



Legislation Text

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Res. No. 1292

Resolution calling upon the New York State Legislature to pass and the Governor to sign legislation amending the Real Property Law to allow victims of domestic violence to terminate leases upon written notice to landlords

By Council Members Rosenthal, Crowley, Menchaca, Mendez, Cumbo, Chin, Kallos, Dromm and Eugene

Whereas, According to the Centers for Disease Control and Prevention, one in three women and one in four men in the United States have experienced some form of intimate partner violence in their lifetime; and

Whereas, According to the Mayor's Office to Combat Domestic Violence, the New York City Police Department responded to 279,051 Domestic Incident Reports in 2015, which averages to over 764 incidents per day; and

Whereas, As the United States Department of Justice estimates that only slightly over 50 percent of domestic violence incidents are reported to police, the reality is that there are likely thousands of New Yorkers who face unsafe domestic situations on a daily basis; and

Whereas, Many domestic violence victims would be safer if they could move to a location where their abusers cannot find them, but victims often cannot move due to ongoing lease obligations and because they would incur the penalties of poor tenant history and bad credit for breaking a lease; and

Whereas, The National Network to End Domestic Violence indicates that many domestic violence victims who leave their abusers have trouble finding rental properties due to poor credit and tenant histories, making victims and their families more vulnerable to homelessness; and

Whereas, According to the New York City Department of Homeless Services, domestic violence surpassed eviction as the main reason for shelter entry in early 2016; and

Whereas, Section 227-c of the New York State Real Property Law (“RPL”) allows a victim of domestic violence with an order of protection to terminate a residential lease without penalty by petitioning the court that issued the order of protection for an order terminating the lease; and

Whereas, Under section 227-c of the RPL, the court issues an order terminating the lease if the victim establishes that (1) there continues to exist a substantial risk of physical or emotional harm to the victim or victim’s child if they were to remain in the dwelling unit and that relocation will substantially reduce such risk, (2) the victim attempted to obtain the landlord’s voluntary consent to the lease termination and the landlord refused, and (3) the victim is acting in good faith; and

Whereas, A significant issue with the New York State law is that it requires victims to have an order of protection in order to even be eligible for an order granting a lease termination; and

Whereas, Advocates indicate that this requirement forecloses relief for thousands of domestic violence victims, as many victims choose not to obtain an order of protection because doing so could increase threats to their safety and the safety of their children; and

Whereas, Another issue with the New York State law is that even if the court grants the order terminating the lease, it can take months before the lease is actually terminated because the law requires the termination date of the lease to be no earlier than 30 days and no later than 150 days after the due date of the next rental payment subsequent to the date such order is served on the landlord; and

Whereas, For instance, if the order is served upon the landlord on March 20th, and the next rental payment is due on April 1st, then the lease termination date would be at least May 1st and could be as late as September 1st; and

Whereas, Victims may not be able to relocate for months even though it has been established that notwithstanding the order of protection there continues to exist a substantial risk of physical or emotional harm to the victim or the victim’s children if they remain in the premises; and

Whereas, Section 227-c of the RPL also requires the victim to give 10 days’ notice to any co-tenants of

the victim's intent to terminate the lease and provides co-tenants with the opportunity to be heard by the court and express opposition to a lease termination order; and

Whereas, Advocates argue that such provisions can jeopardize the safety of the victim in circumstances where the co-tenant is the abuser; and

Whereas, The 10 days' notice to a co-tenant who is the abuser provides the abuser with advance notice that the victim intends to permanently flee the shared housing; and

Whereas, Research has shown that leaving an abuser is the most dangerous time for a victim of domestic violence, and therefore, the 10-day notice requirement could escalate the abuse and danger to the victim before the lease termination is granted; and

Whereas, Providing the abuser co-tenant with the opportunity to oppose the lease termination also gives the abuser another opportunity to further extend control and coercion over the victim, as the abuser has every incentive to oppose the lease termination and keep the victim trapped in shared housing; and

Whereas, The only alternatives for the victim at that point are to stay in an unsafe housing situation with the abuser or to terminate the lease early without court approval, thereby risking bad credit and forfeiting a security deposit; and

Whereas, It is extremely important for the New York State Legislature to enact legislation that would provide a safer and faster avenue for domestic violence victims to terminate leases; and

Whereas, Such legislation should permit a tenant to terminate a rental agreement upon written notice to the landlord and any co-tenants other than the abuser that the tenant or a dependent household member is a victim of domestic violence; and

Whereas, The written notice should describe the reason for the lease termination and be accompanied by either a copy of an order of protection issued to the tenant or dependent household member who is the victim of domestic violence or a copy of a written report from a law enforcement agency indicating that the tenant or household member notified the law enforcement agency of the domestic violence; and

Whereas, Such legislation should also require the written notice to be provided at least 10 days before the due date of the next rental payment, and if proper written notice is provided and all rent up to and including the month in which the notice is provided has been paid, the termination of the lease should be effective on the day after the due date of the next rental payment; and

Whereas, The tenant should be entitled to a refund for any prepaid rent or other payments covering the period after the effective date of the lease termination as long as the tenant has vacated the premises; and

Whereas, Any proposed legislation should prohibit the landlord from providing to an abuser any information concerning the whereabouts of the victim or dependent household member and from disclosing the lease termination as an early termination to a prospective landlord of the victim; and

Whereas, The landlord should also be required to change the locks upon the tenant's request and must deny a key to the abuser if the tenant is still living in the property, except that if the abuser is a co-tenant, the locks shall not be changed unless there is an order of protection excluding the abuser from the dwelling unit; and

Whereas, Such legislation should also prohibit the landlord from withholding a security deposit collected in connection with a lease that is properly terminated by a domestic violence victim; and

Whereas, Any proposed bill should also include a provision stating that any lease provision waiving or modifying a tenant's rights under or exempting a landlord from the requirements of such legislation is void as against public policy; and

Whereas, A landlord that violates such legislation should be subject to statutory damages of not less than \$1,000 and not more than \$10,000 for each violation; and

Whereas, Such legislation would address the concerns raised by section 227-c of the RPL and extend relief to many domestic violence victims who are unable to terminate leases without penalty pursuant to the current New York State law; and

Whereas, Broadening the circumstances under which domestic violence victims may terminate leases

will allow thousands of New Yorkers to leave abusive situations without risking the safety or economic stability of their families; now, therefore, be it

Resolved, That the Council of the City of New York calls upon the New York State Legislature to pass and the Governor to sign legislation amending the Real Property Law to allow victims of domestic violence to terminate leases upon written notice to landlords.

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