

Tenants' Rights

A Handbook for Syracuse Tenants

AUGUST 2019

Prepared by the Coalition for Effective Code Enforcement



Substantial portions of this Handbook are reprinted from the publication *Tenants' Rights*, prepared by the Office of the Attorney General, New York State Department of Law.



Various parts of this document provide broad legal descriptions of legal procedure. However, no part of this manual should be regarded as legal advice. If you need legal advice, seek the services of a competent attorney. Also, laws change. Information that is accurate at the time of printing may be rendered obsolete by the passage of new laws or revised judicial interpretations of existing laws.

Este documento también esta disponible en español. Si tiene algún problema entendiendo este panfleto, pongase en contacto con el Departamento de Vivienda de La Liga de Acción Hispana – 315-475-6153

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Tenants' Rights

In New York State, tenants' rights are protected by a variety of federal, state and local laws. The Multiple Residence Law, Real Property Law, New York State Uniform Fire Prevention and Building Code (NYSUFPBC), and Real Property Actions and Proceedings Law cover Syracuse and the towns and villages of Onondaga County. The Syracuse Property Conservation Code applies only in the City of Syracuse. These and other laws are cited, where they apply.

Living Conditions

Warranty of Habitability

Tenants are entitled to an apartment free from conditions that are dangerous, hazardous or detrimental to life, health or safety and are fit for human habitation. Lease provisions inconsistent with this right are illegal. Failure to provide heat or hot water on a regular basis or to rid an apartment of insect infestation are examples of a violation of this warranty. This warranty also applies to a building's public areas and to cooperative apartments (Real Property Law § 235-b).

Before signing the lease, or agreeing to rent the property, a tenant can request a walk-through of the property with the landlord or their agent to determine the condition of the property and the landlord must provide one. When a walk-through is done, the landlord or their agent shall put into writing the conditions of the property and note any repairs or concerns. Tenants are entitled to a final walk-through at the time of moving out of the property.

If a landlord breaches the warranty, the tenant may sue for a rent reduction. The tenant may also withhold rent, but in response, the landlord may sue the tenant for non-payment of rent. In such a case, the tenant may counter sue for breach of the warranty.

Rent reduction or repairs may be ordered if a court finds that the landlord violated the Warranty of Habitability. The reduction is computed by subtracting from the actual rent the estimated value of the apartment without the essential services.

Tenants who withhold rent because of a lack of repairs, should save it and not spend it. If they do not hang on to the rent money, they may face eviction even though they prove there has been a breach of the warranty of habitability. This is because the value of the breach usually does not totally cancel out the rent obligation and because the court will probably require the tenant to pay the difference immediately upon determining how much rent should be reduced.

For example, suppose that the tenant withholds monthly rent of \$450; the landlord sues to evict; the court values the proven breach of the warrant of habitability at 10% for each of 3 months that the condition has existed, or \$135. If the tenant is not prepared to pay the difference between the rent

owed and the rent reduction allowed (\$450 - \$135 = \$315), then the court could issue an order and warrant of eviction and a money judgment in the reduced amount (i.e., for \$315).

The Warranty is not automatically breached if a building's condition violates a statute, regulation or provision of the Syracuse Property Conservation Code. Conversely, the fact that a building or apartment has not been inspected or cited by a governmental authority does not mean there is no violation of the warranty. A judge makes the final determination as to whether or not the landlord has violated the Warranty of Habitability, if the rent should be reduced and the amount if any the rent should be reduced. Tenants should bring the rent to court with them to pay the amount due after the Judge's determination.

Landlord's Duty of Repair

All landlords are required to maintain electrical, plumbing, sanitary, heating and ventilating systems in good and safe working order. Landlords must also keep in good working order appliances they install, such as refrigerators and stoves. Landlords must keep the buildings' public areas in "good repair." Landlords also have a legal duty to keep every part of a dwelling clean and free of vermin, dirt, garbage and other offensive material (Multiple Residence Law § 174).

All landlords of property located in the City of Syracuse must maintain their premises in accordance with the Syracuse Property Conservation Code (SPCC). Generally, the SPCC requires landlords to keep buildings and open areas hazard free; keep their property free of insects, vermin, and rodents; and maintain adequate facilities for the collection, storage, handling, and disposal of garbage and rubbish (SPCC §§ 27-71, 27-72 through 27-75).

In an emergency, tenants may make necessary repairs and deduct reasonable repair costs from the rent. For example, when a landlord has been notified that a door lock is broken and willfully neglects to repair it, the tenant may hire a locksmith and deduct the cost from the rent. Tenant should keep receipts of money paid for said repairs.

The SPCC authorizes the tenant to make repairs that will correct violations of the SPCC only after the City gives the landlord notice of the violation and the violation is not repaired within the time allowed by the City of Syracuse (SPCC § 27-114).

Code Enforcement

Tenants should bring complaints to the attention of their local housing officials. In the City of Syracuse call the **Department of Neighborhood and Business Development – Division of Code Enforcement at 315-448-8695**. To check on any existing code violations on a property, you can call the Division of Code Enforcement or check for violations online at <http://ipsweb.syr.gov.net>.

Lead Paint

Tenants may request a health and safety inspection of their rented unit to evaluate potentially unsafe housing conditions, including deteriorated paint.

Health and Safety Violations: New York State Building and Property Maintenance code, local Property Preservation Code, and Public Health Law all have specific requirements for the condition of painted surfaces. Properties built prior to 1978 may contain lead-based paint. Poorly maintained, chipping, or peeling lead-based paint can pose a health risk to occupants, especially young children and pregnant women. To request an inspection, tenants may contact their local Codes Enforcement office (315-448-8695) or the Onondaga County Health Department’s Lead Poisoning Prevention Program at 315-435-3271. If the inspection identifies a violation or hazard, the property owner will be notified and is responsible for completing any needed repairs.

Lead Disclosure: HUD and EPA jointly issued a rule in 1996 that requires property owners to disclose known lead-based paint and/or lead-based paint hazards to potential buyers or renters. Owners of rental properties are required to provide the “*Protect Your Family From Lead In Your Home*” pamphlet, must review and have tenant sign the lead disclosure notice, and maintain a copy of the sign document on file. “*Protect Your Family From Lead In Your Home*” can be ordered from the National Lead Information Clearinghouse at 1-800-424-LEAD and is available for download in multiple languages from <https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>

Lead-Safe Worker Training: HUD and EPA regulations define training requirements for workers making repairs to painted surfaces that may contain lead. The EPA’s Renovate, Repair and Paint Rule (RRP) requires anyone who is paid to work on properties built before 1978 to be trained and certified in Lead Safe Work Practices. The rule requires proper notification be given before the start of repair work.



Tenants may ask their landlord, property manager, maintenance worker, or other individual responsible for building repairs for proof of this certification. Additional information on this rule is available from <https://www.epa.gov/lead/lead-renovation-repair-and-painting-program>

Rental Registry

Pursuant to the Syracuse Property Conservation Code, landlords are required to register their name and address with the City if they do not live on the leased premises. If the landlord lives outside of Onondaga County, the landlord must give the name and address of an individual who will be responsible for repairs (SPCC § 27-11(C)).

Tenants should bring complaints to the attention of their local housing officials. In the City of Syracuse call the **Department of Neighborhood and Business Development – Division of Code Enforcement at 315-448-8695**.

Smoke Alarms

The following locations in an apartment are required to have smoke alarms: on the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms, and in each room used for sleeping purposes and each story within a dwelling unit including basements and cellars (SPCC § 27-43(D), NYSUFPBC – Property Maintenance Code of New York State § 704 and Fire Code of New York State § 907).

Door Locks and Safety

Apartments in Syracuse must have suitable locking devices (SPCC § 27-65). Tenants who are victims of crimes in their building or apartment, and who are able to prove that the criminal took advantage of the landlord’s failure to make the building reasonably safe, may be able to recover personal and property damages from the landlord.

Leases

Generally

A lease is a contract between a landlord and tenant which contains rental terms and conditions. It cannot be changed while in effect unless both parties agree. A lease may be oral or written. However, an oral lease for more than one year cannot be enforced (General Obligation Law § 5-701).

Tenants who lease apartments must negotiate the rent, the duration of the lease, and the conditions of occupancy with their landlords. These matters must also be negotiated when a lease is up for renewal unless a lease contains an automatic renewal clause.

Since an automatic renewal clause can be a trap for unwary tenants, landlords are required to give tenants advance notice of the existence of such a clause. Landlords must give this notice between 15 and 30 days before a tenant is required to notify the landlord of an intention to terminate the lease (General Obligation Law § 5-905). However, **as of October 12, 2019**, landlords must provide a notice if the rent is increasing more than 5%, or if the landlord does not intend to renew the lease. If you have lived in the property between 30 days and 1 year, landlords must give 30 days' notice; if you lived in the property between 1 and 2 years, landlords must give 60 days' notice; and if you have lived there for more than 2 years, you should get 90 days' notice.

Unless the lease states otherwise, the landlord is obligated to make the apartment available to the tenant at the beginning of the tenancy. If the landlord fails to do so, the tenant has the right to cancel the lease and obtain a full refund of any deposit (Real Property Law § 223-a).

Month-to-Month Tenants

Tenants who do not have one-year leases and pay rent on a monthly basis are called month-to-month tenants. Tenants who stay past the end of a lease are also treated as month-to-month tenants if their landlord accepts their rent.

Starting October 12, 2019, only the Tenant may terminate a month-to-month tenancy by giving notice at least one month before the expiration of the term. For month-to-month tenancies expiring at the end of

Plain English Requirement

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 be read easily (General Obligations Law § 5-702; C.P.L.R. § 4544).

Unconscionable Lease Clauses

Most landlords use printed form leases which they ask tenants to sign on a take-it-or-leave-it basis. The law does not require that any particular lease be used. Since tenants often have no meaningful opportunity to reject lease provisions, the courts may refuse to enforce a provision found to be unreasonably favorable to the landlord (Real Property Law § 235-c). Nevertheless, read your lease and all riders carefully before you sign. Do not rely on oral promises; make sure that all promises and agreements are written in the lease before signing it. It is wise to consult an attorney if you have any questions about your lease.

Landlord's Negligence

Lease provisions which exempt landlords from liability for injuries to persons or property caused by the landlord's negligence or that of his employees are not valid. Further, a lease provision that waives the tenant's right to a jury trial in any lawsuit against a landlord for personal injury or property damage is also null and void. (General Obligations Law § 5-321; Real Property Law § 259-c).

Attorney's Fees

A written lease may allow a landlord to recover attorney's fees, however, the law also grants that same right to the tenant. However, if the landlord incurs any legal fees, those fees cannot form the basis of an eviction. (Real Property Law § 234).

the month, a notice provided on the last day of the month prior to the month of expiration would be legally sufficient. The termination notice need not explain why the landlord seeks possession of the apartment.

Rent

Security Deposits

Virtually all leases require tenants to give their landlord a security deposit. Statewide, no security deposit shall exceed the amount of one month's rent. The landlord must return the security deposit, less any lawful deduction, to the tenant at the end of the lease or within 14 days of moving out. The entire amount of the deposit shall be refundable to the tenant upon the tenant's vacating of the premises except for an amount lawfully retained. Within the 14 days after the tenant has vacated the premises, the landlord shall provide the tenant with an itemized statement indicating the basis for the amount of the deposit retained, if any, and shall return any remaining portion of the deposit to the tenant. If a landlord fails to provide the tenant with the statement and deposit within fourteen days, the landlord shall forfeit any right to retain any portion of the deposit. A landlord may use the security deposit only: (a) as reimbursement for the reasonable cost of repairs beyond normal wear and tear, if the tenant damages the apartment; and (b) as reimbursement for any unpaid rent.

The law requires all landlords, regardless of the number of units in the building, to treat the deposit as trust funds belonging to their tenants. Landlords are prohibited from co-mingling the deposits with their own money.

Landlords of buildings with six or more apartments must put all security deposits in New York State 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 expense of 1% of the deposit. All other interest earned on the deposit 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.

If the building has fewer than six apartments, a landlord who voluntarily places the security deposits in an interest bearing bank account must also pay interest to tenants and may retain the same 1% annual administrative fee. These rules also apply to mobile home parks.

If the building is sold, the landlord must transfer all security deposits to the new owner within five days, or return the security deposits to the tenants. Landlords must notify the tenants, by registered or certified mail, of the name and address of the new owner (General Obligation Law, 7-108).

When problems arise, tenants should first try to resolve them with the landlord before taking other action. If a dispute cannot be resolved, tenants may file a claim in small claims court. For further advice, tenants should contact their attorney, the local Attorney General's office, the Greater Syracuse Tenants Network or a legal services agency.

Rent Receipts

Landlords, or their agents must provide tenants with a written receipt when rent is paid in cash, by money order, with a cashier's check, or in any form other than a personal check. The receipt must state the payment date, the amount, the property and rental period paid and have the signature and title of the person receiving the rent. The receipt must be given at the time of payment if rent is paid directly to the landlord, and within 15 days if paid indirectly to the landlord. Requests for receipts are valid for the entire time that the tenant lives in the property. (Real Property Law § 235-e).



Subletting and Assigning Leases

Generally

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 transfers the entire interest. A tenant's right to assign the lease is much more restricted than the right to sublet.

When a lease agreement is assigned to a new tenant the original tenant's obligation to the landlord is terminated. When there is a sublease the original agreement between the tenant and landlord remains, but a separate agreement between the tenant and subtenant is created.

Assigning a Lease

Unless a greater right to assign is conferred by the lease, the following guidelines apply to lease assignments. 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 (Real Property Law § 226-b).

Subletting an Apartment

Tenants who live in buildings with four or more apartments have the right to sublet with the landlord's advance consent, and the landlord cannot unreasonably withhold consent.

If an apartment is sublet, the original tenant remains liable to the landlord for the obligations of the lease. If the landlord of a building with four or more apartments denies the sublet on reasonable grounds the tenant cannot sublet and the landlord is not required to release the tenant from the lease. A court must decide whether the particular grounds given are reasonable.

If the landlord denies the sublet on unreasonable grounds, the tenant may sublet. If 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. If a landlord's reason for not approving a sublet arrangement is discriminatory (e.g., a landlord refuses to allow a family with children to sublet an apartment formerly occupied by college students), then it is a violation of the fair housing act, and both the original tenants as well as the prospective subletters have standing to sue the property owner.

These steps must be followed by a tenant who lives in a building with four or more apartments wishing to sublet:

1) The tenant must send a written request to the landlord by certified mail, return-receipt requested. The request must contain the following information:

(a) the length of the sublease; (b) the name, home and business address of the proposed subtenant; (c) the reason for subletting; (d) the tenant's address during the sublet; (e) the written consent of any co-tenant or guarantor; (f) a copy of the proposed sublease together with a copy of the tenant's own lease, if available.

2) Within 10 days after the mailing of this request, the landlord may ask the tenant for additional information to help make a decision. Any request for additional information may not be unduly burdensome. Within 30 days after the mailing of the tenant's request to sublet or the additional information requested by the landlord, whichever is later, the landlord must send the tenant a notice of consent, or if consent is denied, the reason for denial. A landlord's failure to send this written notice is considered consent to sublet. A lease clause requiring a tenant to waive the right to sublet is unenforceable. A sublet or assignment which does not comply with the law may be grounds for eviction (Real Property Law § 226-b).



Evictions

Never Ignore Legal Papers

To evict a tenant a landlord must sue in court and win the case. Only a sheriff or marshal can carry out a court ordered eviction of a tenant after 14 days (including weekend and holidays). The eviction can only take place on a business day between sunrise and sunset (Real Property Actions and Proceedings Law § 749).

Non-Payment

To evict a tenant for non-payment, the Landlord must serve a written demand for rent and allow 14 days before commencing an action in court. The court papers must be served at least 10 to 17 days before the hearing date. Once you are served with court papers, you should contact a legal services agency for assistance.

If the warrant of eviction is issued by the court, the eviction can be stopped if the rent is paid in full within the 14 days before the eviction is scheduled to take place. The landlord cannot refuse to accept the payment. In this case the process is vacated, and tenant can stay in the property.

Holdover

A landlord who wants to proceed with a warrant of eviction on the grounds of only recovery possession of the premises and not payment of rent due, landlord must give 30 days' written notice to tenant to vacate the premises before commencing action in court for holdover. However, **starting on October 12th, 2019**, any tenant living in a property for up to 1 year must be served with a 30 days' notice, between 1 and 2 years must be served with a 60 days' notice, and for more than 2 years must be served with a 90 days' notice.

Retaliatory Eviction

Landlords are prohibited from harassing or retaliating against tenants who exercise their rights. For example, landlords may not seek to evict tenants, unreasonably raise rent, or curtail services required in the lease agreement solely because tenants (a) make good faith complaints to a government agency about violations of any health or safety laws; or (b) take

Unlawful Evictions

Any action taken by a landlord to evict a tenant without court order, whether by force or not, is unlawful. It is now both a civil and criminal offense (Class A Misdemeanor) to evict or attempt to evict a tenant who has resided in a property for at least 30 days. This includes doing anything that interferes with the tenant's use or occupancy of the property. Violations are subject to fines ranging from \$1,000 to \$10,000, and a further \$100 per day that the tenant is not restored to possession up to six (6) months. (Real Property Actions and Proceedings Law § 768).

If you are put out of your apartment without being lawfully evicted, whether it be by force or by the landlord changing the locks to your apartment, or the utilities are disconnected, call the police. Tell them that your landlord does not have a warrant of eviction and request assistance. After calling the police, you must contact either a private attorney, or a legal services agency to assist you in regaining possession of your apartment.

A tenant who is locked out of his/her apartment in this manner may recover triple damages in a legal action against the landlord. Tenants should keep receipts of all monies spent because they were illegally evicted.

When a tenant is evicted, the landlord has no right to retain the tenant's personal belongings or furniture. It is wise to immediately consult with an attorney to protect your legal rights if your landlord seeks possession of your apartment. If you cannot afford an attorney contact a legal services agency for assistance.

good faith actions to protect rights under their lease; or (c) participate in tenants' organizations. In all rental property, except those having four units or less which are owner occupied, tenants may collect money damages from landlords who violate this law (Real Property Law § 223-b; SPCC § 27-126).

Tenants' General Rights

Discrimination

Landlords are prohibited from discriminating against tenants by numerous local, state, and federal civil rights laws. These laws protect tenants from discrimination on the basis of race, creed, color, religion, national origin, disability, sex, marital status, age, military status, familial status, sexual orientation, status as a victim of domestic violence, source of income, and gender identity and expression.

On the basis of any of these protected characteristics a landlord or management company may not:

1. Refuse to rent or renew a lease
2. Change the terms and conditions of a rental
3. Lie about the availability of housing
4. Print or distribute a discriminatory advertisement

To give a couple of examples....

- A landlord cannot refuse to rent to a tenant because there are kids in the home or because the couple is married.
- A landlord cannot only rent to people who speak English
- A landlord cannot advertise "No Public Assistance"
- A landlord cannot charge higher security deposits to black households

In New York State, all housing is protected except owner occupied housing with two or fewer units, room rentals in owner occupied housing, and room rentals for roommates of the same sex. Designated senior housing is also exempt from the age and familial status protections. However, the race and color protections extend to all housing.

The New York State source of income protection was passed in 2019 to assure that people receiving legal income such as public assistance, housing subsidies, and social security can have the same access to housing as people with only employment income. Now landlords and management companies must treat all of these subsidies and vouchers the same as income from employment, and tenants cannot be turned away

simply because they will be paying the rent with a voucher.

People with disabilities have additional protections. Under fair housing laws, a landlord cannot refuse to make reasonable modifications to housing or reasonable accommodations to policies if necessary for the tenant with disabilities to use and enjoy their housing. As such, even in a "no pets" building, tenants must be allowed to have their service and emotional assistance animals, if necessary because of their disability, and landlords must allow viable ramps for people with mobility impairments. Lastly, all new multi-family housing built after 1991 must follow certain minimum accessibility requirements.

If a tenant, feels they have been illegally discriminated against they should contact CNY Fair Housing at (315) 471-0420 or info@cnyfairhousing.org.

Right to Share Apartment with Others

It is unlawful for a landlord by a lease clause to restrict occupancy of an apartment to the named tenant in the lease or to the tenant and immediate family. When the lease names only one tenant, the tenant may share the apartment with immediate family, one additional occupant, and the occupant's dependent children. The leased apartment must be the primary residence of the tenant or the tenant's spouse.

When the lease names more than one tenant, these tenants may share their apartment with immediate family, occupants and dependent children of occupants; provided that the total number of tenants and occupants, excluding occupants' dependent children, does not exceed the number of tenants specified in the lease. Again, the leased apartment must be the primary residence of the tenant or the tenant's spouse.

Tenant must inform their landlord of the name of any occupant within 30 days after the occupant has moved into the apartment or within 30 days of a landlord's request for this information.

Landlords may continue to limit the total number of people living in an apartment to comply with any zoning requirements. Any person aggrieved by a violation of this law may bring suit for an injunction, actual damages and court costs (Real Property Law § 235-f).

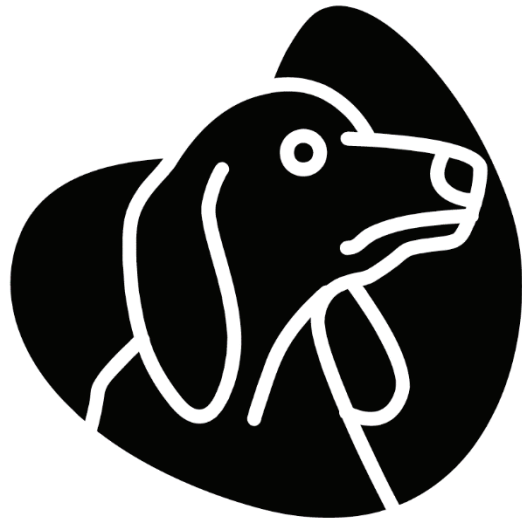
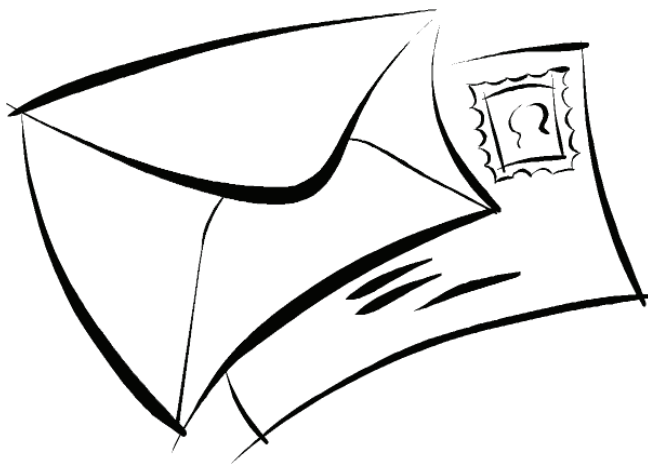
Right of Privacy

Tenants have the right to privacy within their apartments. However, a landlord may enter a tenant's apartment with reasonable prior notice, which usually means twenty-four hours before entering at a reasonable time, usually between 9:00 a.m. to 5:00 p.m.: (a) to provide necessary or agreed upon repairs or services; or (b) in accordance with the lease; or (c) to show the apartment to prospective purchasers or tenants. In an emergency, such as a fire, a landlord may enter an apartment without a tenant's consent. A landlord may not abuse this limited right of entry or use it to harass a tenant, if a landlord does abuse the right of entry, the tenant should contact Hiscock Legal Aid Society, Legal Services of Central New York, a private attorney, or the District Attorney's Office.

Right to Join Tenants' Organizations

Tenants have a legal right to organize. They may form, join, and participate in tenants' organizations for the purpose of protecting their rights. Landlords may not harass or penalize tenants who exercise this right.

Tenants' groups have the right to meet at reasonable hours in any common area in their building, such as lobbies and halls (Real Property Law § 230). For information or assistance, contact the Greater Syracuse Tenants Network.



Pets and Support Animals

Tenants may keep pets in their apartment if their lease permits pets or is silent on the subject. Landlords may be able to evict tenants who violate a lease provision prohibiting pets. Domestic animals and pets shall not be kept on any premises in such a manner as to create unsanitary conditions or to constitute a nuisance.

Domestic animals and pets shall be maintained in accordance with applicable regulations of the City of Syracuse. Unsanitary conditions, inappropriate types of pets or animals and excessive numbers of them constitute conditions which may be considered a nuisance (SPCC § 27-76).

Landlords are permitted to have no pets clauses in their leases, but it is important to distinguish pets from support and service animals. Disabled tenants who require emotional support animals are permitted to request them as reasonable accommodations protected by the Fair Housing Act. Tenants with physical disabilities, specifically, are permitted to have service dogs within their apartments. (N.Y.S. Civil Rights Law § 47). In granting these requests and in buildings that allow animals, landlords may not request that the disabled tenants pay any fees or deposits to have their animal within their unit.

Mail

United States Postal regulations require landlords of buildings containing three or more apartments to provide secure mailboxes for each apartment unless the management has arranged to distribute the mail to each apartment. Landlords must keep the mailboxes and locks in good repair.

Terminating a Lease Under Special Circumstances

Senior Citizen Lease Terminations

When a tenant or tenant's spouse is 62 years or older they have the right to terminate an existing residential lease in certain situations. The tenant must be relocating to an adult care facility, a residential health care facility, subsidized low income housing, or a senior citizens home. Their landlord must be given 30 days written notice, including documentation of admission or pending admission into one of the above mentioned facilities. These tenants also have a right to terminate their leases without penalty in order to move in with a family member when they are medically unable to live independently and have provided a physician's certification of this, in compliance with the statute. The tenant is released from further rent payments from the time subsequent to the date of lease termination. The law deems void any lease clause to the contrary (Real Property Law § 227-a).

A landlord cannot penalize a tenant, who cancels their lease through one of these options, in any way, including the withholding of a security deposit.

Lease Termination for Military Personnel

Individuals entering or calling to active duty in the military service may terminate a lease occupied for dwelling or certain other specified purposes if (1) the lease was executed by the service member before he/she entered active duty; and (2) the leased premises have been occupied by the service member or his/her dependents. Any such lease may be terminated by written notice delivered to the landlord at any time following the beginning of military service. Termination of a lease requiring monthly payments is not effective until 30 days after the first date on which the next rent is due subsequent to the date when the notice of termination is delivered. For example, if rent is due on the first day of the month, and notice is mailed on January 1, then rent is next due on the first of February and the effective date of lease termination is March 1 (N.Y. Military law §310).

Landlords are prohibited from evicting the spouse, children or other dependents of a service member on active duty, except with permission of the court (NY Military Law §309).



Utilities

Heating Season

In Syracuse, residential buildings shall maintain a temperature of not less than sixty-eight degrees Fahrenheit between September 15th and May 31st (SPCC § 27-54). Elsewhere in Onondaga County, state law requires that an apartment's temperature be at least sixty-eight degrees Fahrenheit from October 1st to May 31st whenever the outdoor temperature falls below fifty-five degrees Fahrenheit between 6 a.m. and 10 p.m. (Multiple Residence Law § 173).

Truth in Heating

Before signing a lease requiring payment of individual heating and cooling bills, prospective tenants are entitled to receive a complete set or summary of the past two years' bills. These copies must be provided free upon written request. This law encourages landlords to make buildings more energy efficient and helps prospective tenant to more accurately calculate their expenses (Energy Law § 17-103). The Attorney General's Office can help tenants with related problems.

Continuation of Utility Services

When the landlord of a multiple dwelling is delinquent in paying utility bills, the utility must give advance written notice to tenants and to certain government agencies of its intent to discontinue service. Service may not be discontinued if tenants make arrangements to pay monies to the utility company. The tenants should call the utility company to find out the minimum amount required to maintain service. The tenants of multiple dwellings can deduct these payments from future rent. The Public Service Commission can assist tenants with related problems. In emergency situations where tenants are facing shut-offs they should call the Public Service Commission at 1-800-342-3355.

If a multiple dwelling's landlord fails to pay a utility bill and service is discontinued, tenants can receive payment for damages from the landlord (Real Property Law § 235-a; Public Service Law § 33).

High Bill and Shared Meter Situations

Tenants who are responsible for paying their gas and electric should read their bills on a monthly basis to track their usage. If the tenant's utility usage appears higher than the tenant believes it should be, the tenant has the right to call the utility directly and request a meter investigation. In some cases, the bill could be high due to a problem with the meter. In some cases there could be a "shared meter" situation, where the tenant is not only paying for electric, gas or steam furnished to an account holder's apartment or dwelling but the tenant is also supplying service to fixtures or appliances outside a tenant's area of responsibility and is not under the tenant's exclusive use and control. An example of a "shared meter" situation is when a hot water heater or furnace may be located inside a tenant's apartment, but it is also providing hot water and heat to other apartments or common areas of the building. Calling the utility to complain is the first step in the process that will result in the utility company investigating to determine what if anything is going on with the tenant's meter (N.Y. Pub. Serv. Law § 52(1)(b)).

Balance Transfers

In New York State a "Balance Transfer" means that a customer has closed an account (or the Company has terminated an account) that contains an arrearage at the time of closure. The Company may try to transfer that amount of arrears at a later date. The transfer could occur in a variety of ways such as transferring the total to:

- that same customer when they open a new account at a different premise; or,
- to a new customer who opens a new account at the same premise where the arrears accrued for the old account;
- or, to a new customer opening a new account at a different premise, that shares the same last name, or that had previously shared an address, with a customer that had previously closed an account that contained an arrearage at the time of closure (or had been terminated by the Company).

In these situations, the tenant should seek assistance from the NYS Public Service Commission who can help in determining whether the transfer is valid. Due to a number of factors,

including time limits, it may not be appropriate to transfer that amount to the tenant. In other situations, the transfer could be valid but the tenant should be offered a deferred payment agreement (DPA) which is an agreement to pay back the amount over time. For more information, tenants can also call the Public Utility Law Project (PULP), a nonprofit organization that works with utility customers on a variety of matters. PULP operates a toll free hotline: (877) 669-2572.

The Utility Complaint Process

A dispute process is available in New York State for utility customers who are unable to resolve a variety of matters directly with their utility company (for example: preventing termination of service, entering into a deferred payment agreement to pay down their arrears) (Public Service Commission Regulations Part 12). Tenants can file a complaint by calling the Department of Public Service at 800-342-3377. Complaints can also be filed online by visiting:

[http://www3.dps.ny.gov/ocs/itgate.nsf/\(webDPS_welcome\)?OpenForm](http://www3.dps.ny.gov/ocs/itgate.nsf/(webDPS_welcome)?OpenForm)

Tenants should follow up with the Department of Public Service if after filing their initial complaint they remain unable to resolve the matter with their utility. The tenant can call the Department of Public Service back and request to “escalate” their complaint, which will result in the Department of Public Service investigating the matter and then making a determination. Once the determination is made, the tenant has fifteen-days to appeal if they disagree with the determination. The tenant can choose to have an informal hearing (where they can appear before an Administrative Law Judge with the utility company present) or an informal review (the decision will be based on the record) (16 NYCRR 12.0 et seq.). Following the appeal, the tenant has fifteen-days to appeal to the NYS Public Service Commission who will make a written decision (16 NYCRR 12.14).

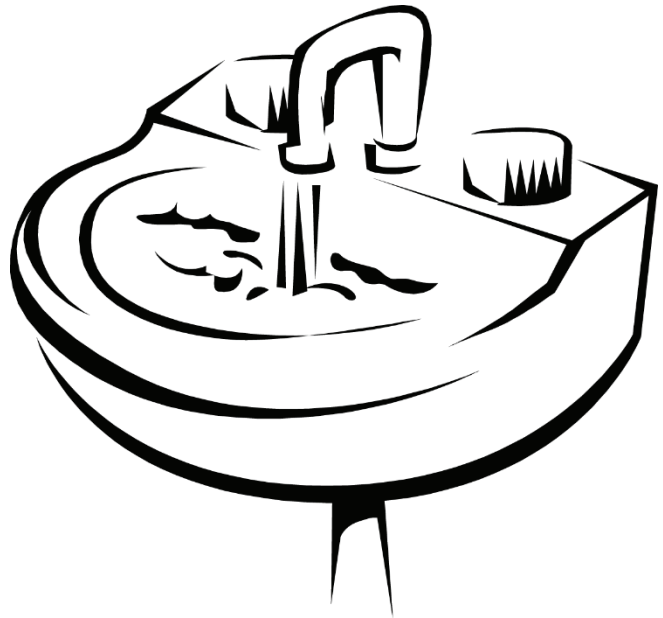
For more information, tenants can also call the Public Utility Law Project (PULP), a nonprofit organization that works with utility customers on a variety of matters. PULP operates a toll free hotline: (877) 669-2572.

Water Shut Offs

The City of Syracuse Water Department may not terminate water service to any known tenant-occupied property located within the City due to the property owner’s failure to pay the water service bill. Prior to termination of any water service the City must serve a written notice on any known occupants of the property (according to City of Syracuse Code of Ordinances, Part M, Chapter 16, Section 16108).

Under the unfortunate circumstances that water service is mistakenly shut-off to a tenant-occupied property water service must be restored at no cost to the tenant, and within forty-eight (48) hours after: Either the City’s Commissioner of Water or Utilities Billing Supervisor for the Water Finance Bureau of the Department of Water receives actual written notice of the shutoff and the fact that the property is tenant-occupied.

- If you are a tenant residing at this property, please immediately contact the Syracuse Water Department at 315-448-8340 or 101 N. Beech St. Syracuse, New York 13210, or Legal Services of Central New York at 315-703-6500 or 221 S. Warren St. 3rd Fl. Syracuse, New York 13202 to arrange for the re-activation of your water services.



Apartment Hunting

Real Estate Brokers

Consumers may retain a real estate broker to find a suitable apartment. New York State licenses real estate brokers and salespersons. Brokers charge a commission for their services which is usually a stated percentage of the first year's rent. The amount of the commission is not set by law and should be negotiated between the parties. The broker must assist you in finding and obtaining an apartment before he may charge you commission. The fee should not be paid until you are offered a lease signed by the landlord. Complaints against real estate brokers should be brought to the attention of the New York Department of State (Real Property Law, Article 12-A).

Apartment Referral Agencies

Businesses that for advance fees provide information about the location and availability of rental housing must be licensed by the New York State. The fees charged by these firms may not exceed one month's rent. When the information the firms provide does not result in a rental, the entire pre-paid fee, less \$15.00, must be returned to the tenant. Criminal prosecutions for violations of this law may be brought by the Attorney General (Real Property Law, Article 12-C).



For More Information

Revised August 2019

Tenant Information & Referral

Greater Syracuse Tenants Network
P.O. Box 6908
Syracuse, New York 13217
(315) 475-8092
Email: info@syracusetenant.org
Website: www.SyracuseTenant.org

Copies of this guide available from
Greater Syracuse Tenants Network
\$3.00 for postage and handling
or on the website.

If you wish further assistance regarding your legal rights as a tenant, contact:

Central New York Legal Hotline
Anyone seeking representation by Legal Services of Central New York or
Legal Aid Society of Mid-New York must call:
1-877-777-6152 (9am to 3pm)

Legal Services of Central New York
221 South Warren St., Suite 300
Syracuse, NY 13202
(315) 703-6500
www.lscny.com

Legal Aid Society of Mid-New York
221 South Warren St., Suite 310
Syracuse, NY 13202
(315) 703-6600
www.lasmny.org

Frank H. Hiscock Legal Aid Society
351 South Warren Street
Syracuse, NY 13202
(315) 422-8191
www.hiscocklegalaid.org

Volunteer Lawyers Project
221 South Warren St., Suite 320
Syracuse, NY 13202
(315) 471-3409
www.onlvp.org

New York State Attorney General
615 Erie Boulevard West, Suite 102
Syracuse, NY 13204
(315) 448-4848
www.ag.ny.gov

**Onondaga County Bar Association
Lawyer Referral Service**
431 East Fayette St.
Syracuse, NY 13202
(315) 471-2667
www.onbar.org

Public Utility Law Project of NY, Inc.
(877) 669-2572 – Toll Free
www.utilityproject.org

If you wish further information about your rights concerning housing discrimination or lending discrimination:

Fair Housing Council of Central New York
731 James Street, Suite 200
Syracuse, NY 13203
(315) 471-0420
info@cnyfairhousing.org
www.cnyfairhousing.org

Housing, Tenant & Neighborhood Counseling and Assistance

NEHDA – Northeast Hawley Development Association, Inc. (New Homes)
101 Gertrude Street
Syracuse, New York 13203
(HUD Certified Housing Counseling Agency)
(315) 425-1032
Email: nehda@nehda.org
Website: www.nehda.org

SUN – Syracuse United Neighbors
1540 South Salina Street
Syracuse, New York 13205
(315) 476-7475
Email: sun@sunaction.org

Spanish Action League
700 Oswego Street
Syracuse, New York 13204
(315) 475-6153
Email: housingsupervisor@laligaupstateny.org
Website: www.laligaupstateny.org

Specialized Counseling & Assistance

ARISE
Services for Persons with Disabilities
635 James Street
Syracuse, New York 13203
(315) 472-3171 TTY: (315) 479-6363
Email: info@ariseinc.org
Website: www.ariseinc.org

City of Syracuse Financial Empowerment Center
(315) 474-1939 ext. 5
Website: www.syr.gov.net/fec

<p>Onondaga County Department of Social Services 421 Montgomery St. -2nd fl Syracuse, NY 13202</p> <p>Emergency Assistance (315) 435-2700 prompt 3. Website: www.ongov.net/DSS</p> <p>HEAP (Home Energy Assistance Program) (315) 435-2700 prompt 1 Website: http://www.ongov.net/dss/heap/</p>

Subsidized Housing and Rental Units

Syracuse Housing Authority
Section – 8 – HAP Program
312 Gifford Street
Syracuse, New York 13204
(315) 470-4400

Syracuse Housing Authority
Public Housing Program
516 Burt Street
Syracuse, New York 13202
(315) 475-6181

Housing Visions
1201 East Fayette Street
Syracuse, New York 13210
(315) 472-3820 Fax: (315) 471-3921
Email: admin@housingvisions.org
Website: www.housingvisions.org

Syracuse Model Neighborhood Corp.
(New Homes)
1721 South Salina Street
Syracuse, New York 13205
(315) 475-8437

Home Ownership Opportunities

Home Headquarters
538 Erie Blvd. W.
Syracuse, New York 13204
(315) 474-1939
Email: info@homehq.org
Website: www.homehq.org

Syracuse Habitat for Humanity, Inc.
308 Otisco Street
Syracuse, New York 13204
(315) 422-2230
Email: admin.assist@syracusehabitat.org
Website: www.syracusehabitat.org