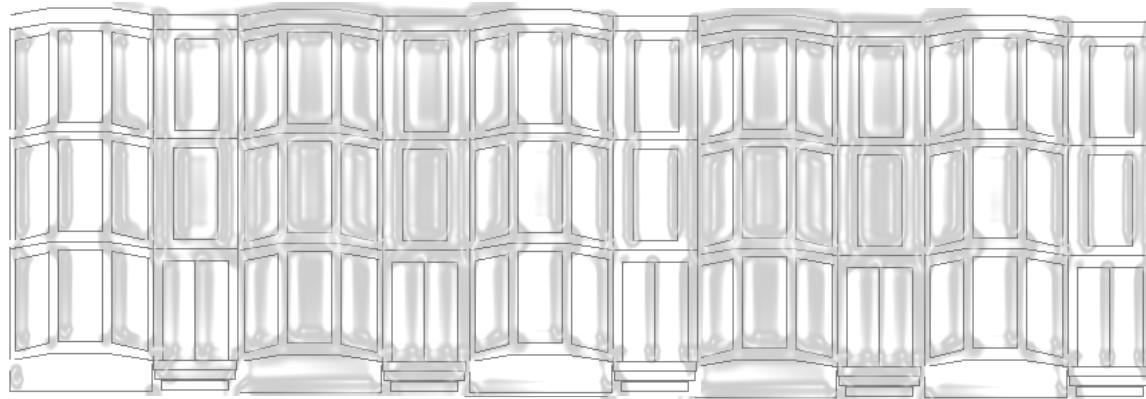


Navigating Landlord-Tenant Law in a COVID-19 World



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COVID-19

During these unprecedented times, it is important to work together and maintain a level of flexibility in the landlord-tenant relationship. This may involve both parties re-negotiating rent rates as well as the duration of the lease, given the difficulties with move ins & outs.

Regardless of the situation, it is important for both the landlord and tenant to maintain an open line of communication. It is also of utmost importance to ensure that any revisions or changes be formalized in writing.

At CPL Law, we are here to help you navigate through these uncertain times.

FAQ

1. Can a tenant be evicted if there is pending eviction date?

No, the State placed a moratorium on all evictions through August 20th. This applies to both residential and commercial tenants.

2. Has the State issued a freeze/suspension for monthly rental payments?

No, currently there is only a suspension for homeowners unable to make mortgage payments due to COVID-19.

3. What relief, if any, can renters expect in the event they cannot make their payments?

Senate Bill S8125A, which was introduced on March 23, 2020, proposes a 90-day rent freeze for all renters who lost their jobs due to COVID-19. It would also freeze payments for businesses that were forced to close due to the government mandate.

4. What should a tenant do if their lease is about to expire?

If Senate Bill S8125A is signed into law, it will also require landlords to renew any leases expiring within 90 days at the same rent rate. Absent this becoming law, it is in the best interests of both landlord and tenant to reach a mutual agreement for a lease renewal/extension.

5. What should a tenant do if their lease is expiring and the landlord refuses to offer a renewal?

As mentioned above, landlords are currently prohibited from evicting tenants. If a tenant remains in the premises past the expiration of a lease term, a month-to-month tenancy will have been established.

6. Is it advisable for a landlord to issue a short-term renewal to tenant (non-regulated) with an upcoming lease expiration?

It is certainly advisable for landlords to provide short-term renewals as opposed to simply letting a lease term lapse. We are working with many clients to draft short-term renewals with creative mutual termination options.

FAQ

7. Can a landlord commence legal action against a tenant?

NY Housing Courts are essentially in a standstill and currently only accepting “essential applications” such as landlord lockouts, repair orders, and serious housing code violations.

8. Does this include non-pay cases?

While landlords are unable to serve a tenant with a petition to appear in court for non-payment of rent, they can still serve tenants with rent demands and 14-day notices. This allows the landlord to proceed directly with a petition once the Housing Courts re-open.

9. What happens if a tenant signed a lease and is now unable to move in by the commencement date?

Unfortunately, this is currently a common scenario. While there is no clear-cut directive on how to hand this situation, it is important for both landlord and tenant to maintain a level of flexibility and work together towards a solution, which makes life easier for everyone. This may include amending the lease commencement date as well as providing the tenant with an abatement until they can take possession.

10. Should a tenant inform their landlord that they will be unable to make rent payments?

Absolutely. Regardless of whether you are unable to make either a portion of or the entire rent payment, as a tenant you should certainly communicate this to your landlord in the hope that they will be sympathetic and understanding. Communication is key, now more than ever.

11. Are movers deemed “essential” under the PAUSE executive order?

Yes, as per Governor Andrew Cuomo’s office, moving companies are deemed essential and the current guidance permits you to hire one should you require it.

12. Is there any sort of relief for landlords who are losing rent revenue?

Fannie Mae has stated that they will suspend mortgage payments for all multi-family landlords who suspend evictions. Furthermore, should Senate Bill S8125A be signed into law, it would allow landlords to apply for a mortgage waiver equal to the amount lost in rent.

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Many explanations of rules and concepts are simplified or have exceptions.