

Tenants' Rights

A Handbook for Syracuse Tenants



Prepared by the Coalition for Effective Code Enforcement

Substantial portions of this Handbook are reprinted from the publication
Tenants' Rights, prepared by the Office of the Attorney General,
New York State Department of Law.



Various parts of this document provide broad legal descriptions of legal procedure. However, no part of this manual should be regarded as legal advice. If you need legal advice, seek the services of a competent attorney. Also, laws change. Information that is accurate at the time of printing may be rendered obsolete by the passage of new laws or revised judicial interpretations of existing laws.

**Si tiene algún problema entendiendo este
panfleto, pongase en contacto con el
Departamento de Vivienda de La Liga de
Acción Hispana – 475-6153**

This Handbook is based upon the publication Tenants' Rights, prepared and copyrighted by the New York State Department of Law, which has granted permission to use portions of that publication as part of this Handbook. This Handbook was prepared by the Frank H. Hiscock Legal Aid Society in conjunction with the Coalition for Effective Code Enforcement.



**The Coalition for Effective Code Enforcement gratefully acknowledges the
City of Syracuse Department of Community Development and
Mayor Matthew J. Driscoll for assistance in printing this Handbook.**

**Funding for this handbook provide by: Department of Housing and Urban
Development Community Development Block Grant Program.**

Table of Contents

TENANTS' RIGHTS	1
LIVING CONDITIONS	2
Warranty of Habitability.....	2
Landlord's Duty of Repair	2
Lead Paint	3
Smoke Alarms	3
Door Locks and Safety.....	3
LEASES	4
Generally.....	4
Plain English Requirement	4
Unconscionable Lease Clauses.....	4
Landlord's Negligence.....	4
Security Interest in Household Effects	4
Attorney's Fees	4
MONTH-TO-MONTH TENANTS	5
RENT	5
Security Deposit	5
Rent Receipts	5
SUBLETTING AND ASSIGNING LEASES	6
Generally.....	6
Assigning a Lease	6
Subletting an Apartment	6
EVICTION	8
RETALIATORY EVICTION	8
TENANTS' GENERAL RIGHTS	8
Discrimination	8
Right to Share Apartment with Others	8
Right of Privacy.....	9
Right to Join Tenants' Organization.....	9
Right to Keep or Own Pets.....	9
Mail.....	9
TERMINATING A LEASE UNDER SPECIAL CIRCUMSTANCES	9
Senior Citizen Lease Terminations	9
Lease Termination for Military Personnel.....	9
UTILITIES	10
Heating Season.....	10
Truth in Heating	10
Continuation of Utility Services	10
Oil Payments	10
APARTMENT HUNTING	10
Real Estate Brokers.....	10
Apartment Referral Agencies	10
FOR MORE INFORMATION	11

Tenants' Rights

In New York State, tenants' rights are protected by a variety of federal, state and local laws. The Multiple Residence Law, Real Property Law, New York State Uniform Fire Prevention and Building Code (NYSUFPBC), and Real Property Actions and Proceedings Law cover Syracuse and the towns and villages of Onondaga County. The Property Conservation Code of the City of Syracuse applies only in the City of Syracuse. These and other laws are cited, where they apply.

Living Conditions

Warranty of Habitability

Tenants are entitled to a livable, safe and sanitary apartment. Lease provisions inconsistent with this right are illegal. Failure to provide heat or hot water on a regular basis or to rid an apartment of insect infestation are examples of a violation of this warranty. This warranty also applies to a building's public areas and to cooperative apartments (Real Property Law § 235-b).

If a landlord breaches the warranty, the tenant may sue for a rent reduction. The tenant may also withhold rent, but in response, the landlord may sue the tenant for non-payment of rent. In such a case, the tenant may counter sue for breach of the warranty.

Rent reduction may be ordered if a court finds that the landlord violated the Warranty of Habitability. The reduction is computed by subtracting from the actual rent the estimated value of the apartment without the essential services.

Tenants who withhold rent to induce landlords to make repairs should be sure to reserve the rent; that is they should not spend it. If they do not hang on to the rent money, they may face eviction even though they prove there has been a breach of the warranty of habitability. This is because the value of the breach usually does not totally cancel out the rent obligation and because the court will probably require the tenant to pay the difference immediately upon determining how much rent should be reduced.

For example, suppose that the tenant withholds monthly rent of \$450; the landlord sues to evict; the court values the proven breach of the warrant of habitability at 10% for each of 3 months that the condition has existed, or \$135. If the tenant is not prepared to pay the difference between the rent owed and the rent reduction allowed ($\$450 - \$135 = \$315$), then the court could issue an order and warrant of eviction and a money judgment in the reduced amount (i.e., for \$315).

The Warranty is not automatically breached if a building's condition violates a statute, regulation or provision of the Syracuse Property Conservation Code. Conversely, the fact that a building or apartment has not been inspected or cited by a governmental authority does not mean there is no violation of the warranty. A judge makes the final determination as to whether or not the landlord has violated the Warranty of Habitability, if the rent should be reduced and the amount if any the rent should be reduced. Tenants should bring the rent to court with them to pay the amount due after the Judge's determination.

Landlord's Duty of Repair

All landlords are required to maintain electrical, plumbing, sanitary, heating and ventilating systems in good and safe working order. Landlords must also keep in good working order appliances they install, such as refrigerators and stoves. Landlords must keep the buildings' public areas in "good repair." Landlords also have a legal duty to keep every part of a dwelling clean and free of vermin, dirt, garbage and other offensive material (Multiple Residence Law § 174).

All landlords of property located in the City of Syracuse must maintain their premises in accordance with the Syracuse Property Conservation Code (PCC). Generally, the PCC requires landlords to keep buildings and open areas hazard free; keep their property free of insects, vermin, and rodents; and maintain adequate facilities for the collection, storage, handling, and disposal of garbage and rubbish (PCC §§ 27-71, 27-72 through 27-75).

In an emergency, tenants may make necessary repairs and deduct reasonable repair costs from the rent. For example, when a landlord has been notified that a door lock is broken and willfully neglects to repair it, the tenant may hire a locksmith and deduct the cost from the rent. Tenant should keep receipts of money paid for said repairs.

The PCC authorizes the tenant to make repairs that will correct violations of the PCC only after the City gives the landlord notice of the violation and the violation is not repaired within the time allowed by the City of Syracuse (PCC § 27-114). Please note, pursuant to the Syracuse Property Conservation Code, landlords are required to register their name and address with the City if they do not live on the leased premises. If the landlord lives outside of Onondaga County, the landlord must give the name and address of an individual who will be responsible for repairs (PCC § 27-11(C)).

Tenants should bring complaints to the attention of their local housing officials. In the City of Syracuse call Code Enforcement, Building Inspectors Department at 448-8695.

Lead Paint

Landlords may not use paint containing more than .06% metallic lead inside a building and in any location accessible to children (PCC § 27-77).

On March 6, 1996, the EPA and HUD published a rule which requires persons selling or leasing most residential housing built before 1978 to provide purchasers and renters with a federally approved lead hazard information pamphlet and to disclose known lead-based paint and/or lead based paint hazards. The pamphlet is *Protect Your Family from Lead in Your Home*. To obtain a copy call the National Lead Information Clearinghouse at 800-424-LEAD.

The Onondaga County Health Department's Lead Poisoning Division (435-3271) will answer questions concerning how and where to get children tested for lead poisoning.

Smoke Alarms

The following locations in an apartment are required to have smoke alarms: on the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms, and in each room used for sleeping purposes and each story within a dwelling unit including basements and cellars (PCC § 27-43(D), NYSUFPBC – Property Maintenance Code of New York State § 704 and Fire Code of New York State § 907).

Door Locks and Safety

Apartments in Syracuse must have suitable locking devices (PCC § 27-65). Tenants who are victims of crimes in their building or apartment, and who are able to prove that the criminal took advantage of the landlord's failure to make the building reasonably safe, may be able to recover personal and property damages from the landlord.

Leases

Generally

A lease is a contract between a landlord and tenant which contains rental terms and conditions. It cannot be changed while in effect unless both parties agree. A lease may be oral or written. However, an oral lease for more than one year cannot be enforced (General Obligation Law § 5-701).

Tenants who lease apartments must negotiate the rent, the duration of the lease, and the conditions of occupancy with their landlords. These matters must also be negotiated when a lease is up for renewal unless a lease contains an automatic renewal clause.

Since an automatic renewal clause can be a trap for unwary tenants, landlords are required to give tenants advance notice of the existence of such a clause. Landlords must give this notice between 15 and 30 days before a tenant is required to notify the landlord of an intention to terminate the lease (General Obligation Law § 5-905).

Unless the lease states otherwise, the landlord is obligated to make the apartment available to the tenant at the beginning of the tenancy. If the landlord fails to do so, the tenant has the right to cancel the lease and obtain a full refund of any deposit (Real Property Law § 223-a).

Plain English Requirement

Leases must use words with common and everyday meanings and must be clear and coherent. Sections of leases must be appropriately captioned and the print must be large enough to be read easily (General Obligations Law § 5-702; C.P.L.R. § 4544).

Unconscionable Lease Clauses

Most landlords use printed form leases which they ask tenants to sign on a take-it-or-leave-it basis. The law does not require that any particular lease be used. Since tenants often have no meaningful opportunity to reject lease provisions, the courts may refuse to enforce a provision found to be unreasonably favorable to the landlord (Real Property Law § 235-c). Nevertheless, read your lease and all riders carefully before you sign. Do not rely on oral promises; make sure that all promises and agreements are written in the lease before signing it. It is wise to consult an attorney if you have any questions about your lease.

Landlord's Negligence

Lease provisions which exempt landlords from liability for injuries to persons or property caused by the landlord's negligence or that of his employees are not valid. Further, a lease provision that waives the tenant's right to a jury trial in any lawsuit against a landlord for personal injury or property damage is also null and void. (General Obligations Law § 5-321; Real Property Law § 259-c).

Security Interest in Household Effects

A lease provision which requires a tenant to pledge his/her household furniture as security for rent is void (Real Property Law § 231).

Attorney's Fees

If a lease states that the landlord is entitled to collect attorneys' fees from the tenant if the landlord successfully sues the tenant, then the tenant automatically has the same right to recover reasonable attorneys' fees and expenses from the landlord if the tenant successfully sues the landlord (Real Property Law § 234).

Month-to-Month Tenants

Tenants who do not have written leases and pay rent on a monthly basis are called month-to-month tenants. Tenants who stay past the end of a lease are also treated as month-to-month tenants if their landlord accepts their rent.

Either party may terminate a month-to-month tenancy by giving notice at least one month (i.e. at least 30 days) before the expiration of the term. This notice must be given at least 30 days before the expiration of the lease. For month-to-month tenancies expiring at the end of all months except February, a notice provided on the last day of the month prior to the month of expiration would be legally sufficient. For month-to-month tenancies expiring at the end of February, the one month notice would be

provided at least by January 29th in a non-leap year and by January 30th in a leap year. The termination notice need not explain why the landlord seeks possession of the apartment.

A landlord cannot raise the rent of a month-to-month tenant without the consent of the tenant. However, if the tenant does not consent, the landlord can terminate the tenancy by giving appropriate notice.

A termination notice does not automatically allow the landlord to evict the tenant. The landlord must first bring an eviction proceeding in court and prove the case (Real Property Law § 232-b; § 232-c). However, most of the time all the landlord will have to prove is that they gave the tenant a proper termination notice.

Rent

Security Deposits

Virtually all leases require tenants to give their landlord a security deposit. The landlord must return the security deposit, less any lawful deduction, to the tenant at the end of the lease or within a reasonable time thereafter. In Syracuse, within 3 weeks after the lease ends, the landlord must either return the security deposit or make a claim. This claim must be presented to the tenant as a written list identifying, with specificity, each claim to which the security deposit was applied. If the landlord fails to provide the tenant with a written, itemized list during this time period, the tenant is entitled to return of the full amount of the security deposit (PCC § 27-125).

A landlord may use the security deposit only: (a) as reimbursement for the reasonable cost of repairs beyond normal wear and tear, if the tenant damages the apartment; and (b) as reimbursement for any unpaid rent.

The law requires all landlords, regardless of the number of units in the building, to treat the deposit as trust funds belonging to their tenants. Landlords are prohibited from co-mingling the deposits with their own money.

Landlords of buildings with six or more apartments must put all security deposits in New York State bank accounts earning interest at the prevailing rate. Each tenant must be informed in writing of the bank's name and address and the amount of the deposit. Landlords are entitled to annual administrative expense of 1% of the deposit. All other interest earned on the deposit belongs to the tenants. Tenants must be given the option of having this interest paid to them annually, applied to rent, or paid at the end of the lease.

For example: A tenant pays a security deposit of \$400.00. The landlord places the deposit in an interest bearing bank having earned interest of \$22.00. The tenant is entitled to \$18.00 and the landlord may retain \$4.00, 1% of the deposit, as an administrative fee.

If the building has fewer than six apartments, a landlord who voluntarily places the security deposits in an interest bearing bank account must also pay interest in tenants and may retain the same 1% annual administrative fee. These rules also apply to mobile home parks.

If the building is sold, the landlord must transfer all security deposits to the new owner within five days, or return the security deposits to the tenants. Landlords must notify the tenants, by registered or certified mail, of the name and address of the new owner (General Obligation Law, Article 7).

When problems arise tenants should first try to resolve them with the landlord before taking other actions. If a dispute cannot be resolved, tenants may file a claim in small claims court. For further advice, tenants should contact their attorney, the local Attorney General's office, the Hiscock Legal Aid Society or Legal Services of Central New York.

Rent Receipts

Landlords must provide tenants with a written receipt when rent is paid in cash, a money order, a cashier's check, or in any form other than a tenant's personal check. The receipt must state the payment date, the amount, the period for which rent was paid, and the apartment number. The receipt must be signed by person receiving the payment and state his or her title (Real Property Law § 235-e).

Subletting and Assigning Leases

Generally

Subletting and assignment are methods of transferring the tenant's legal interest in an apartment to another person. A sublet transfers less than the tenant's entire interest while an assignment transfers the entire interest. A tenant's right to assign the lease is much more restricted than the right to sublet.

When a lease agreement is assigned to a new tenant the original tenant's obligation to the landlord is terminated. When there is a sublease the original agreement between the tenant and landlord remains, but a separate agreement between the tenant and subtenant is created.

Assigning a Lease

Unless a greater right to assign is conferred by the lease, the following guidelines apply to lease assignments. A tenant may not assign the lease without the landlord's written consent. The landlord may withhold consent without cause. If the landlord reasonably refuses consent, the tenant cannot assign and is not entitled to be released from the lease. If the landlord unreasonably refuses consent, the tenant is entitled to be released from the lease after 30 days notice (Real Property Law § 226-b).

Subletting an Apartment

Tenants who live in buildings with four or more apartments have the right to sublet with the landlord's advance consent, and the landlord cannot unreasonably withhold consent.

If an apartment is sublet, the original tenant remains liable to the landlord for the obligations of the lease. If the landlord of a building with four or more apartments denies the sublet on reasonable grounds the tenant cannot sublet and the landlord is not required to release the tenant from the lease. A court must decide whether the particular grounds given are reasonable.

If the landlord denies the sublet on unreasonable grounds, the tenant may sublet. If a lawsuit results, the tenant may recover court costs and attorney's fees if a judge rules that the landlord denied the sublet in bad faith. If a landlord's reason for not approving a sublet arrangement is discriminatory (e.g., a landlord refuses to allow a family with children to sublet an apartment formerly occupied by college students), then it is a violation of the fair housing act, and both the original tenants as well as the prospective sublettors have standing to sue the property owner.

These steps must be followed by a tenant who lives in a building with four or more apartments wishing to sublet:

1) The tenant must send a written request to the landlord by certified mail, return-receipt requested. The request must contain the following information: (a) the length of the sublease; (b) the name, home and business address of the proposed subtenant; (c) the reason for subletting; (d) the tenant's address during the sublet; (e) the written consent of any co-tenant or guarantor; (f) a copy of the proposed sublease together with a copy of the tenant's own lease, if available.

2) Within 10 days after the mailing of this request, the landlord may ask the tenant for additional information to help make a decision. Any request for additional information may not be unduly burdensome. Within 30 days after the mailing of the tenant's request to sublet or the additional information requested by the landlord, whichever is later, the landlord must send the tenant a notice of consent, or if consent is denied, the reason for denial. A landlord's failure to send this written notice is considered consent to sublet. A lease clause requiring a tenant to waive the right to sublet is unenforceable. A sublet or assignment which does not comply with the law may be grounds for eviction (Real Property Law § 226-b).

Eviction

To evict a tenant a landlord must sue in court and win the case. Only a sheriff or marshal can carry out a court ordered eviction of a tenant (Real Property Actions and Proceedings Law § 749).

Landlords cannot take the law into their own hands by using force or unlawful means to evict tenants. For example, a landlord cannot use threats of violence, remove a tenant's possessions, lock the tenant out of the apartment, or willfully discontinue essential services such as water or heat (Real Property Law § 235). If you are put out of your apartment without being lawfully evicted, whether it be by force or by the landlord changing the locks to your apartment, call the police. Tell them that your landlord does not have a warrant of eviction and request assistance. After calling the police, you must

contact either a private attorney, Hiscock Legal Aid Society, or Legal Services of Central New York to assist you in regaining possession of your apartment.

A tenant who is locked out of his/her apartment in this manner may recover triple damages in a legal action against the landlord. Tenants should keep receipts of all monies spent because they were illegally evicted.

When a tenant is evicted, the landlord has no right to retain the tenant's personal belongings or furniture. It is wise to immediately consult with an attorney to protect your legal rights if your landlord seeks possession of your apartment. If you cannot afford an attorney contact Hiscock Legal Aid Society or Legal Services of Central New York for assistance. Never Ignore Legal Papers.

Retaliatory Eviction

Landlords are prohibited from harassing or retaliating against tenants who exercise their rights. For example, landlords may not seek to evict tenants, unreasonably raise rent, or curtail services required in the lease agreement solely because tenants (a) make good faith complaints to a government agency about violations of any health or safety laws; or (b) take good faith actions to

protect rights under their lease; or (c) participate in tenants' organizations. In all rental property, except those having four units or less which are owner occupied, tenants may collect money damages from landlords who violate this law (Real Property Law § 223-b; PCC § 27-126).

Tenants' General Rights

Discrimination

Landlords may not refuse to rent accommodations to, or refuse to renew leases of, or otherwise discriminate against any person or group of persons because of race, creed, color, national origin, sex, disability, age, familial or marital status (Executive Law § 296(5); U.S. Fair Housing Act 1988). The Civil Rights Act of 1866 prohibits discrimination based on race or color, and applies to all real property that is sold, leased or conveyed in any way. There are no exceptions to this law. In Syracuse and Onondaga County, discrimination on the basis of sexual orientation is also prohibited (Syracuse Local Law No. 17-1990, Onondaga County Local Law-B). Discrimination on the basis of sexual orientation is also prohibited by New York State law (Sexual Orientation Non-Discrimination Act).

Landlords may not refuse to lease an apartment or discriminate against any person in the terms and conditions of the rental because the person has children living with them. For example, landlords may not impose a so-called "family surcharge;" or require that a single parent with a child take a two bedroom apartment as opposed to a one bedroom apartment. Affected families may bring a lawsuit for damages and for an injunction against landlords who violate this law. This law does not apply to housing units for senior citizens, subsidized, insured, or guaranteed by the federal government, or one or two family owner occupied houses (Real Property Law § 236). In addition, a lease may not require that tenants agree to remain childless during their tenancy (Real Property Law § 237).

Landlords have an obligation under the Federal Fair Housing Act to make reasonable accommodations and allow reasonable modifications to be made for people with disabilities. For example, if a tenant or prospective tenant with a disability needs to park closer to the building entrance, the landlord must designate a suitable parking space for the exclusive use of that particular tenant. Similarly, if a landlord maintains a no pets policy, an exception to the policy must be granted to a disabled person who requires a companion or guide dog.

Modifications to a dwelling, such as the installation of grab bars in a bathroom or a wheelchair ramp must also be allowed. In private housing which does not receive any government subsidies, it is the tenants' obligation to pay for such alterations. Landlords may not make inquiries regarding the nature, extent or severity of a person's disability. For purposes of granting a reasonable accommodation or modification request, a landlord may require that a tenant furnish proof that they have a disability which requires them to have the accommodation/modification in question, but a landlord does not have the right to obtain a diagnosis, ask about

medications prescribed, or similar details.

Landlords must follow fair housing practices and cannot discriminate against tenants with children under the age of six who have known elevated blood lead levels.

If a tenant feels they have been illegally discriminated against they should contact the Fair Housing Council of Central New York at 471-0420.

Right to Share Apartment With Others

It is unlawful for a landlord by a lease clause to restrict occupancy of an apartment to the named tenant in the lease or to the tenant and immediate family. When the lease names only one tenant, the tenant may share the apartment with immediate family, one additional occupant, and the occupant's dependent children. The leased apartment must be the primary residence of the tenant or the tenant's spouse.

When the lease names more than one tenant, these tenants may share their apartment with immediate family, occupants and dependent children of occupants; provided that the total number of tenants and occupants, excluding occupants' dependent children, does not exceed the number of tenants specified in the lease. Again, the leased apartment must be the primary residence of the tenant or the tenant's spouse.

Tenant must inform their landlord of the name of any occupant within 30 days after the occupant has moved into the apartment or within 30 days of a landlord's request for this information.

Landlords may continue to limit the total number of people living in an apartment to comply with any zoning requirements. Any person aggrieved by a violation of this law may bring suit for an injunction, actual damages and court costs (Real Property Law § 235-f).

Right of Privacy

Tenants have the right to privacy within their apartments. However, a landlord may enter a tenant's apartment with reasonable prior notice, which usually means twenty-four hours before entering at a reasonable time, usually between 9:00 a.m. to 5:00 p.m.: (a) to provide necessary or agreed upon repairs or services; or (b) in accordance with the lease; or (c) to show the apartment to prospective purchasers or tenants. In an emergency, such as a fire, a landlord may enter an apartment without a tenant's consent. A landlord may not abuse this limited right of entry or use it to harass a tenant, if a landlord does abuse the right of entry, the tenant should contact Hiscock Legal Aid Society, Legal Services of Central New York, a private attorney, or the District Attorney's Office.

Right to Join Tenants' Organizations

Tenants have a legal right to organize. They may form, join, and participate in tenants' organizations for the purpose of protecting their rights. Landlords may not harass or penalize tenants who exercise this right.

Tenants' groups have the right to meet at reasonable hours in any common area in their building, such as lobbies and halls (Real Property Law § 230).

Right to Keep or Own Pets

Tenants may keep pets in their apartment if their lease permits pets or is silent on the subject. Landlords may be able to evict tenants who violate a lease provision prohibiting pets. Domestic animals and pets shall not be kept on any premises in such a manner as to create unsanitary conditions or to constitute a nuisance.

Domestic animals and pets shall be maintained in accordance with applicable regulations of the City of Syracuse. Unsanitary conditions, inappropriate types of pets of animals and excessive numbers of them constitute conditions which may be considered a nuisance (PCC § 27-76).

Tenants who are blind or deaf are permitted to have guide dogs regardless of no pets clause in their lease (N.Y.S. Civil Rights Law § 47). In addition, a disabled tenant's rights to have pets that assist them are protected by the Fair Housing Act.

Mail

United States Postal regulations require landlords of buildings containing three or more apartments to provide secure mail boxes for each apartment unless the management has arranged to distribute the mail to each apartment. Landlords must keep the mail boxes and locks in good repair.

Terminating a Lease Under Special Circumstances

Senior Citizen Lease Terminations

When a tenant or tenant's spouse is 62 years or older they have the right to terminate an existing residential lease in certain situations. The tenant must be relocating to an adult care facility, a residential health care facility, subsidized low income housing, or a senior citizens home. Their landlord must be given 30 days written notice, including documentation of admission or pending admission into one of the above mentioned facilities. These tenants also have a right to terminate their leases without penalty in order to move in with a family member when they are medically unable to live independently and have provided a physician's certification of this, in compliance with the statute. The tenant is released from further rent payments from the time subsequent to the date of lease termination. The law deems void any lease clause to the contrary (Real Property Law § 227-a). A landlord cannot penalize a tenant, who cancels their lease through one of these options, in any way, including the withholding of a security deposit.

Lease Termination for Military Personnel

Individuals entering or calling to active duty in the military service may terminate a lease occupied for dwelling or certain other specified purposes if (1) the lease was executed by the service member before he/she entered active duty; and (2) the leased premises have been occupied by the service member or his/her dependents. Any such lease may be terminated by written notice delivered to the landlord at any time following the beginning of military service. Termination of a lease requiring monthly payments is not effective until 30 days after the first date on which the next rent is due subsequent to the date when the notice of termination is delivered. For example, if rent is due on the first day of the month, and notice is mailed on January 1, then rent is next due on the first of February and the effective date of lease termination is March 1 (N.Y. Military law §310).

Landlords are prohibited from evicting the spouse, children or other dependents of a service member on active duty, except with permission of the court (NY Military Law §309).

Utilities

Heating Season

In Syracuse, residential buildings shall maintain a temperature of not less than sixty-eight degrees Fahrenheit between September 15th and June 15th (PCC § 27-54). Elsewhere in Onondaga County, state law requires that an apartment's temperature be at least sixty-eight degrees Fahrenheit from October 1st to May 31st whenever the outdoor temperature falls below fifty-five degrees Fahrenheit between 6 a.m. and 10 p.m. (Multiple Residence Law § 173).

Truth in Heating

Before signing a lease requiring payment of individual heating and cooling bills, prospective tenants are entitled to receive a complete set or summary of the past two years' bills. These copies must be provided free upon written request. This law encourages landlords to make buildings more energy efficient and helps prospective tenant to more accurately calculate their expenses (Energy Law § 17-103). The State Energy Office can help tenants with related problems.

Continuation of Utility Services

When the landlord of a multiple dwelling is delinquent in paying utility bills, the utility must give advance written notice to tenants and to certain government agencies of its intent to discontinue service. Service may not be discontinued if tenants make arrangements to pay monies to the utility company. The tenants should call the utility company to find out the minimum amount required to maintain service. The tenants can deduct these payments from future rent. The Public Service Commission can assist tenants with related problems. In emergency situations where tenants are facing shut-offs they should call the Public Service Commission at 1-800-342-3355.

If a multiple dwelling's landlord fails to pay a utility bill and service is discontinued, tenants can receive payment for damages from the landlord (Real Property Law § 235-a; Public Service Law § 33).

Oil Payments

Tenants in oil heated multiple dwellings may contract with an oil dealer and pay for oil deliveries to their building when the landlord fails to assure a sufficient fuel supply. These payments are deductible from rent. Tenant first must make a reasonable effort to contact the landlord about failure to supply oil. Then the tenant must make a reasonable effort to obtain oil from the normal supplier. If the normal supplier will not deliver oil, local housing officials have a list of oil dealers who will make fuel deliveries under these circumstances (Multiple Residence Law § 305-c).

Apartment Hunting

Real Estate Brokers

Consumers may retain a real estate broker to find a suitable apartment. New York State licenses real estate brokers and salespersons. Brokers charge a commission for their services which is usually a stated percentage of the first year's rent. The amount of the commission is not set by law and should be negotiated between the parties. The broker must assist you in finding and obtaining an apartment before he may charge you commission. The fee should not be paid until you are offered a lease signed by the landlord. Complaints against real estate brokers should be brought to the attention of the New York Department of State (Real Property Law, Article 12-A).

Apartment Referral Agencies

Businesses that for advance fees provide information about the location and availability of rental housing must be licensed by the New York State. The fees charged by these firms may not exceed one month's rent. When the information the firms provide does not result in a rental, the entire pre-paid fee, less \$15.00, must be returned to the tenant. Criminal prosecutions for violations of this law may be brought by the Attorney General (Real Property Law, Article 12-C).

For More Information

If you wish further assistance regarding your legal rights as a tenant, contact:

Frank H. Hiscock Legal Aid Society

351 South Warren Street
Syracuse, NY 13202
(315) 422-8191

Lawyer Referral Service

1000 State Tower Building
Syracuse, NY 13202
(315) 471-2690
www.onbar.org

Legal Services of Mid-New York

329 West Fayette Street
Mill Pond Landing
Syracuse, NY 13202
(315) 475-3127

New York State Attorney General

615 Erie Boulevard West
Syracuse, NY 13204
(315) 448-4800 or 448-4848
www.oag.state.ny.us

If you wish further information about your rights concerning housing discrimination or lending discrimination:

Fair Housing Council of Central New York

327 West Fayette Street
Syracuse, NY 13202
(315) 471-0420
fhccny1@aol.com

Additional copies of this booklet

* Are Available Free:

Members Organizations of the Coalition for Effective Code Enforcement
City of Syracuse Offices

By Mail for \$2.00 postage & handling from:

Greater Syracuse Tenants Network, P.O. Box 6908, Syracuse, NY 13217-6908

Tenant Information & Referral

Greater Syracuse Tenants Network*

P.O. Box 6908
Syracuse, New York 13217
Tel: 475-8092
Email: SyracuseTenants@aol.com
Web site: www.SyracuseTenant.org

Housing, Tenant & Neighborhood Counseling and Assistance

SUN – Syracuse United Neighbors*

1540 South Salina Street
Syracuse, New York 13205
Tel: 476-7475
Email: sun@sunaction.org

NEHDA – Northeast Hawley Development Association, Inc.* (New Homes)

101 Gertrude Street
Syracuse, New York 13203
(HUD Certified Housing Counseling Agency)
Tel: 475-1032
Email: nehda@a-znet.com

Syracuse Model Neighborhood Corp. (New Homes)

1721 South Salina Street
Syracuse, New York 13205
Tel: 475-8437

Salvation Army

Housing Assistance Services

677 South Salina Street
Syracuse, New York 13204
Tel: 479-1157

Specialized Counseling & Assistance

Consumer Credit Counseling Services, Inc.

500 South Salina Street, Suite 600
Syracuse, New York 13202-3394
Tel: 474-6026
Email: cccs@cccscny.org
Web Site: www.cccscny.org

ARISE*

Services for Persons with Disabilities
635 James Street
Syracuse, New York 13203
Tel: 472-3171 TTY: 479-6363
Email: advocate@ariseinc.org
Web Site: www.ariseinc.org

Jubilee Homes of Syracuse, Inc.

901 Tallman Street
Syracuse, New York 13204
Tel: 428-0070
Email: Jubileehomes@hotmail.com
or jubilee@jubilee-homes.org
Web site: www.jubilee-homes.org

ENIP – Eastside Neighbors in Partnership

2013 East Genesee Street
Syracuse, New York 13210
Tel: 471-7911 ext. 229

SEUNA – Southeast University Neighborhood Association*

P.O. Box 6658
Syracuse, New York 13217
Email: seuna@juno.com
Web Site: www.seuna.org

HOME*

Housing Options and Management for the Elderly & City Relocation
205 South Salina Street
Syracuse, New York 13202
Tel: 422-3883

Spanish Action League*

700 Oswego Street
Syracuse, New York 13204
Tel: 475-6153
Email: info@laligaonline.com
Web Site: www.laligaonline.com

Northside Neighborhood Group*

507 Pond Street
Syracuse, New York 13208
Tel: 471-9267

P.E.A.C.E., Inc.

Dept. of Energy and Housing Services
811 E. Washington Street
Syracuse, New York 13210
Tel: 470-3315
Email: deh@peace-caa.org
Office Hours – 7:30 AM to 4:00 PM, Monday to Friday

Southeast Asian Center

503 North Prospect Avenue
Syracuse, New York 13208
Tel: 422-1593

City of Syracuse

Lead Hazard Control Program
201 East Washington Street, Room 500
Syracuse, New York 13202
Tel: 448-8710 Fax: 448-8659
Web Site: www.syracuse.ny.us

HEAP (Home Energy Assistance Program)

600 South State Street
Syracuse, New York 13202
Tel: 435-8295
Web Site: <http://www.otda.state.ny.us/otda/heap/>

Salvation Army

Housing Assistance and Lifeskills Education (H.A.L.E.)
677 South Salina Street
Syracuse, New York 13202
Tel: 479-1307

Subsidized Housing and Rental Units

**Syracuse Housing Authority
Section – 8 – HAP Program**

312 Gifford Street
Syracuse, New York 13204
Tel: 470-4400

**Syracuse Housing Authority
Public Housing Program**

516 Burt Street
Syracuse, New York 13202
Tel: 475-6181

**Housing Visions Unlimited, Inc.
Housing Visions Consultants, Inc.**

1201 East Fayette Street
Syracuse, New York 13210
Tel: 472-3820 Fax: 471-3921
Email: Admin@HousingVisions.org
Website: www.housingvisions.org

Home Ownership Opportunities

Home Headquarters

124 East Jefferson Street
Syracuse, New York 13202
Tel: 474-1939
Email: info@homehq.org
Website: www.homehq.org

Syracuse Habitat for Humanity, Inc.

901 Oak Street
Syracuse, New York 13203
Tel: 422-2230
Email: shfh@syracusehabitat.org
Website: www.syracusehabitat.org