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January 28, 2008, 11:07 am

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By [THE NEW YORK TIMES](#)



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Q.

I moved out of my West Village apartment in May 2007 and have yet to receive my security deposit back from my landlord, Croman Real Estate, despite dozens of phone calls (which have never been returned — I only have received voice mail), a visit to their offices on Broadway in SoHo in person last August, and letters. I now live in London and feel helpless. What are my legal options? The NYC.gov Web site states that the landlord must return the security deposit within a “reasonable” amount of time — what exactly does that mean? I have heard that Croman Real Estate is notoriously slow about returning security deposits but this to me is unconscionable.

Brette

A.

When a tenant vacates an apartment at the end of a lease, a landlord is obligated to return the full amount of the security deposit, plus interest accrued thereon, provided that the tenant has fully complied with all of the lease's terms and conditions — including payment of all the rent and delivery of possession of the premises to the landlord in its original condition (ordinary “wear and tear” excepted).

While there is no bright-line standard of what is a “reasonable” amount of time to process the return of a security deposit, eight months strikes us as excessive.

Since you live abroad, your best bet may be to file a formal [complaint with the Office of the New York State Attorney General](#).

Additionally, upon your return from London, you may also file a Small Claims Court case.

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I live in a studio apartment and am now on a month-to-month lease. My landlord pays all utility bills. Am I obligated to tell my landlord when my boyfriend moves in with me?

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New York Real Property Law § 235-f — commonly known as the “Roommate Law” — provides that a tenant must inform the landlord of the name of any new “occupant” — defined as someone other than a tenant named on the lease or a member of a tenant's “immediate family” — within 30 days of that person taking occupancy of the unit or within 30 days of a landlord's request for that information.

While your landlord may not prohibit you from having a roommate, since you believe you are not a regulated tenant, it is certainly possible the owner may opt to bring your “month-to-month” tenancy to an end (by serving you with a 30-day Notice of Termination).

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Lamar

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Excessive and unreasonable levels of noise emanating from a neighboring apartment (particularly during the early-morning or late-evening hours) may be found to comprise a violation of a state law known as the “warranty of habitability.” This statute comes into play when a landlord, despite notice, fails to take any effective steps to abate a “nuisance” like the kind you have described.

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Should that fail, you would be well advised to meet with a lawyer who can review the array of options that are available to you.

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While subleasing can take on a variety of forms, most people know it as the practice of giving up an apartment for a year or two and allowing someone else to occupy the space in the tenant's absence. (Subleasing is ideal when a tenant wishes to return and resume occupancy of the unit.)

According to New York State law — RPL § 226-b — landlords may not unreasonably refuse their consent to a sublet request. While what is "reasonable" (or "unreasonable") has been the subject of quite a few court decisions, let's just say your landlord may only base a decision on such objective (nondiscriminatory) factors as the subtenant's credit history, financial fitness, employment history, standing in the community and references.

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Since many people do not understand the difference between a "sublet" and an "assignment," and how this particular process works, it's best to consult with a lawyer so that he or she may walk you through the procedure and provide you with a professional opinion as to whether or not your landlord is acting "reasonably" under the circumstances.

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I live in a two-family house, and the landlord has informed me that effective April 2008, he will raise my rent \$100 more a month. Is this legal, is there a cap? Is this market value? Where can i find out re: market value?

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Unless your apartment is subject to some form of rent regulation, there is currently no limit or "cap" on the amount of money a landlord may charge a tenant when a lease is up for renewal. (In fact, with free-market tenants, a landlord is not legally obligated to offer a renewal — unless that right was previously negotiated and appropriately documented.)

The best way to gauge market value and conditions is to look at the rental listings online or in the your local newspaper and to contact real estate brokers in your area to get a sense of what other owners are charging for comparable space.

Remember, free-market rents are always negotiable. If you have been a model tenant who has paid on time, kept a tidy apartment and maintained a low profile, you might be able to persuade the landlord to knock a few bucks off the price based on good behavior.

Good luck with your negotiations!

## Q.

In NYC, is the oral extension of a one-year written lease for another year i) a holdover tenancy, ii) a month-to-month tenancy, or iii) a tenancy for years? How does the statute of frauds play into this? If the oral extension is void due to the statute of frauds, is the result a month-to-month tenancy? What statute governs this?

Mandy

## A.

An “oral extension of a one-year written lease for another year,” is a one-year lease.

In the State of New York, oral leases are valid and binding as long as they cover a period that does not exceed a year.

If an oral lease extends for longer than one year, then the “statute of frauds” requires that a written agreement be made and signed. Keep in mind that the clock starts to tick on the day the oral agreement was made — not on the day the parties expected the lease to start. (So, if you entered into an oral lease with your landlord on Monday and agreed that the one-year period would start on Friday, that one year and five days would trigger the law’s writing requirement.)

Of course, whether or not you’ll be able to prove the existence of an “oral lease” to a judge’s satisfaction is a completely different matter. That’s why it’s always best to have everything documented.

Typically, in the absence of an agreement to the contrary, rent acceptance creates a “month-to-month” tenancy which is terminable on 30 days’ notice. (In the City of New York that termination notice must be in writing. Outside the City of New York, that notice may be in oral or in written form.)

The law which provides that a month-to-month tenancy comes into existence when rent is accepted after a lease’s expiration can be found at Real Property Law § 232-c.

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1. 1. January 28, 2008 3:29 pm [Link](#)

I recently was forced to move out of my rent-stabilized apartment because of mold. I had to leave the city because I am sick and am still unemployed because of the mold. (It has effected my memory and I have chronic fatigue) My wife and I spent thousands of dollars which showed that our apartment had serious problems with stachybotrys and aspergillus/penicillium. I have been unable to find the level of medical help that I need because very few doctors seem to understand whatever has effected me. Some are openly hostile, others just simply don't know enough. This fatigue and memory issues that I have is not that unusual in people who have gone through this, but there seems to be a news blackout on it. I cannot afford to travel long distances for medical care which is often not covered realistically by insurance. I don't know how long I will be sick. My recovery has been a very slow process. I don't know what to do. What can people like us do? We tried to find a lawyer, but as we no longer live in the city it has been hard. We live quite a long distance away now. We don't have the money to pay them upfront.

— *Frank*

2. 2. January 28, 2008 5:12 pm [Link](#)

I recently moved into a studio apartment on a one-year lease—except that the landlord never sent me a signed copy of the lease. This is after several written reminders both from myself and from the real-estate agent who brought us together. The agent now says he's done all he can, and has no further means or inclination to pursue the matter. I've asked around a bit and have come to realize this means I am now in a de facto month-to-month agreement with the landlord. Is this needlessly risky on my part? Is my security deposit in jeopardy? Do I have any legal recourse?

— *Peter*

3. 3. February 1, 2008 1:33 pm [Link](#)

Im the lease holder, living with four roommates in 3 bedroom converted to four. My lease expires in two month time. What is the New York law say about termination of the lease? Can u email me Sample letter? And sub-tenants should they get more than 30 days notice eventhough it is month to month lease signed with me. What is my right to end the lease and to tell sub-tenants that they have to leave.

— *Azzurotta*

4. 4. February 1, 2008 4:42 pm [Link](#)

I broke a two-year lease on my apartment almost two years ago because my job required me to relocate for a while. Because I broke the lease, I didnt expect to get my security deposit back, however for the last two years I've received tax statements about the interest accrued on my deposit and have had to pay taxes on this interest. Am I right to think that if the landlord is not going to give the deposit back, that it becomes HIS money and HE should be the one to pay interest on it and not me? Do I have a right to the

interest that's accrued? Do I have any right to the deposit since it clearly wasn't used to make repairs? The interest will just keep growing every year and it just doesn't seem right that I should have to pay taxes on it.

— *Ann*

5. 5. February 5, 2008 2:34 pm [Link](#)

I am the lease holder in a rent stabilized apartment. A young student has been living here as my guest since July — it is to be a temporary arrangement — perhaps until July-August of this year. Does his presence affect my lease in any way?

— *Helen*

6. 6. October 6, 2008 3:09 pm [Link](#)

My Mother owns a 3 unit in Brooklyn, my sister lives in one unit but the tenant in the 2nd unit was the daughter of the original tenants who are now deceased. The apartment was rent controlled but my Mother never raised the rent which is only \$120. My mother is in poor health and would like her grand daughter to move into that 2nd unit. Is there a way to have the tenant evicted?

— *Barbara*

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Good luck with your negotiations!

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In NYC, is the oral extension of a one-year written lease for another year i) a holdover tenancy, ii) a month-to-month tenancy, or iii) a tenancy for years? How does the statute of frauds play into this? If the oral extension is void due to the statute of frauds, is the result a month-to-month tenancy? What statute governs this?

Mandy

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An “oral extension of a one-year written lease for another year,” is a one-year lease.

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If an oral lease extends for longer than one year, then the “statute of frauds” requires that a written agreement be made and signed. Keep in mind that the clock starts to tick on the day the oral agreement was made — not on the day the parties expected the lease to start. (So, if you entered into an oral lease with your landlord on Monday and agreed that the one-year period would start on Friday, that one year and five days would trigger the law’s writing requirement.)

Of course, whether or not you’ll be able to prove the existence of an “oral lease” to a judge’s satisfaction is a completely different matter. That’s why it’s always best to have everything documented.

Typically, in the absence of an agreement to the contrary, rent acceptance creates a “month-to-month” tenancy which is terminable on 30 days’ notice. (In the City of New York that termination notice must be in writing. Outside the City of New York, that notice may be in oral or in written form.)

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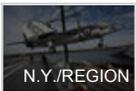
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**City Room**

January 28, 2008, 11:07 am

# Answers About Tenant-Landlord Issues, Part 2

By [THE NEW YORK TIMES](#)



Following is a second set of answers to readers' questions selected by Lucas A. Ferrara, a partner at [Finkelstein Newman Ferrara](#) who has practiced in the landlord-tenant arena for more than two decades.

His other responses may be read at the links below:

- [First set of answers](#) (Jan. 25)
- [Third set of answers](#) (Jan. 29)
- [Fourth set of answers](#) (Jan. 30)
- [Fifth set of answers](#) (Jan. 31)

Q.

I moved out of my West Village apartment in May 2007 and have yet to receive my security deposit back from my landlord, Croman Real Estate, despite dozens of phone calls (which have never been returned — I only have received voice mail), a visit to their offices on Broadway in SoHo in person last August, and letters. I now live in London and feel helpless. What are my legal options? The NYC.gov Web site states that the landlord must return the security deposit within a “reasonable” amount of time — what exactly does that mean? I have heard that Croman Real Estate is notoriously slow about returning security deposits but this to me is unconscionable.

Brette

A.

When a tenant vacates an apartment at the end of a lease, a landlord is obligated to return the full amount of the security deposit, plus interest accrued thereon, provided that the tenant has fully complied with all of the lease's terms and conditions — including payment of all the rent and delivery of possession of the premises to the landlord in its original condition (ordinary “wear and tear” excepted).

While there is no bright-line standard of what is a “reasonable” amount of time to process the return of a security deposit, eight months strikes us as excessive.

Since you live abroad, your best bet may be to file a formal [complaint with the Office of the New York State Attorney General](#).

Additionally, upon your return from London, you may also file a Small Claims Court case.

Q.

I live in a studio apartment and am now on a month-to-month lease. My landlord pays all utility bills. Am I obligated to tell my landlord when my boyfriend moves in with me?

Allison

A.

New York Real Property Law § 235-f — commonly known as the “Roommate Law” — provides that a tenant must inform the landlord of the name of any new “occupant” — defined as someone other than a tenant named on the lease or a member of a tenant's “immediate family” — within 30 days of that person taking occupancy of the unit or within 30 days of a landlord's request for that information.

While your landlord may not prohibit you from having a roommate, since you believe you are not a regulated tenant, it is certainly possible the owner may opt to bring your “month-to-month” tenancy to an end (by serving you with a 30-day Notice of Termination).

If you believe your landlord is going to “retaliate” against you for taking on a roommate, you should consider consulting with a lawyer to determine your rights and remedies and to decide on the best course of action.

Q.

I recently moved into a one-bedroom apartment in a six-apartment building and our neighbors directly above us are a huge problem for us. Their apartment is the exact same size as the one my girlfriend and I share (it is tight for us, I might add) and in it they are fitting a husband, wife, grandmother, teenage son, 20-something daughter and her two school-age children. All in the one tiny apartment, all are very, very loud. They leave their door wide open and use the hallway as if it’s part of their apartment (their apartment occupies half of the top floor) and are very, very loud at all hours. Complaints to the landlord have had no results. Is there anything I personally can do? Formal complaints to the city? Are there rules against over-occupancy of such a tiny space? If things don’t change I will be forced to break lease and find somewhere else to live.

Lamar

A.

Excessive and unreasonable levels of noise emanating from a neighboring apartment (particularly during the early-morning or late-evening hours) may be found to comprise a violation of a state law known as the “warranty of habitability.” This statute comes into play when a landlord, despite notice, fails to take any effective steps to abate a “nuisance” like the kind you have described.

Your complaints to the building’s owner need to be documented and records should be maintained of the disturbances. (By way of example, you should keep a diary or log and record such information as the dates, times, nature and duration of the disruptions.) Once you have established a pattern of the misbehavior, copies of that information should be forwarded to the owner. That information can be utilized as the basis of a case to have the “miscreants” evicted from the building.

It would also be very helpful to your position if other tenants openly expressed their dissatisfaction with your neighbors’ conduct. That could also help pressure a landlord to take action.

Should that fail, you would be well advised to meet with a lawyer who can review the array of options that are available to you.

Q.

My roommates and I have had myriad problems with our landlord. We have frequent leaks and a lot of water damage. We’ve also had a lot of issues with the appliances and we have been told frequently that these things are our fault and we must therefore pay to fix them. We are hoping to move out sooner rather than later and we have read the Eliot Spitzer-attorney general tenant’s rights guide. We are a little confused about the language, particularly about the difference between a landlord reasonably refusing consent or unreasonably refusing consent to assign the lease and/or sublet. We’d prefer to assign the lease but would sublet if it means moving out of the apartment. How will we know if he has reasonably or unreasonably refused consent?

Emma

A.

Generally, in buildings with four or more residential units, tenants may sublease their apartments, despite any restrictions or prohibitions that may appear in their leases. But, unless your agreement affords you greater rights, you will ultimately need to get your landlord's written consent to the arrangement.

While subleasing can take on a variety of forms, most people know it as the practice of giving up an apartment for a year or two and allowing someone else to occupy the space in the tenant's absence. (Subleasing is ideal when a tenant wishes to return and resume occupancy of the unit.)

According to New York State law — RPL § 226-b — landlords may not unreasonably refuse their consent to a sublet request. While what is "reasonable" (or "unreasonable") has been the subject of quite a few court decisions, let's just say your landlord may only base a decision on such objective (nondiscriminatory) factors as the subtenant's credit history, financial fitness, employment history, standing in the community and references.

The law spells out in considerable detail what information and documents you are required to supply your landlord and how those materials are to be presented. Once that application is submitted, an owner is allowed to request additional information from both you and proposed subtenant. If the landlord fails to act expeditiously, or imposes onerous conditions or demands, the sublet is deemed to have been agreed to as a matter of law and the tenant may proceed with the transaction. (Keep in mind that a tenant remains primarily liable for the payment of rent during this temporary absence. So, if your subtenant defaults in making payments, or "skips out," you will still be required to pay the rent to the landlord.)

An "assignment" occurs when tenants are permitted to convey all their existing rights in a lease to a new tenant. (In other words, you are giving up exclusive possession and control of the space to someone else for the balance of your lease and never intend to return to the unit.) Should that be your preference, make sure to receive a written "release from the lease" from your current landlord, or you could end up being responsible for any rent which is not paid by the tenant who may take over your lease.

Since many people do not understand the difference between a "sublet" and an "assignment," and how this particular process works, it's best to consult with a lawyer so that he or she may walk you through the procedure and provide you with a professional opinion as to whether or not your landlord is acting "reasonably" under the circumstances.

## Q.

I live in a two-family house, and the landlord has informed me that effective April 2008, he will raise my rent \$100 more a month. Is this legal, is there a cap? Is this market value? Where can i find out re: market value?

mnc

## A.

Unless your apartment is subject to some form of rent regulation, there is currently no limit or "cap" on the amount of money a landlord may charge a tenant when a lease is up for renewal. (In fact, with free-market tenants, a landlord is not legally obligated to offer a renewal — unless that right was previously negotiated and appropriately documented.)

The best way to gauge market value and conditions is to look at the rental listings online or in the your local newspaper and to contact real estate brokers in your area to get a sense of what other owners are charging for comparable space.

Remember, free-market rents are always negotiable. If you have been a model tenant who has paid on time, kept a tidy apartment and maintained a low profile, you might be able to persuade the landlord to knock a few bucks off the price based on good behavior.

Good luck with your negotiations!

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January 28, 2008, 11:07 am

# Answers About Tenant-Landlord Issues, Part 2

By [THE NEW YORK TIMES](#)



Following is a second set of answers to readers' questions selected by Lucas A. Ferrara, a partner at [Finkelstein Newman Ferrara](#) who has practiced in the landlord-tenant arena for more than two decades.

His other responses may be read at the links below:

- [First set of answers](#) (Jan. 25)
- [Third set of answers](#) (Jan. 29)
- [Fourth set of answers](#) (Jan. 30)
- [Fifth set of answers](#) (Jan. 31)

Q.

I moved out of my West Village apartment in May 2007 and have yet to receive my security deposit back from my landlord, Croman Real Estate, despite dozens of phone calls (which have never been returned — I only have received voice mail), a visit to their offices on Broadway in SoHo in person last August, and letters. I now live in London and feel helpless. What are my legal options? The NYC.gov Web site states that the landlord must return the security deposit within a “reasonable” amount of time — what exactly does that mean? I have heard that Croman Real Estate is notoriously slow about returning security deposits but this to me is unconscionable.

Brette

A.

When a tenant vacates an apartment at the end of a lease, a landlord is obligated to return the full amount of the security deposit, plus interest accrued thereon, provided that the tenant has fully complied with all of the lease's terms and conditions — including payment of all the rent and delivery of possession of the premises to the landlord in its original condition (ordinary “wear and tear” excepted).

While there is no bright-line standard of what is a “reasonable” amount of time to process the return of a security deposit, eight months strikes us as excessive.

Since you live abroad, your best bet may be to file a formal [complaint with the Office of the New York State Attorney General](#).

Additionally, upon your return from London, you may also file a Small Claims Court case.

Q.

I live in a studio apartment and am now on a month-to-month lease. My landlord pays all utility bills. Am I obligated to tell my landlord when my boyfriend moves in with me?

Allison

A.

New York Real Property Law § 235-f — commonly known as the “Roommate Law” — provides that a tenant must inform the landlord of the name of any new “occupant” — defined as someone other than a tenant named on the lease or a member of a tenant's “immediate family” — within 30 days of that person taking occupancy of the unit or within 30 days of a landlord's request for that information.

While your landlord may not prohibit you from having a roommate, since you believe you are not a regulated tenant, it is certainly possible the owner may opt to bring your “month-to-month” tenancy to an end (by serving you with a 30-day Notice of Termination).

If you believe your landlord is going to “retaliate” against you for taking on a roommate, you should consider consulting with a lawyer to determine your rights and remedies and to decide on the best course of action.

Q.

I recently moved into a one-bedroom apartment in a six-apartment building and our neighbors directly above us are a huge problem for us. Their apartment is the exact same size as the one my girlfriend and I share (it is tight for us, I might add) and in it they are fitting a husband, wife, grandmother, teenage son, 20-something daughter and her two school-age children. All in the one tiny apartment, all are very, very loud. They leave their door wide open and use the hallway as if it’s part of their apartment (their apartment occupies half of the top floor) and are very, very loud at all hours. Complaints to the landlord have had no results. Is there anything I personally can do? Formal complaints to the city? Are there rules against over-occupancy of such a tiny space? If things don’t change I will be forced to break lease and find somewhere else to live.

Lamar

A.

Excessive and unreasonable levels of noise emanating from a neighboring apartment (particularly during the early-morning or late-evening hours) may be found to comprise a violation of a state law known as the “warranty of habitability.” This statute comes into play when a landlord, despite notice, fails to take any effective steps to abate a “nuisance” like the kind you have described.

Your complaints to the building’s owner need to be documented and records should be maintained of the disturbances. (By way of example, you should keep a diary or log and record such information as the dates, times, nature and duration of the disruptions.) Once you have established a pattern of the misbehavior, copies of that information should be forwarded to the owner. That information can be utilized as the basis of a case to have the “miscreants” evicted from the building.

It would also be very helpful to your position if other tenants openly expressed their dissatisfaction with your neighbors’ conduct. That could also help pressure a landlord to take action.

Should that fail, you would be well advised to meet with a lawyer who can review the array of options that are available to you.

Q.

My roommates and I have had myriad problems with our landlord. We have frequent leaks and a lot of water damage. We’ve also had a lot of issues with the appliances and we have been told frequently that these things are our fault and we must therefore pay to fix them. We are hoping to move out sooner rather than later and we have read the Eliot Spitzer-attorney general tenant’s rights guide. We are a little confused about the language, particularly about the difference between a landlord reasonably refusing consent or unreasonably refusing consent to assign the lease and/or sublet. We’d prefer to assign the lease but would sublet if it means moving out of the apartment. How will we know if he has reasonably or unreasonably refused consent?

Emma

A.

Generally, in buildings with four or more residential units, tenants may sublease their apartments, despite any restrictions or prohibitions that may appear in their leases. But, unless your agreement affords you greater rights, you will ultimately need to get your landlord's written consent to the arrangement.

While subleasing can take on a variety of forms, most people know it as the practice of giving up an apartment for a year or two and allowing someone else to occupy the space in the tenant's absence. (Subleasing is ideal when a tenant wishes to return and resume occupancy of the unit.)

According to New York State law — RPL § 226-b — landlords may not unreasonably refuse their consent to a sublet request. While what is "reasonable" (or "unreasonable") has been the subject of quite a few court decisions, let's just say your landlord may only base a decision on such objective (nondiscriminatory) factors as the subtenant's credit history, financial fitness, employment history, standing in the community and references.

The law spells out in considerable detail what information and documents you are required to supply your landlord and how those materials are to be presented. Once that application is submitted, an owner is allowed to request additional information from both you and proposed subtenant. If the landlord fails to act expeditiously, or imposes onerous conditions or demands, the sublet is deemed to have been agreed to as a matter of law and the tenant may proceed with the transaction. (Keep in mind that a tenant remains primarily liable for the payment of rent during this temporary absence. So, if your subtenant defaults in making payments, or "skips out," you will still be required to pay the rent to the landlord.)

An "assignment" occurs when tenants are permitted to convey all their existing rights in a lease to a new tenant. (In other words, you are giving up exclusive possession and control of the space to someone else for the balance of your lease and never intend to return to the unit.) Should that be your preference, make sure to receive a written "release from the lease" from your current landlord, or you could end up being responsible for any rent which is not paid by the tenant who may take over your lease.

Since many people do not understand the difference between a "sublet" and an "assignment," and how this particular process works, it's best to consult with a lawyer so that he or she may walk you through the procedure and provide you with a professional opinion as to whether or not your landlord is acting "reasonably" under the circumstances.

## Q.

I live in a two-family house, and the landlord has informed me that effective April 2008, he will raise my rent \$100 more a month. Is this legal, is there a cap? Is this market value? Where can i find out re: market value?

mnc

## A.

Unless your apartment is subject to some form of rent regulation, there is currently no limit or "cap" on the amount of money a landlord may charge a tenant when a lease is up for renewal. (In fact, with free-market tenants, a landlord is not legally obligated to offer a renewal — unless that right was previously negotiated and appropriately documented.)

The best way to gauge market value and conditions is to look at the rental listings online or in the your local newspaper and to contact real estate brokers in your area to get a sense of what other owners are charging for comparable space.

Remember, free-market rents are always negotiable. If you have been a model tenant who has paid on time, kept a tidy apartment and maintained a low profile, you might be able to persuade the landlord to knock a few bucks off the price based on good behavior.

Good luck with your negotiations!

## Q.

In NYC, is the oral extension of a one-year written lease for another year i) a holdover tenancy, ii) a month-to-month tenancy, or iii) a tenancy for years? How does the statute of frauds play into this? If the oral extension is void due to the statute of frauds, is the result a month-to-month tenancy? What statute governs this?

Mandy

## A.

An “oral extension of a one-year written lease for another year,” is a one-year lease.

In the State of New York, oral leases are valid and binding as long as they cover a period that does not exceed a year.

If an oral lease extends for longer than one year, then the “statute of frauds” requires that a written agreement be made and signed. Keep in mind that the clock starts to tick on the day the oral agreement was made — not on the day the parties expected the lease to start. (So, if you entered into an oral lease with your landlord on Monday and agreed that the one-year period would start on Friday, that one year and five days would trigger the law’s writing requirement.)

Of course, whether or not you’ll be able to prove the existence of an “oral lease” to a judge’s satisfaction is a completely different matter. That’s why it’s always best to have everything documented.

Typically, in the absence of an agreement to the contrary, rent acceptance creates a “month-to-month” tenancy which is terminable on 30 days’ notice. (In the City of New York that termination notice must be in writing. Outside the City of New York, that notice may be in oral or in written form.)

The law which provides that a month-to-month tenancy comes into existence when rent is accepted after a lease’s expiration can be found at Real Property Law § 232-c.

Onward!

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1. 1. January 28, 2008 3:29 pm [Link](#)

I recently was forced to move out of my rent-stabilized apartment because of mold. I had to leave the city because I am sick and am still unemployed because of the mold. (It has effected my memory and I have chronic fatigue) My wife and I spent thousands of dollars which showed that our apartment had serious problems with stachybotrys and aspergillus/penicillium. I have been unable to find the level of medical help that I need because very few doctors seem to understand whatever has effected me. Some are openly hostile, others just simply don't know enough. This fatigue and memory issues that I have is not that unusual in people who have gone through this, but there seems to be a news blackout on it. I cannot afford to travel long distances for medical care which is often not covered realistically by insurance. I don't know how long I will be sick. My recovery has been a very slow process. I don't know what to do. What can people like us do? We tried to find a lawyer, but as we no longer live in the city it has been hard. We live quite a long distance away now. We don't have the money to pay them upfront.

— *Frank*

2. 2. January 28, 2008 5:12 pm [Link](#)

I recently moved into a studio apartment on a one-year lease—except that the landlord never sent me a signed copy of the lease. This is after several written reminders both from myself and from the real-estate agent who brought us together. The agent now says he's done all he can, and has no further means or inclination to pursue the matter. I've asked around a bit and have come to realize this means I am now in a de facto month-to-month agreement with the landlord. Is this needlessly risky on my part? Is my security deposit in jeopardy? Do I have any legal recourse?

— *Peter*

3. 3. February 1, 2008 1:33 pm [Link](#)

Im the lease holder, living with four roommates in 3 bedroom converted to four. My lease expires in two month time. What is the New York law say about termination of the lease? Can u email me Sample letter? And sub-tenants should they get more than 30 days notice eventhough it is month to month lease signed with me. What is my right to end the lease and to tell sub-tenants that they have to leave.

— *Azzurotta*

4. 4. February 1, 2008 4:42 pm [Link](#)

I broke a two-year lease on my apartment almost two years ago because my job required me to relocate for a while. Because I broke the lease, I didnt expect to get my security deposit back, however for the last two years I've received tax statements about the interest accrued on my deposit and have had to pay taxes on this interest. Am I right to think that if the landlord is not going to give the deposit back, that it becomes HIS money and HE should be the one to pay interest on it and not me? Do I have a right to the

interest that's accrued? Do I have any right to the deposit since it clearly wasn't used to make repairs? The interest will just keep growing every year and it just doesn't seem right that I should have to pay taxes on it.

— *Ann*

5. 5. February 5, 2008 2:34 pm [Link](#)

I am the lease holder in a rent stabilized apartment. A young student has been living here as my guest since July — it is to be a temporary arrangement — perhaps until July-August of this year. Does his presence affect my lease in any way?

— *Helen*

6. 6. October 6, 2008 3:09 pm [Link](#)

My Mother owns a 3 unit in Brooklyn, my sister lives in one unit but the tenant in the 2nd unit was the daughter of the original tenants who are now deceased. The apartment was rent controlled but my Mother never raised the rent which is only \$120. My mother is in poor health and would like her grand daughter to move into that 2nd unit. Is there a way to have the tenant evicted?

— *Barbara*

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