

Statewide Housing Security and Tenant Protection Act of 2019 Summary

New Tenant Rights

1. Only tenant may terminate month-to-month tenancy on at least 30 days' notice. (RPL §232-b).
2. Landlord has duty to mitigate when tenant vacates unit in violation of lease. (RPL 227-e).
3. "Black-listing" tenants for prior evictions or LL disputes prohibited. (RPL §227-f).
4. LL may not charge application fee; background check fee limited to \$20. (RPL 238-a(1)).
5. Late fees are limited to lesser of \$50 or 5% of monthly rent. (RPL 238-a(2)).
6. Landlord has duty to provide tenant with written receipt of rent for all cash payments, and on demand for check payments. LL must retain receipts for at least 3 years. (RPL §235-e).
7. If Landlord fails to receive rents within 5 days of due date, LL must send tenant written notice by certified mail of failure to receive. Failure to send notice is affirmative defense in non-payment eviction. (RPL §235-e).
8. Security deposits may not exceed one month's rent. Deposit may be retained only upon specific and itemized notice of damages or charges caused by tenant. Notice must be made within 14 days of move-out, or is waived. (General Obligations L. 7-108).
9. Unlawful eviction is now a misdemeanor; tenants constructively evicted by anything other than lawful eviction process must be restored to possession, or LL liable for civil and criminal penalties. (RPAL § 768).

Pre-Eviction

1. Demand for rent must be in writing and must provide 14 days' notice. (RPAPL § 711 (2))
2. Only rents may be sought in evictions, not fees, charges or penalties. (RPAPL § 702).

3. In non-payment eviction, Tenant may pay and Landlord must accept rent owed at any time before hearing, which moots eviction. (RPAPL § 731(4)).
4. For non-renewals or rent increases of 5% or more, Landlord must provide tenant with written notice of at least 30 days if tenant has lived in unit or has lease for less than a year, 60 days if between 1 year and 2 years, and 90 days if more than 2 years. (RPL §226(c)).
5. If utilities are discontinued due to LL failing to pay utility bills, non-payment evictions are stayed until utilities are restored. (RPAPL § 756).
6. Notice of petition and petition must be served between **10 and 17 days** before return date on eviction. (RPAPL § 733(1)).

Eviction Hearing

1. Tenant may answer Petition at any time, including at hearing, either orally or in writing. (RPAPL § 743).
2. Once issue is joined, parties have the right to a first adjournment for trial of at least 14 days. Subsequent adjournments at discretion of Court. (RPAPL § 745).
3. Rebuttable presumption of retaliation if eviction occurs within one year of Tenant complaints to Landlord or municipality about conditions, habitability, repair or safety issues. (RPL § 223-b).

Post-Eviction

1. Upon final judgment of eviction, court will issue a 14 day warrant, stating the earliest date that warrant may be executed. In non-payment, warrant may be vacated any time before eviction by payment of full rent due. (RPAPL § 749).
2. Court may stay eviction for up to one year, if tenant cannot find suitable housing, or in cases of extreme hardship. (RPAPL § 753).
3. LL may not recover attorneys' fees on default judgment. (RPL § 234).