannot be legally enforced.

At a minimum, leases should 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 under such terms and conditions as are agreed by both parties. 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 read easily.

Unless the lease states otherwise, the apartment must be made available to the tenant at the beginning of the tenancy. If the apartment is not available when agreed, the tenant has the right to cancel the lease and obtain a full refund of any deposit.

Lease provisions which exempt landlords from liability for injuries to persons or property caused by the landlord's negligence—or that of his/her employees— are null and void. Further, a lease provision that waives 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 is also null and void. 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. A lease provision which requires a tenant to pledge his/her household furniture as security for rent is void.



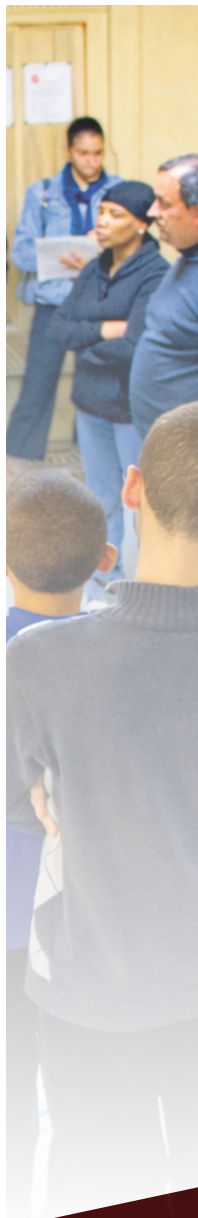
RENEWAL LEASES

Except for rent-regulated apartments, and those that fall under the Good Cause Eviction Law, a tenant may only renew the lease with the consent of the landlord. 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.

The renewal leases for rent stabilized tenants must be on the same terms and conditions as the prior lease and rent increases, if any, are limited by law but may provide for a rent increase according to rates permitted by the Rent Guidelines Board. Rent stabilized tenants may choose either a one-year or two-year renewal lease. For rent stabilized tenants, the landlord must give written notice to the tenant of the right to renewal no more than 150 days and not less than 90 days prior to the end of the lease. 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.

MONTH-TO-MONTH TENANTS

Tenants who do not have leases, or have an expired lease, and who pay rent on a monthly basis are called “month-to-month” tenants. In New York City, depending on how long the tenant has lived in the apartment, a landlord seeking to terminate the tenancy must give a 30-60 or 90-days’ notice before the expiration of the term. The notice must state that the landlord elects to terminate the tenancy and that refusal to vacate will lead to eviction proceedings.



RENT CHARGES

Where an apartment is not subject to rent stabilization or rent control, Good Cause Eviction or other rent regulation, a landlord is free to charge any rent agreed upon by the parties. If the apartment is subject to such rent regulation, the rent and subsequent rent increases are set by law.

A tenant may challenge the regulated rent in Court or with the Division of Housing and Community Renewal (DHCR). If the challenge is upheld, DHCR will order a refund of any overcharge plus interest and, where appropriate, penalties. Landlords of rent stabilized buildings may seek rent increase for certain types of building-wide major capital improvements (MCI), such as the replacement of a boiler, or the replacement of the entire Electrical or Plumbing system throughout the building. Under certain circumstances, a landlord may also apply for a hardship rent increase.

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, he or she 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.



RENT SECURITY DEPOSITS

Virtually all leases require tenants to pay their landlord a security deposit. The security deposit is limited to one month's rent. The landlord must return the security deposit, minus any lawful deductions within fourteen (14) days of the tenant's vacatur from the apartment. A landlord may use the security deposit:

- (a) as reimbursement for the reasonable cost of repairs beyond normal wear and tear, if the tenant damages the apartment; or
- (b) as reimbursement for any unpaid rent.

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 annual administrative expenses of 1% 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.



SUBLETTING OR ASSIGNING LEASES

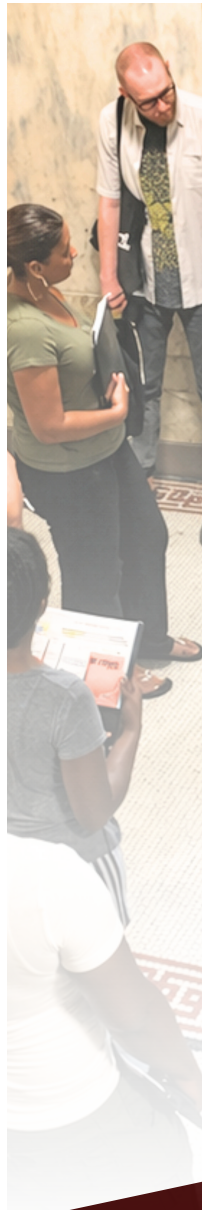
Subletting and assignment are methods of transferring the tenant's legal interest in an apartment to another person. A sublet transfers less than the tenant's entire interest while an assignment of the lease transfers the tenant's entire interest.

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 after 30 days' notice.

Tenants with leases who live in buildings with four or more apartments have the right to sublet with the landlord's advance consent. The landlord cannot unreasonably withhold consent. If the landlord consents to the sublet, the tenant remains liable to the landlord for obligation under the lease, including the payment of 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 unreasonably denies the sublet and 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.

UNLAWFUL EVICTION

When a tenant is evicted, the landlord may not retain the tenants belonging or furniture. A tenant who is put out of his/her apartment in a forcible or unlawful manner is entitled to recover triple damages in a legal action against the wrongdoer. 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 is entitled to be restored to occupancy. It is wise to consult an attorney to protect your legal rights if your landlord seeks possession of your apartment.



RENT OVERCHARGES

In New York City, in apartments where rent stabilization laws apply, the landlord may not charge more than the legal regulated rent. Under the state housing law, landlords must register each rent stabilized apartment with DHCR every year and provide tenants with a copy of the annual registration statement. Tenants may also obtain a copy of the rent history for their apartment directly from DHCR. The tenant may only collect overcharges going back 6 years prior to the tenants' filing a complaint. The tenant is entitled to recover damages or statutory interest, plus reasonable costs and attorney's fees, if they prevail in the overcharge proceeding.

Unless the landlord can prove that the overcharge was not willful, the landlord is liable for damages of three times the amount of the overcharge. This penalty includes the amount of the overcharge itself.

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 of record who dies or permanently vacates the premises.

The rights of a "family member" living in a rent control or rent stabilized apartment to succeed a tenant of record who dies or permanently vacates are covered by statute.

SENIOR CITIZEN LEASE TERMINATIONS

Tenants or their spouses living with them who are sixty two years or older, or who attain such age during their leases, are entitled to terminate their leases if they relocate to an adult care facility, a residential health care facility, subsidized low-income housing, or other senior citizen housing.

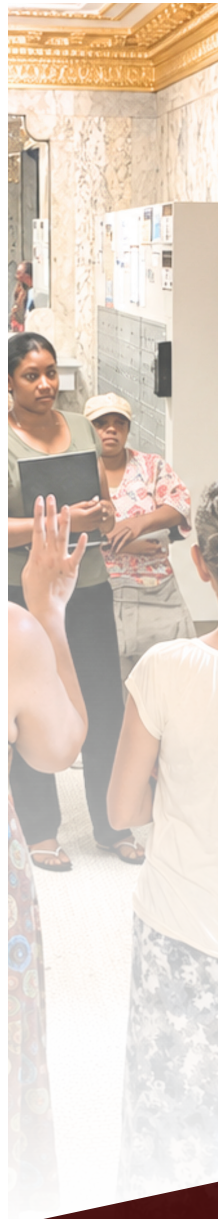


EVICTIION

Following proper notice, a landlord may bring a summary non-payment court proceeding to evict a tenant who fails to pay the agreed rent when due and to recover outstanding rent. A landlord may also bring a summary holdover eviction proceeding if, for example, a tenant significantly violates a substantial obligation under the lease, is permitting a nuisance, not primarily residing in their apartment or staying beyond the lease term without permission.

To evict a tenant or occupant who has resided in a residential unit for 30 days or more, a landlord must sue in court and win the case. Only a sheriff, and marshal or constable can carry out a court ordered warrant to evict a tenant. A landlord may not take the law into his/her own hands and evict a tenant by use of force or unlawful means. For example, it is unlawful for a landlord to use threats of violence, remove possessions from a tenant's apartment, lock the tenant out of the apartment, or willfully discontinue essential services, such as water or heat.

The Good Cause Eviction Law protects tenants in most, but not all, market-rate apartments by requiring landlords to have a legally valid reason to evict or refuse lease renewal. Landlords must prove "good cause" in court, such as nonpayment of rent, lease violations, or nuisance, and the law also limits the ability of landlords to raise rent to arbitrary levels by giving tenants the right to challenge unreasonable increases. Exemptions exist for various types of housing, including those owned by small landlords, rent-stabilized apartments, and newer buildings.





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NEED ONE-ON-ONE ASSISTANCE?

Book an appointment now to meet with a housing specialist to discuss housing specialist to discuss housing code violations, lease renewals, succession rights, rent overcharges, J51s, MCIs, and building-wide service complaints.

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