



Mayor's Office for
International Affairs

DIPLOMATIC LANDLORD & TENANT RIGHTS & RESPONSIBILITIES





Welcome to New York City

From the ebb and flow of its bustling streets to its endless rows of soaring skyscrapers, New York City promises opportunity and excitement. Today, approximately 8.5 million people call our metropolis home—including the world's largest diplomatic and consular community, which is comprised of 193 Permanent Missions, 114 Consulates, and the headquarters of the United Nations. However, even for the most well-traveled diplomats, living in New York City can be quite a challenge.

Managing one's housing situation can be particularly difficult, and being aware of your rights and responsibilities as a diplomatic tenant or as a landlord is crucial to ensuring an enjoyable stay in the City.

This guide provides a summary of the rights and responsibilities, pertinent to residential properties and leases, of diplomatic tenants and their landlords in New York City.* It also includes steps that can be taken to address violations, as well as relevant points of contact, should you experience any housing-related issues.

**This pamphlet provides guidance concerning residential leasing, and does not address commercial rentals.*

TYPES OF HOUSING

An apartment can be rent-controlled, rent-stabilized, both, or neither.

Rent control applies to buildings in some areas constructed before 1947, but the current tenant must have been living in the building continuously since July 1, 1971. When it applies, rent control sets a maximum base rent that is adjusted every two years, and restricts the right of the owner to evict tenants. Rent stabilization usually applies to residential buildings with six or more units that were initially occupied between February 1, 1947 and December 31, 1973.

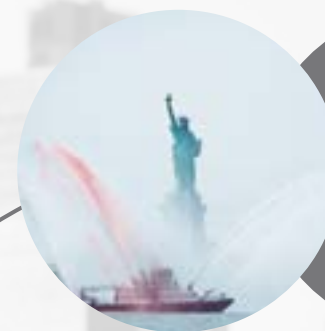
Rent stabilization sets maximum annual rates for rent increases and is effective on one- or two- year leases beginning on or after October 1 of each year. Tenants in rent-stabilized units are entitled to receive required essential services and to have their leases renewed, and they may not be evicted except on grounds permitted by law. Individual apartments may be legally removed from rent stabilization under certain circumstances while the rest of the building remains rent stabilized. A residential building initially occupied after 1974 may also contain rent-stabilized apartments if the owner receives certain types of tax exemptions.

Unregulated apartments are those that are neither rent-controlled nor rent-stabilized. Landlords of unregulated apartments are free to charge any rent agreed upon by the parties, though they may not discriminate between tenants.

TENANT RIGHTS

RENTING AN APARTMENT

- Tenants have the right to demand that the apartment they rent be safe, clean, and habitable.
- Tenants have the right to not be discriminated against when searching for housing and setting lease terms, or during the course of tenancy.
- Unless otherwise specified, tenants can move into their apartment on the first day of the lease.
- The lease should be easy to understand, and contain all important terms, conditions, and information relevant to the rental.
- Unreasonable lease terms are not enforceable.



HOUSING DISCRIMINATION

Tenants are protected, under the NYC Human Rights Law, from discrimination on the basis of: age, race, color, religion/creed, national origin, gender, gender identity, disability, pregnancy, sexual orientation, marriage or partnership status, lawful source of income (including housing subsidies), lawful occupation **(including work as a diplomat)**, alienage or citizenship status (immigration status), the presence of children, or status as a victim of domestic violence. Tenants may not be refused housing or reasonable accommodations for disabilities, or subjected to discriminatory terms or conditions of lease or tenancy on these bases.

LIVING IN AN APARTMENT

- Tenants have the right to live in a safe, clean, and habitable apartment. The tenant should complain if the apartment is moldy, pest-infested, unsafe, in disrepair, or if heat or hot water are not provided.
- Tenants have the right to the quiet enjoyment of their apartment, free from harassment and disturbance by others.
- Tenants have a right to services provided by their landlord under contract.
- Tenants may not be forced to give up their property in lieu of rent.
- Tenants have the right to cohabit with other occupants.
- Tenants have the right to join co-ops and other tenant groups.
- A tenant may challenge rent overcharges, but only going back four years from the tenant's filing a complaint. The tenant is also entitled to recover interest and attorney's fees for the overcharge proceeding.

RENEWAL

- Tenants of **unregulated apartments** must be given notice and at least 15 days to opt out of an automatic renewal clause before it takes effect, if such clause exists.
- **Rent-stabilized** tenants have the right to a one- or two- year renewal lease with the same terms as their prior lease; landlords may refuse to renew only under very limited circumstances. Tenants must be given timely written notice of the right to renewal and a copy of the lease within 30 days of renewal.
- **Month-to-month** tenants are those who do not have leases or whose leases have expired. Such tenancy may be terminated by either party with at least 30 days' notice. Sending such a notice does not automatically allow the landlord to evict the tenant. A landlord may only raise the rent of such a tenant with the consent of that tenant.

VACATING AN APARTMENT

- Tenants are not liable for unpaid rent if the landlord has not paid for utilities.
- Tenants have a right to reclaim their security deposit, with interest, within a reasonable amount of time (30-60 days) after the end of the rental period.

TENANT RESPONSIBILITIES

RENTING AN APARTMENT

- Inspect the apartment thoroughly with your landlord, and document any pre-existing conditions to avoid future disputes.
- Read and understand your lease. If necessary, have a discussion with the landlord concerning your responsibilities and the conditions of your occupancy.
- Pay the first month's rent, security deposit, and except for rent-stabilized apartments, provide the last month's rent if requested.

LIVING IN AN APARTMENT

- Pay the full amount of rent owed each month on or before the agreed-upon date.
- Do not destroy, damage, or deface the apartment. Do not remove appliances, furniture, or fixtures (lights, cabinets, etc.) from the apartment.
- Repair or replace anything you break. You are responsible for any damage caused by you, your guests, or any member of your household.
- Use the apartment as a place to live, and the rooms for their proper purposes. For example, the bedroom must be used as a bedroom and not as a kitchen.

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- Keep the rental property clean. Wash apartment surfaces, and clean fixtures and appliances (i.e. stove, fridge, toilet) as needed.
 - Dispose of garbage in a closed bag in a designated trash receptacle.
 - Notify your landlord promptly in writing of any problems with or damage to the apartment itself or appliances provided.
 - Allow your landlord access to the apartment as needed to make inspections and repairs.
 - Take care to avoid harassing, disturbing, or otherwise interfering with other tenants' peaceful possession of their premises.



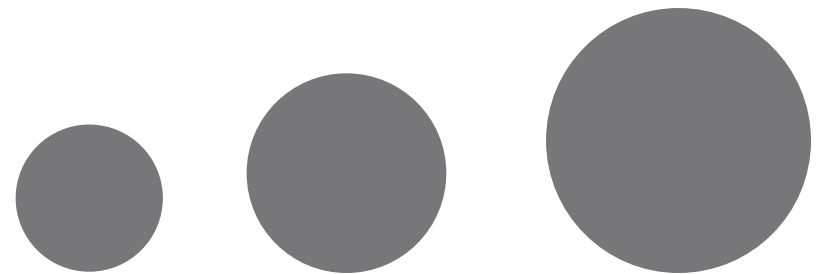
VACATING AN APARTMENT

- Ensure the apartment and all fixtures are in the same working order and appearance as when you arrived.
- Clean the apartment, remove all personal belongings and trash, replace missing fixtures, and repair any damage caused by you, your guests, or any member of your household before vacating the property.



LANDLORD RIGHTS

- Landlords have the right to receive the full amount of rent due by the agreed upon date each month.
- Landlords have the right to hold tenants responsible for any damage caused by the tenant, or the tenant's household or guests, to the landlord's property.
- Landlords have the rights to use the security deposit to provide reimbursement for property damage and unpaid rent.
- For **unregulated** apartments without an automatic renewal clause, leases are only renewable with the consent of the landlord.
- Tenants of **rent-stabilized apartments** that fail to renew the lease within 60 days of being properly noticed may be subject to eviction.





LANDLORD RESPONSIBILITIES

Landlords have important legal obligations throughout each step of the rental process. Landlords who fail to meet their responsibilities may be sued, and the tenant may be entitled to an “abatement,” or a reduction of the rent, equal to the reduction of the value of the apartment. An abatement can be issued for the entire time the condition existed, up to six years.



SECURITY DEPOSITS

Amount

- In **unregulated** apartments there is no maximum a landlord can charge for a security deposit.
- In **rent-regulated** apartments, the security deposit is limited to one month's rent. If rent is increased, the security deposit may be raised proportionally by collecting additional funds.

Holding Security Deposits

- All landlords are prohibited from mixing their tenants' security deposits with their own money.
- Landlords of buildings with six or more apartments must put all security deposits in N.Y. bank accounts earning interest at the prevailing rate. Each tenant must be given a receipt showing their deposit.
- Landlords are entitled to collect annual administrative expenses of one percent of the deposit, but all other interest earned on the deposits belongs to the tenant.
- If the building has fewer than six Apartments, a landlord who voluntarily places the security deposits in an interest bearing bank account must also follow these rules.

Disposing of Security Deposits

- A landlord may draw from the security deposit as reimbursement for the cost of repairs beyond normal wear and tear (i.e., if the tenant damages the apartment) or as reimbursement for unpaid rent.
- Landlords are otherwise obliged to return the security deposit within a reasonable amount of time at the end of the lease, usually 30-60 days, whether or not the tenant asks for its return.
- If the building is sold, the landlord must transfer all security deposits to the new owner within five days and notify tenants, or return the security deposits to the tenants.

An aerial photograph of a city street scene. A white bus with the number 5021 is stopped at a crosswalk. Several cars are visible on the street, including a yellow school bus with the number TN 0308 and another yellow school bus with the number RV3206. A large white truck is also visible. The street is lined with buildings, and there are some trees and snow on the ground.

FORMING A LEASE

- Tenants cannot be offered leases on different or less favorable terms than other tenants because of their membership in a protected group (**page 5**), neither may they be refused apartments or told no apartments are available because of membership in protected groups.
- Leases must be easy to read and understand.
- The lease should identify the premises, 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.
- The lease may not require tenants to pledge their household furniture as security or in place of rent, nor exempt landlords from liability for negligence, nor waive a tenant's right to a jury trial in lawsuits for personal injury or property damage.
- Any changes to a signed lease must be agreed upon by both parties.
- The landlord should retain a signed copy of the lease and provide another to the tenant. For rent-stabilized housing, landlords must provide tenants with a fully executed copy of the signed lease within 30 days of receiving the signed lease from the tenant.

BEFORE TENANT MOVES IN

- Landlords of **unregulated apartments** can require a security deposit and the first and last months' rent, but in **rent-stabilized apartments**, landlords are not permitted to ask for the last month's rent upfront.
- Landlords must make legally-required disclosures including those regarding Title X (lead-based hazard) and security deposits.

WHILE RENTING TO A TENANT

Landlords must ensure safe, sanitary, and livable common areas and individual apartments. Landlords must:

- provide and maintain heat and hot water, electrical, plumbing, sanitary, and ventilation systems;
- keep the apartments and the building's public areas clean and free of vermin, mold, garbage or other offensive material;
- make repairs or replace anything that breaks due to regular wear and tear in timely fashion;
- keep appliances provided to the tenant, such as refrigerators and stoves, in good and safe working order;
- maintain any services and conditions promised to the tenant, even if such services or conditions are not required by law;
- maintain the property's security measures, though costs of doing so may be passed on to tenants through increased rent;
- paint occupied apartments every three years in buildings with three or more units;
- ensure each apartment has a functioning smoke detector;
- except in cases of emergency, give the tenant at least 24 hours' notice before accessing their apartment for necessary inspections and repairs;
- follow up on all complaints from tenants promptly by taking all reasonable measures to address them as appropriate.

EVICTIION

- Diplomats protected by inviolability cannot be evicted without the consent of the head of the mission.
- Landlords may not evict tenants, alter their rent, or otherwise alter their living conditions because they have filed a dispute with the landlord.
- Landlords must give tenants 30 days' notice prior to eviction.
- Landlords may not evict a tenant until their housing court disputes are resolved by the court.
- A landlord may only evict a tenant after obtaining a judgment of possession in court.
- Only a legal officer can carry out a court-ordered warrant to evict a tenant.
- Landlords may not evict a tenant by the use of force or unlawful means, such as by changing the locks on an apartment without the tenant's consent or by harassing tenants to force them out of their apartments. Examples of harassment include, but are not limited to, verbal or physical abuse, withholding of services, and physical or mental intimidation.
- Landlords of **rent-regulated** apartments are required to seek approval from N.Y. State Division of Homes and Community Renewal (DHCR) before commencing a court proceeding, unless the tenant has committed a wrongful act, such as causing damage to the apartment, failing to pay rent, or causing a nuisance, in which case the owner may proceed directly in court.
- A landlord may not evict a tenant in a **rent-stabilized** apartment if the tenant or the spouse of the tenant is a senior citizen or is disabled, unless the landlord provides an equivalent apartment nearby at the same rent.
- In **rent-controlled** apartments, a landlord may not evict a senior citizen, a disabled person, or any person who has been living in the apartment for 20 years or more.



GET HELP!

If you are a member of the diplomatic and consular community and have questions about your rights and responsibilities, **please contact the Mayor's Office for International Affairs**. If you have been discriminated against you should **file a complaint** with the Law Enforcement Bureau of the **New York City Commission on Human Rights**.

The Mayor's Office for International Affairs

(212) 319-9300

Website: www.nyc.gov/international

New York City Commission on Human Rights

General: (212) 306-7450

To Schedule Intake: (718) 722-3131

Website: www.nyc.gov/humanrights

Frequently Asked Questions Concerning Landlord-Tenant Rights and Responsibilities

<http://www1.nyc.gov/site/hpd/renters/tenants-rights-responsibilities.page>

The New York City Human Rights Law

<http://www.nyc.gov/html/cchr/html/coverage/law-coverage.shtml>

New York State Resources

https://www.ag.ny.gov/sites/default/files/pdfs/publications/Tenants_Rights.pdf

<http://www.nyshcr.org/Rent/faqs.htm>



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