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Q & A; When a Stabilized Unit Is Not the Sole Residence

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Q. *In 1999, I leased a rent-stabilized apartment in a building owned by my employer. My employer was fully aware that I had a residence in another state and would be using the apartment about 10 days a month while on company business.*

My question is: When an accommodation like this is made by a landlord when leasing the apartment, can the landlord come back later and refuse to renew the lease on the ground that the apartment is not being used as a principal residence? I have read through the Rent Stabilization Code and can find no instance where this situation is discussed.

A. The answer lies primarily in judicial interpretations of the code and in the intent of the rent stabilization system, said **Adam Leitman Bailey**, a Manhattan real estate lawyer. "That system is designed for people whose primary residence is the rent-stabilized apartment," he said.

Mr. Bailey said that under several court decisions, if the tenant is not occupying the apartment as his principal residence, the landlord has the right to decline to renew the lease, even though he knew of the situation when the apartment was rented.