

**FULL TIME TENANT UNION  
TENANT QUESTIONNAIRE Q&A  
With ADAM MEYERS OF COMMUNITIES RESIST**

**Q: What are the risks of participating in a Rent Strike?**

**A:** Eventually you can end up in housing court, the landlord may be granted a money court order for past due rent if the landlord wins the case. That said, going to court is some time off because of the moratorium and then a slow reopening of courts and log jam of cases. This gives rise to significant time to negotiate with the landlord which is the goal of the rent strike; to impose collective power over the landlord. Landlords cannot retaliate against tenants for being part of a Tenant Association/Union; this is a legally protected right.

**Q: Can the landlord go after my guarantor for failure to pay rent because of rent strike?**

**A:** Under the current circumstances because of financial hardship due to COVID - 19, it will be some time before you see any landlord bringing such a case because currently there is a significant delay due to the moratorium, etc. It gives you time to negotiate with the landlord via tenant union.

**Q: I sent my rent renewal via e-mail and then joined the rent strike? Is it possible to renew my lease via email?**

**A:** [Adam to research and get back to us.](#)

**Q: How can I get my landlord to fix my leaky windows?**

**A:** This pertains to warranty of habitability (a requirement of the landlord to keep your home safe for you to live in. Black mold is a health hazard. Now is a good time to notify the landlord of this issue and then file a complaint with 311. This government agency will send an inspector to investigate the matter and put the landlord on notice. It is a good argument for reduction of rent owed due to health concerns and delay to address the problem by the landlord.

**Q: How do I address the landlord about fixing gas leak issues?**

**A:** Call 311 to make a complaint and the government agency will send an inspector to investigate. Document any incidents and notices given to the landlord, etc. Tenants can also go to Housing Part ("HP") proceedings which is an administrative proceeding and not courts. However, they would need to perform further investigation to prove and document any noncompliance or issues. Investigators would need access to the utilities room to further investigate.

**Q: Risk of breaking lease early?**

**A:** Review the lease to see if there are any reasons provided that the Tenant can terminate the lease early (highly unlikely such a clause would be provided). Approach the landlord and try to come to an agreement. Landlord would be allowed to keep a security deposit for back rent owed and any other monies owed, but you can try to negotiate as the amount you would be able to pay for the remainder of the lease, a lesser amount than the amount owed under the terms of the lease. Providing landlords with notice of early termination provides landlords with ability to mitigate the loss of an empty apartment by trying to rent the apartment again in order to close the gap between when you move out and signing on a new tenant. When moving out, make sure to return keys, retain all documentation needed for any defenses/to show notice, and provide landlord notice of moving out. You may be able to provide proof of the landlord's breach of warranty of habitability; failure to keep conditions acceptable for human life (safe and healthy). Breach of this duty can be used to reduce rent owed. Contract Eviction - even though not technically evicted, Tenant can claim that the condition of the apartment made it impossible for Tenant to feel safe at home and had to move out. This is a high burden to move and difficult to prove).

**Q: What are the ramifications of breaking my lease 3 months early?**

**A:** Landlords may file a case in civil court (not housing court) after early termination of lease, but this depends on whether the landlord thinks it would be worth the time and costs of litigation.

**Q: Is it legal for a landlord to offer all fees of \$500 if we find him a new tenant?**

**A:** Adam's understanding of the law is that an individual may be allowed to provide a referral for a new tenant and be compensated and that a real estate license is required when a person has several clients they are representing in real estate transactions.

**Q: Is a clause in the lease requesting notice of lease renewal within a certain period of time or risk landlord withholding security deposit enforceable?**

**A:** Yes, if notice isn't provided in time. It can be retained as payment for rent for a month after termination date lease.

**Q: How can I tell if the landlord is not complying with rent stabilization status?**

**A:** Request and review the rent history of your unit. An increase may be due to apartment renovations. A thorough review/analysis of rent history is required. Request rent history at: [rentinfo@nyschr.org](mailto:rentinfo@nyschr.org). [Amirentstabalized.com](http://Amirentstabalized.com) - auto composes the inquiry in an email for you

**Q: Apartment Release Form - FT Management is releasing him from his lease. The tenant gave ample notice that he is leaving but is wondering why he is getting this and whether it is standard procedure.**

**A:** Yes, this release looks pretty standard to me. The tenant should be aware that the "releasing all claims" would prevent them from filing overcharge cases, etc., if they had been planning to do that. If folks wanted this to be a really comprehensive agreement, the other thing I'd want to address in it would be the mechanics around return of the security deposit.

**Q: Resident Questionnaire - A tenant received this questionnaire from FT Management. She is wondering whether COVID-19 relief is applicable to this situation, and if this is beneficial or detrimental to her in responding to these questions.**

**A:** On the questionnaire, that's quite a document. It's not obvious to me what the landlord means by "COVID-19 rent assistance". To my knowledge, no COVID-19 rent assistance law has yet gotten signed in NYS. Maybe this is an internal form the landlord has when folks are asking for a payment plan or an agreed-upon waiver of arrears? I'd be cautious before giving all this info to my landlord, and I'd only do it if I thought there was some really valuable benefit on the other side.

**A:** The other thing that's going on that might explain the questionnaire is that landlords are prohibited from starting evictions against folks suffering COVID-related financial hardship until late August--this might be the landlord's effort to get information from the tenant to know whether he is able to start eviction proceedings now. If that's the case, I probably wouldn't fill it out, but would respond to the landlord and just tell them (if true) that the tenant is eligible for unemployment benefits or is suffering COVID-related financial hardship. This gives up much less personal/invasive info, but might still delay an eviction case.

**Q: Is there a specific NYC law which provides that if a tenant overstays s/he becomes a periodic tenancy (month-to month)? Or is this a regulation that kicks in only if a landlord failed to respond to a tenant's notice of intent to renew their lease?**

**A:** I'd have to research whether there's actually statutory language directly on point, but it's commonly accepted that if 1) a tenant overstays their lease, 2) pays to the landlord rent for the next month, and 3) that rent is accepted by the landlord, then the landlord and tenant have agreed to a month-to-month tenancy on the terms of the original lease. If the landlord were to refuse to accept the rent, the tenant would then be "holding over" in the apartment, and the landlord could commence a "holdover" eviction proceeding. This proceeding would still likely take several months to be resolved.

**Q: In regards to negotiating a renewal of a lease to reflect a periodic tenancy of month-to-month instead of a year lease and/or reduced rent rate, this should be done in advance of the notice requirement as set out by the terms of the lease: i.e. 30-60 days renewal notice. Otherwise, the lease is terminated on the termination date, the tenant can lose their deposit for failing to meet notice requirements and the tenant is now overstaying.**

**A:** I don't understand this question perfectly, but yes, I think it would be wisest for the tenant to start this negotiation sooner rather than later, especially if they want a reduction in rent. If the tenancy were to become month-to-month in the manner described above, the tenant would typically be paying the same rent as under the lease.

**Q: What actions can a landlord take if the tenant overstays?**

**A:** If the tenant overstays, the landlord can commence a holdover eviction proceeding. As mentioned above, these proceedings take several months to move through the court, especially in the chaotic state the courts will be in upon reopening. If a tenant is able to prove that they're actually entitled to rent stabilization protections, the landlord will lose the holdover case and the landlord will be required to offer them a renewal lease at the proper legal regulated rent.

**Q: In a roommate situation wherein one roommate moves out. My understanding is that the individual moving out is liable on the lease only if s/he signed the lease. The landlord would be able to pursue legal action against both individuals.**

**A:** Yes, I believe you're right that the landlord would only have a claim against the individual(s) who signed onto the lease. If someone who was never on the lease vacates the apartment, the landlord has no claim against them for rent. The landlord would be in a position of needing to seek to recover all of the rent from the tenant(s) named on the lease. Those tenants, in turn, might have a claim against the departed subtenants under whatever written or oral sub tenancy arrangement they worked out between themselves.

**Q: If the roommate moving out didn't sign the lease, the remaining tenant would solely be liable on the lease. Remaining tenant's only recourse may be to take the roommate to small claims court(?) to try to have the ex-roommate pay with regard to rent they owe while they lived in the apartment, but in an absence of a written agreement between the roommates, it would prove difficult for the remaining tenant to recover any monies for the remainder of the lease. Is this accurate?**

**A:** Difficult? Yeah, maybe. The tenant would have the burden of proving the terms of the oral lease agreement between the parties. While the rate of rent contribution could probably be proved pretty easily with check/banking records, the length of the lease would just be he said/she said if it's not reflected in writing anywhere.