

KNOW YOUR RIGHTS

TENANTS' RIGHTS TO REPAIRS AND SERVICES

In New York City, the law gives all residential tenants the right to a safe, decent, and sanitary living space. This right, commonly referred to as the warranty of habitability, is implied in every written or oral lease, and applies to the room or apartment rented as well as the public areas of the building.

1. What steps may I take to get my landlord to make repairs?

- Always contact the landlord or any of its employees (super, managing agent, etc.) about the needed repairs. This may be done in-person, by phone, or even better in writing.
- Call 311 to report the conditions in your room, apartment or building.
- If your apartment is rent-regulated, file a complaint for a decrease in services with NYS Homes and Community Renewal, the state agency which administers the rent laws.
- File an HP Action in Housing Court. An HP is a lawsuit against the landlord to compel him/her to make repairs.
- Request that a city agency (HPD or Health Department) make the repair if the condition is an emergency that is causing or will cause imminent harm or danger to the occupants of

the room, apartment or building.

- If you've given the landlord notice of the repairs but the landlord has not done them, you may withhold your rent until the repairs are completed. You must set the rent money aside and not spend it. Once the repairs are completed, you can pay the outstanding rent or negotiate for an abatement (a reduction in the amount of rent due). NOTE: The landlord may commence a non-payment eviction case against you if you do not pay the rent but you will be able to raise the lack of repairs as a defense and ask the court for an abatement.

2. Who can make repairs in my apartment?

Generally, the landlord may hire or use any employees to do repairs, including the super or porter of the building. For some major work however, the law requires that the landlord use licensed contractors such as an electrician or plumber. Specially trained workers are also required for lead paint removal.

3. Can I reject a worker/contractor sent by my landlord to do repairs?

Unless the workers are causing imminent harm or danger to you, other occupants or the building, you should not reject or interfere with workers doing repairs in your apartment or building. Immediately contact the landlord and other appropriate authorities if you feel threatened or in danger.

4. When must I provide access to my apartment for repairs?

- Tenants must give the owner, its agents, and/or its employees, access

for repairs or improvements or to inspect the apartment. Access is generally provided on weekdays (except holidays) from 9:00 am to 5:00 pm.

- Unless otherwise agreed to, the landlord must request access in writing with at least one week's notice for repairs and 24 hour notice for inspections. The request for access must be for a reasonable time and in a reasonable manner.

5. Can the super enter my apartment when I'm not there to make repairs?

In an emergency, the landlord, its agents, and/or its employees may enter an apartment, without prior notice or consent, to prevent damage to property or injury to persons. However, in the absence of a clear emergency - such as a gas leak or water cascading from the ceiling - no one may enter your apartment without your permission.

6. How much time does the landlord have to complete the repairs?

The landlord should complete the repairs within a reasonable amount of time after learning about the condition. The tenant and landlord can negotiate what is a reasonable amount of time. In an HP proceeding, a reasonable amount of time is defined as follows:

- 24 hours for immediately hazardous conditions ("C" violations);
- 30 days for hazardous conditions ("B" violations); and,
- 90 days for non-hazardous conditions ("A" violations).

7. Can I repair/improve my apartment myself?

It is the landlord's obligation to make

any and all necessary repairs to your room, apartment and/or building. This is so even where the landlord alleges the conditions in need of repair were caused by you or other persons associated with you.

- Bear in mind that most leases prohibit tenants from making alterations to the apartment, such as putting up or taking down walls, without the landlord's prior permission.
- You should get the landlord's authorization and consent (preferably in writing) before doing any work in your apartment. Beware: Not doing so may result in an eviction proceeding commenced against you.

Can I use the rent money to repair my apartment or building?

You may use rent money to make emergency repairs if, after giving the landlord notice of the condition(s) and a reasonable amount of time to do the work, the landlord fails or refuses to do so.

- The needed repair must be one that creates a danger to the life, health or safety of the occupants or that interferes with their ability to reside in the premises.
- You must be able to show that making the repair and the cost of the repair was reasonable under the circumstances.
- Beware: Failure to follow these steps may result in your having to pay for the cost of the repair as well as the rent and, in an eviction proceeding being commenced against you.

You or a group of tenants may also use the rent money to purchase oil for heat or pay the public area utilities bill (e.g. Con

Edison) if the landlord does not provide oil for heat or, fails to pay the utilities bill for the public areas of the building and there is a threatened or actual shut-off of utilities in the public areas of the building.

- Before taking any action, you or the group of tenants must inform the landlord (preferably in writing) about the lack of oil or utility service.
- In the case of lack of heating oil, you must try to get the oil from the usual supplier. You must also get a written receipt from the supplier containing: name of person requesting delivery; date and time of delivery; address to which delivery was made; amount, grade and price of oil; a statement that the oil was needed; and, the amount of, and name of person(s) making, payment.

It is wise and **HIGHLY RECOMMENDED THAT YOU CONSULT LEGAL COUNSEL** or an experienced and knowledgeable tenant advocate before taking this step.



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