

Can My Adult Child Live in My Co-op Without Me?

Subletting at a Co-op Is a Complicated Issue

BY A.J. SIDRANSKY 29 JUNE 2017

COMMUNITY LIVING LAW & LEGISLATION BOARD OPERATIONS



Before you hand over your co-op apartment keys to your grown-up child... (iStock).

The rules are almost always different for co-ops, and that is most certainly true for occupancy issues. One of the initial reasons for the co-op ownership structure, both on the part of the those already living there and those buying in, was to keep tight control over who your neighbors are. While much has changed over the decades relative to this concept of “exclusivity” and accompanying discrimination, boards still have a good amount of control over occupancy, particularly with respect to subletting.

Picture this: supposing your employer has just offered you the unprecedented opportunity to live in Paris for a year in a corporate apartment in the heart of the 6th arrondissement. The deal even includes a car. But you promised your 22-year-old daughter that she can move back in with you for two years before she goes to medical school. She's even landed a job doing research at Sloan-Kettering. So she needs to save everything she can for medical school and rentals don't come cheap anymore.

This, can she live in your co-op while you and your spouse are off doing the 'ex-pat thing' for a year? Sadly, the answer is a flat-out-NO!

Julie Schechter, a co-op/condo attorney and associate with Montgomery McCracken Walker & Rhoads in Manhattan, explains: "Technically, it's like a sublet. It's usually paragraph 14 of the proprietary lease that deals with use and occupancy, but usually per standard language, which appears in most proprietary leases, an apartment can be occupied by the shareholder and the shareholder's family. It runs off a list, basically it's immediate family. It will say 'brother,' 'sister,' 'child,' 'parent,' 'grandparent,' or whatever. That language has been interpreted as the 'shareholder and', with the word 'and' being taken to mean simultaneously living with the shareholder while the shareholder is living there but not in the shareholder's absence.

"Putting your child in your apartment while you are away? No good," she continues. "It would require board approval and the board might even consider it a sublet and charge a fee." Of course, the corporation bylaws would have to provide for sublet fees. In Schechter's experience, they usually don't.

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3 COMMENTS



NT on THURSDAY, SEPTEMBER 21, 2017 7:23 PM

This is not necessarily correct. I lived in my parents NYC coop apartment for years without them.

The use of "and" in the lease has been proven to be ambiguous.



ANONYMOUS on MONDAY, SEPTEMBER 25, 2017 2:18 PM

I am a member of a Cooperative and would like to know if a president of the Board of Directors can be president of the Potomac National Association of Cooperatives as well as the Secretary of the National Housing Association which falls under the same president? Is this a conflict of interest for this person to hold three position all under the same umbrella? Because when we have questions that we wish to have confidential, it will still get back to the president.



ANONYMOUS on MONDAY, SEPTEMBER 25, 2017 2:20 PM

I live at a Cooperative and would like to know if I started a fire who is responsible? Also, if the person have firer insurance who is responsible for the firer and all items?

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