

RENTERS WEEK 2012

## Five NYC Laws Your Landlord Doesn't Want You To Know

Friday, November 16, 2012, by Jeremiah Budin

As many Zone A inhabitants can surely attest to, knowing your rights as a renter is never a bad thing. But, while the Warranty of Habitability is certainly important, it's not the only law that could come in handy for a renter. Here are five things your landlord doesn't want you to know:

### 5) You can totally get around that No Pets clause in the lease

According to NYC Admin. Code § 27-2009.1(b), "In multiple dwellings in New York City and Westchester County, a no-pet lease clause is deemed waived where a tenant 'openly and notoriously' kept a pet for at least three months and the owner of the building or the owner's agent had knowledge of this fact." Lawyer **Adam Leitman Bailey** writes, "The problem for landlords in the interpretation of this provision is that current case law recognizes everyone as an agent of the landlord for purposes of giving the landlord notice of the presence of an improper pet. Even the most casual observations by the landlord's workers, not necessarily of the pets themselves, but of the pets' accoutrements, have been held to bind the landlord to knowledge of the pet being kept 'openly and notoriously.' ... There is no way to write a no-pet clause in a lease to avoid these issues." So, basically, if you walk by a maintenance worker holding a leash, then wait three months, you can have a dog.



### 4) There are some apartments you can just live in for free forever

This summer, artist Margaret Maugenest won a case against her landlord where he was trying to evict her after she refused to pay rent for nine years. Her apartment, a Gowanus loft for which she had previously been paying \$600/month, had not been brought up to code nor had the landlord filed for an extension under the **1982 Loft Law** and the State Court of Appeals ruled that Maugenest did not have to leave or pay the rent.

### **3) If your landlord won't let you have roommates, just marry them**

The roommates, not the landlord. Don't try to marry your landlord. Well, you *can*, but it doesn't guarantee you a rent reduction or anything. According to the guidelines of Real Property Law § 235-f, "It is unlawful for a landlord to restrict occupancy of an apartment to the named tenant in the lease or to that tenant and immediate family."

### **2) It is very difficult to evict someone for chronic nonpayment**

Although chronic nonpayment, in which a tenant regularly pays rent more than a month late, is technically grounds for getting evicted, according to **Bailey**, "When one examines the case law with regard to chronic nonpayment, the only thing really clear is that there is no clear set of standards. 'Occasional' late payments are not enough to sustain the proceeding." So, even if you rarely pay your rent on time, legally you're probably good. Not that it's recommended or anything.

### **1) Elevators have to have mirrors**

Per Multiple Dwelling Law § 51-b; NYC Admin. Code § 27-2042, "There must be a mirror in each self-service elevator in multiple dwellings so that people may see, prior to entering, if anyone is already in the elevator." We're not sure how you can use this one to your advantage, but you're welcome to try. "I haven't paid rent in nine years? Well the elevators don't have mirrors. They are *legally required to have mirrors!*"

Photo by ChrisGoldNY