Assemblymember

Walter T. MOSLEY

New York State Assembly, 57th District
Contact: 718-596-0100

WalterTMosley
AssemblymanWalterMosley

Reports on Housing

Spring 2014

Assemblyman Mosley Helps to Strengthen Tenants Protection Rights and Pass Tougher Rent Regulation Laws

Assemblymember Mosley is a fierce advocate for preserving and increasing our affordable housing stock. This year alone, the New York State Assembly passed a series of housing bills that were advocated for and co-sponsored by Assemblymember Mosley. "It is important to have strong rent regulation laws on the books to make sure hardworking families can afford to stay in their homes. There must be firm markers in place to protect tenants from landlords who increase rents at exponential rates or attempt to eliminate rent-regulated apartments," Assemblymember Mosley said. "The Assembly's legislation would help ensure that quality, affordable housing is preserved and accessible to more New Yorkers."

The legislative package passed by the State Assembly includes measures to:

Eliminate vacancy decontrol provisions.
Vacancy decontrol allows vacant apartments with legal maximum rent over $2,500 to be removed from the protections of rent regulation laws and become market-rate units. However, **A.1585** would put an end to that practice and allow apartments recently deregulated by vacancy decontrol to be re-regulated, further preserving the housing stock and protecting tenants.

Prohibit increasing preferential rent upon lease renewal.
Limits the landlord on how much increases can be placed in lease renewals. This applies to cases where the amount of rent charged to and paid by the tenant is less than the legal regulated rent for the housing accommodation, upon the tenant's vacancy the rent may only be increased to the previously established regulated rent **(A.5473).**

Mitchell-Lama protections.
Many former Mitchell-Lama residents face eviction due to unaffordable new market-rate rents in their buildings. **A.4051** requires buildings removed from the Mitchell-Lama program by their landlords to become rent-stabilized, even if they were constructed after 1974. This will help ensure affordability even after the "buy-out" from the Mitchell-Lama Program.

Limit allowable vacancy increases.
Currently, landlords are able to make exorbitant profits by increasing the rent on a vacated apartment. Many landlords harass and unjustly evict tenants with the hope of making more money on the rent. **A.5178** would curtail this issue by reducing the amount a landlord could increase rent on a vacated apartment from 20 percent to 7.5 percent.

SCRIE Program is Extended to Thousands of Seniors

Every year, the most vulnerable of New York City residents, our seniors, are faced with rising rent, increased food prices, medical expenses, and cost of living. Many are unable to bear these financial burdens as they live on fixed incomes that have not been adjusted for inflation in many years. To help address this issue, Assemblymember Mosley and his colleagues in the State legislature advocated for legislation to raise the income limit for eligibility in the New York City Senior Citizen Rent Increase Exemption, or SCRIE program.

The exemption freezes housing costs for rent-regulated residents older than **age 62** who already pay more than **one-third** of their **income for rent**. Currently, residents whose annual income is $29,000 or less are eligible for SCRIE. The new state provision raises that income cap up to $50,000—**a 72 percent increase**—allowing around 24,000 **additional households** to enter the program.

New York City currently pays the full cost of the SCRIE program, but with the new provision, the State would cover the additional funding necessary for any newly eligible applicants with incomes between $29,000 and $50,000. The expansion **goes into effect July 1**.

Those interested in additional information about the SCRIE program are encouraged to visit Assemblymember Mosley's district office, or to go online at **www.nyc.gov/scrie**.

Shirley A. Chisholm State Office Building, 55 Hanson Place, Room 328, Brooklyn, NY 11217
718.596.0100 • mosleyw@assembly.state.ny.us

Center for Faith-Based and Neighborhood Partnerships

The U.S. Department of Housing and Urban Development (HUD) has teamed up with Faith-Based and Neighborhood Organizations to create a new Grassroots initiative. The Center for Faith-Based and Neighborhood Partnerships (CFBNP) serves as a resource center for secular and faith-based nonprofit organizations seeking to partner with HUD to address housing and community development projects throughout the country. The center builds partnerships and serves as a liaison between the local community and the federal government, ensuring the groups have the latest information about HUD opportunities and programs, as well as other federal resources. Created by President Obama in 2010 through executive order 13559, the center serves as a clearing house for local nonprofit organizations and faith-based organizations to help fund important housing counseling services such as:

- Emergency Foreclosure Prevention
- Home Buyer Education
- Homelessness Prevention and Rental Assistance
- Financial Management
- Emergency Utility Assistance

The Center also convenes outside partners, practitioners, and organizations from the nonprofit and faith-based communities along with policy makers and government officials to more effectively identify and meet the needs of some of the most vulnerable members of society.

The CFBNP provides a streamlined process for community groups to access HUD grants and services through over 40 organizational capacity building workshops that are held annually around the country. These workshops are designed for smaller grassroots nonprofits seeking to strengthen their effectiveness by covering the following topics:

- Organizational Development (Board development, 501c3 tax status, etc.)
- Strategic Planning Basics
- Financial Management Basics
- Performance Measurements and evaluation
- The processes of finding and applying for grants

If you would like more information on the Center for Faith-Based and Neighborhood Partnerships, or are part of a local community or faith-based organization that wishes to participate in the center, please visit their website at **www.hud.gov/offices/fbci**, call 202-708-2404, or email **partnerships@hud.gov**. If you wish to learn more about CFBNP's organizational capacity building meetings, please call 202-708-2404, or email CFBNP@hud.gov.

Tips for Avoiding Home Mortgage Foreclosure

Our communities are impacted the hardest when working class citizens are faced with the choice of either paying bills or feeding their families. When a family is confronted by the possibility of foreclosure, it can be a stressful and overwhelming time. This impacts our community at large, causing displacement, and even increasing the threat of homelessness. In order to avoid foreclosure and to manage financially difficult times, here are some tips to consider:

Do not ignore the problem.
The sooner you address your financial need, the more time you have to find a favorable resolution.

Contact your lender as soon as you realize there is a problem.
Lenders do not want you to lose your house and want to work with you to resolve the problem and your financial constraints.

Open and respond to all mail from your lender.
Your failure to open mail will not be a legal excuse if you are taken to foreclosure court.

Know your mortgage rights.
Find your loan documents and read them so you know what your lender may do if you cannot make your payments.

Understand foreclosure prevention options.
Valuable information about foreclosure prevention (also called loss mitigation) options can be found from local HUD-approved community housing specialists.

Contact a HUD-approved counselor.
Housing counselors can help you understand the law and your options, organize your finances, and represent you in negotiations with your lender, if you need this assistance.
To find a local agency visit www.hud.gov or call 1-800-569-4287.

Prioritize your spending.
After healthcare, mortgage payments should be your first priority.
Review your finances and see where you can cut spending (cable TV, eating out, memberships, etc.).

Avoid foreclosure companies.
You don't need to pay high fees for foreclosure prevention help.
Your lender or a HUD-approved housing counselor will provide FREE assistance.

Do not lose your house to foreclosure/recovery scams!
Don't be a victim of scam artists who are taking advantage of people at risk for foreclosure.
Talk to your lender or a HUD-approved housing counselor.

From more information and tips on how to prevent foreclosure, please visit www.hud.gov/foreclosure.

Tenants' Rights

Information on Leases, Security Deposits, Evictions, Subleases, and Responsibilities of Landlords and Tenants in New York State

Leases

A lease is a written or oral agreement—a legal contract stating the terms governing the rental of an apartment or house.

After it is signed, the written lease may not be changed without consent of both parties. Any changes in your lease should be in writing and signed by you and your landlord.

An oral agreement lease, for up to one year, can be enforced.

There is often no lease in a month-to-month tenancy, which may be ended by a landlord or tenant. However, notice must be given at least one month before your next rent payment is due.

Public housing authorities have their own regulations and/or specific lease terms. For your protection, read and understand your lease before signing it. Your lease should always include:

- The identities of the parties to the agreement;
- The term of the lease;
- A clear description of the rental space, including appliances and other furnishings;
- Who is liable for utility expenses;
- The amount of rent;
- The date rent is due;
- Penalties for late rent payments, if any;
- The landlord's responsibilities;
- The tenant's responsibilities; and
- Provisions regarding painting.

Before You Sign a Lease

Examine the windows, wiring, insulation, plumbing, walls, floors, stairways, stove, refrigerator, toilet, sinks, and heating system. These items should be in good working condition. If they aren't, address or resolve the matter before signing the lease.

If you discover issues after you have moved in, contact your landlord requesting repairs within a reasonable amount of time. Remember, read the lease carefully and know your legal responsibilities under the lease.

Early Lease Termination

If you wish to terminate your lease before the allowed time, you must negotiate with your landlord. The landlord may agree to re-rent the dwelling, or you may, in some instances, sublet or assign the apartment.

Senior citizens moving to health care facilities are covered by special protections in the law for early lease termination.

Heat

Between October 1 and May 31, your landlord must provide heating equipment that can maintain the following room temperatures in a building with three or more units:

- 68° F between 6 a.m. and 10 p.m. when the temperature outside is below 55° F.

In New York City and Buffalo, the following additional requirement must be met:

- 55° F between 10 p.m. and 6 a.m. when the temperature outside is below 40° F.

Housing Code Violations

Any problems endangering your health and safety should be reported to the landlord. If the landlord is not available or will not correct the problem, tenants should call their local health or building department. New York City tenants can contact the Department of Housing Preservation and Development by calling 311 or 212-New York. **See nyc.gov/html/hpd/html/tenants/tenants.shtml.**

Subleases

You are allowed to sublease your apartment with the written consent of the landlord. As the original tenant of a subleased apartment, you remain liable for damages and/or defaults in rent. The steps in subletting are:

- Inform your landlord of your intent to sublease by certified or registered mail, including information required by law about the sub-lessee.
- Your landlord has 10 days to request more information.
- Within 30 days after this request and additional information is mailed, or if more information was not requested within 30 days of the initial notification, your landlord must approve or deny the request.
- If your landlord fails to notify you, this can be considered an approval.
- Upon approval, you may sublease the apartment.
- In New York City, subleasing an apartment in a class A dwelling, which is a building occupied by permanent residents, for fewer than 30 days is prohibited, effective May 1, 2011.

The landlord cannot unreasonably withhold consent. If you believe you've been unreasonably denied the right to sublet, you can, at your own risk, proceed to sublet. If your landlord takes legal action, but you can prove the landlord acted in bad faith, your legal fees must be reimbursed by the landlord.

More on next page

Landlord's Responsibilities*

Under state law, landlords are prohibited from allowing any condition that may endanger a tenant's life, health or safety—a warranty of habitability.

- The dwelling must be clean before the tenant moves in.
- Public halls and stairways must have adequate lighting.
- During the winter season, heat must be kept on at all times, except during repairs, alterations, and temporary emergencies.
- Radiators, plumbing, wiring, hot water heaters, and furnaces must be maintained.
- An apartment and surrounding areas must be kept free from insects, rodents, and trash.

Tenant's Responsibilities

- Pay the rent on time.
- Apartment and yard must be kept clean.
- The landlord must be kept informed of any problems with facilities.
- Any damages to the premises, besides normal wear and tear, must be repaired.

**Unless otherwise stated in the lease.*

Discrimination: It is unlawful to deny a person housing based on his or her race, creed, color, national origin, sex, age, disability, or marital status. Further, in New York City, it is unlawful to deny a person housing based on his or her sexual orientation, partnership status, family composition, immigration status, lawful occupation and source of income. Recovering alcoholics and persons with AIDS or who are HIV-positive are also protected from housing discrimination.

Tenants' Rights *continued from previous 3*

Security deposits

A security deposit is a sum of money held by the landlord to cover violations of the lease—e.g., damages—caused by a tenant. As a tenant, you should request a receipt for your security deposit. In buildings with six or more housing units, the landlord must:

- Deposit your money in an interest-bearing account;
- Give you the name and address of the bank in writing; and
- Hold the interest in trust or pay it to you annually. The landlord may retain 1 percent of the interest generated from the security deposit for administrative expenses.

In buildings with fewer than six housing units, the landlord is not required to deposit the money in an interest-bearing account. If the landlord decides to deposit the money in a bank, you're entitled to proper notification and interest.

When you move, you should receive a refund of the security deposit. You're responsible for any damages beyond normal wear and tear, and your landlord may withhold all or part of the security deposit to cover damage or unpaid rent. The landlord can be prosecuted for wrongfully withholding all or part of your security deposit.

Evictions

Eviction is the legal removal of a person from someone else's property. The steps in an eviction are:

1. Tenant defaults in rent payments and/or breaks the terms of the lease or the lease expires.
2. Landlord serves a petition, which is the start of a case. In some cases, the landlord must serve a notice prior to starting a court action.
3. Tenant appears in court to contest the eviction and to raise any counterclaims against the landlord; tenants who don't contest the eviction in court lose the case.
4. If the landlord wins, the court issues a warrant, to be served by the marshal or sheriff, requesting the tenant's eviction; the court may issue a monetary judgment against the tenant; if the landlord can't prove his or her case, the action is dismissed; if the tenant wins a counterclaim, the court issues a judgment against the landlord.
5. If the case involves nonpayment of rent, the tenant can usually end the action by paying rent before the warrant is issued.
6. The warrant will be served, giving the tenant 72 hours to vacate.
7. After 72 hours, the marshal or sheriff can remove the tenant's belongings from the premises and lock the tenant out.

Landlord Retaliation Barred

In every lease is a guarantee by a landlord that the premises are fit for human habitation and tenants will not be in danger—called a warranty of habitability. Breach of this guarantee can be grounds for a tenant to sue the landlord or, if the landlord started a court action, have the landlord's action dismissed.

However, tenants are often reluctant to report violations of housing codes or seek enforcement of their legal rights for fear they may be evicted by their landlords. By law, landlords are prohibited from threatening eviction when tenants complain of violations.

For example, in residential rental premises, except owner-occupied dwellings with less than four units, tenants are guaranteed protection against landlord retaliation and cannot be evicted if:

- A tenant has filed a good faith complaint of an unsafe, unhealthy or uninhabitable dwelling;
- A tenant has taken action in good faith to secure his or her rights as a tenant; or
- A tenant participates in a tenant organization.

Assemblymember

Walter T. MOSLEY

Reports on Housing

Spring 2014

Available Community Resources

There are a number of organizations in the community available to assist with various housing issues including eviction prevention, tenant and landlord disputes, foreclosures, financial literacy classes, home maintenance training programs, and first-time homebuyer workshops.

- **Pratt Area Community Council**
  201 Dekalb Ave., 718-522-2613
- **Neighborhood Housing Services of Bed-Stuy**
  1012 Gates Ave., 1st Floor, 718-919-2100
- **Legal Aid Society Brooklyn Housing Court Office**
  141 Livingston Street, 2nd Floor, 718-643-4819
- **Brooklyn Housing & Family Services**
  415 Albemarle Road, 718-435-7585
- **Bedford-Stuyvesant Community Legal Services**
  1360 Fulton Street, Suite 301, 718-636-1155
- **South Brooklyn Legal Services**
  105 Court Street, 718-237-5500
- **CAMBA Housing Legal Services**
  885 Flatbush Avenue, 718-287-0010